buildings, the opening or improvement of roads, or the building of bridges, or for other purposes."

Section 204 provides that "all claims against the county presented by members of the county court for per diem, or mileage or other service rendered by them, must be itemized as other claims, and must state that the service has been actually rendered."

Section 209 provides that "the probate judge and selectmen shall each receive from their county $4.00 per day for each day actually employed in attending to business pertaining to the county court, together with mileage at the rate of twenty cents per mile in going only from their residences to the county seat, at each session of the court attended by them."

Section 89, Vol. I, Compiled Laws, fixes the fees to which the probate judge is entitled for certain specified services, and provides that he shall have "for any other service not herein provided for a reasonable compensation."

By the provisions of Section 89, of the statutes above quoted, it will be seen that for any service rendered by plaintiff as probate judge, where no fee for such service is fixed by law, he is entitled to a reasonable compensation. The claim for such compensation is to be allowed by the county court, upon a bill therefor, being presented, itemized and verified, showing the particular service rendered, etc. Sec. 196, Compiled Laws.

It will further be seen that as a member of the county court plaintiff is entitled to "$4 per day for each day actually employed in attending to business pertaining to the county court together with mileage." Any and all claims of plaintiff "for per diem or mileage or other services rendered" by him must be presented to the County Court "itemized and verified as other claims, and must state that the service has been actually rendered," and he is entitled to recover compensation from the County for his services, in no other manner nor in any greater or different amount than that fixed by the statute, or allowed by the County Court for services actually rendered.

The rule is well settled that a public officer is bound to perform the duties of his office for the compensation fixed by the law. (Dillon's Municipal Corp., vol. 1, p. 315. Evans vs. City of Trenton, 24 N. J. Law 764. Territory vs. Carson, 16 Pa. Rep. 569. Jones vs. Supervisors, 14 Wis. 518. Fawcett vs. Woodbury County, 55 Iowa, 154.)

In Evans vs. City of Trenton, supra, it is said "This rule should be very rigidly enforced. The statutes of our legislature, and the ordinances of our municipal corporations seldom describe with such detail and particularity the duties annexed to public offices; and it requires but little ingenuity to raise nice distinctions between what duties may and what may not be strictly official; and if these distinctions are much favored by courts of justice, it may lead to great abuse."

The plaintiff bases his claim in this case on the resolution of the county court appointing him superintendent of county affairs and fixing his salary as such superintendent at $2500 per year, and his acceptance of such appointment and performance of the duties it imposed. But section 201, heretofore quoted, prohibits any member of such court from being interested, directly or indirectly, in any contract made by the court or other person in behalf of the county, for any purpose. The resolution of the court appointing plaintiff superintendent of county affairs and his acceptance of such position constituted a contract, and was void because prohibited by the statute. Its effect also, if carried out, would be, or might be, to increase his compensation as an officer, and it was therefore void as against public policy independently of the statute. Gilman and Cowdrey vs. D. V. R. Company 40 Iowa 200, and cases cited.

It is probably true that the business of the county is such as to require attention between the regular sessions of the County Court, and we think under section 191, Vol. I Comp. Laws, the court may appoint one or more of its members as a committee to have supervision of such business during the interval between the sessions of the Court and to report at its regular sessions, and that such committee would be entitled to compensation for such services at a rate not exceeding $4 per day for the time actually and necessarily employed, together with mileage. But the county court, being a court of special and limited jurisdiction and powers, cannot create an office and appoint one of its members to fill it at a fixed salary, nor can it bind the county by a resolution or contract to pay one of its members a fixed yearly sum for performing duties which, as is alleged in this case, are devolved by law upon such court. If the labors of the court can be parcelled out in this manner, and fixed and extra compensation allowed therefor, it can create an office or appointment for each of its members and without limit as to the salary allowed and thereby increase the compensation of its members at their pleasure.

Under the arrangement between plaintiff and the county court he would be entitled to draw from the county treasury as superintendent, nearly $7 per day for every day in the year, including Sundays and legal holidays, when he could perform none of the duties of his position. During the sessions of the county court he would also be entitled to $4 per day as a member of such court, and while engaged in his duties as probate judge he would be entitled to the fees provided by law for those duties, and yet, notwithstanding the performance of his duties as probate judge and member of the county court would, while so engaged prevent the performance of his duties as superintendent, his salary as superintendent would continue without interruption. The alleged fact that such has been the former practice of the county court does not add strength to the plaintiff's claim. We think the court has no such power, and its exercise would lead to great abuses. The appointment of plaintiff as a so-called superintendent of county affairs, at a fixed salary, was without authority and void, and created no liability against the county for such salary.

The application for writ of mandate is therefore denied. We concur: C. S. Zane, H. P. Henderson.

Judge Blackburn filed an opinion concurring in the main decision, but holding that the probate judge should have been paid per diem for his services outside of his strict duties as probate judge.

CONFISCATION BUSINESS.

Chief Justice Zane and Associate Justices Henderson, Anderson and Blackburn occupied the bench at the opening of the Supreme Court session July 12th.

Judge Zane announced that the prayer of Mary R. Iliff, for permission to sue the receiver in the Church case was granted.

In the case of Sarah J. Kershaw et al., vs. F. H. Dyer, et al., on a rehearing, the former decision of the Supreme Court was reversed, and the decision of the Ogden court was sustained.

A decision was rendered in the case of the United States vs. C. C. A. Christiansen. Judge Anderson, in delivering the opinion of the court, said: "The defendant was indicted for unlawful cohabitation, was tried and convicted. He moved for a new trial upon the ground, among others, of misconduct of the jury tending to prevent a fair and due consideration of the case, based upon affidavits, showing that one John Harris, who was one of the petit jury which convicted him, was on the grand jury which found the indictment, and that the fact was not known to him or his counsel until after the verdict. And that the juror stated falsely on his *voir dire* that he had not formed or expressed an unqualified opinion as to the guilt or innocence of the accused of the offence charged. The motion was sustained and a new trial granted, and the United States excepted to the ruling of the Court and now prosecutes this appeal from the order of the Court granting a new trial."

The judge then reviewed the case at length and said:

"An objection to a juror, such as is raised in this case, is not like merely technical disqualifications, such as alienage, non-residence and the like, which do not tend to impeach the fairness and impartiality of the jury. It is possibly true that the juror in this case had no opinion at the time of his examination as to the guilt or innocence of the accused; he may have forgotten that he was on the grand jury that found the indictment; he may have voted against finding the indictment, or may have been absent when it was found, as twelve of the fifteen jurors constitute a quorum and may transact business, but the