

MAINE STATE LEGISLATURE

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STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calender years

1961 - 1962

tuition students. However, I note that paragraph 9 of the proposed contract provides that the newly formed town and Brunswick *may* contract for tuition students. It would, therefore, be discretionary for both parties and it may be that Brunswick would refuse to accept Harpswell Neck tuition students.

I believe this situation can be remedied by amending the Private and Special Laws of 1961, Chapter 83, at the next regular session of the Legislature to require Brunswick to contract with Harpswell Neck for tuition students as well as Harpswell and the surrounding towns.

In reviewing the whole case, however, I am of the opinion that there should be no difficulty as far as Harpswell Neck is concerned in contracting with Brunswick under the provisions of paragraph 9 of the proposed contract for tuition students as I do not foresee that Brunswick will refuse to contract.

Very sincerely yours,

RICHARD A. FOLEY

Assistant Attorney General

July 28, 1961

To: Kermit S. Nickerson, Deputy Commissioner of Education

Re: Determination of Legal Tuition Rate

You have requested my interpretation of Chapter 248 of the Public Laws of 1961, regarding the computation of legal tuition rates.

I am in agreement with the conclusions reached in your memorandum, that is, that the average daily membership of the preceding year ending on June 30 should be the basis for computing the tuition.

Your conclusion that the current fiscal year refers to the last completed fiscal year preceding the closing of the school year is also correct.

RICHARD A. FOLEY

Assistant Attorney General

July 28, 1961

To: Kermit S. Nickerson, Deputy Commissioner of Education

Re: Legality of Loan to City of Westbrook of Equipment in the National Industrial Equipment Reserve

This is in answer to your memorandum of July 17, 1961, in relation to the contract for the loan of certain industrial equipment to the City of Westbrook for use in their school system. The "loan" from the federal government has considerable conditions attached to the loan contract and I can find no authority to permit a city to deal directly with the federal government on educational grants-in-aid from the federal government. However, under the Revised Statutes, Chapter 11, Section 15, the Governor and Council may accept equipment from the federal government on behalf of the State. The Governor and Council can further designate an agency of the state to carry out the provisions of any federal law relative to grants-in-aid to the State.

I would, therefore, suggest that the Governor and Council may properly accept this equipment on behalf of the public schools in Westbrook and direct the school board of Westbrook to carry out the provisions of the contract.

RICHARD A. FOLEY
Assistant Attorney General

July 28, 1961

To: Doris M. St. Pierre, Secretary of Real Estate Commission

Re: Trading Stamp Premiums for Listings of Real Estate

This is in answer to your memorandum of June 15, 1961, requesting an opinion as to the legality of giving green stamp premiums when a real estate broker gets a three month exclusive contract for the sale of real estate.

Such an offer of premiums appears to be in violation of Section 13 of Chapter 84, R. S. 1954, providing that it shall be unlawful for any licensed broker to offer, promise, allow, give or pay, directly or *indirectly*, any part or share of his commission from any real estate transaction to any person who is not a licensed broker or salesman.

RICHARD A. FOLEY
Assistant Attorney General

August 2, 1961

To: Honorable Harold Stewart
Box 773
Presque Isle, Maine

Dear Bud:

I believe you asked a question of the girls in my office as to whether or not you could accept an appointment to the bench of the new district court. Article IV, Part Third, Section 10 of the Constitution reads as follows:

"No senator or representative shall, during the term for which he shall have been elected, be appointed to any civil office of profit under this state, which shall have been created, or the emoluments of which increased during such term, except such offices as may be filled by elections by the people."

This would mean that you would be unable to accept an appointment as a district court judge during the two year term beginning January, 1961, and this would be true even though you resigned from your legislative position. There is nothing to prevent your appointment after that two year period assuming, of course, you are no longer a senator or a representative at that time.

I trust this will answer your inquiry.

Sincerely yours,

FRANK E. HANCOCK
Attorney General