

man, dated June 8, 1933, and opinion to F. V. Watts, dated August 22, 1933.)

This office has also held that a contract entered into in violation of the Nepotism Act is void. (See opinion to C. C. Guinn, supra.) Since such a contract is void, a warrant for salary based on it is also void. It is likewise my opinion that when these facts are brought to the attention of the county treasurer by the county superintendent of schools, payment of the warrant should be withheld. I agree with the conclusion you have reached to the same effect.

Opinion No. 72.

Nepotism—Schools—County Superintendent—Warrants, Invalid and Payment May be Stopped—County Treasurer.

HELD: When the county superintendent of schools notifies the county treasurer that school district warrant for salary is based on contract made contrary to the Nepotism Act, payment thereof should be withheld by the county treasurer.

March 29, 1935.

Mr. A. D. Baker
County Attorney
Ryegate, Montana

You have submitted the question whether a county superintendent of schools may stop payment of a school warrant issued to a teacher employed by a school district in violation of the Nepotism Act.

It has heretofore been held by this office that the Nepotism Act (Chapter 12, Laws of 1933) applies to the trustees of school districts. (See opinion to Miss Ellen Colleran, dated March 24, 1933; opinion to C. C. Guinn, dated April 25, 1933; opinion to Earl Wine-