

SPECIAL SESSION- August 30, 1944.

AS IT REMEMBERED, that the Commissioners Court of Titus County, Texas, met in Special Session August 30, 1944, at the Court House in Mt. Pleasant, Texas, with the following members present to-wit:

Ed Dickson	County Judge
L. C. Banks	Commissioner Prec. #1
C. H. Taylor	Commissioner Prec. #2
A. E. Nugent	Commissioner Prec. #3
C. N. Goodwin	Commissioner Prec. #4

and the following proceedings were had to-wit:

IN THE MATTER OF ISSUING TIME WARRANTS TO DAFFER TRUCK & IMPLEMENT CO.

Motion by commissioner Nugent, seconded by Commissioner Goodwin that the Daffer Truck & Implement Company be allowed \$1463.28 in payment of one Farmall M. Tractor fully equipped including freight handling & gov. tax payable out of R & B fund of Titus Co. Texas, to be paid for one time warrant for the sum of \$800.00 drawing 4% interest from date payable on May 1, 1945 and one time warrant for \$663.28 on the R & B Fund drawing 4% interest payable May 15, 1945. All voted "Aye", motion carried unanimously.

IN THE MATTER OF WAIVER OF BASCOM PERKINS, COUNTY ATTORNEY.

STATE OF TEXAS)
COUNTY OF TITUS)

I, the undersigned County Attorney of Titus County, Texas, do hereby acknowledge that the Commissioners' Court of said County has notified me to file suit for the collection of delinquent taxes in said county. However, due to the fact that it would be physically impossible for me to personally file and handle such suits and, at the same time, to properly discharge the other duties of my office, and to the further fact that the statutes do not provide adequate compensation for a County Attorney to file and prosecute suits for delinquent taxes, but do make adequate provisions for other attorneys to handle the same, I do hereby decline to file such suits and do hereby waive the thirty days' written notice provided in Article 7335, Revised Civil Statutes, and do hereby agree that the Commissioners' Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent State and County Taxes.

Witness my hand this the 30th. day of August, A. D. 1944.

Bascom Perkins, County Attorney,
Titus County, Texas.

IN THE MATTER OF RESOLUTION & ORDER IN CONNECTION WITH DELINQUENT TAX CONTRACT.

RESOLUTION AND ORDER

On this the 30 day of August, 1944, at a special meeting of the Commissioners' Court of Titus County, Texas, there came on for consideration the making of a contract for the collection of delinquent taxes, and motion was made by A. E. Nugent County Commissioner of Precinct No. 3, seconded by C. N. Goodwin County Commissioner of Precinct No. 4. That subject to approval by the Comptroller of Public Accounts and Attorney General of Texas said Commissioners' Court in behalf of said County do make and enter into a contract with T. R. Florey, Jr., a licensed attorney, for the latter to collect delinquent taxes in said County for 10% of the amount of taxes, penalty and interest collected, said contract to end on the 31 day of December, 1944, with six months thereafter to complete pending suits, requiring said attorney to give bond in the sum of \$5,000.00 and to be on forms currently promulgated and recommended by the State Comptroller.

Said motion being put to vote, it carried by a vote of 4 to 0. Those voting "Aye" were:

E. E. Nugent
C. N. Goodwin
C. H. Taylor
L. C. Barks

Those voting "No" were:

None

It is therefore ordered that said contract be prepared and executed, submitted to the Comptroller of Public Accounts and Attorney General of Texas, and if approved by them, recorded in the minutes of this Court.

Ed Dickson, County Judge
L. C. Barks, County Commissioner, Prec. 1
C. H. Taylor County Commissioner, Prec. 2
E. E. Nugent County Commissioner, Prec. 3
C. N. Goodwin County Commissioner, Prec. 4.

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 attorney 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 7336, Article 7335, Revised Civil Statutes, 1929, Chapter 8, Acts Fourth called Session of the Forty-first Legislature, Article 7335a, Vernon's am. 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 T. R. Florey, Jr., a licensed attorney whose post office address is Mt. Pleasant, 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 T. R. Florey, Jr., of the County of Titus, State of Texas hereinafter styled Second Party:

WITNESSETH

I.

First Party agrees to comply and does hereby employ Second Party to enforce by suit or otherwise, and to aid and assist the legal 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 IX hereof (including such personal property or insolvent taxes as the Commissioners' Court and Second Party mutually deem collectible).

II.

Taxes which are not now delinquent but which hereafter during the term of this contract are allowed to fall delinquent shall become subject to the terms of this contract on September 1st of the year in which the same shall become delinquent. And, further, with reference to taxes now delinquent but which become delinquent during the term hereof, or taxes which may have fallen delinquent on February 1st, or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years' delinquent taxes, second party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after September 1st, of such year, and where the State and County are impleaded or intervene in a suit brought by another taxing unit, it shall be second party's duty to include in his answer or intervention all taxes delinquent before trial, on the property involved, whether such taxes shall fall delinquent before or after September 1st of such year and in all such cases second party shall be entitled to the commission herein provided for collecting delinquent taxes.

III.

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.

IV.

Second party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such 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.

V.

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. And in case such abstract is not placed with the papers in a court proceeding it shall be filed with the tax collector for the purpose of maintaining its preservation until such time as all of the taxes to which it pertains, or such part thereof as are held to be due, are paid.

VI.

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 un-rendered 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.

VII.

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 contracts and that said 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.

VIII.

First Party agrees to pay to Second Party as compensation for the services hereunder required 10 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 nor shown delinquent but which would have been so shown had it been properly assessed, 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, as 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. Also, ad valorem taxes, delinquent, levied against State owned property for county and district purposes, the payment of which is to be taken care of by Legislative appropriation provided for by Statute, are excluded from the provisions of this contract.

