"He shall be required to give his legal opinion to the Governor, whenever requested to do so, touching any question or point of law in which the interests of the state may be involved; to give his opinion to any other state officer touching any question or point of law concerning the duties of any such officer; and likewise, to either house of the General Assembly, on the constitutionality of any existing or proposed law, whenever required so to do by resolution of such house; and he shall not be required to advise any other officer or person."

The above request indicates that the question does not in any manner concern your duties as Treasurer of the State of Indiana, but is for the guidance of a county treasurer in the performance of his duties, and the same therefore does not fall within the classification of the statute providing for the giving of official opinions by this office. I must, therefore, decline to officially answer such questions.

The county attorney of each county is the legal adviser of county officers of such county in the same manner that the Attorney General is legal adviser of state officers, and I would therefore recommend that the county treasurer, for whom this opinion has been requested, be advised to refer such questions to his county attorney.

PUBLIC INSTRUCTION, DEPT. OF: Teachers' contracts—substitution of two-year contract for one-year contract, after latter partially executed.

December 19, 1933.

Hon. Grover VanDyyn,
Assistant Superintendent,
Department of Public Instruction,
Indianapolis, Indiana.

Dear Sir:

I have before me your letter of December 14, 1933, requesting my opinion on the following question:

"May a township trustee recall a one-year teacher's contract after the teacher has taught on this contract for two months, and exchange it for a two-year contract?"
There is no statutory prohibition against a trustee entering into a contract with a teacher for a two-year period if the term of service under the contract begins before expiration of the trustee's term of office. Neither is there any statute or rule of law that would prevent the trustee and the teacher from substituting, by mutual agreement, a two-year contract for a one-year contract that has been partially executed. However, the substitution could not be made without the consent of both parties, and the teacher could refuse to sign the two-year contract and insist upon performance of the contract already in existence.

PUBLIC INSTRUCTION, DEPT. OF: Revocation of teachers' licenses—grounds for and relief or appeal from.

December 19, 1933.

Hon. George C. Cole,
Superintendent of Public Instruction,
Indianapolis, Indiana.

Dear Sir:
Your letter of December 14, 1933, requests my opinion on each of the following questions:

"First. Does an appeal lie from the action of the State Board of Education in revoking a teacher's license after notice and hearing, as provided in Section 6948, Burns' Indiana Statutes, 1926 Revision?"

"Second. May the State Board of Education revoke the license of any teacher for causes other than immorality, misconduct in office, incompetency, or willful neglect of duty?"

"Third. In the event the State Board of Education revokes a teacher's license for causes other than those designated in the statute, would they be subject to the mandate of a court to reinstate such licenses?"

"Fourth. Would the act of operating a teachers' employment agency by a married woman in the township in which her husband is the duly elected, qualified and acting township trustee and in which township said married woman and wife of said trustee was a teacher in the public schools be such conduct as would legally warrant the revocation of her license?"