

REGULAR SESSION

268

BE IT REMEMBERED that a regular term of the Commissioners' Court of Titus County, Texas, was begun and holden on the 13th day of September, 1937, at the court house of Titus County, at Mt. Pleasant, Texas, with the following members present:

C. T. Neugent	County Judge
T. J. Stringfellow	Comm. Free. #1
William Cody	Comm. Free. #2
Ernest Brown	Comm. Free. #3
Geo. C. Lunsford	Comm. Free. #4
A. B. Gilpin	County Clerk

and the following proceedings were had:

Motion was made by County Commissioner G. C. Lunsford and seconded by County Commissioner Cody that the monthly report and expense account of H. E. Wilhite, Justice of the Peace, be approved. The motion carried unanimously.

Motion was made by County Commissioner Lunsford and seconded by County Commissioner Stringfellow to approve the monthly expense account of Morris Relaten, County Attorney. The motion carried unanimously.

Motion was made by County Commissioner Lunsford and seconded by County Commissioner Stringfellow to approve the monthly report and expense account of J. W. Spruill, Justice of the Peace. The motion carried unanimously.

Motion was made by County Commissioner Lunsford and seconded by County Commissioner Stringfellow to approve the monthly report and expense account of J. W. Edwards, Justice of the Peace. The motion carried unanimously.

Motion was made by County Commissioner Brown and seconded by County Commissioner Lunsford to approve the monthly expense account of A. B. Gilpin, County Clerk. The motion carried unanimously.

Motion was made by County Commissioner Brown and seconded by County Commissioner Lunsford to approve the expense account of Floyd Keith, District Clerk. The motion carried unanimously.



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THE STATE OF TEXAS | AGREEMENT BETWEEN FRITCHARD & ABBOTT  
 COUNTY OF TITUS | AND TITUS COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Commissioners' Court of TITUS County, Texas have contemplated the employment of skilled experts in matters of appraisement and valuation of oil and gas properties, and public utility properties including railroads in said County, and the compilation of records showing the record owner of all oil and gas producing properties in said County, for the convenience and information of the Board of Equalization of said County in equalizing the values of such properties as of January 1, 1938 as compared with all other property valuations in said County for tax assessment purposes; and

1.

WHEREAS, it has been ascertained and determined that FRITCHARD & ABBOTT of Fort Worth, Texas, are skilled in such matters and have scientific and technical knowledge in the matter of appraisals and valuations of such properties for tax assessments, and it is the purpose of the Commissioners' Court of TITUS County, Texas, to employ the services of the said FRITCHARD & ABBOTT for said purpose:

2.

IT IS THEREFORE AGREED by and between TITUS County, Texas, acting herein by and through its Commissioners' Court, Party of the First Part, and FRITCHARD & ABBOTT of Fort Worth, Tarrant County, Texas, parties of the Second Part, as follows:

Parties of the Second Part agree to compile a list of the record owners of all producing oil and gas properties wherever situated and located in said TITUS County, Texas, and undeveloped leases and royalty interests adjacent thereto as of January 1, 1938 and said compilation and record to show the particular interest or interests therein owned.

3.

Second Parties further agree to secure for First Party all information possible and available for the use of First Party, sitting as a Board of Equalization, in determining the proper valuations to be fixed upon such properties for assessment and taxation purposes, and generally to compile such information as shall be of aid and benefit to said First Party in equalizing the values of such properties for taxation. Said Parties of the Second Part agree to meet with the Commissioners' Court of TITUS County, sitting as a Board of Equalization, and to furnish said Board with all the information secured by the during their investigations for the purposes of equalizing the assessments of said properties. Parties of the Second Part also obligate themselves to make a survey of all pipe lines, refineries, gasoline plants, tank farms, tankage, storage, carbon black plants, supply houses, and all other properties of value used in connection with said oil and gas development, including transportation facilities, etc., and to furnish expert testimony, in event of tax suits over valuation of any of the above described properties.

4.

FOR AND IN CONSIDERATION of the skilled services, technical knowledge and experience of Second Parties in the performance of the obligations devolving upon it hereunder, First Party agrees and obligates itself to compensate Second Parties in the manner following:

SAID Second Parties shall receive an amount, to be paid out of the General Fund of TITUS County, Texas, equal to .04 Cents on the ONE HUNDRED (\$100.00) DOLLAR valuation, for the years 1938, covering oil properties or other mineral interest, and public utility properties and railroads, only, as fixed and approved by the Board of Equalization of TITUS County tax

roll for the years 1938.

