reference to expenses for transportation, since the Legislature positively provided a specific monetary limitation for such of "not to exceed forty dollars per month or not to exceed ten cents per mile."

In conclusion, it is most illogical and improbable that the Legislature would have increased a possible mileage allowance and would in the same act and section have so limited said possible increase as to make the intended change ineffective.

It is therefore my opinion that the words "such amount" used in the last sentence of Acts of 1936 (Spec. Sess.), Ch. 3, Sec. 24, as amended by Acts of 1959, Ch. 373, Sec. 3 refer to the words "hotel and meals" contained in the sentence immediately following the grant of mileage allowance, and not to the words "travel allowance, hotel and meals" contained in the sentence immediately preceding the last sentence, or proviso. Assistants to the several county welfare directors may, therefore, receive a "travel allowance" in an amount set by their respective county directors and approved by their respective county boards not to exceed $40.00 per month or 10¢ per mile.

OFFICIAL OPINION NO. 17

May 20, 1959

Honorable Maurice L. Mendenhall
Indiana State Senator
Sheridan, Indiana

My dear Senator:

Your letter of May 9, 1959, has been received in which you request an Official Opinion on the following question:

"In the event that a new school or schools are erected under a plan of consolidation and said consolidated district includes townships other than Adams Township, would Adams Township get credit in the financial agreement between or among the townships for the sum of money in the accumulative building fund. The trustee is desirous of beginning a new accumulative building fund if he can be assured that Adams Town-
ship will suffer no loss in the event of a consolidation with other townships."

In your letter you stated there is now approximately $55,000.00 in this fund with one more collection to be made before the term of the fund expires. Under a true consolidation, whereby each of the consolidating school corporations loses its school corporate identity as provided by our numerous consolidation statutes, all property of the consolidating school corporations is deemed to have accrued to and be assumed by the new consolidated school corporation, and the title of such property passes to and becomes vested in the new consolidated school corporation; all debts of the former school corporations are assumed by and required to be paid by such new consolidated school corporation; and all privileges and rights conferred by law upon such consolidating school corporations are granted to such newly consolidated school corporation. The foregoing provisions are incorporated in one of our principal consolidation statutes, being Acts of 1947, Ch. 123, Sec. 7, as amended, as found in Burns' (1957 Supp.), Section 28-5907. Similar provisions are contained in the other consolidation statutes.

However, the word "consolidation" is sometimes used in reference to a joint school, wherein the individual school corporations retain their corporate identities and in which event there is no specific transfer of property but only matching contributions toward the joint school undertaking. An example of such joint school is provided in Acts of 1917, Ch. 148, as amended, as found in Burns’ (1948 Repl.), Section 28-1220 et seq. An Official Opinion on this particular question is found in 1948 O. A. G., page 124, No. 26.

I assume from your letter that this is a true consolidation in which the identities of the consolidating school corporations are abandoned and in such event the Cumulative Building Fund, provided by Acts of 1945, Ch. 57, as amended, as found in Burns’ (1948 Repl., 1957 Supp.), Section 28-1108 et seq. would become the property of the new consolidated school corporation without any specific credit being given to the source from which it came.