

MAINE STATE LEGISLATURE

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STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calendar years
1951 - 1954

Portland's participation in the Retirement System, we would concur with Mr. Shur's conclusion that Mr. Nelson's prior service cannot be restored under the provisions of their Act.

JAMES GLYNN FROST
Deputy Attorney General

March 1, 1954

To Phillip Annas, Associate Deputy, Education
Re: Responsibility of Commissioner for Tuition Charges

. . . You ask if the Town of Masardis is responsible for the tuition of one Natalie Cote who attended Lee Academy in 1951-52. You state that if the Town of Masardis is responsible for such tuition, then the Commissioner of Education can act in accordance with Section 99 of Chapter 37, R. S. 1944, and pay the amount owed to Lee Academy, deducting that amount plus interest from the apportioned fund of the Town of Masardis:

"Provided, however, that when pupils are sent from one city, town or plantation to an approved secondary school in another, if any accounts for tuition of such pupils are not paid on or before the 1st day of September of that year, the commissioner shall pay such accounts, or so much thereof as he shall find to be rightly due, to the treasurer of the receiving city, town, plantation, academy, institute or seminary at the next regular annual apportionment, together with interest on such accounts at the rate of 6% annually, computed from said 1st day of September, and the commissioner shall charge any such payment against the apportioned fund of the sending city, town or plantation."

There are too many unanswered questions in the fact situation as presented for us even to attempt to answer your problem. For instance: Is Masardis a town which does not maintain a free high school? If it is, does it contract with another town to educate its children? In the event it is such a town and has a contract with another town to educate its children (and we presume that such a contract would not exist between the towns in question — almost 100 miles apart), then the Town of Masardis would in all probability not be liable for the tuition owed to Lee Academy.

Or again, perhaps the child entered Lee Academy under the belief that such entrance was authorized by Section 98 of Chapter 37. This section contemplates that the youth concerned must reside with a parent or guardian in the town involved. We cannot ascertain from your memo whether or not such requirement has been complied with, except that we know she did not reside with her parents.

In any event, the above quoted section of law relating to the duty of the Commissioner to pay such accounts as are in dispute here, has reference to children *sent* by a town to another town (see underlines above) and in our opinion has no relation to instances where children are *sent* by others than a consenting town.

From the manner in which you present your problem we gather that you consider the final determination of residence to be the answer, and such

might be the case if only Section 39 of Chapter 37 were involved: “. . . every person between the ages of 5 and 21 shall have the right to attend the public schools *in the town* in which his parent or guardian has a legal residence.”

However, as you can see from the above consideration of the situation, many more problems enter the picture when a child attends school in a town other than the town in which he has a legal residence.

In view of the over-all situation, Masardis' denial of responsibility, and the other factors present, we feel that the matter is one which should be settled between the town, the academy, and the parents, and we therefore refrain from giving any opinion on the precise question asked.

JAMES GLYNN FROST
Deputy Attorney General

March 2, 1954

To Joseph A. P. Flynn, Secretary, Electricians' Examining Board
Re: Licensing of Electricians under R. S., Chapter 73-B

This office has been requested to consider Chapter 73-B, R. S. 1944, enacted by Chapter 307, Section 1, P. L. 1953, requiring that electricians be licensed, as it applies to oil-burner installation and servicemen.

The precise question may be phrased: May a competent oil-burner serviceman be licensed as an electrician under the “grandfather clause”, where his entire electrical experience has been restricted to work on such burners?

The answer, in our opinion, is: Under the “grandfather clause”, the Board may grant a license to any person who presents satisfactory evidence that he has engaged in the business of making electrical installations in any or all of the following fields, namely: heating, lighting, and power within the State of Maine for at least 2 years prior to June 30, 1953. As used here, “installations” include installation, repairs, alterations and maintenance, or any of them.

Section 6 of the statute provides that a license may be given without examination “to any applicant therefor who shall present satisfactory evidence that he has the qualifications of such electrician and has engaged in the business or occupation, as the case may be, of making electrical installations within the State for at least 2 years prior to June 30, 1953.”

Section 2 of the statute defines an electrician as “any person, firm or corporation that, as a business, hires or employs a person or persons to make electrical installations, or without hiring any person does such work as a principal business or as auxiliary to a principal business for his or its own account. . .”

It would thus appear that any person who has been installing oil burners is acting as electrician “as auxiliary to a principal business,” etc. It would seem to follow that if he has been in such business for at least 2 years prior to June 30, he should be given a license without examination.

The subject is annotated in 4 A.L.R. 2d, 667. It is the editorial conclusion that grandfather clauses, generally speaking, are intended to protect those conscientious persons who are earning a living in a certain vocation even though they might not be able to pass the examination. One cannot generalize