

# MAINE STATE LEGISLATURE

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**STATE OF MAINE**

**REPORT**

**OF THE**

**ATTORNEY GENERAL**

**for the calendar years**

**1945-1946**

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tendere or was adjudged or found guilty by a court of competent jurisdiction, whether or not he was placed on probation without sentence or under a suspended sentence or the case was placed on file or on special docket.”

The respondent's right to operate is therefore subject to revocation on this record, as upon a second conviction, and I so advise you.

ABRAHAM BREITBARD  
Deputy Attorney General

November 18, 1946

To Guy R. Whitten, Deputy Commissioner, Insurance

In your memo of November 14th you wish to be advised about the computation of the 45-day period during which fire insurance companies are prohibited from paying a loss. Your question is as follows:

“Will you kindly advise me if a policyholder executed a complete and properly notarized statement of loss, that this document is sufficient to mark the beginning of the 45-day statutory waiting period (Section 103, Chapter 56, R. S. 1944) even though a loss was subsequently adjusted at a figure materially different from that set up in the original statement either by compromise or by award of referees and if the situation is changed if in confirmation of the final adjustment a corrected proof of loss is accepted from the assured.”

So much of the statute as is pertinent reads (Section 103 of Chapter 56, R. S. 1944):

“In case of physical loss by fire to property insured by any company transacting insurance business in this state, said company or its representative shall begin adjustment of such loss within 20 days after the receipt of the notice provided for by section 97; but no fire insurance company shall pay any loss or damage until after the expiration of 45 days from the date when the statement of loss referred to in said section 97 is filed with the company; . . .”

The statement of loss referred to in this provision is the sworn detailed statement in writing which the insured is required to furnish within a reasonable time after the loss, in accordance with the statutory fire insurance policy, the standard provisions of which are contained in Section 97. When this is filed with the companies, the 45-day period begins to run and payment may be made after such period has expired, notwithstanding the fact that subsequent to such filing, adjustments were made by which the amount of the loss was arrived at by compromise or award of referees and amended proofs filed, if such is required, by the insurance carriers.

The statutory period runs from the first filing and not from any subsequent filing by way of amendment.

I may add that I do not find anything in the standard policy or in the statutes which does more than require the insured to file the written statement under oath above referred to. There would therefore be no obligation to file another statement on either an adjustment of the loss or the award by referees, although this is presumably done in the case of an adjustment.

ABRAHAM BREITBARD  
Deputy Attorney General

November 20, 1946

To E. E. Roderick, Deputy Commissioner of Education

I have your memo of November 14th concerning a teacher who had served 29 and 13/18ths years and retired on a pension, which service lacked 45 days of teaching to entitle her to a 30-year pension. You advise me that she afterward made up these 45 days by substituting a day or two at a time upon the "urgent request" of the superintendent of schools. You state that while rendering this substitute service, she was at the same time receiving the pension.

I do not think that that would in and of itself preclude her from having these extra days of service tacked on to her previous service. The question is not free from doubt, but I think that in all fairness this doubt should be resolved in her favor, and thus I advise you that you could properly allow her a pension based on 30 full years of service credit.

ABRAHAM BREITBARD  
Deputy Attorney General

November 27, 1946

To Homer E. Robinson, Bank Commissioner  
Re: Federal Employees' Credit Union—Examination Fee

The question has been raised whether the above named credit union is subject to the payment of the examination fee to be paid to the bank commissioner under the provisions of Section 3 of Chapter 273 of the Public Laws of 1945, which enacted a new Chapter 51 for the same Chapter in the Revision of 1944, which is repealed by this new amendment.

The Federal Employees' Credit Union was organized in 1931 under a Private and Special Law and is Chapter 11. In Section 8 of that act the corporation is subject to examination, supervision and control by the bank commissioner, and the provisions of Sections 47 to 55 inclusive of Chapter 57 of the Revised Statutes of 1930 are made applicable to this corporation. These sections are found in the chapter dealing with the management of savings banks and the annual examinations by the bank commissioner of their books and records. We thus have here a provision for supervision and examination by the bank commissioner; and the performance of that duty is in accordance with the sections of the savings bank law. It is unlike the provisions contained in the enactment of the