

MAINE STATE LEGISLATURE

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STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calendar years

1959 - 1960

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January 13, 1960

To: Francis G. Buzzell, Chief of Division of Animal Industry, Agriculture
Re: Maine State Fair — Lewiston — Capital Improvement Fund

I have your request for the answer to the following three questions concerning disbursements under Chapter 32, R. S. 1954.

1. Would any money which might be due the Maine State Fair Association continue, even though the fair is operated by a different organization?
2. If future improvements were made which would qualify, would reimbursement have to be made to the Maine State Fair Association, or to a new organization running the fair?
3. Would the Maine State Fair lose any credits it might have if the property were leased to another group?

In reference to your first question, the money which is now due the Maine State Fair Association would be paid to them or to the new organization depending upon the agreement set forth between them. This would be true unless the new organization could not qualify for the stipend by its own right, in which case they would not be entitled to the money.

If future improvements were made which qualified, the payment would run to the organization operating the fair if they qualified for the stipend.

The answer to number 3 is contingent upon the agreement referred to in the answer to number 1. In general, the Maine State Fair Association would not lose any credits. An agreement might serve as an assignment of these credits to another qualified group.

GEORGE A. WATHEN
Assistant Attorney General

January 19, 1960

To: The Honorable Joseph T. Edgar
Speaker of the House
State House
Augusta, Maine

Dear Mr. Edgar:

This letter is in response to your oral request for an explanation of State benefits with respect to the salary of a superintendent of a school union.

It appears that several unions, each with a superintendent, joined into one union with a single superintendent. While before such latest grouping each superintendent was paid a benefit by the State, now a benefit for only one superintendent is being paid.

Question: You ask if such payment of benefits on the basis of the employment of one superintendent only is in violation of the law which provides that there will be no loss of support because of a reorganization of unions.