

the basis of what is within his view under the above quoted section.

In addition to this, there is a section, the same being 10-2601, which prohibits the obstructing of a highway. If one or more cars do so obstruct a public highway such is a violation of the law for which an officer may make an arrest.

Under the circumstances as I have recited them, it is my opinion that by using reasonable judgment and by exercising diligence in the procuring of evidence from witnesses and the taking of photographs, etc., that your officers will have little difficulty in curbing those who drive while intoxicated and/or those who drive recklessly, without such officers making themselves liable under the law for an illegal arrest or false imprisonment.

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**PRINTING, BOARD OF PUBLIC: Public printing, contract for. Offset method as without State contract.**

June 25, 1937.

Parke Beadle, Clerk of the  
Board of Public Printing,  
State House,  
Indianapolis, Indiana.

Dear Sir:

Your letter of June 21 requesting an opinion relative to class 2 of public printing has been received.

You set out in your letter a quotation from a letter which you received from the Haywood Publishing Company of Lafayette, Indiana, who are the contractors for class 2 of public printing. In their letter to you, they object to having printing done by others than themselves when the method used for such printing is the offset, planograph, or the photographic method. That is to say, they object to having printing done by others than themselves when such printing is done by a method other than the letterpress printing method.

Part of the contract which the printing board has with the Haywood Publishing Company reads as follows:

“If in the opinion of the Board of Public Printing it is deemed advisable to use the offset, planograph, photographic and other than letterpress methods of

printing and the board has such work done by other than the contractor awarded the contract for letterpress printing, such action shall in no manner be considered a violation of printing contract."

The Haywood Publishing Company take the position that at the time the contract was let there was a verbal discussion relative to the meaning of the terms, conditions and specifications, etc., in the contract. They are now insisting that the Board of Public Printing made verbal statements not in harmony, as they understood them, with the written contract. The rule of law which is applicable is to the effect that all oral negotiations, or stipulations between the parties, which preceded or accompanied the execution of the instrument must be regarded as merged in it, and the latter must be treated as the *exclusive* medium of ascertaining the agreement to which the contractors bound themselves.

McClure v. Jeffrey, 8 Ind. 79;

Oiler v. Guard, 23 Ind. 212.

This rule of law is so well settled in our jurisdiction that no discussion of it seems necessary.

Applying this rule then to the facts presented by you, the Board of Public Printing, when it deems advisable to use the offset, planograph, photographic and/or other than letterpress methods of printing may have such work done by anyone whomsoever it chooses, wherever they may be and such decision by the Board of Public Printing shall in no manner be considered a violation of the printing contract.

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**MOTOR VEHICLES, BUREAU OF: Poll tax, soldiers and sailors receiving disability compensation, not exempt from delinquent.**

June 25, 1937.

Hon. Frank Finney, Commissioner,  
Bureau of Motor Vehicles,  
Indianapolis, Indiana.

Dear Sir:

Your inquiry of April 15, 1937, has to do with an Act passed by the General Assembly in 1937 which reads as follows: