

COUNTIES BUDGET LAW: Liability of county for supplies
not included in officers' budget.

January 8, 1941



Hon. Wayne Norman
Prosecuting Attorney
Unionville, Missouri

Dear Sir:

This will acknowledge receipt of your letter
of January 6, 1941, asking for an opinion as follows:

"During the year of 1939, the sheriff of
this county bought certain supplies for the
county jail, the county court, feeling that
the supplies unnecessary, wrote the manufac-
turers cancelling the order. The supplies
were forwarded and were accepted by said sher-
iff. To date the account has not been paid and
suit has been brought against county for same.
Said sheriff did not list any such expected
purchase in his budget for the year, in fact
it has been the practice in this county that
such supplies be purchased for the court house,
county farm and jail in one account and made
by the county court."

The Supreme Court has answered your question
in the case of Missouri-Kansas Chemical Corporation v.
New Madrid County reported in 139 S. W. (2d), page 457,
cited on May 4, 1940, from which case the following ex-
cerpts are taken.

"County jails are to be kept in good and
sufficient condition, Sec. 8524, R. S. 1929,
Mo. St. Ann. Section 8524, p. 6243, and the
sheriff of the county has the custody, rule,
keeping and charge of the jail, Sec. 8526, Ibid.
Construing said sections, Kansas City Sanitary
Co. v. Laclede County, Banc, 1925, 307 Mo. 10,

17, 269 S. W. 395, 398 (9, 10), relied upon by plaintiff, held a sheriff had authority to purchase the necessary supplies to keep the jail in good and sufficient condition and needed no authorization from the county court to render his county liable for necessary purchases for such purposes.

"But, in 1933 the General Assembly enacted the 'county budget law,' Laws 1933, p. 340 et seq., Mo. St. Ann. Section 12126a et seq., p. 6434, which provides for an annual budget presenting a complete financial plan for the ensuing year. We refer to some, not necessarily all, of its provisions influencing our conclusions. Section 1 makes Secs. 1 to 8 inclusive, thereof applicable to counties having 50,000 inhabitants or less and requires the preparation of an annual budget of estimated receipts and expenditures by the respective county courts. Section 2 provides a classification for proposed expenditures. Section 3 makes it the duty of every officer claiming any payment for supplies to 'submit an itemized statement of the supplies he will require for his office.' Section 4 requires the county court to balance its estimated budget. Section 5 requires the county court to show the estimated expenditures by specified classes. Sections 6 and 7 require officers expecting to receive supplies to be paid for from county funds to submit certain specified information, estimates, et cetera, including the separate listing of each item of supplies. Section 8 requires the county court to go over, revise and amend the estimates to promote efficiency and economy, the public interest and to balance the budget; requires the recording and filing of certified copies of the revised estimate, and also provides: 'Any order of the county court of any county authorizing and/or directing the issuance of any warrant contrary to any provision of this act shall be void and of no binding force or effect * * *.' Section 9 provides that Secs. 9 and 20 inclusive, apply to counties

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having more than 50,000 inhabitants. Section 22 repeals all laws or parts of laws in so far as they conflict with the county budget law.

"(1, 2) New Madrid county has less than 50,000 inhabitants. It is admitted of record that the budget of New Madrid county for 1934, 1935 and 1936 for the purchase of disinfectant, etc. for the county jail, with the exception of the \$200 paid on account, had been exhausted at the time the several respective purchases here involved were made and that the balance sued for consists of items purchased in excess of the budget allowances therefor in the respective years. Plaintiff's representative testified he had been informed the budget 'was low,' and, as we read the record, some statements were dated as of the year following the actual delivery of the supplies. On the record made any order of the county court seeking to effect the payment of the balance due, under the quoted provision of Sec. 8, supra, would be void and of no binding force and effect. Now, absent exceptional circumstances, a sheriff's authority to obligate his county is restricted to his budget allowances. The directed verdict for the county was proper. Consult Traub v. Buchanan County. 341 Mo. 727, 731(3), 108 S. W. (2d) 340, 342(3); Carter-Waters Corp. v. Buchanan County, Mo. Sup., 129 S. W. (2d) 914(2)."

Based upon the above cited decision, it is the opinion of this Department that upon the statement of facts contained in your letter recovery cannot be had against Putnam County.

Respectfully submitted,

W. O. JACKSON
Assistant Attorney General.

APPROVED:

COVELL R. HEWITT
(Acting) Attorney General

WOJ/me