

The State of South Carolina



Office of the Attorney General

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October 18, 1991

The Honorable Herbert Kirsh
Member, House of Representatives
Box 31
Clover, South Carolina 29710

Dear Representative Kirsh:

Your recent opinion request has been referred to me for response. You ask for the meaning of the term "one or more" as it appears in a Clover school district referendum. The pertinent portion of the referendum reads as follows:

... the proceeds of which shall be used to defray the costs of any one or more of the following purposes: (1) constructing and equipping a new elementary school including the acquisition of land whereon to construct such elementary school; (2) improving, renovating and equipping Bethany Elementary School; (3) improving, renovating and equipping Kinard Elementary School; (4) improving, renovating and equipping Bethal Elementary School; (5) improving, renovating and equipping Clover Junior High School; (6) improving, renovating and equipping Clover High School; and (7) constructing and equipping an auditorium and classroom facilities therein? (emphasis added)

The general rules of statutory construction require that words be taken in their ordinary and popular significance unless the statute calls for a different interpretation. Hughes v. Edwards, 265 S.C. 529, 220 S.E.2d 231 (1975); Worthington v. Belcher, 274 S.C. 366, 264 S.E.2d 148 (1980); Johns Island v. Office of Secretary of State, 290 S.C. 465, 351 S.E.2d 343 (1986). In construing a statute, a court must apply the clear and unambiguous meaning of any

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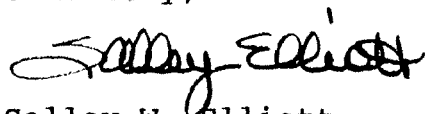
terms. State v. Blackmon, _____ S.C. _____, 403 S.E.2d 660 (1991). Words of a statute must be given their every day meaning. Sate Ex Rel. Robinson v. Blackburn, 367 So.2d 360 (La. 1979).

The phrase "one or more" as used in an unemployment compensation act has been held to be clear, precise, and unambiguous requiring application of the literal meaning of the words. Shelton Hotel Co. v. Bates, 4 Wsh.2d 498, 104 P.2d 478 (1940). The phrase has been equated with "any" and "some", Kayser v. Occidental Life Ins. Co. of Calif. 234 Ia. 310, 12 N.W.2d 582 (1944). The phrase "one or more of the offenses charged in the indictment" has been ruled to mean the offenses expressly charged, whether one or more. State Ex Rel. Robinson v. Blackburn, supra. Also, WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 1575 (1976) defines the term "one" as being a single unit or thing and nothing more. It further defines the term "more" as a larger number, amount or length of time than that previously indicated. Id. at 1469.

It is, therefore, the opinion of this Office that the phrase "one or more" as used in the referendum is unambiguous and the literal meaning of the words should apply. The proceeds, then, may be used to defray the cost of one of the seven purposes listed or a combination of one and any or all of the remaining purposes.

I hope I have been sufficiently responsive to your inquiry.

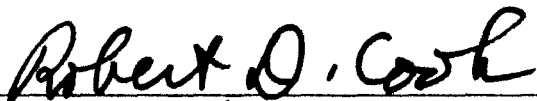
Sincerely,



Salley W. Elliott
Assistant Attorney General

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REVIEWED AND APPROVED BY:



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