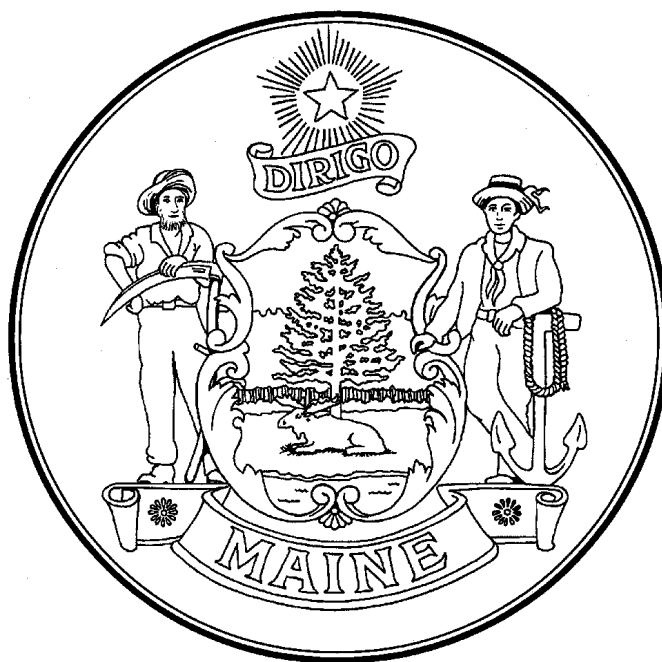


MAINE STATE LEGISLATURE

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STATE OF MAINE

R E P O R T

OF THE

ATTORNEY GENERAL

for the calendar years

1949 - 1950

In answer to the second question in his letter I will say that there will be no State Constitutional difficulties about proposals to permit transfer of funds between categorical grants, and I can find no statutory difficulty that cannot be taken care of with the approval of the Governor and Council under the budget and Chapter 14.

In answer to the third question propounded by Ted Driscoll in his letter of March 21st, whether, if federal grant-in-aid money is appropriated by our legislature, difficulties would arise in drafting the appropriation bills if block grants or the transfer device were in effect, it is my opinion that we would have no difficulties if this matter was taken up at the budget hearings conducted before the legislative session. As I understand it now, our legislature does not appropriate federal grants-in-aid. They are merely allocated to the departments for which federal aid is requested and do not figure in legislative appropriations of state funds. I cannot see where the appropriation of State matching funds would be made more difficult by the block grant form of federal aid.

You know more about the workings of the State Budget than I, and therefore you can answer his letter on the basis of what information I am giving you on this score added to your own knowledge of the handling of the State Budget and the Department of Finance. . .

RALPH W. FARRIS
Attorney General

April 20, 1950

To Ermo H. Scott, Deputy Commissioner of Education
Re: State liability for accident incurred in transporting the basketball team
at the State Normal School, Presque Isle, Maine

We have carefully reviewed the correspondence and attached papers submitted by you with your memorandum of March 13, 1950.

It appears that in this case the Athletic Association at the Aroostook State Normal School authorized a student to enter into a contract to rent a car for the transportation of part of an athletic team to a regularly scheduled contest. The contract is very specific and clearly authorizes the company owning the vehicle to sue on the contract. You will note among other things that the renter agreed that he would return the vehicle to the owner in the same condition as he received it.

It would appear to us that the Athletic Association should pay on the claim of the company owning the vehicle unless by chance that company has already been reimbursed through its own collision insurance. This is a matter which should be determined locally.

JOHN S. S. FESSENDEN
Deputy Attorney General

April 20, 1950

To H. H. Harris, State Controller
Re: Carleton Day Reed d/b/n/Reed & Reed, Woolwich, Maine

Under date of June 8, 1949 the Attorney General addressed the following memorandum to the Bridge Division of the State Highway Commission: