

Opinion No. 320 Answered by Letter
(Randolph)

September 28, 1964



The Honorable Earl R. Blackwell
State Senator
Twenty-Second District
Hillsboro, Missouri

Dear Senator Blackwell:

This letter is in response to your recent letter requesting an opinion of this office on the following question:

"Can a third class municipality legally enter into an oral contract with the county assessor to furnish an assessment list to said municipality?"

Section 432.070, RSMo, provides as follows:

"No county, city, town, village, school township, school district or other municipal corporation shall make any contract, unless the same shall be within the scope of its powers or be expressly authorized by law, nor unless such contract be made upon a consideration wholly to be performed or executed subsequent to the making of the contract; and such contract, including the consideration, shall be in writing and dated when made, and shall be subscribed by the parties thereto, or their agents authorized by law and duly appointed and authorized in writing."

The Honorable Earl R. Blackwell

This statute requires all contracts made by a municipality to be in writing. The requirements of this section are mandatory and an oral contract made in violation thereof is void ab initio and cannot be rendered valid even after services are performed or work done. St. Francois County v. Brookshire, Mo. Sup., 302 SW2d 1.

Accordingly, it is our opinion that a third class municipality may not legally enter into an oral contract with the county assessor to furnish an assessment list to said municipality.

Yours very truly,

THOMAS F. EAGLETON
Attorney General

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