for the Bridgeport Brass Company were included within the original assessment for the construction of the Neeld Ditch. If not, then there would be no right to construct such a drain into same and accordingly there would be no necessity of granting an easement over any portion of Stout Field Airport for such purpose.

PUBLIC INSTRUCTION: Whether notice under Chapter 77 of the Acts of 1939 must be served personally by the trustee.

June 24, 1941.

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

Dear Mr. Malan:

I have before me your letter requesting an official opinion in answer to the following question:

"Is a written notice to terminate a teacher's contract, signed by the trustee, attached to the pay check, and delivered to the teacher by an employee of the trustee prior to May 1, 1941, a valid notification under the Acts of 1939, Chapter 77, page 457?"

Under the provisions of Chapter 77 of the Acts of 1939 referred to by you, it is provided that each contract of employment thereafter made by and between a teacher and a school corporation, except contracts with permanent teachers as provided in Chapter 97 of the Acts of 1927 and Acts amendatory therof, shall be renewed and continue in force on the same terms and for the same wages, unless increased by the provisions of the Teachers' Minimum Wage Law, for the school year next succeeding the date of termination fixed therein

"unless on or before the date fixed for the termination of said term of school, but in no case later than the first day of May, 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. * * *"
You will observe from the above quoted language that the date of delivery of the notice above provided for must be on or before the date fixed for the termination of the school term, if that should be earlier than May first, and in no case later than May first.

Your question is not limited other than by the statement that the notice was delivered prior to May 1, 1941, which would be sufficient in point of time, unless the school term ended at an earlier date. However, I do not think that is the question which you actually have in mind. Your question seems to be directed more particularly to the method of delivery. Evidently, the question relates to the limitations of the term ‘delivered in person.’

In my opinion, the language “delivered in person” as used in the above statute, has reference to a personal delivery to the teacher rather than a personal delivery by a trustee. In other words, there are two acceptable methods of getting the notice to the teacher. One of those is an actual physical delivery of the notice to such teacher, and the other is the mailing of the notice addressed “to him or her at last and usual known address by registered mail.”

If, however, it should be considered that the delivery “in person” refers to the school corporation which is giving the notice, it seems to me that an authorized employee of such corporation could make the delivery so as to comply with the statute. While literally the term “in person” refers to some specified individual, it can hardly be given that meaning here as applying to the school corporation since it is a corporation and not a person. In my opinion, however, the term “in person” has reference to the person to whom the delivery is to be made.

In my opinion, if the time element be eliminated and the form of the notice be in conformity with the statute, a delivery such as you describe would be sufficient, and your question is answered accordingly.