"OIL PROPERTIES", as herein used, is understood to include oil, gas, sulphur deposits, plants, storage, all pipe lines, refineries, gasoline plants, tanks and tank farms, tankage, storage, oil, carbon black plants, supply houses, drilling rigs, derricks, oil and gas leases, royalty interests in land, developed and undeveloped, and all other property of whatever character or value, used in connection with oil and gas development, including transportation facilities, etc.

5.

Payments in the form of a warrant or warrants legally drawn against the General Fund of said County shall be made on this contract from time to time as the work progresses, and, upon completion of said work and after final action has been taken by the Commissioners' Court, sitting as a Board of Equalization, the Commissioners' Court of TITUS County, Texas hereby agrees to issue, or cause to be issued, to PRITCHARD & ABBOTT, a warrant or warrants drawn against the General Fund of said TITUS County, Texas, for the balance due as provided herein, based on the total value of all "Oil properties and Public Utility Properties, including railroads" as agreed upon and fixed by the Board of Equalization for the years 1938. All of said warrants to be payable out of receipts and anticipated receipts from taxes levied for General County purposes, and from receipts from other sources coming to said General Fund for the years 1938, and to provide for the payment of said warrants such an amount of money as is necessary for said purposes is hereby set aside and appropriated out of the money in or which shall come into the said General Fund. And the Party of the First Part hereby specifically contracts and obligates itself to, at any time same may become necessary, pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due Parties of the Second Part for work performed under this contract.

6.

The said PRITCHARD & ABBOTT further agree that in no way shall the said TITUS County, be obligated to said PRITCHARD & ABBOTT, or its assistants, for salaries, expenses, or material, except as above stated.

WITNESS OUR HANDS IN DUPLICATE, this the 14 Day of Sept, A.D., 1937.

COUNTY OF TITUS, STATE OF TEXAS  
Party of the First Part

By C. T. Neugent, County Judge.

T. J. Stringfellow,  
Commissioner, Precinct No. 1

W. J. Cody,  
Commissioner, Precinct No. 2

Ernest Brown,  
Commissioner, Precinct No. 3

Geo Lunsford  
Commissioner, Precinct No. 4

ATTEST: A. B. Gilpin,  
County Clerk, Titus County, Texas.

PRITCHARD & ABBOTT  
Parties of the Second Part

By J. L. Abbott

SETTING \*\*\*\*\*  
IN THE MATTER OF ~~THE~~ TAXING RATE

THE STATE OF TEXAS |

COUNTY OF TITUS |

BE IT REMEMBERED that at the regular session of the Commissioners' Court held on the 13th day of September, 1937, with the Honorable C. T. Neugent, County Judge of Titus County, Texas, present and presiding, and County Commissioners T. J. Stringfellow, William Cody, Ernest Brown, and Geo. C. Lunsford, present and voting, and A. B. Gilpin, County Clerk,

also present, the following resolution and order was adopted:

"RESOLVED:

THAT THE COMMISSIONERS COURT OF TITUS COUNTY TEXAS, for the year 1937  
levy and assess as tax rate for said year upon all property subject to taxation in Titus County,  
Texas, the following rates and levies upon One Hundred Dollars valuation or a fractional part  
thereof, to-wit:

A levy of Twenty-five (25) cents for General County Purpose

A levy of fifteen (15) cents for Road and Bridge Interest and sinking fund.

A levy of Ninety (90) Cents for Special Road and Interest and sinking fund.

A levy of Twenty -five (25) cents for Permanent Improvement (Court House & Jail  
Fund)

A levy of ten (10) cents for Jury fund.

And further:

That the Tax Assessor-Collector for Titus County, Texas, assess and collect  
against every \$100.00 assessed valuation upon all property subject to taxation in Titus County,  
Texas, the above rates and levies."

Motion was made by Commissioner Lunsford and seconded by Commissioner Ernest  
Brown that the above resolution and order be adopted, and that the tax rates be set at the  
amounts therein stated. The motion carried by a unanimous vote of the commissioners.

So it is the order, judgment and decree of the Commissioners Court of Titus County,  
Texas, that there is levied and assessed against all taxable property in Titus County, Texas,  
for each \$100.00 valuation thereof, and the Tax-Assessor-Collector of Titus County, Texas, is  
hereby directed and empowered to assess and to collect upon all taxable property of Titus  
County Texas, upon each \$100.00 valuation, the following rates and levies; for the year 1937  
for Titus County, Texas.

