

# MAINE STATE LEGISLATURE

The following document is provided by the  
**LAW AND LEGISLATIVE DIGITAL LIBRARY**  
at the Maine State Law and Legislative Reference Library  
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied  
(searchable text may contain some errors and/or omissions)

**This document is from the files of the Office of  
the Maine Attorney General as transferred to  
the Maine State Law and Legislative Reference  
Library on January 19, 2022**

June 2, 1954

*WPA*

To John R. Dyer, Purchasing Agent  
Re: Overtime Charge by Portland Copper & Tank Works, Inc.

We are returning the entire correspondence relative to this matter.

A reading of the correspondence shows that there is obviously a difference of opinion as to whether there was proper notice prior to the arrival of the first tank at the Pownal State School. Mr. Witham takes the position that there was not enough notice. The Portland Copper & Tank Works insists there was.

Although I cannot find from the specifications the exact size of this tank, it would appear to be of a fairly good size, something about 10 feet wide and 31 feet long. Thus it would be necessary to have some form of equipment or staging to remove it from the trailer-truck.

We also note that the tank was not delivered within two weeks, but within seven weeks, and therefore the Copper & Tank Works itself was not following its part of the contract with any degree of accuracy. We would feel that in view of the sale price of \$4935. and the overtime charge of \$14., the Portland Copper & Tank Works ought to underwrite this charge itself, if for no other reason as public relations.

As far as this office is concerned, we feel that on the fact involved, that is proper notice, we could probably defend the position taken by Mr. Witham. I would advise that Mr. Witham ignore any future billings from the Portland Copper & Tank Works.

Roger A. Putnam  
Assistant Attorney General

rap/c