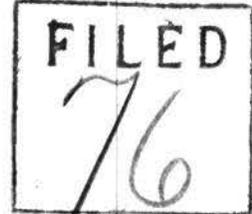


COUNTY CONTRACTS: Officers cannot be interested in contracts of the county.

August 2, 1939

Mr. G. W. Rogers
Prosecuting Attorney
Ozark County
Gainesville, Missouri



Dear Sir:

We have your request of recent date for an opinion as to the construction of Section 2089, R. S. Mo. 1929. The questions raised by you are as follows:

"1. The County Court in session makes an order directing the publishing of certain notices, designating that they be published in the Ozark County Times. Another paper is published at Bakersfield, Missouri, in this county. If the Presiding Judge, as Editor, publishes these notices, is it a violation of the statute?

"2. The Ozark County Times prints the envelopes, stationery, and other supplies for the County offices. The bills are made out to the County officers. The County Court issues a warrant to the County officers and then require the county officers to endorse the warrants and turn them over to the Presiding Judge in payment for the printing and other supplies. Is this a violation of the statute?

"3. The law requires publication of notices by the collector in selling land for delinquent taxes. Is this a violation

of the law if the notices are published in the paper belonging to the Presiding Judge when there is another newspaper in the County?

"4. The law requires certain publications in regard to holding elections, and requires that these notices be published in two papers in the county. Would the publication of this matter in the paper belonging to the Presiding Judge be a violation of the statute?"

Since Section 2089 prohibits county judges from becoming a party to any contract in which the county is directly or indirectly interested, it would appear that a reasonable construction of this statute makes all of the above acts set out in the four paragraphs illegal. The simple matter of a contract merely calls for an agreement between the county judges on one side and some person on the other, wherein certain services are to be performed for the benefit of the county, or supplies furnished to the county, in return for the consideration of the county court transferring portions of the county revenue under such contract to the persons performing the service or selling the supplies to the county.

There appear to be no cases interpreting this section in this state, but under the general law of contracts, this office is of the opinion that a county judge cannot be a party to any contract which involves the transfer of county funds directly or indirectly to him personally.

Respectfully submitted

FRANKLIN E. REAGAN
Assistant Attorney General

APPROVED:

J. E. TAYLOR
(Acting) Attorney General

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