

BE IT REMEMBERED, that on the 11th day of December, 1939, the Commissioners' Court of Titus County, Texas, met in Regular Session at the Court House in Mt. Pleasant, Texas, with the following members present, to-wit:

O. T. Neugent	County Judge
T. L. Garrett	Commissioner, Pre. No. 1
W. J. Cody	Commissioner, Pre. No. 2
Ernest Brown	Commissioner, Pre. No. 3
O. C. Linsford	Commissioner, Pre. No. 4
A. B. Gilpin	County Clerk.

and the following proceedings were had, to-wit:

IN THE MATTER OF AWARDING CONTRACT TO COLLECT DELINQUENT TAXES:

STATE OF TEXAS |
 | KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TITUS |

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 afore-said 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 11th day of December, A.D., 1939.

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 Rolson, presented to and accepted by the Commissioners' Court of ---- County, Texas, convened in Session on the 11 day of December, A.D., 1939, as shown from the original now on file in my office.

Witness my hand and official seal of office this 11 day of December, A.D., 1939.

A. B. Gilpin, County Clerk, Titus County.

(SEAL)

By Arlene Russell, Deputy.

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS
FOR THE STATE OF TEXAS
AUSTIN, TEXAS

INFORMATION NECESSARY IN THE MAKING OF
DELINQUENT TAX CONTRACTS

It is only after the Commissioners' Court has given thirty days' written notice to the county or district attorney to file delinquent tax suits and the failure of said attorney to do so within said period that the court has authority to enter into contracts pertaining to the collection of delinquent taxes, unless the county or district attorney, as the case may be, should waive his right to the thirty days' notice.

If a waiver is given, it should be recorded in the minutes of the commissioners' court and a certified copy of the same attached to the contract when presented to the State officials for approval. In such case, a contract may be entered into without waiting the thirty day period.

In case the county attorney is not in a position to comply with the court's order, the State officials much prefer a waiver, for the reason it indicates cooperation and harmony among the county officials, which is essential to obtain the best results.

However, if the county attorney fails or refuses to file written waiver and a contract is entered into after the expiration of thirty days, a certified copy of the order of the commissioners' court directing the county attorney to bring suit, together with a certified copy of a subsequent order of said court showing that the county attorney had failed or refused to comply with the court's former order, should accompany the contract when sent for approval.

Condition No. 1, or No. 2, in the first paragraph of the contract should be struck out, according to whether waiver is, or is not, given.

Our form contract, from time to time as occasion demanded, has been revised: do not copy old or former contract, but send to this Department for our latest mimeographed form.

GEO. H. SHEPPARD
COMPTROLLER OF PUBLIC ACCOUNTS

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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

(2) 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 7234a, Vernon's Ann. Civ. St., and

WHEREAS, after making an investigation into the competency, experience and ability of E. S. FRITCHARD 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:

WITNESSETH

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 the 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 with 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 the 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 or any and all outstanding lien holders and lease-hold interests of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of 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 hereunder required 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 abstracts 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 month 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. 3,

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 January 1 1940 to December 31, 1940 both dates inclusive, (not to extend beyond June 30 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, 1940 terminating date of this contract provided, the Commissioners' Court and the State Comptroller shall have the right to sooner terminate this contract for cause 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 \$5000.00 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, provided for in Sections X and XV of this contract, and further conditioned that he shall forthwith pay over to the tax collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise, 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 collections made for such month, said Second Party shall have access to said report and 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. Second Party shall also have access to the collector's receipts for such collections and shall, in his reports to be made on forms furnished by the Comptroller, show each year and the taxes collected therefor on a separate line. After the report has 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 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 interest restriction, to which Second Party is entitled, and to pay the same to him, unless otherwise herein directed and to take his receipt as provided for on Form 107, Contractor's Report, which when received in the Comptroller's office will be the Comptroller's authority to allow the said tax collector credit for the amount so paid; 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; and it is here further provided, that should any question arise regarding commission claimed and the payment and allowance of credit therefor, the tax collector, upon notice from either of the contracting parties, including the State Comptroller and the Attorney General, shall withhold the payment of such commission or an amount equal thereto, and place the same in escrow until an adjustment of the same can be made.

