said that the organization of a corporation for the express purpose of acting as agency for a life insurance company is a lawful business purpose. As stated in 14 C. J., at page 126:

"A corporation cannot lawfully be formed under the general laws where the real purpose or the necessary effect is to carry on an unlawful business or to accomplish an object which is expressly prohibited by law or is otherwise unlawful. If such an incorporation is attempted, a charter or certificate of incorporation will be refused by the court or officer whose duty is to pass on the application; * * *.”

In State ex rel. Harris v. Myers, 191 N. E. 99, 1934, Ohio, the facts were similar to the situation in question except that, under Ohio law, a corporation could not be organized to carry on a profession. There an attempt was made to mandate the Secretary of State to issue a certificate of incorporation to engage in optometry. The Court held that the certificate was properly refused since the purpose of incorporation was unlawful.

I am therefore of the opinion that the answer to your second question is also in the negative and that the incorporation for such a purpose is not a lawful business purpose under Indiana law.

DEPARTMENT OF PUBLIC INSTRUCTION: Teachers' contracts, conditions under which previous contract will be presumed to continue. Also, validity of teacher's contract signed before August 15 with another school corporation; same where contract is signed after August 15.

August 31, 1943.

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

Dear Sir:

Your letter of August 24, 1943, received as follows:
"Will you kindly give me an official opinion relative to the following question:

"The trustee of a township school corporation did not notify a teacher within five days after the close of school that her contract had been terminated. The teacher did not deliver or mail by registered mail to such trustee her written resignation as a teacher in that school corporation. No contract has been signed for the next school year.

"1. Is this teacher under contract with the township school corporation?

"2. If this teacher signs a contract with another school corporation before August 15, without securing a release from the trustee, is this contract valid?

"3. If this teacher signs a contract after August 15 with another school corporation without securing a release from the trustee, is this contract valid?"

Section 28-4321, Burns' 1943 Supplement, being Sec. 1, Ch. 77, Acts of 1939, provides, in part, as follows:

"* * * Contracts wherein a township school corporation is a party shall be deemed to continue in force for the succeeding school year on the same terms and for the same wages plus any increases as provided by the provisions of chapter 101 of the Acts of 1907 and acts amendatory thereof, known as the Teachers' Minimum Wage Law, unless on or before the day during which the teacher has completed his customary reports regarding the promotion of pupils and has filed a copy of same at the office of the township trustee, but in no case later than five (5) days after the expiration of the school term the teacher shall be notified by the school corporation in writing delivered in person or mailed to him or her at last and usual known address by registered mail that such contract will not be renewed for such succeeding year or unless such teacher shall deliver or mail by registered mail to such trustee his or her written resignation as such teacher or
unless such contract is superseded by another contract between the parties. Superintendents, principals, and supervisors shall be deemed to be teachers within the meaning of this act. After August 15 any teaching contract entered into between a school corporation and a teacher shall be void if the teacher, at the time of signing said contract, is bound by a previous contract to teach in the public schools, except that another teaching contract may be signed by a teacher to become effective on the furnishing to the township trustee or a board of school trustees of a release by the employers under the first contract, or after proof has been shown that the notice as required under this section has been given the first employers. A teacher may on twenty-one (21) days’ written notice, delivered by the teacher to the school trustee or board of school trustees, or by mutual agreement in less than twenty-one (21) days be released from a teaching contract. A township or city school board may if it desires request a written statement from the teacher at the time of the signing of the contract as to whether another teaching contract has been signed by the teacher, but failure to provide the statement shall not be a cause at a later date for voiding the contract.”

From an examination of the above provisions of the statute, it is apparent that it was the intention of the legislature to provide that up until the 15th of August a teacher might cancel his or her teacher’s contract by a written resignation which would become effective as soon as delivered or mailed by registered mail; but that after August 15th the teacher would have to give twenty-one days’ written notice, unless the contract be cancelled by mutual agreement, before the teacher could be released from an existing teacher’s contract.

From the clear statutory provisions of the above act, it is my opinion that your questions should be specifically answered as follows:

1. The teacher is under contract with the township school corporation by virtue of the operation of the statute above set forth.
2. If the teacher signs a contract with another school corporation before August 15th, without delivering her resignation in the manner provided by statute, the contract with the first school corporation is yet in effect. The teacher might deliver a resignation to the first school corporation and so terminate that contract. If the teacher does not do this, then the teacher is bound by two contracts, and would be liable in an action for damages for breach of the contract with the school corporation where the teacher did not teach. However, after August 15th the teacher could deliver a twenty-one days’ notice of resignation, which would cancel the prior contract and relieve the teacher from liability thereunder, which in turn would permit the teacher to comply with the second contract.

3. If the teacher signs a contract after August 15th with another school corporation without securing a release from the trustee, it may be a valid contract, provided that the teacher gives the required twenty-one days’ notice to the corporation holding the prior contract, and the second contract is conditioned upon the proper notice being given, or that the second contract is not executed until after the expiration of the service of the twenty-one days’ notice of resignation. It should be noted in this respect that the teacher has the right, by statute, to cancel the contract after August 15th by complying with the required statutory provisions whether or not the trustee executes a release of the contract with the teacher. The trustee may or may not consent to the cancellation of the contract, but in the event the trustee does not consent to a cancellation of the contract, the teacher after August 15th by giving the required twenty-one days’ notice has the right to cancel the contract.