of a public officer. The teacher holds such a position by contract and not at the will of the sovereign power.

56 C. J. 382, Sec. 303;
State v. Bleid, 188 Wis. 442, 206 N. W. 213.

This being true, no action of the legislature can invalidate this contract. The state has held out an offer of permanent employment to the teacher upon the compliance with certain conditions. When the teacher has accepted by strict performance of those conditions, an executed contract has been entered into between the teacher and the State of Indiana. This then, is a contract, the impairment of the obligation of which, is specifically forbidden to the state.

1 Cooley's Constitutional Limitations, 560;
1 Cooley's Constitutional Limitations, 580;
16 Wallace 203.

Chapter 116 of the Acts of 1933, then, does not affect the tenure contracts under the Tenure Law approved March 8, 1927, perfected prior to the taking effect of the instant act.

GOVERNOR: Regularity of bid submitted by Pierson-Lewis Hardware Company for hardware for Dental Building.

March 22, 1933.

Hon. Wayne Coy,
Under Secretary to the Governor,
Indianapolis, Indiana.

Dear Sir:

I have before me your letter requesting an opinion as to the regularity of the bid submitted by Pierson-Lewis Hardware Company to the board of trustees of Indiana University for the hardware for the dental building. This bid was $1,755.00 "with a six per cent cash discount if paid within ten days of date of delivery of job or $1,649.70." The question arises by reason of the portion of the bid included within the quotation marks.

It is true that bids should conform with the terms of the request and notice, neither of which accompanies your letter, but in the absence of some specific provision in the request or notice prescribing the form and conditions of the bids, I do not think the quoted provision in the foregoing bid would make it illegal.