"minute way," in that: The election of such county superintendent of schools is authorized by ballot of the township trustees of the county. The date of election, the date of the superintendent entering upon the duties of his office, the taking of an oath and the execution of a bond, together with the amount thereof, the filling of vacancies in office, and the manner of voting in case of a tie vote, are all specifically and in detail set out therein. Therefore, Section 1, Chapter 143, of the Acts of 1899, is a special Act, on the question of the election of a county superintendent of schools, and could not be repealed or modified by Chapter 156 of the Acts of 1945, being a general law, in the absence of an express repealing clause therefor. The express provisions with reference to breaking a tie vote clearly indicate a majority vote elects the county superintendent.

I am therefore of the opinion Chapter 156 of the Acts of 1945 has no application to the election of a county superintendent of schools but that the election of such county superintendent of schools is solely controlled by the provisions of Section 28-702 Burns' 1933, *supra,* and that a majority vote elects the county superintendent of schools.

OFFICIAL OPINION NO. 45

May 21, 1945.

Hon. Clement T. Malan,
State Superintendent of Public Instruction,
State House,
Indianapolis 4, Indiana.

Dear Dr. Malan:

Your letter of April 3, 1945, received requesting an official opinion on the following questions with reference to Chapter 231 of the Acts of 1945:

> "1. Upon what date does the following provision become effective?
>
> "(Sec. I) 'and each teacher shall be entitled to be absent from work on account of personal illness for a total of five days in each year without loss of compensation.'

"2. If a teacher having accumulative days, leaves one school corporation and takes employment with another school corporation, does the teacher lose the benefit of the accumulative days?"

1. In answer to your first question I wish to advise Chapter 231 of the Acts of 1945 is an act concerning the compensation of teachers. Section 1 of said Act provides in part as follows:

> "* * * each teacher shall be entitled to be absent from work on account of personal illness for a total of five days in each year without loss of compensation. If in any one year the teacher shall be absent for such reason less than five days, the remaining days up to a maximum total of five shall be accumulative to a total not to exceed thirty days, and said teacher shall be entitled to the remainder of his salary above the expenditure for a substitute for a period of at least thirty additional days each year after his accumulative days have been used."

Section 6 of said Act is as follows:

> "Whereas an emergency exists for the taking effect of this act, the same shall be in full force and effect upon its passage, *and the salary provisions of this act* shall become effective as of August first, Nineteen Hundred Forty-Five." (Our emphasis.)

Statutes must be construed as a whole in order to determine the legislative intent.

> Snider v. State, *ex rel.* Leap (1934), 206 Ind. 474, 478;
> State v. Ritter's Estate (1943), — Ind. —, 48 N. E. (2d) 993, 998.

Courts will look to the general purpose and scope of a statute to determine the legislative intent.

> City of Indianapolis v. Evans (1940), 216 Ind. 555, 567;
> State, *ex rel.* Bailey v. Webb (1939), 215 Ind. 609, 610.

Under the above rules of statutory construction I am of the opinion the above provisions of said Act authorizing such accumulative days, are not a part of the "salary" provisions of said Act, as they do not increase the salary but only provide a system prohibiting deductions from salaries in the event such teacher is absent on account of personal illness. The part of the statute authorizing such accumulative days therefore became effective, under the emergency clause, when approved by the Governor on March 7, 1945.

Chapter 231 is not to be construed as an isolated act, unrelated to the general body of statutes concerning teachers and schools.

2. When a number of statutes deal with the same general subject matter, they are to be construed together and as in *pari materia,* even though they may have been passed at different sessions of the Legislature.

Huff v. Fitch (1924), 194 Ind. 570, 143 N. E. 705;

Fleenor v. State (1928), 200 Ind. 165, 162 N. E. 234;

Wayne Township v. Brown (1933), 205 Ind. 437, 186 N. E. 841;

Starr v. Gary (1934), 206 Ind. 196, 188 N. E. 775.

By statute the employment of teachers by any school corporation is made a matter of contract between such school corporation and such teacher. Section 28-4302, Burns' 1933, same being Section 1, Chapter 111, Acts 1899, provides as follows:

> "All contracts hereafter made by and between teachers and school corporations of the State of Indiana shall be in writing, signed by the parties to be charged thereby, and no action shall be brought upon any contract not made in conformity to the provisions of this act."

It is accordingly my opinion a school teacher who has accumulative days coming to her under a previous contract of employment, cannot burden a new employing school corporation with such prior accumulative days, as the same are

not the subject of, or within the period of time covered by, or for services rendered under, the terms of the new contract.

I am therefore of the opinion a teacher having accumulative days who leaves one school corporation and takes employment with another school corporation, thereby loses the benefits of such accumulative days acquired under such previous contract of employment, under the provisions of Chapter 231 of the Acts of 1945.

OFFICIAL OPINION NO. 46

May 22, 1945.

Hon. John H. Lauer, Chairman,
State Highway Commission of Indiana,
State House Annex,
Indianapolis 9, Indiana.

Dear Mr. Lauer:

I have your request for an opinion, submitted through Mr. Oster, chief clerk, concerning the duties of the Commission with reference to the disposition of money withheld from a construction contractor by reason of the filing of a claim under circumstances stated as follows:

The statement of facts submitted, together with the data attached, show that the claim in the amount of $87.92 was filed by the Indiana Bell Telephone Company against the construction contractor on March 4, 1938, and notice of the filing of the same date was forwarded to the construction contractor. Your letter further states:

> "There is no record in the files of this office that the claim was ever accepted or rejected by the Gross Construction Company.
>
> "I forwarded a registered letter on March 29, 1945, see attached copy, for which I have a return receipt dated March 30, 1945, in which I proposed making payment to the claimant. However, the Acts of 1937, page 1209, Sections 17 and 18, are not clear to me. In lines 20 to 24 inclusive page 1210, Section 17 is stated, 'Within twenty (20) days of receipt of such copy said contractor shall either allow or reject said