Notes: Should the Commissioners' Court and the contracting party elect that the commissions withheld 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 evidence of service and to entitle 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 agreed and understood 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.

XV.

At the terminating date of this contract, December 31, 1940 (and before receiving any commissions thereafter out of taxes which may be collected during the six months period allowed in which to carry to final judgment suits filed prior to the said terminating date) Second Party, from his reports and the records of unpaid delinquent taxes available to him, shall prepare and file with the Commissioners' Court and the State Comptroller a report showing the amount of taxes applicable to the terms of this contract, the amount collected and the amount uncollected. The said report, form to be furnished by the State Comptroller, shall be so made as will show separately collections from the delinquent tax record, collections from the insolvent list, and collections from procedure under the provisions of Articles 7246, 7347, and 7348, Revised Statutes 1925, or any other statutory provisions having reference to property escaping taxation, which Second Party was instrumental in collecting and which amounts when summed up should equal the total collections shown by his monthly reports. Said report shall further show separately the uncollected taxes for which suit has been filed and carried to final judgment, the uncollected taxes for which suit has been filed and not carried to final judgment, and the uncollected taxes for which no suit has been filed, which amounts when summed up should represent the total uncollected delinquent taxes of Titus County, as of December 31, 1940, the terminating date fixed in this contract, and the same shall be made as herein provided irrespective of whether or not suits have been filed and are pending on said date, or a new contract entered into.

XVI.

It is understood and agreed that notices, abstracts, statements and letters heretofore prepared and mailed by Second Party, under the provisions of Paragraph III in a certain Delinquent Tax Contract between the parties hereto, for the period from January 1, 1939 to December 31, 1939, shall inure to the benefit of the Second Party herein, and shall be considered a compliance with the terms of Paragraph III of this contract to the extent of such statements, letters, notices, and abstracts heretofore prepared and mailed.

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.

WITNESS the signatures of all parties hereto in triplicate originals, this the 11 day of December, A.D. 1939, Titus County, State of Texas,

BY C. T. Neugant, COUNTY JUDGE
 T.L. Garrett, Commissioner, Precinct No. 1
 W. J. Cody, Commissioner, Precinct No. 2
 Ernst Brown, Commissioner, Precinct No. 3
 G. U. Lunsford, Commissioner, Precinct No. 4

FIRST PARTY

E. S. Pritchard
 BY A. Y. Aycock
 SECOND PARTY

THE STATE OF TEXAS : |
 COUNTY OF TITUS : |

I, the undersigned, County Clerk of said county, certify that the above and foregoing is a true and correct copy of a contract recorded in Volume 5 Page 498 in the Minutes of the Commissioners' Court of said county.

Witness My Hand and Seal of said Court on this the 11 Day of December, A.D., 1939.

A. B. Gilpin
 COUNTY CLERK

(SEAL)

By Arlene Russell, Deputy.

IN THE MATTER OF APPROVING MONTHLY REPORTS AND EXPENSE ACCOUNTS FOR NOVEMBER, 1939 :

Motion was made by Commissioner Lunsford and seconded by Commissioner Brown to approve the monthly report and expense account of J. W. Spruill, Justice of the Peace. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Brown to approve the monthly report and expense account of J. W. Edwards, Justice of the Peace. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Garrett to approve the monthly expense account of A. B. Gilpin, County Clerk. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Brown and seconded by Commissioner Garrett to approve the monthly expense account of P. O. Wilhite, Tax Assessor-Collector. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Garrett to approve the monthly expense account of G. R. Ard, Sheriff. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Garrett to approve the monthly expense account of Morris Holston, County Attorney. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Garrett to approve the monthly expense account of Floyd Keith, District Clerk. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Cody to approve the monthly report and expense account of Chas. W. Robinson, Justice of the Peace. All voted "aye" and the motion carried unanimously.

Motion was made by Commissioner Lunsford and seconded by Commissioner Cody to approve the monthly expense account of Aubrey Redfearn, Constable. All voted "aye" and the motion carried unanimously.

* * * * *

IN THE MATTER OF AWARDING CONTRACT FOR AUDITING BOOKS AND MAKING BUDGET:

Motion was made by Commissioner Garrett and seconded by Commissioner Brown, that C. L. West be awarded the contract to audit the books for the year 1939, and make a budget for Titus County for the year 1940, for \$500.00. All members voted "aye" and the motion carried unanimously.

* * * * *

IN THE MATTER OF REDUCING TAX VALUATIONS ON PROPERTY OF A. T. WIGHT & SERVICE SUPPLY CO.:

STATE OF TEXAS |
COUNTY OF TITUS |

BE IT REMEMBERED, that on the 11th day of December, A.D., 1939, the Commissioners' Court of Titus County Texas, convened in regular session, with the following members present, to-wit:

C. T. Neugent, County Judge
T. L. Garrett, Commissioner Precinct No. 1
W. J. Cody, Commissioner Precinct No. 2
Ernest Brown, Commissioner Precinct No. 3
G. C. Lunsford, Commissioner Precinct No. 4

and the following business was transacted, to-wit:

It appearing to the Court that the undivided five/forty-eighths (5/48) mineral interest commonly known as royalty in and to the Wight land, being Lot 4, Block 30, Talco Townsite, Titus County, Texas, known as the Nivla Oil Company's Wight lease, owned by Mr. A. T. Wight, was assessed for the years 1937 and 1938 at values of Two Thousand Four Hundred Ninety (\$2,490.00) Dollars, and One Thousand Fifty (\$1,050.00) Dollars respectively, and it appearing that said values were excessive and discriminatory in that said property was assessed at a greater percentage of its true value than other properties in said oil field, and that said values should be set aside and reduced.

It is therefore ordered upon motion of Mr. G. O. Lunsford, Commissioner, and seconded by Mr. Ernest Brown, Commissioner, and adopted by the following vote, ayes _____, noes None, that assessments be, and the same are hereby set aside and cancelled, and said values reduced to One Thousand Four Hundred Seventy (\$1,470.00) Dollars for said year 1937, and to Three Hundred (\$300.00) Dollars for said year 1938, and that said A. T. Wight shall be entitled to a full and clear tax receipt upon payment of taxes, penalties, interest, and costs upon said values for said years upon said property. It is further ordered that the Clerk of this Court shall notify the Tax Assessor and Collector of Titus County of the action taken by this Court, and that the Court requests him to issue full and clear tax receipts upon payment as ordered above.

C. T. Neugent
County Judge

* * * * *

STATE OF TEXAS |
COUNTY OF TITUS |

BE IT REMEMBERED, that on this the 11th day of December, A.D., 1939, the Commissioners Court of Titus County, Texas convened in regular session with the following members present, to-wit:

C. T. Neugent, County Judge
T. L. Garrett, Commissioner Precinct No. 1
W. J. Cody, Commissioner Precinct No. 2
Ernest Brown, Commissioner Precinct No. 3
G. O. Lunsford, Commissioner Precinct No. 4

and the following business was transacted, to-wit:

It being called to the attention of the Court that T. M. Combes, Vice-President of the Service Supply Company, a corporation, has heretofore made affidavit to the Court that property owned by said company, and situated in the City of Talco, Titus County, Texas, on the first day of January, 1937, had a full cash market value not in excess of Two Thousand Five Hundred (\$2,500.00) Dollars, and it appearing to the Court that the unrendered assessment made on this property by the Tax Assessor and Collector of this county for said year, is based upon a value of Nine Thousand Two Hundred Fifty (\$9,250.00) Dollars, and that said value was excessive, and should be set aside. It is therefore order upon motion of Mr. G. O. Lunsford, Commissioner, and seconded by Mr. Ernest Brown, Commissioner, and adopted by the following vote, ayes _____, noes None that said assessment be, and the same is hereby set aside and said value reduced to the sum of \$2,500.00, and said Service Supply Company shall be entitled to a full and clear tax receipt for said year upon the payment of taxes, penalties, and interest upon said value of \$2,500.00, at the rates of taxation levied by this Court for the year 1937; that this order be spread on the minutes of this Court, and the Clerk of this Court notify the Tax Assessor and Collector of Titus County of the action taken by this Court.

C. T. Neugent
County Judge

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