

The order made under date of March 6th.1933, disallowing Affidavits of Erroneous Assessment of the Southwest Finance Corporation is hereby vacated and the said Corporation is permitted to file an amended affidavit and upon consideration of said application is disallowed upon the ground set forth in the County Attorney's letter of March 27th.1933; attached to the Affidavit of Central Finance Company and hereby referred to.

- CONTRACT -

THIS CONTRACT, Made and entered into by and between the Board of County Commissioners of Tulsa County, State of Oklahoma, in adjourned regular session assembled, hereinafter known and designated as Party of the First Part, and DAN TANKERSLEY, Party of the Second Part.

WITNESSETH: That, WHEREAS, there has been collected by the Oklahoma Tax Commission, and other tax collecting agencies of the State of Oklahoma, large sums of money, to-wit: approximately \$ _____ Dollars, from gross production taxes due to the various Counties of the State, which the said Oklahoma Tax Commission and other taxing agencies and collection agencies have no record of or information as to what Counties said amount should be distributed or the portions of which should be paid; and

WHEREAS, under Senate Bill No. 420 passed by the Fourteenth Legislature specifically provides that if within six months from the passage of the said Act if any title to said money is not proven by proper and competent evidence submitted by the County or other municipal subdivision of the State, which may claim said moneys or any part or portion thereof, then and in that event said sum shall be turned into the General Fund of the State of Oklahoma; and

WHEREAS, it is necessary for the protection of the interests of Tulsa County that said County, acting under, by and through its Board of County Commissioners, parties of the first part herein, establish whatever claim, if any, it has to said funds and any part thereof, and to prepare evidence of such ownership or claims, and that such preparation and presentation of evidence of ownership must be made within six months from the date hereof; and

WHEREAS, it will require time and expense in order to obtain said information, in the way of checking and auditing pipe line runs from various leases located in Tulsa County to ascertain if any funds now held by the Oklahoma Tax Commission, or any other agency of the State, were derived from said Tulsa County, or from oil and gas produced therein; and

WHEREAS, the duty under said Act to furnish said information lies with the Board of County Commissioners, and is not vested in any other County officer; and

WHEREAS, the said Board of County Commissioners are without available funds to pay for said services, nor do they have any appropriation out of which to employ persons for the rendition thereof; and

WHEREAS, such failure to employ some competent person for the doing and performing of such work and labor as is necessary to properly and adequately protect the interests of said Tulsa County, will in all probability result in great loss to said County; and

WHEREAS, DAN TANKERSLEY of Tulsa County, Oklahoma, has agreed to make said audit and furnish said information, and to stand all of the expenses necessary and incident thereto, and to take and receive his pay for such services rendered, contingent upon the recovery of said funds or any part thereof, for Tulsa County, Oklahoma.

NOW, THEREFORE, it is agreed by and between the said Board of County Commissioners of Tulsa County, State of Oklahoma, in adjourned regular session assembled, as heretofore set forth, party of the first part and DAN TANKERSLEY, party of the second part, that the said party of the first part does hereby employ party of the second part to act for them and in their behalf in search for information, the filing of claims, the discovery of evidence and all other necessary acts to be done and performed in determining the amount of tax or money held by the said Oklahoma Tax Commission, or any other tax collecting agency, that may be due to the said County of Tulsa, State of Oklahoma.

And the said Board of County Commissioners, party of the first part as hereinabove named, does hereby authorize the said DAN TANKERSLEY to do any and all things which may be legal, just and proper in order to secure and prove the claims of said County to any part of said funds, and to cause the amounts so found due, to be paid to the Treas. of Tulsa County, State of Oklahoma, except such portions thereof as may be due party of the second part under the terms of this Agreement.

It is further understood and agreed that the said party of the second part is to pay all expenses incident and necessary to such discovery and collections, and will not in any way or manner incur any expense or liability against the said Tulsa County, State of Oklahoma.

It is further understood and agreed by and between the parties hereto that said party of the first part agrees that out of any and all moneys recovered for said party of the first part, through the efforts of the party of the second part, in whole or in part, that the party of the first part will allow and pay, or permit to be paid to the said party of the second part 15% per cent of the amount so recovered, and does hereby give to said party of the second part a lien upon said sum for said amount, and in all cases in which the moneys due the party of the second part are not paid by separate check by the Oklahoma Tax Commission or other tax collecting agency, then and in that event, party of the first part does hereby authorize and order the County Treasurer of Tulsa County to pay unto DAN TANKERSLEY party of the second part, his agents or assigns, from the amount so recovered and paid into his office, from whatever source, the sum of 15% per cent as recovered or caused to be recovered under the terms of this agreement.