STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calender years

1961 - 1962

March 9, 1962

R. L. Chasse, M. D.
Chairman, Maine State Board of Registration of Medicine
P.O. Box 637
Brunswick, Maine

Dear Dr. Chasse:

We have your request of March 8, 1962 for an opinion with regard to the legal requirements for temporary licensing of doctors planning to practice medicine in Maine as hospital residents in other than State institutions, or doctors who plan to accept positions as camp physicians.

Revised Statutes, Chapter 66, Section 9, limits any such temporary licensure to a physician who is a graduate of a class A medical school or university and is duly registered and licensed in this or any other State. The physician must also meet the requirements of the Board relative to medical education and must be of good reputation. No person can be granted a temporary license under Section 9 if he or she is not duly registered and licensed in one of the United States prior to his or her application for such temporary license.

Very truly yours,

THOMAS W. TAVENNER

Assistant Attorney General

March 12, 1962

To: Philip R. Gingrow, Personal & Consumer Finance Examiner, Banks and Banking

Re: Co-maker Loans by Licensed Small Loan Agencies

We have received your memo of 7 February, 1962, in which you state that the last two sentences of section 217, chapter 59, Revised Statutes of 1954, would seem to prohibit a licensee under sections 210 to 227 from inducing or permitting a present borrower to be a co-maker on a note with another borrower, or a co-maker to become a borrower on his own note.

Section 217 only prohibits this when the intent of or the result of this transaction is to get more than the statutory interest rate. When one signs a note to a finance company, as per the standard form enclosed, he signs as a primary maker regardless of the fact that he may have actually signed as the second person on the note and with the intention of being a surety on the note. It is immaterial which signature appears first, because both the signer and co-signer are primarily responsible, and only as a matter of practice do the finance companies endeavor to collect from the person whose signature appears first. With this in mind the last sentence of section 218, chapter 59, clearly forbids a finance company from having a person sign a standard note carrying the standard statutory interest rate when such signer already has another note outstanding with the same finance company. By so signing, the signer is contracting to pay on two separate loans, each carrying a separate interest rate, which, by the provisions of