

**Appropriations, Use of for Betterments, Montana State Fair.**

An appropriation made for betterments of the Montana State Fair may be applied in payment for the grand stand, as the grand stand comes within the meaning of the word "betterments."

Helena, Montana, February 24, 1910.

State Board of Examiners,  
Helena, Montana.

Gentlemen:

I am in receipt of your favor of the 21st instant, enclosing a letter, bearing date February 16, 1910, from the executive committee of the Montana State Fair, and also a copy of a contract entered into on the 16th day of June, 1906, by and between the Montana State Fair and the State Grand Stand Company.

The letter of the executive committee asks you to make an order permitting them to use \$2,000.00 of the appropriation of \$5,000.00, made by house bill No. 400, approved March 12, 1909, for "betterments, state fair."

From investigation which I have made I learn that of this appropriation made for 1909 there remains unexpended the sum of \$2,000.00, and the question now arises whether or not the application of this unexpended portion of the appropriation properly comes within the term "betterments." After careful consideration and reflection upon the question and in the light of what is stated by the executive committee of the State Fair, and the contract for the erection of the grand stand, I am of the opinion that the expenditure of money in payment for this grand stand may be considered a "betterment."

The grand stand does not belong to the state of Montana, nor to the

Montana State Fair, but was placed there by a company at its own expense, under contract made and entered into with the State Fair. A grand stand on the fair grounds is very necessary, and any expenditure applying upon the purchase of such necessary fixture is properly considered a "betterment."

It would be to the lasting damage and detriment to the fair were the grand stand removed by its present owners. And, moreover, the contract entered into by the executive committee of the fair should be given respect and held inviolate, provided the same is fair and intended to meet existing conditions, with resulting advantage and benefit to this institution.

I think the purchase of the grand stand, or the application of money thereon, is as much of a "betterment" under the conditions as shown to exist under this contract, and the letter of the executive committee, as though it was proposed to erect a new building for the use and benefit of the state.

Very truly yours,

ALBERT J. GALEN,  
Attorney General.