

# MAINE STATE LEGISLATURE

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**STATE OF MAINE**

**REPORT**

**OF THE**

**ATTORNEY GENERAL**

for the calendar years  
**1951 - 1954**

November 5, 1952

To Honorable George Meloon, Council  
Re: Vacancy in Judgeship of a Municipal Court

This office has been asked to determine, in the event a municipal court judgeship is vacant, when term the judge would serve who was appointed by the Governor and Council to fill the vacancy.

The general rule is that, where the manner of filling the vacancy is not specified by the statute but it is specified that the appointment shall be for a number of years certain, then the newly appointed person shall serve a full term.

Judges are entitled to hold for a term certain from the time of their appointment and qualification, although their predecessors may have vacated their offices before the expiration of the full terms for which they were appointed.

See *Opinions of the Justices*, 61 Maine 601, and *French v. Cowan*, 79 Maine 439.

JAMES G. FROST  
Deputy Attorney General

November 7, 1952

To General George M. Carter, The Adjutant General  
Re: Insurance on former Colby Field House owned by the City of Waterville and leased to the State of Maine

Your letter of July 1, 1952, addressed to George H. Mahoney, has been referred to me for my consideration and reply.

It appears to me that the question which you have in mind is whether there may be incorporated into the State of Maine Fire Insurance Schedule policy a provision by rider or endorsement which will clearly spell out the fact that the State of Maine insurance coverage on the leased property, i. e., the Field House at Colby College, Waterville, does adequately protect the interest of the City of Waterville as lessor.

It is my opinion that a rider or an endorsement may be attached to the State Fire Insurance Schedule policy, which endorsement can clearly and definitely set forth that the City of Waterville does have the interest of a lessor in the so-called Field House. To this end, I have talked with the Insurance Commissioner and he advises me that he will take steps to see that such a rider or endorsement is incorporated into the present State Fire Insurance policy.

It is further my opinion that even at the present time the interest of the City of Waterville is protected by the present insurance coverage, in view of the fact that the present policy contains a provision which would give the City of Waterville, even though they are not specifically named in the policy, the legal right to come forward in case of loss and present a claim with respect to its interest against the carriers of the insurance.