MAINE STATE LEGISLATURE

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STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calendar years 1941--1942

March 18, 1943

To:

Carl T. Russell, Deputy Commissioner

Labor

From:

Frank A. Farrington, Deputy

Attorney General

Weekly Payment of Wage Law

In your letter of March 17 you ask whether an oil company comes under the provisions of Section 39 of Chapter 54 of the Revised Statutes of 1930.

It is the opinion of this department that such a company does come under the provisions of said Section 39.

FRANK A. FARRINGTON
Deputy Attorney General

March 19, 1943

From:

The Attorney General

To:

The State Tax Assessor

In re School Building at Baring

Under the statutes when a town is disorganized, all school property becomes the property of the State. The use of the word "disorganized" in this statute (R. S. c. 19, §144) is appropriate to fit P. & S. L. 1941 c. 4, which is an emergency act entitled "AN ACT to Provide for the Surrender by the Town of Baring of Its Organization". The school house at Baring, therefore, became the property of the State immediately on the taking effect of the emergency act. The State school department informs me that this building is now being used as a public school although I note in your memorandum that there is a proposition for taking the pupils to Calais to save expense.

I am further informed, but that is an administrative question and I simply cite it because it has been mentioned to me, that due to the economic trend in Baring it is highly questionable whether there is any present recoverable cash value in this building.

The note for \$1870.36 held by the Calais Federal Savings and Loan Association is one of the debts of the municipality. While it is true that the State of Maine recognizes the common law rule in regard to mortgages, we must not overlook the fact that the mortgage, no matter where the actual legal title to the real estate may be, is simply security for a debt. The debt is the primary object and the mortgage is the secondary object. In this case the primary object is a