



**THE ATTORNEY GENERAL
OF TEXAS**

AUSTIN 11, TEXAS

**WILL WILSON
ATTORNEY GENERAL**

August 14, 1959

Honorable M. T. Harrington, Chairman
Cotton Research Committee of Texas
Texas A & M College
College Station, Texas

Opinion No. WW-685

Re: Authority of the Comptroller of Public Accounts to approve a P-1 voucher drawn against the Cotton Research Committee in favor of Texas Technological College for reimbursement for the purchase price of two spinning frames purchased for the Committee.

Dear Dr. Harrington:

You have requested our opinion concerning a question which is predicated on the following facts:

The Cotton Research Committee receives research proposals from the various State educational institutions and State agencies. The Committee evaluates each of these proposals and within certain dollar limitations, imposed by the appropriation to the Committee, agrees to sponsor certain of the proposals.

Under the agreement entered into between the Committee and the State educational institutions or State agencies, the Committee agrees to pay the cost of conducting the research covered by the accepted proposal.

Quoting from your letter of April 15, 1959, to the Honorable Robert S. Calvert:

". . .

"The Cotton Research Committee of Texas has had as a policy for several years and provides in its annual memorandum agreement with each

institution, that any equipment purchased for a research project for which Committee appropriated funds are used to reimburse the educational institution shall become the property of the Cotton Research Committee of Texas and shall be subject to the Committee's control. This policy enables the Committee to transfer items of equipment from one college campus to another in sponsoring various research projects and it eliminates duplication of technical research equipment between the institutions conducting research for the Committee.

"The transaction in question consists of two spinning frames costing \$20,511.58 which were needed by Texas Technological College to conduct a research project covered by a memorandum agreement between the Cotton Research Committee and Texas Technological College. In evaluating this research proposal submitted by the Texas Technological College to the Committee, we were aware that it would be necessary for Texas Technological College to secure these two spinning frames and we provided in our memorandum agreement with Texas Technological College a sum sufficient to cover these items of equipment with our standard provision that the equipment, once Texas Technological College had been reimbursed for its cost, would become property subject to the control of the Cotton Research Committee.

"For this particular transaction, Texas Technological College ordered the spinning frames through the State Board of Control and paid for the items with Local Funds not deposited in the State Treasury. The attached P-1 form is an attempt on the part of the Cotton Research Committee of Texas to carry out its agreement with Texas Technological College to reimburse the Local Funds of Texas Technological College out of the General Revenue appropriations made by the 55th Legislature to the Cotton Research Committee of Texas for the costs of conducting research programs."

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The Comptroller of Public Accounts has refused to approve the voucher to reimburse the Texas Technological College Local Funds for the cost of the two spinning frames used in the research program conducted by the College.

In his letter to you, dated April 20, 1959, the Comptroller states:

" . . . I am of the opinion that the act creating the Cotton Research Committee does not provide for the sale of equipment from the schools which participate in the program, to the Cotton Research Committee.

"It is my further opinion that the act only provides for the reimbursement for the use of the equipment and not for Capitol Outlay."

Your letter concludes by asking our opinion "as to the legality of the claim."

In view of the facts set forth, it is necessary for us to determine whether the Cotton Research Committee was acting within its authority in seeking to reimburse the Texas Technological College Local Funds for the cost of the two spinning frames used in a research program sponsored by the Committee.

In order to determine the scope of the authority of the Cotton Research Committee, it will be necessary to look to the statute creating the Committee. Section 2 of Article 165-4a of Vernon's Annotated Texas Civil Statutes reads in part as follows:

"A Cotton Research Committee . . . is hereby created and established to cause surveys, research and investigations to be made relating to the utilization of the cotton fiber, cottonseed, and all other products of the cotton plant, with authority to contract with any and all Agricultural Agencies and Departments of the State, and all State Educational Institutions and State Agencies to perform any such services for said Committee

and for the use of their respective available facilities, as it may deem proper, and to compensate such Agencies, Departments and Institutions to be paid from money appropriated by the Legislature for the purposes of this Act. . . ." (Emphasis ours).

