

**Conditional Sales Contracts — County Clerks — Filing —
Originals—Duplicates.**

Where conditional sales contracts are executed in duplicate or triplicate each is an original and entitled to be filed as such. Contract filed should be identical with those not filed. If one of the contracts is stamped "original" the one filed must be likewise stamped; otherwise it is not an exact counterpart of contract not filed.

Frank P. Gault, Esq.,
County Attorney,
Great Falls, Montana.

June 29, 1929.

My dear Mr. Gault:

The county clerk of your county has asked certain questions concerning the filing of additional sales contracts. The substance of the inquiry is whether the clerk should file a carbon copy of the contract when the said contract has been executed in duplicate or triplicate without the same being certified in the manner required by law.

Section 7594 R.C.M., 1921, as amended by Section 1 of Chapter 45, Laws of 1925, provides that all contracts, notes and instruments for the transfer or sale of personal property where the title is stipulated to remain in the vendor until the payment of the purchase price, or some

part thereof, shall be in writing and the original or true copy thereof, certified by the county clerk and recorder, shall be filed with the county clerk and recorder of the county where said personal property was situated at the time of the execution of said contract, note or other instrument, and if the vendee resides without said county the original or a certified copy thereof shall be filed in the county where the vendee resides.

Where such contracts are executed in duplicate, triplicate, or any greater number, even though the typewritten portion is on one copy made with the use of a typewriter ribbon and the others by carbon paper, they all constitute originals where each of them is executed by the parties as required by law.

Lewis vs. Phillips-Boyd Pub. Co. (Ga.), 89 S. E. 177;

Virginia-Carolina Chemical Co. vs. Knight, 56 S. E. 725.

Any one or more of said originals would be entitled to be filed as an original and not as a copy.

It is stated in the letter of the county clerk that when some of these contracts are presented for filing one of them (the one made with the typewriter ribbon) is stamped "original" and the others (made by carbon paper) are stamped "copy" and that one of the contracts marked "copy" is presented for filing, while the other marked "original" is retained by the person presenting the contract for filing. As all of these contracts are originals no one of them should be filed as such unless it is the same as the others. If any one of them bears the stamp "original" the one that is filed should likewise bear that stamp as otherwise it would not be a complete counterpart of the one marked "original."

After these contracts have been executed in such a manner that they all constitute originals, it is not within the province of the person presenting them for filing to add anything thereto which would apparently alter the legal effect of the contracts as originals. One of the parties to the contract may not give to an original contract a legal aspect different than that which the law gave it at the time it was executed. In the matter of evidence a copy of a contract does not have the same legal efficacy as an original until a certain foundation has been laid accounting for the failure to produce the original. After the execution and delivery of the contract there should be no addition placed upon it. When these contracts are executed as originals they should not be marked "copy."

It is therefore my opinion that where contracts are executed in duplicate or triplicate that each of them is an original and entitled to be filed as such, but that if any one is indicated by a stamp as being an original that the same stamp should be placed upon the one that is filed in order to constitute it an exact counterpart of the other, and that it is not within the province of the county clerk to certify one of said instruments as a copy when in fact it has the legal effect of being an original.

Very truly yours,

L. A. FOOT,
Attorney General.