25 cents for General County Fund purposes.

15 cents for Road and Bridge Interest and Sinking Fund.

90 cents for Special Road and Interest and Sinking Fund.

25 cents for Permanent Improvement (Court House & Jail) Fund.

10 cents for Jury Fund.

making a total of One and 65/100 (\$1.65) Dollars.

And when collected, to apportion said taxes when collected to each respective fund  
above mentioned.

C. T. Neugent, County Judge.

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STATE OF TEXAS |  
COUNTY OF TITUS |

BE IT REMEMBERED that at the regular term and session of the Commissioners' Court  
in and for Titus County, Texas, held at the Court House in Mt. Pleasant, Texas, on the 13th  
day of September, 1937, with the Honorable C. T. Neugent, County Judge, present and presiding,  
and County Commissioners T. J. Stringfellow, William Gody, Ernest Brown, and G. C. Lunsford,  
present and voting, and A. B. Gilpin, County Clerk, also present, the following resolution and  
order was adopted:

"RESOLVED:

THAT THE COMMISSIONERS COURT OF TITUS COUNTY, TEXAS, for and on behalf  
of the Common School Districts of Titus County, for the year 1937 levy and assess as a tax

rate for said year upon all taxable property, subject to taxation in each respective common school district as listed herein the following rates and levies upon each One Hundred Dollars valuation or fractional part thereof, to-wit:

DIST. NO.	DISTRICT	LOCAL MAINTENANCE	INTEREST & SINKING	TOTAL
Ind.	Argo	\$0.50	\$0.50	\$1.00
Ind.	Cookville	0.50	0.50	- - -
Ind.	Winfield	\$0.50	\$0.50	\$1.00
Ind.	Talco	\$0.50	\$0.50	\$1.00
2	Maples Springs	\$0.65	\$0.35	\$1.00
3	Stonewall	\$0.75	\$0.00	\$0.75
4	Blodgett	\$0.50	\$0.25	\$0.75
5	Pleasant Hill	\$0.50	\$0.50	\$1.00
6	Farmers Academy	\$0.75	\$0.25	\$1.00
7	Monticello	\$0.50	\$0.25	\$0.75
8	Concord	\$0.50	\$0.00	\$0.50
9	Union Hill	\$0.50	\$0.00	\$0.50
10	Oak Grove	\$0.50	\$0.25	\$0.75
11	Midway	\$0.50	\$0.50	\$1.00
12	Old Union	\$0.50	\$0.25	\$0.75
13	Yancy	\$0.50	\$0.25	\$0.75
14	Chapel Hill	\$0.50	\$0.50	\$1.00
15	Wilkinson	\$0.75	\$0.25	\$1.00
16	Overland	\$0.75	\$0.00	\$0.75
17	Ripley	\$0.50	\$0.00	\$0.50
18	Marshall Springs	\$0.75	\$0.25	\$1.00
19	Panthers Chapel	\$0.34	\$0.41	\$0.75
20	Hickory Hill	\$0.50	\$0.25	\$0.75
21	Progress	\$0.75	\$0.25	\$0.75
22	Liberty Hill	\$0.50	\$0.25	\$0.75
24	Green Hill	\$0.75	\$0.00	\$0.75
25	Cypress	\$0.50	\$0.25	\$0.75
26	Edwards Chapel	\$0.50	\$0.25	\$0.75
27	County Line	\$0.50	\$0.25	\$0.75
29	Lone Star	\$0.50	\$0.50	\$1.00
30	Nevills Chapel	\$0.50	\$0.25	\$0.75
32	Forest Grove	\$0.50	\$0.00	\$0.50
34	Benton	\$0.50	\$0.00	\$0.50
35	New Hope	\$0.75	\$0.25	\$1.00
Ind.	Mt. Pleasant	\$0.50	\$0.50	\$1.00

And further that the Tax Assessor and Tax Collector of Titus County, Texas, assess and collect of all taxable property in each respective common school district named above upon each one hundred dollars assessed valuable the above rates and levies".

SO, NOW THEREFORE, It is the Order, Judgment and Decree of the Commissioners' Court of Titus County, Texas, that there is levied and assessed against all taxable property for each one hundred dollars valuation the above rates and levies for each common school district as hereinabove fully set out in the last preceding resolution and the Tax Assessor and Collector

of Titus County is hereby authorized, directed and empowered to assess and collect upon all taxable property and each respective common school district of Titus County, Texas, as hereinabove mentioned and set out the respective rates for each respective district as shown in said resolution hereinabove and which was adopted by said Commissioners' Court.

