

# MAINE STATE LEGISLATURE

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**STATE OF MAINE**

**REPORT**

**OF THE**

**ATTORNEY GENERAL**

**for the calendar years**

**1947 - 1948**

dissolved. The license was issued to the partnership in January, 1947, and would expire normally on June 30, 1947, and you ask the following questions:

“(1) Does the license as issued become void by the dissolving of the partnership?”

*Answer.* When a partnership is dissolved, the law contemplates the entire cessation of business as such, and the firm subsists only for the purpose of winding up its business. Therefore upon the dissolution of the partnership the license becomes void.

“(2) If the license does not become void by the dissolving of the partnership, and in the event that both partners wish to continue to operate beauty parlors, one at the old location and one at another location, may either of these secure credit for the unexpired portion of the partnership license, or must both individuals secure new licenses for the shops which they will operate individually and pay the regular fee of \$5.00 for their initial individual shop licenses?”

*Answer.* These licenses are not transferable; and in view of the fact that the dissolution of the partnership which had the license terminates the rights of these two persons forming the partnership from doing business as such, if they go into business as individuals, each must secure a license for her own shop and pay the regular fee of \$5; and there is no provision in the statute for a refund, when a firm or corporation takes out a license and the said firm or corporation is dissolved, to any person formerly a member of such firm or corporation.

RALPH W. FARRIS  
Attorney General

February 21, 1947

To Daniel T. Malloy, Chief Warden, Sea and Shore Fisheries  
Re: Section 116, Chapter 34, R. S. 1944

I have your memo of February 18th, stating that Section 116 of Chapter 34 has been interpreted by your Department to mean that no person can lawfully fish for lobsters in Maine waters without a lobster fishing license and that the exception therein, which you cite as follows,

“. . . except for immediate consumption by himself and family,”  
refers to possession of lobsters by an individual for his own use, one who does not hold a license to engage in any phase of the lobster industry. You ask me to inform you if your interpretation of this provision is correct.

In answer I call your attention to the language of the exception:

“No person, firm, or corporation, either by themselves as principal or by their servants or agents, shall, at any time, catch, take, hold, buy, ship, transport, carry, give away, remove, sell, or expose for sale, or have in his or its possession, except for immediate consumption by himself and family, any lobster; . . . unless licensed to do so as hereinafter provided. . .”

It is my opinion that that provision was inserted by the legislature to protect people who are not in the lobster business and have purchased lobsters for home consumption and are transporting same from the market, and also after they have them in their possession at their homes, such lobsters having been legally purchased for family consumption. It does not give the right to any such person to go out and catch lobsters without a license for immediate consumption by himself and family. If the law were interpreted otherwise, it would open the door for everybody to set lobster traps.

RALPH W. FARRIS  
Attorney General

February 25, 1947

To Harrison C. Greenleaf, Commissioner of Institutional Service

I return herewith the papers that you left with me this morning, namely, agreement which purports to be a compromise with an inmate of the State School for Girls, together with a letter from the lawyer who drafted the agreement, and his check for \$100 payable to this inmate. This agreement purports to be made with the acquiescence of her next friend and brother. The brother, however, cannot represent her in this matter, or act for her, and she, being a minor, cannot execute a valid agreement of compromise.

Under Section 86 of Chapter 23, your department is vested with all the powers of the person, property and education of every girl committed to the charge of the department, which parents have over their children. Consequently, no agreement can be made in her behalf without the department acting in that behalf. See *Harding v. Skolfield*, 125 Maine 438. The case cited also involved a girl who was then under the charge of the Trustees of Juvenile Institutions, that body then having the same powers as your department now has.

In cases of this nature, the process issues on complaint in the municipal court in which the putative father is arrested and gives bond for his appearance in the Superior Court where the writ is entered and then held in abeyance until the child is born, after which time a declaration is filed alleging the birth of the child. It is also essential, in order to maintain any action, that the complainant remain constant in her accusation and that upon inquiry during her travail she accuse the respondent as being the putative father of the child.

I mention these steps as it may require the services of an attorney in order to handle this matter properly, whether the case be prosecuted in court or settled out of court.

My suggestion would be that you take the matter up with LeRoy Folsom and let him handle it from now on. Thus the department will be protected as well as the inmate.

ABRAHAM BREITBARD  
Deputy Attorney General