STATE OF MAINE.

REPORT

OF THE

ATTORNEY-GENERAL

FOR THE TWO YEARS ENDING

NOVEMBER 30, 1910.

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OFFICE OF THE ATTORNEY GENERAL.
WATERVILLE, ME., Dec. 29, 1909.

Subject: Military Law; payment for attendance on drill nights.

The Adjutant General, Augusta, Me.

SIR:—I have the honor to acknowledge the communication of Col. Charles Collins bearing the endorsement of your office under date of Dec. 28, 1909, asking for an opinion in accordance with the provisions of section 24 of the Military Law, requiring the attorney general of the state to be the legal adviser of the Governor, the Adjutant General, and the Armory Commission.

The plan proposed by Col. Collins amounts substantially to this: Weekly drills, with pay roll made out for each night and, at the close of a period of six months, payment to each officer and man for such drills as he may have attended, not to exceed twelve, regardless of whether the twelve nights of attendance coincided or otherwise with the twenty-four regular drill periods in each calendar year; which must be designated by the commanding officer.

It is my opinion that such a plan is not in harmony with the military law of the state. Section 84 of the military law requires that there shall be designated by the commanding officer, for each company of the National Guard, for the Naval Reserve, and for detachment of the Hospital Corps, authorized by the adjutant general, twenty-four regular drill periods in each calendar year. It is also provided that those officers and men who attend and perform their full duty at each designated drill shall receive certain compensation. Absence from such designated drill, unless under certain circumstances, carries with it a forfeiture. To be sure, there is nothing in the military law which limits the number of drills which any organization may participate in but it is very plain that the funds of the state are to be paid out only for attendance upon a designated drill and not for any other. It is not necessary to discuss any reasons, supposed or otherwise which the legislature may have had in framing the present military law. The language of the act however is so plain that it can hardly be misunderstood. Explicit obedience to, and conformity with the law are the only safe course and I must respectfully advise that payment for attendance upon drills

must be restricted to attendance upon those twenty-four regular drill periods designated by the commanding officer and no other.

I have examined section 76 of the military law, to which you call my attention, but the provisions of that section do not to my mind affect the plain, unequivocal provisions as to payment for attendance upon regular drill periods provided in section 84.

Respectfully yours,

WARREN C. PHILBROOK,
Attorney General.

OFFICE OF THE ATTORNEY GENERAL.
WATERVILLE, MAINE, Apr. 14, 1909.

Subject: Chap. 49 P. L. 1909—public bonds exemption from taxation—"after the 1st day of February, 1909."

Hon. George Pottle, Office of Board of State Assessors, Augusta, Maine.

SIR:—I have the honor to acknowledge the receipt of your favor of April 10th and in reply beg leave to say:

Your inquiry is in the following language: "Chapter 49 of the Public Laws of 1909 provides exemption from taxation of public bonds issued after Feb. 1, 1909. Can this language be reasonably construed to mean on and after Feb. 1?"

The real question presented is whether the word "after" is here intended to be used as a word of exclusion or inclusion. There is no invariable sense to be attached to this word, but like "from," "succeeding," "subsequent," and similar words, where it is not expressly declared to be exclusive or inclusive, is susceptible of different significations and is used in different senses, as it will in the particular case effectuate the intention of the parties. Its true meaning must be collected from its context and subject matter in any particular case. As to whether the word may be used inclusively or exclusively has been the subject of discussion in our own court as well as in the courts of last resort in other states. There seems to be a general consensus of opinion that when we compute a fixed time within which a legal act must be done after a certain date, that the