state police have the right to impound said car and proceed with sale? If so, upon whom is the burden of proof to prove ownership?"

In answer to your first question, there is no doubt but that the State Police have the right to impound an automobile where the motor number has been altered, definitely brand- ing the car as stolen, even though the same be in the hands of an innocent purchaser, and the rightful owner cannot be found. All that is necessary is that the State Police determine that the car is in the possession of a person other than the legal owner who cannot establish his right to its possession. The fact that the motor number had been altered would certainly justify the State Police Department in assuming that the car was stolen property. The owner of the property, if dissatisfied with the judgment of the Police Department would have his remedy by replevin.

As to the question of the burden of proof, all that would be required of the State Police Department is that it be satisfied that the motor vehicle is in the possession of a person other than the legal owner and who could not establish his right to its possession. The fact that the motor number had been altered would certainly be sufficient justification for the seizure of the vehicle. If the party in whose possession the motor vehicle was found brought an action in replevin to recover the vehicle, the burden of proof would, of course, be upon him.

PUBLIC INSTRUCTION, OFFICE OF SUPERINTENDENT
OF: Tenure contracts—Effect of abandonment or consolidation of school corporations.

Mr. Grover Van Duyn,
Assistant Superintendent
of Public Instruction,
Indianapolis, Indiana.

April 29, 1936.

Dear Sir:

I have before me your letter requesting an official opinion in answer to the following questions:

"1. Do tenure contracts held in a town school corporation become invalidated when the said town school
corporation is abandoned or made a part of a joint school system with an adjoining township?

"2. In case a non-tenure teacher enters into a contract for one or more years in a given town school corporation and said town school corporation is abandoned or joined with the township, are such contracts invalidated?"

In answering your first question I think there may be some doubt as to whether the abandonment of the town school corporation in and of itself operates as a cancellation of the tenure contract. I know of no authority on the subject. However, any question as to future cases may be easily controlled by following the provisions of Section 2 of Chapter 116 of the Acts of 1933, providing, among other things, that such a contract may be cancelled for "justifiable decrease in the number of teaching positions."

Answering your second question, the abandonment of the school corporation would not, in my opinion, operate to invalidate a contract duly entered into by a now tenure teacher with the town school corporation. Of course the act of abandonment would render the town school corporation incapable of carrying out its part of the contract. This would not in and of itself, however, invalidate the contract but would simply constitute a breach of it and would render liable in damages any school corporation which assumed the obligations of the town school corporation. The question as to where the liability would rest would depend upon the Act under which the consolidation took place.

PUBLIC INSTRUCTION, OFFICE OF SUPERINTENDENT OF: Minimum wages—Effect on existing teachers' contracts of additional training or experience.

April 29, 1936.

Hon. Grover Van Duyn,
Assistant Superintendent of
Public Instruction,
Indianapolis, Indiana.

Dear Sir:

I have before me your letter requesting an official opinion in answer to the following questions: