

IN THE MATTER OF THE COLLECTION OF DELINQUENT TAXES DUE THE STATE OF TEXAS AND SABINE COUNTY FOR ALL PURPOSES AND OF EMPLOYING COMPETENT ASSISTANCE FOR SAID PURPOSE.

IN THE COMMISSIONER'S COURT OF SABINE COUNTY TEXAS.

This the 8th day of October, A. D. 1928, came on to be considered the matter of collection of the Delinquent taxes due The State of Texas and Sabine County for the years Delinquent for 1909 to 1926, inclusive, and also came on to be considered the matter of the employment of this court of capable and competent counsel to assist the County Attorney of this Court in bringing such suits and in the matters generally incident to the proper handling of such suits as may be necessary in the collection thereof, and of all such other matters incident to the collection of same, and the commissioner's Court, having considered said matters and Zed Bridges, an Attorney of Shelby County, Texas, at Center, Texas, having made an appropriate and advantageous offer, as hereinafter shown, and the court having decided that it would be for the best interest of all the County to employ such an attorney in order that proper proceedings be instituted looking to the collection of all such taxes due said State and County, and there being at this time a large amount of money due said State and County, of Sabine County; it is accordingly ordered that said Court, do and it does hereby for and in behalf of said County, contract with the said Zed Bridges to bring all such suits as may be necessary for the collection of all such delinquent taxes in accordance with the following agreement, to-wit:

The State of Texas )  
County of Sabine )

This instrument of writing and indanture entered into on the 24th day of September, A. D. 1928 by and between the commissioners Court of Sabine County, acting for and in behalf of Sabine County, Texas, and the State of Texas, hereinafter called party of the first part, and Zed Bridges of Center, Shelby County, Texas, hereinafter called party of the second part.

WITNESSETH:

Whereas, there is due and owing the State of Texas, and Sabine County, including its various municipal subdivisions, large amount as taxes delinquent and insolvent for the years 1909; to 1926, which are undollected, and have not been collected, but remains as valid chaages on the property's situated in Sabine County, And

Whereas, due to the fact that the duties of the officer of the County Attorney of Sabine County, is such and renders such official inability to properly handle and efficiently bring

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suits necessary for the Collection of said Delinquent Taxes, and renders it imperative and necessary to employ capable assistance and an attorney for the purpose, and

Whereas, Zed Bridges, an attorney-at-law of Center, Texas, has proposed in consideration of the payment to him of Twenty five per cent (25%) of all delinquent Taxes collected and as due and payable to said County, <sup>and state</sup> of the Various Sources for which said taxes are due, including school district, both common and independent, County and Valorum, all County Bonds, Roads and otherwise, and all other county sources, <sup>also all state taxes</sup> as are now due and delinquent for said years save and except the following.

It is distinctly understood that R. H. Minton retains the judgment secured in the District Court of Sabine, County, Texas, on the 1<sup>st</sup> day of April A. D. 1928, No. 3481 as shown in the Delinquent Tax Judgment Records of Sabine County, Texas, on page 116 for \$202.44 wherein the State of Texas, is Plaintiff, and E. P. Padgett, is defendant, which is Taxes for the years 1921, 1922, 1923, 1924, 1925, and 1926.

It is distinctly understood that the said R. H. Minton retains the judgment secured in the District Court of Sabine County, Texas, on the 19<sup>th</sup> day of April, A. D. 1928, No. 3480, as shown in the Delinquent Tax Judgment record of Sabine County Texas, on page 116, for \$800.00 wherein the State of Texas, is Plaintiff, and Watson-Christenson Lumber Company is defendant which is taxes for the years 1917, 1918, 1919, 1920 and 1926.

It is also distinctly understood that the said R. H. Minton, retains the Judgment secured in the District Court of Sabine County, Texas, on the 19<sup>th</sup> day of April, A. D. 1928, No. 3452, as shown in the Delinquent Tax Judgment record of Sabine County, Texas, on page 117 for \$190.94, wherein the State of Texas, is Plaintiff, and Leah Thomas is defendant, which is Taxes for the years 1908, 1916, 1921, 1922, 1923, and 1924.

It is also distinctly understood that the said R. H. Minton reserves the right to collect all Delinquent Taxes due by Mrs. Lillian Knox, for the years 1922, to 1926 inclusive.

It is therefore agreed by and between the parties hereto, as follows:

1.

That the proposition to undertake the collection of said taxes as are delinquent as aforesaid, be, and the same is hereby accepted by said Commissioner's court of Sabine County

11.

That the fees to be allowed said attorney, Zed Bridges, for the undertaking shall be twenty-five per cent (25%) of all taxes of every source except the portion ~~thereof~~ ~~is~~ ~~due~~ ~~to~~ ~~the~~ ~~State~~ ~~of~~ ~~Texas~~, and also ~~to~~ ~~and~~ ~~except~~ the portion above set out that is reserved by the said R. H. Minton, and this commission shall include Twenty-five (25%) per cent of all amounts collected by suit or otherwise of every taxable source as may be due said County or any political subdivision thereof for said years delinquent.

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It is further agreed that the second part hereto will actively begin and commence the undertaking and of rendering notices and commence the filing of suits on or before the seventh of September, A. D. 1928, and that such undertaking shall be prosecuted with reasonable diligence until finally completed.

4.

It is agreed and it is hereby ordered and directed that the Commissions to be paid and payable hereunder are to be paid over to second party or his constituted agent out of the funds collected on the 1<sup>st</sup> of each and every month by the Tax Collector of said County.

5.

It is agreed that second party may at his own cost and expense use the prosecution hereof such assistance as may be deemed necessary but at his own cost and expense.

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That this contract shall not be revoked by either party hereto, but for the faithful performance hereof each party hereby binds itself and subscribes in triplicate to this the 24th day of September, A. D. 1928.

This contract is in force for two years, or longer if necessary.

Zed Bridges,  
Party of 2nd part.

R. H. Dent, County Judge, Sabine County  
Texas.

Commr. No. 1, E. J. McCown.

" " 2, J. A. Hyden.

" " 3, J. D. Edgar.

" " R. C. Travis.

Parties of First Part.

It is further ordered that duplicate originals of such agreement be and they are hereby signed by the County Judge of Sabine County, as the act and deed of the Commissioner's Court of Sabine County, for and in behalf of said County of Sabine, Texas.

R. H. Dent, County Judge, Sabine  
County, Texas.