necessary number of men, during such time, for the purpose of securing the workings in case of fire therein.

"Posted this 12th day of November, 1935.
3 P. M.

A. G. WILSON,
Chief Mine Inspector.

PATRICK McGUIGAN,
Assistant Mine Inspector."

"Thanking you for your early consideration to this question, I am

Yours very truly,

A. G. WILSON,
Chief Mine Inspector.

November, 1935.
AGW:LST"

and I note that you desire my opinion of the legality of a notice served at the Saxton Mine of Saxton Coal and Mining Company, a copy of which is submitted as a part of your letter.

A careful examination of the notice submitted will disclose that it is a legal and sufficient notice and follows very closely the provision of the statute set out in your letter.

It is therefore my opinion that the notice posted by you above set out, is in conformity to the statutes of the State and that you were within your legal rights in giving the notice to the Coal Company.

ACCOUNTS, STATE BOARD OF: Contracts with school teachers; expenses of school superintendent.

March 9, 1936.

Hon. W. P. Cosgrove,
State Examiner, State Board of Accounts,
Indianapolis, Indiana.

Dear Sir:

This is in response to your letter of March 3, 1936, requesting an opinion on the questions presented in the following inquiries:

"1. Is a superintendent of city schools legally entitled to reimbursement for expenses incurred in at-
tending meetings, such as National Educational Association and National Superintendents' Association?

"2. Would your answer be different if a provision was written into the superintendent's contract, such as the following:

(a) 'It is further agreed that it shall be the duty of the said .........., when authorized and directed by the said board of trustees, to attend meetings of the Indiana State Teachers' Association, the National Educational Association and the Superintendents' Department thereof, and meetings called by the Superintendent of Public Instruction, and all other meetings which said board of trustees may deem beneficial and necessary.

(b) 'The board of trustees agree to pay any necessary expense incurred by said superintendent in complying with or carrying out any order of the said board of trustees, provided, however, requisition for such expense is first made and approved by said board of trustees before being incurred.'"

You call attention to the decision in the case of Lake County v. Neuenfeldt, 78 Ind. App. 566. That case has to do with the superintendent of a county poor asylum, who was held to be a public officer, and therefore, not entitled to be compensated for attending meetings of charity organizations, although he was directed to do so by the board of county commissioners. That opinion is based on the ruling of Noble v. Board of Commissioners, 101 Ind. 127. Noble was clerk of a circuit court and presented a claim for services in preparing entries in order books and making statistical reports. All of such services were performed in his official capacity as clerk. The Supreme Court held that the claim could not be allowed because no statute warranted any extra payment for services performed by a county officer in the course of his official duties.

A school teacher, or city school superintendent cannot be classed as a public official within the meaning of the fee and salary laws. The relation of a teacher, or a school superintendent, to the public school authorities is largely a matter of contract. While there are certain statutory requirements that must be observed in entering into agreements with
teachers, there is necessarily a certain amount of discretion vested in the officials that select and employ teachers, and this is especially true in the employment of superintendents.

Acts 1873, p. 68;
Burns Ind. Stat. 1933, Sec. 28-1401;
School City of Crawfordsville v. Montgomery, 99 Ind. App. 526.

A contract with a school teacher must be in writing, and should be definite, and its terms otherwise reasonable. I assume that the intention of the parties in entering into a contract such as is referred to by you, is that the superintendent would receive an amount in addition to his stipulated monthly or yearly salary expressed in the form of expense incurred by him in his attendance at certain educational association conferences. These meetings have come to be almost a part of the public school educational system and attendance at such association is not an unreasonable requirement. While I question the propriety of making special agreements with teachers or superintendents, which depart from the prescribed uniform contracts, I am of the opinion that a contract of the tenor set out by you under your second inquiry is legal.

Your first question is answered in the negative. Your second question is answered in the affirmative.

WOMAN'S PRISON: Penalty for carrying pistol without permit.

March 16, 1936.

Mrs. Marian F. Gallup,
Superintendent,
Indiana Women’s Prison,
Indianapolis, Indiana.

Dear Madam:

I have before me your letter of March 4, 1936, in which you ask about the sentence of a woman from Fayette County for “carrying pistol without permit”, and in reply will say that perhaps the court, in making out the commitment, in this case, has used the word permit in the same sense that license