STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calendar years

1951 - 1954

One can readily see that if the rule were otherwise, there would be no certainty to any election, to any office, to any tax levy. If my assumptions are not correct, then the true facts should be brought forward so that we can evaluate the situation in its true perspective.

ROGER A. PUTNAM
Assistant Attorney General

April 3, 1953

To W. H. Deering, Treasurer, Augusta State Hospital
Re: Patients' Funds

We have your letter posing the following questions:

1. "Can the hospital retain funds that were in the possession of a mental patient at the time of his commitment, or accumulated by him during the period of his commitment, these funds being in the custody of the hospital, for the payment of reasonable expenses of his support furnished by the Augusta State Hospital?

2. "Is it necessary for the hospital to have the consent and approval of the patient to withhold any part of his funds for the State at the time of his discharge?"

Your first question is answered in the negative, if you mean the retention of funds without the approval of the patient.

The answer to Question 2 is "yes."

We feel that in no instance should you make an agreement with a minor who is being discharged from the hospital, but that such agreement should be made with the guardian of the minor. We do feel that in each case where a patient is being discharged from the hospital, having funds of any substantial amount on deposit, an attempt should be made to reach an agreement that a portion of those funds can be retained by the hospital and credited for the payment of bills for his board and care or support.

We think, further, that each case should be considered on its own merits and that no attempt should be made to retain funds when such retention would create a real hardship on the person being released.

JAMES G. FROST
Deputy Attorney General

April 15, 1953

To Paul A. MacDonald, Deputy Secretary of State
Re: Legal Loads of Trucks

We have your memo requesting answers to questions concerning the interpretation of section 100 of Chapter 19 of the Revised Statutes, as amended, which statute deals with the load in pounds that may be carried by a group of axles on commercial vehicles.

The pertinent portions of the statute which are to be considered read as follows:

". . . No vehicle having 2 axles shall be so operated, or caused to be operated, when the gross weight exceeds 32,000 pounds.

"No group of axles shall carry a load in pounds in excess of the value given in the following table corresponding to the distance in feet between the extreme axles of the group, measured longitudinally to the nearest foot:

"Distance in feet between the extremes of any group of axles	Maximum load in pounds carried on any group of axles
4 to 7, inclusive	32,000*
17	41,160*
27 and over	50,000

provided, however, that no vehicle shall have a gross weight imparted to any road surface of more than 22,000 pounds on any one axle, *and no vehicle having two or more axles less than 10 feet apart shall be operated, or caused to be operated, with more than 16,000 pounds* imparted to the road surface from either axle; provided further, that no vehicle shall be so operated, or caused to be operated, when the load imparted to the road surface is greater than 600 pounds per inch width of tire (manufacturer's rating); . . ."

The definition of the term "group of axles" will be helpful in considering the problems presented to us in your questions.

"Group of Axles" means those axles which are contiguous and segregated by reason of their use. In the instant case, the extreme axles of the group would be the first axle or wheel and the rear axle or wheel of the tandem axles of wheels. These are the extreme axles of the group. See *State v. Balsley*, 48 N. W. 2d, 287.

Question No. 1. "Under Section 100 is the expression 'distance in feet between the extremes of any group of axles' to be interpreted as to the extreme from the front axle to the rear axle or, in a three axle job, as between the front axle and the middle axle or between the middle axle and the rear axle?"

Answer. In the instant case, where a three-axle vehicle is concerned, the expression "distance in feet between the extremes of any group of axles" is to be interpreted as the extreme from the front axle to the rear axle — and not as between the front axle and the middle axle or between the middle axle and the rear axle.

Question No. 2. "If a three axle job is registered for 50,000 pounds, may it carry 22,000 pounds on any one axle so long as the aggregate does not exceed 50,000 pounds, assuming the tire width is sufficient to qualify?"

Answer. If the middle and rear axles are less than 10 feet apart, then the gross weight to be imparted to either of those axles could not exceed 16,000 pounds. See above underlined portion of the law quoted, in which case the front axle only could carry 22,000 pounds, if between that axle and the middle axle there was a distance of 10 feet.

Question No. 3. "If a three axle truck is 17 feet from front axle to rear axle and is registered for, say, 46,000, 48,000 or 50,000 pounds, may it carry a load according to the registration so long as the maximum does not exceed

the 50,000 pounds, no more than 22,000 pounds is on any one axle and the tire width qualifies?"

Answer. Over-registration gives no more right than over-insurance. A three-axle truck having a distance of 17 feet from the front axle to the rear axle, being registered for 46,000, 48,000 or 50,000 pounds, may not carry a load according to the registration, as such truck is limited to carrying a load not to exceed 41,160 pounds. See statute above quoted.

Question No. 4. "If so (perhaps repeating) is there any limit to the weight on any axle or combination of axles except the 22,000 per axle and the 50,000 pounds overall, assuming forward and rear axles are not 'less than 10 feet apart' and the tire width is sufficient to qualify?"

In answer to Question No. 4 we would refer you to the answer given to Question No. 2 and would also refer you to the first sentence of the above quoted section of the law.

JAMES G. FROST
Deputy Attorney General

April 15, 1953

To Ernest H. Johnson, State Tax Assessor

Re: Excise Tax of Servicemen at Limestone

I reply to your inquiry of April 13, 1953. You state that servicemen in quarters at the Limestone Air Base sometimes register motor vehicles in Maine, prior to which they are compelled to obtain an excise tax receipt. You inquire to what town the excise tax should be paid.

Under the Soldiers' and Sailors' Civil Relief Act, 50 U.S.C.A., Section 574, the serviceman is exempt from any such tax in Maine if he has paid his excise tax in the state of his domicile. Otherwise, the exemption does not apply. I assume that in the cases you mention, no excise was paid to the state of domicile.

The next question is whether the registrant is "occasionally or temporarily residing" in a municipality. As you know, the municipality has no functions of government in the Limestone Air Base, the Federal Government having assumed "exclusive jurisdiction" under Section 12 of Chapter 1, R. S. 1944.

As I see the statute, its literal clear meaning calls for a tax but there is no literal clear meaning concerning to what municipality the tax should be paid. We are, therefore, left, in my judgment, to reasonable construction, the duty being clearly based upon the serviceman to pay a tax if he is not going to pay one in his home jurisdiction and if he is going to register the car in Maine.

Essentially, taxes are bills for services rendered by governments. The excise tax is payable to the town of residence because that town affords the government services which the taxpayer ought to pay for. Pursuing the reason for the statute to its logical limit, the excise tax in question ought to be paid to the Town of Limestone. It is that town which affords police protection, street maintenance, and other government benefits.