



OFFICE OF THE ATTORNEY GENERAL OF TEXAS
AUSTIN

GERALD C. MANN
ATTORNEY GENERAL

Honorable E. P. Jennings
County Auditor
Hardin County
Kountze, Texas

Dear Sir:

Opinion No. 0-1720
Re: Amount of attorney's fees
payable under an attorney's con-
tract with an independent school
district concerning delinquent
taxes

In your letter of request you advise that an independent school district entered into a contract with an attorney for the collection of delinquent taxes, agreeing to pay him the interest and penalties on delinquent taxes collected as compensation for his services. You request our opinion as to what amount should be paid the attorney when the interest and penalties on a collection exceed 15%.

The applicable statutes are Articles 7343 and 7335, Revised Civil Statutes, 1925, and Article 7335a, Vernon's Civil Statutes. Since the main point involved in your question has been passed upon by the Supreme Court in a recent case, we deem it unnecessary to quote the above statutes.

In the case of Bell v. Mansfield Independent School District, 129 S. W. (2d) 629, the district had contracted to pay Bell 20% of all amounts collected under a delinquent tax contract. The Supreme Court, in an opinion by Judge Hickman, there held that the percentage payable to an attorney under such a contract with an independent school district could not exceed 15%, and that the contract involved in that case was, for that reason, void. We construe Article 7335a, Vernon's Civil Statutes, in the light of the above opinion, as limiting the amount payable to an attorney under such

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a contract with an independent school district to a maximum of 15% of each individual tax, penalty and interest collection.

In construing contracts courts will read existing laws into the same unless it clearly appears that the contrary was intended by the parties. Gulf Production Company v. Cruse, 271 S. W. 886 by the Commission of Appeals; Trinity Portland Cement Co. v. Lion Bonding and Surety Company, 229 S. W. 483, by the Commission of Appeals; 10 Texas Jurisprudence 316.

From your letter we are assuming that there is no clear provision in the contract that more than 15% will be paid when the penalties and interest exceed that amount. In favor of the validity of the contract, therefore, we believe that the limitation of 15% will be read into the contract in question.

Our answer to your question is that the attorney should be paid 15% of the amount of the collection in the case to which you refer.

Yours very truly

ATTORNEY GENERAL OF TEXAS

By *Glenn R. Lewis*
Glenn R. Lewis
Assistant

CRL:LN

APPROVED DEC 1, 1939

Gerard B. Mann

ATTORNEY GENERAL OF TEXAS

