addition thereto they can receive such amounts as the county commissioners may prescribe for their services as members of the county canvassing board.

In summary, in answer to your first question, it is my opinion that the Clerk of Brown Circuit Court may receive no compensation for serving as either the secretary of the election board, the clerk of the canvassing board, or as an ex officio member of either of such boards. In answer to your second question, it is my opinion that the members of the county election board, other than the Clerk of the Brown Circuit Court, may receive compensation for serving on the county canvassing board in addition to their compensation as members of the county election board.

OFFICIAL OPINION NO. 21
March 17, 1958

Mr. Albert Kelly, Administrator
Department of Public Welfare
141 South Meridian Street
Indianapolis 14, Indiana

Dear Mr. Kelly:

This is in reply to your request for an Official Opinion, as stated in your letter of February 6, 1958. Your letter reveals the following factual situation:

A question has arisen with regard to a member of a county board of public welfare under the following circumstances. The board of county commissioners awarded a contract for furnishing certain printing supplies to a concern, a member of which firm is a member of the county board of public welfare. It is necessary for the county board of public welfare to purchase printing supplies in accordance with this contract from this firm.

The members of the county board of public welfare receive no remuneration for their services. Further information received shows that the firm in question
was a partnership and that the welfare board member was a partner therein.

Your question, as stated in your letter, is as follows:

"Is a member of the County Welfare Board in such circumstances the holder of a lucrative office so as to be prohibited under Burns’ 10-3713 or any other statute from being interested, directly or indirectly, in a contract with the County, even though as such board member he had nothing to do with the letting of such contract?"

Your inquiry is based on a situation very similar to the one presented in my Official Opinion No. 9, dated February 5, 1958. The controlling statute for that Opinion was the same as in the instant case, namely, the Acts of 1905, Ch. 169, Sec. 519, as found in Burns’ (1956 Repl.), Section 10-3713, which reads as follows:

“Any state officer, county commissioner, township or town trustee, mayor or a common councilman of any city, school trustee of any town or city, or their appointees or agents, or any person holding any appointive power, or any person holding a lucrative office under the constitution or laws of this state, who shall, during the time he may occupy such office or hold such appointing power and discharge the duties thereof, be interested, directly or indirectly, in any contract for the construction of any state house, court house, school house, bridge, public building or work of any kind, erected or built for the use of the state, or any county, township, town or city in the state, in which he exercises any official jurisdiction, or who shall bargain for or receive any percentage, drawback, premium, or profit or money whatever, on any contract, or for the letting of any contract, or making any appointment wherein the state, or any county, township, town or city is concerned on conviction, shall be fined not less than three hundred dollars [$300] nor more than five thousand dollars [$5,000], and be imprisoned in the state prison not less than two [2] years nor more than fourteen [14] years, and disfranchised and ren-
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...dered incapable of holding any office of trust or profit for any determinate period.” (Our emphasis)

Contracts executed in contravention of this statute have been repeatedly held by the Supreme Court of Indiana to be void. See Noble v. Davison (1911), 177 Ind. 19, 96 N. E. 325, and authorities cited therein.

County boards of public welfare were established by the Acts of 1936 (Spec. Sess.), Ch. 3, Sec. 19, as amended, as found in Burns’ (1957 Supp.), Section 52-1118, which reads in part, as follows:

“The county board of public welfare shall consist of five [5] members * * * and shall be appointed by the judge of the circuit court * * * The members of the county board shall serve without salary, but shall be entitled to receive the sum of seven cents [7¢] per mile for each mile actually and necessarily traveled, in performance of their official duties. They shall also be entitled to expenses for hotel and meals if their official duties require their travel outside of their counties. The per diem cost for hotel and meals shall not, however, be paid beyond the sum set by law for state employees.”

A member of a county board of public welfare is the holder of a lucrative office as I pointed out in my 1957 O. A. G., page 54, No. 12, as follows:

“The 1936 O. A. G., page 155, determined the County Director of Public Welfare to hold a lucrative office under the Indiana Constitution, Art. 2, Sec. 9.

“From the foregoing authorities, it is concluded that a member of a County Board of Public Welfare, exercising the same sovereign power as the Director, would be the holder of a lucrative office within the prohibition of the Indiana Constitution, Art. 2, Sec. 9, supra, and so ineligible to hold any other office meeting the same qualifications.”

The facts stated in your letter advise me that the board of county commissioners awarded a contract for furnishing of certain printing supplies; that a member of the firm, a part-
nership, receiving such contract, is also a member of the county board of public welfare and that in his or her capacity as such welfare board member, he or she had nothing to do with the letting of the contract in question.

Looking to Burns' Section 10-3713, supra, and reading the portion that I have emphasized, it reads as follows:

"* * * any person holding a lucrative office under * * * laws of this state, * * * during the time he may occupy such office * * * who shall * * * receive any * * * profit or money whatever, on any contract * * * wherein the * * * county * * * is concerned * * *.*"

The facts you have stated bring the instant case clearly within the provisions of the law as outlined above. It is immaterial that the individual in question, as such welfare board member, had nothing to do with the execution of the contract in question. The welfare board member has been placed in a position to benefit under the said contract and that is contrary to both law and public policy and places him in an incompatible position. The individual, in question, is placed in the position of serving two masters, namely the seller (his firm) and the buyer (county board of public welfare) inasmuch as the welfare board must requisition and receive their printing supplies through and in accordance with the contract executed between the board of county commissioners and the partnership in question.

A study of our Indiana decisions will show that this state is a very strict jurisdiction insofar as the law concerning contracts of public officers is concerned. In the case of Town of New Carlisle v. Tullar (1915), 61 Ind. App. 230, 236, 237, 110 N. E. 1001, the court said:

"* * * 'It is a well established and salutary doctrine,' says a distinguished author, 'that he who is entrusted with the business of others can not be allowed to make such business an object of pecuniary profit to himself. This rule does not depend on reasoning technical in its character, and is not local in its application. It is based on principles of reason, of morality, and of public policy. It has its foundation in the very consti-
tution of our nature, for it has authoritatively been declared that a man can not serve two masters, and is recognized and enforced wherever a well regulated system of jurisprudence prevails' * * *.” (Our emphasis)

Therefore, it is my opinion that a member of a county board of public welfare, being the holder of a lucrative office, cannot be in a position where he can receive profit or money through a contract entered into by the board of county commissioners, with a firm of which he is a member.

OFFICIAL OPINION NO. 22

March 20, 1958

Mr. T. M. Hindman
State Examiner
State Board of Accounts
304 State House
Indianapolis 4, Indiana

Dear Mr. Hindman:

In your letter of February 5, 1958, to this office you have raised problems concerning record researches and fees to be charged by county recorders. The portion of the statute set forth in your letter and your questions are as follows:

"Chapter 174, Acts of 1949, Burns 49-1308, contains the following provisions with reference to fees to be charged for services required under the Chattel Mortgage Act:

"'For filing and entering each instrument or copy including any assignments endorsed thereon and issuing a receipt for same, fifty cents (50¢); for attesting a marginal assignment or release, twenty cents (20¢); for searching for chattel mortgages, pledges, incumbrances, releases, assignments and subordinations and certifying to such search, the sum of ten cents (10¢) for each name searched against for each year covered by the search; for certified copies