

That County Printing Contract.
(Continued from first page.)

of legal notices and advertisements is not included, however, the commissioner's court, in their order asking for bids, provided that this item should be bid upon. They also provided that bids on legal blanks should cover "whole, half, quarter and eighth sheet blanks." Now, it seems to us that if the court could compel a bid on publishing of legal notices, its order requiring bids on whole sheet blanks would be equally binding. Thus we come to the first fact in our charge: *The Colorado Citizen did not bid on whole sheet blanks, the hardest and most tedious of the printing;* and which, so we are informed, is used by the county more than any one of the other sizes. If, as the judge says, the court had a right to call for explanations of the bids, and if explanations cover the right to amend a bid, why did not the commissioner's court find out what the Citizen would charge on this item. We wonder what the Citizen will charge, and how the commissioner's court will regulate the charge on this item. If they limit the Citizen to what the Mercury would charge, then the bid should have been given to the Mercury. We submit the question to any fair-minded man if the Citizen

As a matter of addition, aside from printing, the Mercury had the lowest bid on stationery proper. Omitting the whole sheet bid, even after it had been called for the order, the totals on the stationery proper bids per 1000 are \$15.40 for the Mercury and \$15.00 for the Citizen. Every time the county makes a complete order of stationery in the 1000 lot on every article, beginning with half sheet blanks, it pays the Citizen twenty cents more than it would have paid the Mercury, and if it orders whole sheets we are not prepared to say just what would have to be paid. Of course, Judge Mansfield, being a stockholder in the Citizen Publishing Company might know what the Citizen would charge for this item, but we are not a mind reader. We are taking the figures. Here they are for comparison:

Legal Blanks	Mercury	Citizen
Half sheet, per M	\$3.40	\$3.20
Quarter sheet, per M	2.25	2.15
Eighth sheet, per M	2.00	2.10
Letter Heads, per M	2.75	2.80
Evps. No. 634, per M	2.00	2.15
Evps. No. 10, per M	3.00	3.20
	15.40	15.00

It is possible that we and the court have both made a mistake in our addition. If so the reader can determine in whose favor it is made.

After the Citizen had amended

its bid, the Mercury was one cent per name lower on its charge for the delinquent tax list and the court, according to Judge Mansfield's letter, can make but one contention that the Citizen was lowest. They lay much stress on the fact that in the Citizen bid this item is contained: "Advertising and legal notices published as news items free."

After looking over our recent article on the subject, we confess that we have left room for a mis construction of our remarks in this regard. The question we intend to raise on this point is whether this shall be construed to mean that all advertising and legal notices will be published free, or whether it means that advertising and legal notices will be published free only when published as news items, and if so, who shall say when such articles shall be published as news items. If we are to take the position that all advertising and legal notices will be published free, then we cannot, for the life us, see why the court required bids on advertising the delinquent tax list. This, it seems to us, is as much an advertisement as any article published by the county, for the law, as we understand it, distinctly provides for the advertisement of delinquent taxes, and provides a fee therefor. We

publishing and legal notices are published by the county in which no fee is fixed by law. However, the illustration used by Judge Mansfield would hardly make any difference. He is no doubt familiar with the law in regard to stock law elections, which provides that the notices therefor shall be published in a newspaper published in the precinct where such election is held. Unless, then, a stock law election were held in the precinct containing the Citizen he would not have his five dollar item.

We have been informed that the Mercury's bill for advertising and legal notices from January 1, 1913 to January 1, 1914, was \$22.00. The Mercury made a charge for this item, but we are not a mind reader. We are taking the figures. Here they are for comparison:

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Much That Is New For Spring and Summer Can Be Found at This Store

We respectfully invite our friends and customers to come to this store for their Spring and Summer dry goods, dress goods, shoes, hats, etc. Your business will be appreciated and we guarantee satisfaction. Our grocery department is full to the brim.

Country Produce
Bought and Sold
J. G. REITZ.

Closing Out Sale of "King" Farm Implements. At and Below Cost

- 7 12-inch Kingmann Gang Plows, at each \$55.00
- 2 12-inch Kingmann Sulky Plows, at each \$32.00
- 1 Kingmann Riding Planter for \$25.00

Come and See These Implements

**McClanahan-Frnka
Lumber Company,**
CAPITAL STOCK, \$20,000.00
Garwood, Texas.

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contended that the Citizen's bid on all the work is lower. We are submitting all the "facts" as we see them, and if the Judge and commissioner's court are in possession of further facts that will throw any light on this question we shall be glad to have them.

As to why the commissioner's court could not award the contract to the Citizen, we are assuming that Judge Mansfield, and probably other members of the court, (as to which we do not make a charge, however, basing our statement on information only) are stockholders in the Citizen Publishing Company. The law in regard to county printing, as published elsewhere in this issue, provides that "No member of the commissioner's court or any county officer shall be, either directly or indirectly, interested in any such contract," and further, we are informed, the commissioner's oath of office provides that no commissioner will be directly or indirectly interested in any contract with or claim against the county. We do not see, then, how a corporation in which any member of the commissioner's court is a stockholder can contract with or make any charge against the county.