IX.

This contract shall be in force from September 10, 1944, to December 31, 1944, both dates inclusive (not to extend beyond December 31, 1944, the end of the present administration of the Commissioners' Court), and at the expiration of said period, this contract shall terminate, except the contractor shall be allowed six months in which to prosecute to trial court judgment suits filed prior to December 31, 1944, terminating date of this contract provided, and shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. 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.

X.

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 Section XI 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.

XI.

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. Also, where collections are made after suit has been filed and commission allowed at a greater or different rate under the terms of this contract, Second Party being guided by the file docket of the clerk of the court, shall prepare and attach to his reports to be filed with the tax collector a list showing number of suit and date filed. 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.

XII.

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 XIII 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 of Second Party under the provisions of Section I 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 the tax collector shall withhold the payment of such commission or an amount equal thereto, placing the same in escrow, and apply to the State and County, accordingly as they may be effected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

Note: Should the Commissioners' Court and the contracting party elect that the Commission withheld be placed in an escrow fund and paid to Second Party otherwise than as provided in Section XII of this contract, 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.

AA1372

XIII.

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 some systematical order as will make them easily accessible for the purpose of verification or for such other value as the same may have in case it becomes necessary for the county and State to buy in such properties at tax sales, said copy of copies shall also contain such information or reference as will enable the tax collector to readily locate the tax as it appears on his delinquent forms and/or delinquent records.

XIV.

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.

XV.

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.

WITNESS the signatures of all parties hereto in triplicate originals, this the 30 day of August, A. D. 1944. Titus County, State of Texas.

By Ed Dickson, County Judge

L. C. Banks, Commissioner, Precinct No. 1
 C. H. Taylor, Commissioner, Precinct No. 2
 E. E. Nugent, Commissioner Precinct No. 3
 C. N. Goodwin Commissioner, Precinct No. 4

FIRST PARTY:

T. R. Florey, Jr.
 SECOND PARTY.

THE STATE OF TEXAS
DEPARTMENT OF COMPTROLLER

I, the undersigned, Comptroller of Public Accounts of the State of Texas, hereby join the Commissioners' court in the above contract to enforce the collection of delinquent taxes in said county, on this the 18 day of September, A. D. 1944.

Geo. H. Sheppard,
COMPTROLLER

Examined and approved this 13 day of September, 1944.

Grover Sellers,
Attorney General

IN THE MATTER OF PAYMENT OF ROAD & BRIDGE SCRIP WARRANTS.

SPECIAL SESSION
AUG. 30, 1944

BE IT REMEMBERED, that the Commissioners Court of Titus County, Texas, met in Special Session August 30, 1944 at the Court House in Mt. Pleasant, Texas with the following members present, to-wit:

Ed Dickson	County Judge
L. C. Banks	Commissioner Prec. 1
C. H. Taylor	Commissioner Prec. 2
E. E. Nugent	Commissioner Prec. 3
C. M. Goodwin	Commissioner Prec. 4.

There came on to be considered the matter of payment of certain scrip warrants issued by the said Titus Co. Texas, against the Road & Bridge Fund of said County.

Commissioner Goodwin presented for consideration an order and moved its adoption. The motion was seconded by Commissioner Traylor. After due consideration and discussion of said order by the Court, the County Judge put the motion for a vote of the members of said Court and the said vote is as follows:

"AYES" Commissioners Banks, Taylor, Goodwin and Nugent.

"NOES" None

The said order is in words and figures as follows, to-wit:

"WHEREAS, certain scrip warrants are ordered issued by Titus County, Texas, in paying of accounts for current expenses, and which scrip warrants are described as follows:

WARRANT NO.	DATE	PAYEE	WHAT FOR	AMOUNT
66	8-30-44	Hawkins Tire & Battery Co.	Tires	\$216.33
71	9-2-44	Red River Mtr. Co.	Parts	19.50

Whereas, all of the above mentioned scrip warrants were and are valid obligations upon the Road and Bridge Fund of said County; and there may not be sufficient funds on hand in said Road and Bridge Fund to pay said warrant when presented, and The First National Bank in Mt. Pleasant, Texas, being the depository for said County, will in due course have such scrip warrants presented to it for payment; and

WHEREAS, it is contemplated that said County will receive about the month of April, 1945

prior thereto and thereafter, certain funds and monies as its part or portion due for automobile licenses and registrations in said County for said year, and it will become a part of the Road and Bridge Fund of said County.

NOW, THEREFORE, be and it is hereby ordered by the Commissioners' Court of Titus County, Texas that there be and is hereby pledged unto The First National Bank in Mt. Pleasant, Texas, its successors and assigns, all of the first funds that may be hereafter collected from and of current revenues for the year 1944, not heretofore pledged and not legally due for sinking fund requirements therefrom, and/or the first monies and revenues due and owing and that may be paid and collected at the County's part or portion of the automobile licenses and/or registrations for and on automobiles or other motor vehicles paid in said County for the year 1945 from and with which to repay said Bank for the amounts of the above mentioned scrip warrants, with interest as herein provided, which said bank has paid, or may hereafter pay, to the holders thereof and the said Commissioners' court hereby obligates said County to pay unto the said The First National Bank in Mt. Pleasant, Texas, its successors and assigns, the amount of its aforesaid scrip warrants obligations which said Bank has paid or may hereafter pay unto the holders thereof, together with interest upon each of said warrants from the date of the paying of same by said Bank to the holders thereof at the rate of 5% per annum.

PASSED AND APPROVED this 30th. day of August, 1944.

ATTEST; Floyd Keith, County Clerk.

Ed Dickson, County Judge.

There being no further business before the court, motion was made by Commissioner Nugent seconded by Commissioner Banks to adjourn, all members voted "Aye" motion carried.