Quoting now from the appropriation to the Cotton Research Committee in House Bill 133, Acts 55th Legislature, Regular Session, 1957, Chapter 385, page 1130, we find language which has further bearing on the power of the Committee:

" . . . The Cotton Research Committee is hereby authorized, to contract with any or all of said institutions to perform such services for said Committee as it may deem proper and to compensate said institution or institutions for the cost thereof from the funds herein appropriated. . . ." (Emphasis ours).

The Committee is specifically directed to cause surveys, research and investigations to be made relating to utilization of cotton fiber and cotton products and in so doing the Committee is granted the power to contract with the various State Educational Institutions and Agricultural Agencies for the use of their facilities and performance of services, as it may deem proper. Although this is a grant of broad discretionary power of contract, we are not disposed to hold that it is unlimited.

The language used in neither of the above quotations specifically authorizes the Committee to reimburse an institution for the cost of equipment used in cotton research projects and by agreement thereby become the owner of such equipment. Therefore, we must ascertain the legislative intent with regard to this statute and construe the statute in the light of such intent and the rules of statutory construction.

In 39 Texas Jurisprudence 90, Statutes, pages 166-167, we find the following statement with regard to the legislative intent:

" 'The intention of the Legislature in enacting a law is the law itself,' 'the essence of the law,' and 'the spirit which gives life' to the enactment. Hence, the aim and object of construction is to ascertain and enforce the

legislative intent, and not to defeat, nullify or thwart it."

The following language from Section 1 of Article 165-4a of Vernon's Annotated Texas Civil Statutes sets forth the purpose which prompted the legislature to act:

"By this Act it is expressly declared that the policy of all the various agricultural agencies of the State of Texas shall be shaped so that the subject of the increased use and outlet for farm products, especially cotton, shall be stressed as much as the production of said products. . . ." (Emphasis ours).

When we consider this language in conjunction with the authority granted the Committee to cause surveys, research and investigations to be made relating to the utilization of cotton and cotton products, we conclude that the Legislature intended that the Committee have as one of its primary purposes the coordination of the various surveys, research projects and investigations carried on under its authority in such a manner as to prevent duplication of effort and assure efficiency.

An additional guide in construing the statute as a whole is expressed in the following rule of statutory construction stated in 39 Texas Jurisprudence 91, Statutes, pages 172-173:

"An important rule to be observed in statutory interpretation is that an Act should be given a fair, rational, reasonable and sensible construction, considering its language and subject matter, and with a view to accomplishing the legislative intent and purpose. . . .
the construction should comport with common sense and justice and irrational conclusions or deductions should be avoided. . . ."

Undoubtedly the spinning frames purchased by Texas Technological College for use in a research project sponsored by the Committee are equipment which can and will be utilized in future projects under the sponsorship of the Committee. Whether such future utilization of the spinning frames will be in a project carried out at Texas Technological College or some other State educational institution or Agency is a factor that cannot, within reason, be determined at the present time. It is certainly probable that spinning frames

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of this type will be necessary equipment for future research projects which will be conducted by State educational institutions or agencies other than Texas Technological College.

It would certainly not be in keeping with the Legislative intent with regard to the efficient coordination of projects and duplication of effort to require that some other State institution or agency be required to purchase identical or similar spinning frames in order to carry out a research project under the sponsorship of the Committee when the needed equipment was sitting unused at Texas Technological College and the Committee was unable to order it moved to the needed location simply because it did not own it.

In order to accomplish a rational, reasonable and sensible construction of the statute, considering its language and subject matter and the intention of the Legislature, it is our opinion that the Cotton Research Committee had the authority, under its power to contract, to enter into an agreement to reimburse Texas Technological College for the cost of the spinning frames purchased by the College for use in a research program sponsored by the Committee and under this agreement, become the owner of the spinning frames. Therefore, you are advised that the claim is legal and the voucher should be approved.

SUMMARY

The Cotton Research Committee had the authority to enter into an agreement to reimburse Texas Technological College for the cost of two spinning frames purchased by the College to be used in a research project sponsored by the Committee and become the owner of the spinning frames; the claim represented by the P-1 voucher is a legal claim and should be approved.

Yours very truly,

WILL WILSON
Attorney General of Texas

By



W. O. Shultz
Assistant

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APPROVED:

OPINION COMMITTEE

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REVIEWED FOR THE ATTORNEY GENERAL

BY: W. V. Geppert