

**Claims—Counties—County Commissioners — Printing—
Sheriff—Contracts—Newspapers.**

All blanks, stationery, and similar supplies should be included in the contract for the county printing and let to some newspaper within the county and furnished by it, either directly or through some other newspaper or printing establishment within the state, to which any part of the contract is sublet, and the County Commissioners are without authority to pay a claim for such supplies furnished by any person other than the one holding such contract.

A. S. Huffman, Esq.,
Chairman Board of County Commissioners,
Philipsburg, Montana.

My dear Mr. Huffman:

You have submitted to this office for my opinion the question whether the County Commissioners have authority to allow a claim against the county for printed forms for the sheriff's office that were secured from without the county and not from the printer holding the contract for county printing.

Section 4482, Revised Codes of 1921, has reference to and controls county printing and supplies, and so much thereof as is applicable here, is as follows:

“It is hereby made the duty of the County Commissioners of the several counties of the State of Montana to contract with some newspaper, published at least once a week, and of general circulation, published within the county * * * to do and perform all the printing for which said counties may be chargeable, including all * * * blanks, blank books, stationery, election supplies, loose-leaf forms and devices, official publications, and all other printed forms required for the use of such counties, at not more than the following prices: * * * All newspapers which may receive any contract for printing under this Act, and which may not be able to execute any part of such contract, shall be required to sublet such contract or portion of contract to some newspaper or printing establishment within the state, which shall do the work under contract so sublet entirely within the state with Montana labor.”

It is apparent from the foregoing that it was unquestionably the intention of the Legislature that all blanks, stationery, and similar supplies should be included in the contract provided for in such section, and be furnished either directly by the newspaper holding the contract, or by some other newspaper or printing establishment within the state to which any part of the contract is sublet under the provisions of such section. This being true, the furnishing of the blanks for the use of the sheriff fell within the terms of the contract then in existence for the county printing, and neither the Sheriff nor the Board of County Commissioners had any authority to purchase such blanks from any person other than the person holding such contract. That the blanks in question are termed "stock forms" is wholly immaterial. If such forms may be purchased from others than the one holding the contract for the county printing, then there is no reason why a county may not use stock forms altogether and thus annul, to a very large extent, both the statute and the contract for county printing entered into under its provisions.

It is, therefore, my opinion that the advice given you by your County Attorney is correct and that you are without authority to allow such a claim.

Very truly yours,

WELLINGTON D. RANKIN,

Attorney General.