It will probably be contended that the Citizen Publishing Company only owns the house machinery, etc., and that they lease this to the publisher or editor, and that the editor makes all the profit off of the printing. However, the editor or publisher pays his rent partly out of the profits of such printing, and the stockholders receive their dividend, or at least their expenses for the up-keep of the plant, out of such rent money. Is it not a fact that any person in renting the Citizen plant from the stockholders is influenced on the price he will pay by the fact that the county officers are in a position to throw him work for the county. We do not charge that the officers would use their influence for the Citizen. Any person entering into a contract to lease the plant might think so, however, from the fact that the county officers are stockholders in the company, and that a big majority, at least, of the citations by publication alone are published in the Citizen.

Now, we are not writing this article because of any hard feeling towards the Citizen or any of the officers, and we cannot be charged with jealousy, for we do not contend that we were the lowest bidder for the county printing. We are putting the matter up to the officers and citizens as we see it. No man in this land of the free is barred from

expressing his opinion on facts when these facts so closely concern the welfare of the county.

REVISED STATUTES OF 1911, TITLE 40, CHAPTER 2, RELATING TO CONTRACTS FOR COUNTY STATIONARY.

Art. 2256. The commissioner's court of each and every county may, by an order entered of record, be authorized and empowered to contract, as hereafter prescribed, with some suitable person or persons to supply the county with all blank books, all legal blanks and all stationary of every kind and description, as may be required by law to be furnished to the county officials.

Art. 2257. (Providing for bids on said printing every two years.) Art. 2258. Contract to be declared null and void, etc. Should supplies, when furnished by the successful bidder under this chapter, not be of the quality designated in the contract and bond hereafter provided for, then, and in any such event, the commissioner's court may declare such contract null and void, and at the next regular or called session of said commissioner's court shall have the right to again advertise for sealed proposals as in the first instance, etc.

Art. 2259. The commissioner's court shall have the right to reject any and all bids. Art. 2260. All bids being equal and quality the same, every contract must be awarded to a citizen or taxpayer of the county in which the contract is let.

Art. 2261. The commissioner's court may receive separate bids for the several classes here mentioned.

Art. 2262. The stationary shall be divided into four classes: Class "A" shall embrace all blank books and all work requiring permanent and substantial binding. Class "B" shall embrace all legal blanks, LETTER HEADS AND OTHER PRINTING, stationary and blank papers. Class "C" shall embrace typewriter ribbons, pens, ink, muelage, pencils, penholders, inkstands and ware of like kind. Class "D" poll tax receipts and all election supplies of whatever nature and description, not furnished by the state. Each and every bid shall be upon some particular class, separate and apart from any other class. To the lowest bidder on Class "A" shall be awarded all work of that class; to the lowest bidder on articles in Class "B" shall be awarded the contract for supplying the articles embraced in that class; to the lowest bidder for articles in class "C" shall be awarded the contract for supplying articles in that class; and to the lowest bidder for articles in class "D" shall be awarded the contract for supplying articles in

GROCERY SPECIAL

ALL FOR

\$5.00 CASH OR PRODUCE

- 24 lbs. Rice \$1.00
 - 20 lbs. Sugar 1.00
 - 5 lbs. Coffee 1.00
 - 7 bars Soap25
 - 7 boxes Washing Powder25
 - 5 cans Salmon50
 - 3 lbs. Baking Powder25
 - 3 cans Tomatoes or Corn25
 - 5 gals. Extra Headlight Oil50
- \$5.00**

Gasoline, per gallon, 15c.
HATS—We have a large assortment of Straw Hats and Felt Hats, just received. All the latest styles.
A good line of Work Pants and Overalls for men and boys. Come and get your pick. They are going at CUT PRICES.

**Garwood Supply
Company**
E.A. Marvel Manager Garwood, Texas

FORD

THE UNIVERSAL CAR

BUY IT BECAUSE IT'S A
BETTER CAR

- Model T Runabout \$500
 - Model T Touring Car \$550
- F. O. B. Detroit

Get particulars from C. H. Potthast, Weimar, Texas. Limited agency for Fayette and Colorado counties and part of Wharton county north of a line drawn from Eldridge in Wharton county to Beasley in Ft. Bend county.

I sell Ford cars on the installment plan, so do not hold back if you want one.

Art. 2263. Each bid shall be accompanied by the bond of the bidder, with two or more good and sufficient sureties, conditioned that, should the contract be awarded to him, that he will, without delay, upon being notified of such award, enter into a written contract, according to the law and with his proposal, and will give bond as may be required, for the faithful performance of said contract.

Art. 2264. NO MEMBER OF THE COMMISSIONERS' COURT OR ANY COUNTY OFFICER SHALL BE, EITHER DIRECTLY OR INDIRECTLY, INTERESTED IN ANY SUCH CONTRACT. Art. 2265. All contracts shall be made in open court, with the lowest bidder, and all bids shall be spread in full on the minutes of the court. Art. 2266, 2267, 2268, providing for bond to secure bid, suit on such bond, and affidavit that bidder is not member of trust.