

MAINE STATE LEGISLATURE

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STATE OF MAINE
DEPARTMENT OF THE ATTORNEY GENERAL
AUGUSTA

July 14, 1934

Harold J. Phillips, Esquire
Skowhegan, Maine

Dear Brother Phillips:

While it is not the policy of this office to give opinions except when requested through statutory channels, the matter concerning which we talked the other day is so closely related to the government of the State that I am departing from my usual practice in this instance.

While I have not exhausted the authorities, from what research I have made, I am of the opinion that the contract purported to have been entered into between the Trustees of Bloomfield Academy and the Town of Skowhegan is not binding on the town so as to divest the school committee of performing the duties incumbent on it by statute.

I am basing this upon my belief that the Town of Skowhegan had no authority to enter into a contract which would divest the State of Maine of control of its public school system.

It is a fundamental principle of law, of course, that the town is wholly a creature of statute, and that it possesses no powers not conferred upon it by enactment either in express words or by necessary implication. I do not feel that the action of the town in attempting to enter into such a contract was within its implied powers by necessary implication, and surely there is no express mandate for it.

Most cordially yours,

Attorney General

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