

MAINE STATE LEGISLATURE

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ND
May 10, 1963

James L. Brown, Elementary Supervisor

Education

John W. Benoit, Assistant

Attorney General

Townhouse School in Albany

Re: P.L. 1959
(C.38)

Your memorandum of April 29, 1963 is hereby acknowledged.

You ask whether your Department can legally refund Mr. Robinson's money as he does not want the particular property. You inquire whether such refund would place your Department in jeopardy with the other bidders. Further, you ask whether the next highest bid, \$17.00, can legally be accepted by your Department.

1. Your notice to the public of the proposed sale by bid, in law, constitutes a preliminary negotiation on the part of the Department. The bids submitted constitute, in law, offers. The papers in the file indicate that the Department accepted Mr. Robinson's offer, thereby creating a contract. It is possible for the parties of a contract to rescind the agreement. Therefore, you may return to Mr. Robinson the \$200.00 submitted by him. I understand that no deed has been executed by the Commissioner. Understand, that you need not return Mr. Robinson's money for the reasons stated to you in an earlier written memorandum.
2. A rescission of the agreement would not jeopardize the Department relative to the other bidders. The notice for bids allowed rejection of bids.
3. The letter which was written to your \$17.00 bidder, after acknowledgment of the bid, contained the following language: "However, the school and lot will be sold to a higher bidder" is to be construed as a rejection of the \$17.00 bid. Thus, the offer was rejected. There being no standing offer there is nothing to accept. Thus, if this school property must be sold after advertising for bids, it is necessary, after rescinding the present contract with Mr. Robinson, to advertise again for bids. Perhaps it is possible for your Department to advertise at less cost than in the first instance.

John W. Benoit, Jr.
Assistant Attorney General

JWB/slf