

April 18, 1941

THE STATE OF TEXAS ()

COUNTY OF JOHNSON ()

BE IT REMEMBERED That at a called meeting of the Commissioners' Court of Johnson County, Texas, held on the 18th day of April, A. D. 1941 the following members were present: Hon. Roy Anderson, County Judge; Roy Wyatt, Commissioner of Precinct # 1; H. O. Hadley, Commissioner of Precinct # 2; Dallas Thompson, Commissioner Precinct # 3; G. T. Elliott, Commissioner Precinct # 4; and A. T. Griffin, County Clerk. Among other things they did the following:

Upon the motion of Commissioner Hadley, seconded by Commissioner Thompson, it was ordered by the Court that the written waiver of County Attorney R.L. Crosier, dated Feb. 15, 1941, in which he waived the issuance of the thirty days written notice by the Commissioners' Court to file delinquent tax suits, be received and recorded in the Minutes of the Court.

The waiver being as follows:

THE STATE OF TEXAS){
){
COUNTY OF JOHNSON){

TO THE COUNTY JUDGE AND COMMISSIONERS' COURT OF JOHNSON COUNTY, TEXAS:

GENTLEMEN:

I, R.L. Crosier, County Attorney of Johnson County, Texas, hereby waive the receipt of the thirty days written notice by the Commissioners' Court to me to file delinquent tax suits in behalf of the County of Johnson and State of Texas. I further waive any legal right that I may have to any fees that I may be entitled to receive from the collection of such delinquent taxes, and I hereby agree that the Commissioners' Court of Johnson County may contract with any competent attorney to enforce or assist in the enforcement of the collection of any delinquent state and County taxes for a per cent on the taxes, penalty, and interest actually collected, and to enter into any other contract with an attorney

which the court is under authority of law authorized to enter into, and I further hereby waive any and all rights that I may have by reason of being the County Attorney, insofar, as it applies to the collection of the delinquent taxes due the state and county.

Dated this the 15th day of February, 1941.

R.L. Crosier, County Attorney,

Johnson County, Texas.

Upon the motion of Commissioner Elliott, seconded by Commissioner Thompson, it was ordered by the Court to adopt the following resolution:

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 J.N. Bauldwin, a licensed attorney, for, the latter to collect delinquent taxes in said County for 8% of the amount of taxes, penalty and interest collected, said contract to end on the 31st day of December, 1942, with six months thereafter to complete pending suits, requiring said attorney to give bond in the sum of \$5000.00, 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: G.T. Elliott, Dallas Thompson, Olin Hadley and Roy Wyatt. Those voting "No" were: 0.

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.

Roy Anderson, County Judge.

J.R. Wyatt, County Commissioner, Precinct #1

Olin Hadley, County Commissioner, Prec. # 2

Dallas Thompson, County Commissioner Prec.#3

G.T. Elliott, County Commissioner Prec. # 4

[illegible]

I, the undersigned, County Clerk of Johnson County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order, of the Commissioners' Court of said County, of record in Vol. 13, page 30, of the Minutes of said Court.

Witness my official hand and seal this 19 day of April, 1941.

A. T. Griffin, County Clerk,

Johnson County, Texas.

By Mrs. H.L. Cain, Deputy.

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS)
)
COUNTY OF JOHNSON) KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Commissioners' Court, after having given the County Attorney of Johnson 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 Johnson 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 7335, Revises 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 J.N.Bauldwin, a licensed attorney whose post office address is Cleburne, 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 not 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 of district attorney, now holding office in said County.

Now, Therefore, this contract made and entered into by and between the County of Johnson 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 J.N.Bauldwin of the County of Johnson, 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 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 not 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 commissioner 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 delinquency, 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 know 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, the 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 sub-division 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 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 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 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 of Comptrollers 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 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.

VIII.

First Party agrees to pay to Second Party as compensation for the services hereunder required eight 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, 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 be 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 April 21st, 1941 to Dec. 31, 1942, both dates inclusive (not to extend beyond December 31, 1942, 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 Dec. 31, 1942, 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 given 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 commissioners 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 5,000 Dollars, (nor to be less than \$5,000 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 owing unencumbered 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 XI and XVI 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 be 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 diled 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 sane 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 X 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 commissioner due to be allowed under the terms of this contract.

Note: Should the Commissioners' Court and the contracting party elect that the commissions 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.

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 or copies shall also contain 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.

XVI.

At the terminating date of this contract December 31, 1942 (and before receiving any commissions thereafter out of the 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, and the amount collected and the amount uncollected. The said report, form to be furnished by the State Comptroller, shall be 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 7346, 7347, and 7348, Revised Statutes of 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 reports 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 Johnson County, as of December 31, 1942, 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.

[illegible]

I, the undersigned, County Clerk of said County, certify that the above and foregoing is true and correct copy of a contract recorded in Vol. 13, page 31 in the Minutes of the Commissioners' Court of said County.

Witness my hand and seal of said Court on this the 24 day of April, A.D. 1941

A.T. Griffin, County Clerk,

By _____, Deputy.

Johnson County, Texas.

Upon the motion of Commissioner Hadley, seconded by Commissioner Thompson it was ordered by the court that the meeting adjourn subject to the call of the County Judge.

Attest: _____ County Clerk _____ County Judge

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