And when the same is collected to apportion to each respective common school district the taxes so collected to their respective funds.

C. T. Neugent, County Judge.

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IN THE MATTER OF THE COLLECTION OF DELINQUENT TAXES:

STATE OF TEXAS |  
COUNTY OF Titus |

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the Commissioners' Court of Titus County, Texas, after examination of the Delinquent Tax Records of said County, deem it advisable and to the best interest of said County that the taxes shown delinquent thereon be collected, and said Commissioners' Court desires to secure the enforced collection of said delinquent taxes, together with such penalties and interest as have accrued thereon to date, and,

WHEREAS, I, Morris Rolston, the duly elected, qualified, and acting County Attorney of said Titus County, Texas, do not have adequate time to devote to the enforced collection of said delinquent taxes, due to the fact that other duties of my office consume all time available,

NOW THEREFORE, I, Morris Rolston, County Attorney of Titus County, Texas, as aforesaid, do by these presents waive and forego my right to represent the County and the State in the enforced collection of said delinquent taxes, penalties, and interest.

Witness my hand this 14 Day of Sept. A. D., 1937.

Morris Rolston  
COUNTY ATTORNEY Titus COUNTY.

STATE OF TEXAS |  
COUNTY OF TITUS |

I, A. B. GILPIN County Clerk of Titus County, Texas, do hereby certify that the above and foregoing instrument of writing is a true and correct copy of the Waiver of the County Attorney, Morris Rolston, presented to and accepted by the Commissioners' Court of Titus County, Texas, convened in Mt. Pleasant, Session on the 14 Day of Sept., A.D., 1937, as shown from the original now on file in my office.

Witness my hand and official seal of office this 14th day of September, A.D., 1937.

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COUNTY CLERK, TITUS COUNTY.

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Note: All contracts for the collection of delinquent State and county taxes should be uniform in make-up and should be executed in triplicate, or quadruplicate if fourth copy is desired. The Comptroller's Department keeps a mimeographed supply of the form of contract prepared under the direction of the Attorney General and the Comptroller and counties desiring to enter into such contract are requested to secure and use this form.

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS |  
 COUNTY OF TITUS |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Commissioners' Court, after having given to the County attorney of Titus County, thirty days' written notice to file delinquent tax suits, and having received from him a written statement declining the request of this Court to file delinquent tax suits, for reasons therein stated, and waiving his right to the 30 day period and consenting to the Court's entering into a contract with others for the collection of delinquent taxes, without awaiting the 30 day period, and a record thereof having been made in the Minutes of said Court; and

WHEREAS, the Commissioners' Court of Titus County, Texas, joined by the Comptroller of Public Accounts of the State of Texas, deem it necessary and expedient to contract with some competent person to enforce the collection of all delinquent State and county taxes for a per cent of said taxes, penalties and interest actually collected and paid to the collector of taxes, as provided in Chapter 21, Acts of the Third Called Session of the Thirty-eighth Legislature, Article 7335, Revised Civil Statutes, 1925; Chapter 8, Acts Fourth Called Session of the Forty-first Legislature, Article 7335a, Vernon's Ann. Civ. St.; and Chapter 229, Acts of the Forty-second Legislature, Article 7264a, Vernon's Ann. Civ. St.; and

WHEREAS, after making an investigation into the competency, experience and ability of E. S. Pritchard whose post office address is Fort Worth, Texas, as to his fitness for said work, and after considering the same, are of the opinion that he is a proper party to take such steps as may be necessary to enforce or assist in the enforcement of the collection of such delinquent taxes by the preparation, filing and pushing to a speedy conclusion all suits



for the collection thereof; and that he has no official connection with any county office within said county, and that he is not related within the second degree by affinity or within the third degree of consanguinity to any member of the Commissioners' Court, the tax collector, or county or district attorney, now holding office in said county.

