

Opinion No. 45-4648

February 7, 1945

BY: C. C. McCULLOH, Attorney General

TO: Mr. Earl Douglas Member, House of Representatives Santa Fe, New Mexico

{*14} In your letter dated February 5, 1945, you request an opinion from this office concerning a teacher's contract which does not state the closing date of school, and which states that the salary shall be paid in twelve (12) equal payments without specifying the date of payment.

You inquire whether such a contract is valid under the law, in view of the provisions of Section 55-1104 of the 1941 Compilation.

This section provides that all teachers shall be paid monthly. In my opinion, a teacher's contract providing for twelve equal payments should be construed with the above mentioned law to mean twelve equal monthly payments, and, as so construed, such contract would be valid.