



OFFICE OF THE ATTORNEY GENERAL OF TEXAS

AUSTIN

G. G. FILE NO. 1
0-4470
GERALD C. MANN
ATTORNEY GENERAL

Honorable Homer Garrison, Jr.
Director, Department of Public Safety
Camp Mabry
Austin, Texas

Dear Sir:

Attention: Mr. J. B. Draper

Opinion No. 0-4470

Re: Authority of Department of Public
Safety to sign an agreement assuming
responsibility for the issuance of
a duplicate cashier's check.

Your letter of request of February 25 asks the opinion of this department upon the question whether the Department of Public Safety has the statutory authority to enter into an agreement with the First State Bank of Franklin, Texas, regarding issuance of a duplicate cashier's check, by virtue of which agreement the department will assume the responsibility of indemnifying the First State Bank of Franklin against any loss it might suffer by reason of the issuance of the duplicate cashier's check.

It appears, according to your letter, that on Dec. 11, 1941, Driver's License Examiner O. R. Hale purchased cashier's check No. 9783 in the amount of \$30.50 from the First State Bank in Franklin, Texas, for submission of driver's license fees to your department. Check was placed in the mails at Bryan, Texas, addressed to your department on that date, but at the time of the writing of your letter had not been received and you assume that it has been lost in transit. You advise that the president of the First State Bank in Franklin was advised to stop payment on this cashier's check and was contacted regarding issuance of a duplicate cashier's check; that he refused to comply with your request and advised you to inquire of this department as to whether or not you have the authority to sign an agreement assuming responsibility for the check in the event said instrument should fall into fraudulent hands. It appears that the First State Bank in Franklin is willing to issue the duplicate check, if your department will sign an agreement of indemnity.

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It is a familiar rule that public officers have only such authority as is conferred upon them by law. The power to enter into contracts and agreements for and on behalf of the State of Texas must be expressly conferred by statute, or reasonably implied from the nature of powers which are expressly conferred upon the officers and departments of this State by statute. You are advised that, in the opinion of this department, the Department of Public Safety does not have the authority to enter into an agreement with the First State Bank in Franklin, Texas, to indemnify that bank against loss. Such authority is not expressly conferred by statute, and the authority to enter into agreements of such nature is not reasonably to be implied from the powers which are expressly conferred upon the Department of Public Safety by law.

Yours very truly

APPROVED MAR 27, 1942

ATTORNEY GENERAL OF TEXAS

Good
FIRST ASSISTANT
ATTORNEY GENERAL

By

R. W. Fairchild
R. W. Fairchild
Assistant

RWF:AMM