NOW, THEREFORE, THIS CONTRACT made and entered into by and between the County of Titus Texas, a body politic and corporate, acting herein, by and through its Commissioners' Court, joined by the Comptroller of Public Accounts of the State of Texas, hereinafter styled First Party, and E. S. Pritchard of the County of Tarrant State of Texas, hereinafter styled Second Party:

W I T N E S S E T H

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise, and to aid and assist the local officers in the enforcement of the collection of all delinquent State and county ad valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except taxes of independent school districts and incorporated cities and towns) due any and all political subdivisions or defined districts of said county and State which the county tax collector receives and receipts for, under the provisions of Articles 7254 and 7257, R. S. 1925, and shown to be delinquent upon the delinquent tax records of said county from 1919 to the date of the termination of this contract as fixed in Section VIII hereof, (including such personal property or insolvent taxes as the Commissioners' Court and Second Party mutually deem collectible; provided current year taxes falling delinquent within the period of this contract shall become subject to its terms on the 1st day of September, following date of delinquency (July 1).

II.

Second Party is to call to the attention of the county tax collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work, and all charges on the tax rolls that show from 1919 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts, double renditions, illegal assessments, etc. A cancellation certificate shall be prepared on forms furnished by the State Comptroller of Public Accounts, Austin, Texas, showing how such errors came about and which shall be sufficiently full and complete as to justify the Commissioners' Court in ordering a cancellation certificate issued and that will meet the approval of the Comptroller of Public Accounts, Austin, Texas.

III.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of said taxes with the view of collecting same and shall, before filing suits for the recovery of delinquent taxes for any year or years, prepare and mail delinquent tax notices to the owner or owners of said property at their last known address covering all delinquent taxes shown to be due on the tax rolls of said county, as provided for in Article 7324, Revised Civil Statutes, 1925, as amended by Chapter 117, page 196, Acts of the Forty-second Legislature, Regular Session. In the event the taxes, together with penalty and interest are not paid within thirty (30) days from the date of such statements and notices are mailed, then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts, and where there are several lots in same addition or subdivision delinquent, belonging to the same owner or owners all said delinquent lots shall be made the subject of a

single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

IV.

Second Party, where it is necessary to prepare and file suits for the enforced collection of delinquent taxes on real property, shall make and furnish an abstract of the property which shall show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres so delinquent and a correct description of the property, the year delinquent, how it was charged upon the tax rolls, the correct name of owner or owners of the property at the time it became delinquent, the person from whom and the date that he or they derived title to said property, and the volume and page of public records that his or their deed or other title evidence is of record, and the date that each subsequent change of ownership occurred down to the present ownership; it shall further show the name of any and all outstanding lien holders and leasehold interests of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of the delinquent taxes.

V.

Second Party shall prepare or aid and assist the county or district attorney in preparing all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes, assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this contract and be so reported on Comptroller's Forms provided therefor, may be collected, and when collections are not made, to assist in reducing same to final judgment and sale.

VI.

It being further agreed and understood that Second Party shall furnish at his own expense, all stationery, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract; and that Second Party shall pay off and discharge any and all bills for, and other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense or any part thereof.

VII.

First Party agrees to pay to Second Party as compensation for the services required hereunder 15 per cent (not to exceed fifteen (15) per cent) of the amount collected of all delinquent taxes, penalty and interest of the years covered hereby, actually collected and paid to the collector of taxes during the term of this contract, of which Second Party is instrumental in collecting as evidenced by copies of communications, tax notices or abstract filed with the tax collector prior to the payment of such tax, including collection of taxes on property not appearing on the assessment rolls discovered by said Second Party, as and when collected, following the end of each monthly report within the period of this contract, accordingly as the collector makes up his monthly reports; provided, cost of collecting delinquent taxes shall not exceed the amount of penalty and interest, or an amount equal to such penalty and interest of all delinquent taxes collected under the terms of this contract (Chapter 229, Sec. 2, Regular Session, Forty-second Legislature, having reference to the regular 8% penalty and 6% interest). The per cent of compensation here referred to shall be contingent upon the collection of such taxes as by act of the Legislature are required to be collected. Should

any remission of penalty and interest on taxes appearing on the delinquent records be made by legislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon.

VIII.

This contract shall be in force from September 14, 1937 to December 31, 1938, both dates inclusive, (not to extend beyond December 31 of the year following the date of this contract) and at the expiration of said period, this contract shall terminate, except the contractor shall be allowed six months in which to prosecute to final judgment suits filed prior to December 31, 1938, terminating date of this contract: provided, the Commissioners' Court and the State Comptroller shall have the right to sooner terminate this contract for cause by giving thirty (30) days' written notice of such intention, with a statement of the cause or reason for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

IX.

Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the county judge and to his successors in office, in the sum of Five Thousand (\$5,000.00) Dollars (not to be less than \$5000 accordingly as the Commissioners' Court deems just and proper) to be executed by a solvent surety company, or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unincumbered real estate subject to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, including the making of reports of collections out of which he is entitled to commission, and further conditioned that he shall forthwith pay over to the tax collector any money or commissions paid him by mistake or through error to which he is not entitled under the terms of this contract. Said bond shall be approved in open Commissioners' Court, signed by the county judge, filed and recorded in the county clerk's office and a certified copy of same furnished the State Comptroller.

X.

At the end of each month, or as soon thereafter as the tax collector shall have made up his report showing the collections made for such month, said Second Party having access to said report shall by comparison of the same with his own files or record of service, copies of which he has filed with the tax collector, make up in triplicate a report of collections out of which he is entitled to commission under the terms of this contract. The report of Second Party shall be made on form furnished by the Comptroller. It shall show each year and the taxes collected therefor on a separate line, and after having been signed and sworn to by Second Party, two copies of the same shall be delivered to the tax collector, one to be attached to and sent with the collector's monthly report to the Comptroller, the other filed in the collector's office, and the third copy to be retained by the said Second Party.

XI.

Each month, after having received copies of the contractor's report as provided for in the preceding section, and checked the list of taxes shown therein with his own report and with copies of communications filed with him, as provided for in Section XII of this contract, and after having verified the correctness of commissions claimed, the county tax collector is hereby authorized, ordered and directed to deduct the above specified per cent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and in-

terest restriction, to which Second Party is entitled, and to pay the same to him, unless otherwise herein directed and to take his receipt therefor: provided, that the tax collector before complying with the provisions of this section shall first satisfy himself that the bond required under the provisions of Section IX of this contract has been approved and placed on record in the office of the county clerk.

Note: Should the Commissioners' Court and the contracting party elect that the commissions withhold be placed in an escrow fund, another section setting forth the method of payment to the contracting party should be added to and inserted in this contract preceding the last page prepared for the signatures of the contracting parties.

#### XII.

In order that the tax collector may be able to verify and attest the correctness of commissions claimed by Second Party, as evidences of service and to entitled him to the commissions provided for in this contract, Second Party shall file with the tax collector prior to time of payment, copies of such communications, tax notices or abstracts which shall be preserved by the tax collector in such manner as will make them easily accessible for purpose of verification, or for use in tax suits, in cases where the filing of suits becomes necessary to collect the taxes.

#### XIII.

It is further understood and agreed that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioners' Court of said county shall furnish suitable space in or near the courthouse as convenient to the records of said county as may be for the purpose of carrying out this contract.

#### XIV.

It shall be the duty of the Commissioners' Court and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require, said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party; and it being the duty of the county attorney or of the district attorney (where there is no county attorney) to actively assist Second Party, in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that where the county or district attorney (where there is no county attorney) shall fail or refuse to file and prosecute such suits in good faith, the attorney prosecuting suits under this contract is hereby fully empowered and authorized to proceed with such suits without the joinder and assistance of said county or district attorney.

In consideration of the terms and compensation herein stated, the Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

#### IV.

Pending the outcome of litigation wherein the constitutionality of the intangible tax laws of Texas, as applied to oil pipe line companies is being tested and regarding which the State Tax Board has been made a party thereto, it is hereby expressly understood and agreed that the intangible taxes of all oil pipe line companies of Texas are not subject to the terms of this contract, and no commission will be paid hereunder for the collection of same.

WITNESS the signatures of all parties hereto in triplicate originals this the  
14th day of September A.D. 1937, Titus County, Texas.

BY C. T. Neugent COUNTY JUDGE

T. J. Stringfellow  
Commissioner, Precinct No. 1

W. J. Cody  
Commissioner, Precinct No. 2

Ernest Brown  
Commissioner, Precinct No. 3

Geo. Lunsford  
Commissioner, Precinct No. 4

FIRST PARTY

E. S. Pritchard  
SECOND PARTY

THE STATE OF TEXAS: |

COUNTY OF TITUS |

I, the undersigned, County Clerk of said county, hereby certify that the above foregoing is a true and correct copy of a contract recorded in Volume 5, Page 274 in the minutes of the Commissioners' Court of said County.

WITNESS MY HAND AND SEAL of said court this the 14th Day of September, A. D. 1937.

\_\_\_\_\_  
COUNTY CLERK.

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The above minutes read and approved in Open Court.

C. T. Neugent  
County Judge.

ATTEST: \_\_\_\_\_

County Clerk.