



**THE ATTORNEY GENERAL
OF TEXAS**

AUSTIN 11, TEXAS

PRICE DANIEL
ATTORNEY GENERAL

December 23, 1947

Honorable P. W. Minter
County Attorney
Jim Hogg County
Hebbronville, Texas

Opinion No. V-464

Re: The liability of Jim Hogg County Independent School District to pay for services which Thos. Y. Pickett & Co. rendered in connection with passage of S. B. 304, 50th Legislature.

Dear Sir:

We refer to your letter requesting an opinion as to the liability, if any, of Jim Hogg County Independent School District to Thos. Y. Pickett & Co. for services rendered in connection with the passage of S. B. 304, 50th Legislature, Regular Session, Acts 1947. We appreciate receiving your attached copy of the opinion and brief by Mr. John C. Beasley.

We quote from a copy of the letter addressed to you on the matter by Hon. W. W. Jones, Trustee, Jim Hogg County Independent School District, as follows:

"At a meeting of the Board of Education of the Jim Hogg County Independent School District held on Friday, November 14, 1947, at 10:30 a. m. in the office of the superintendent of schools, the following motion was passed:

'that no action be had on the following statement to say:

Oct. 1, 1947

Jim Hogg County Independent School District

in account with
Thos. Y. Pickett & Company.

Services rendered, and expenses incurred in connection with passage of Senate Bill #304, creating Jim Hogg County Independent School District, County-wide - - - - \$5,000.00

Thos. Y. Pickett & Company
Signed Thos. Y. Pickett

until the opinion of the Attorney General of Texas is obtained concerning its validity.'

"And in connection with this matter I am enclosing to you an opinion rendered to me by my attorneys that raises a serious question as to the liability of our school district for this statement that has been rendered to it."

In view of the holding in *Graves & Houtchens v. Diamond Hill Independent School District*, 243 S. W. 638, we consider it only necessary to advise that we are in accord with Mr. Beasley's opinion to the effect that the employment of Thos. Y. Pickett & Co. by the County Judge, acting as County School Superintendent, is not binding on the newly created Jim Hogg County Independent School District or any prior School District of Jim Hogg County. That case holds that a contract by which a county employed persons to secure the defeat of a proposed bill was null and void as against public policy and as against at least the spirit of certain articles of the Penal Code.

We quote from *Graves & Houtchens v. Diamond Hill Independent School District*, supra, at page 639:

"While it is doubtless true that there is power in a Board of Trustees of an Independent School District to employ counsel and pay out of the public funds of the district a reasonable fee in cases where the interests of the district require assertion or defense in the courts of the county, we find no authority, after careful search, either expressed or implied in the statutes of this State, to employ counsel and expend the public funds of the district in the attempt to secure or defeat legislation."

SUMMARY

Jim Hogg County Independent School District is not liable and cannot legally pay or assume a fee of \$5,000.00 on account rendered by Thos. Y. Pickett & Co. for "services. . .and expenses in connection with the passage of Senate Bill No. 304" creating the District. *Graves & Houtchens v. Diamond Hill I.S.D.*, 243 SW 638.

Yours very truly

APPROVED:

Price Daniel
ATTORNEY GENERAL

ATTORNEY GENERAL OF TEXAS

By *Chester F. Ollison*

Chester E. Ollison
Assistant

CEO/mw/JCP