

MAINE STATE LEGISLATURE

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STATE OF MAINE

Inter-Departmental Memorandum Date March 3, 1975

To Maynard C. Dolloff, Commissioner

Dept. Agriculture

From David Roseman, Assistant

Dept. Attorney General

Subject Fair Stipend Payments 7 M.R.S.A. § 62, sub-§ 2

I am writing in response to your request for an interpretation of the last sentence of 7 M.R.S.A. § 62, sub-§ 2. The statute reads in applicable part as follows:

"A society within the meaning of this section to qualify for a stipend shall mean: . . .
2. Minimum of \$500 on premiums. A society which pays a minimum of \$500 on premiums, exclusive of those for horse and ox pulling contests. In the event a society has not qualified for the Stipend Fund at least once in the three previous years, said society shall not qualify for the Stipend Fund until it has paid \$500 in premiums, exclusive of those for horse and ox pulling contests, for three consecutive years. The three-year provisions shall not apply to societies whose annual exhibitions have been interrupted due to eminent domain proceedings or court actions. The three-year provision shall not apply to any society that leases or rents the premises or site for its annual exhibition or fair from any other person, firm, corporation or legal entity." (emphasis added)

From your memo dated December 12, 1974, and January 14, 1975, and the letter to which you refer, it is my understanding that the specific question you pose is whether the phrase "any society that leases or rents. . ." used in the last sentence refers to every society that leases or rents the site for its annual exhibition or fair from some other person, firm, corporation or legal entity, or whether it is to be given some restricted meaning. For reasons which follow, we conclude that the phrase refers to every society that leases or rents the site; excluding a restricted meaning.

In a relatively recent case, Bale v. Ryder, 290 A.2d 359 (1972), the Supreme Judicial Court of Maine interpreted a phrase which used the word "any." The reasoning of the Court is applicable here, and would seem to indicate the answer to your question. In Bale the Supreme Court reversed a ruling by a lower court that the phrase in a statute which said "annoy or interfere with any person" excluded policemen. Said the Court:

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"The phrase 'annoy or interfere with any person' is clear and unequivocal. The Legislature could easily have modified the expression by adding 'except police officers,' or similar language" 290 A.2d at 360.

The phrase "any society that leases or rents" in 7 M.R.S.A. § 62, sub-§ 2 is also clear and unequivocal. Here, too, if the Legislature intended to restrict the phrase so that it applied to only certain societies that lease or rent, the Legislature could have easily done so by express words in the statute.

The Court in Bale cited 1 M.R.S.A. § 72, sub-§ 3 for the general rule that "[w]ords and phrases shall be construed according to the common meaning of the language," unless that construction is inconsistent with the plain meaning of the statute. The Court concluded by defining "any" as "indiscriminately of whatever kind," or "no matter what one." 290 A.2d at 360. Using the Court's approach, "any society that leases or rents" would mean any society, no matter what one, that leases or rents. In an earlier case, the Maine Supreme Court similarly stated that ". . . the word 'any' in its ordinary meaning means 'all or every' and we so interpret it." Lambert v. New England Fire Ins. Co., 90 A.2d 451, 455 (1952). See also State v. Kaufman, 57 A. 886 (Me., 1904).

Furthermore, to interpret the phrase "any society that leases or rents" so as to refer to only certain societies that lease or rent, a court would have to insert restrictions into the statute which the Legislature itself had omitted. It is a general rule of statutory construction, however, that this may not be done. See e.g., 73 Am. Jur.2d, Statutes, § 199; Chaffee v. Miami Transfer Company, Inc., 288 So.2d 209 (Fla., 1974); Grody v. State, 278 N.E.2d 280 (Ind., 1972).

For the above reasons, it appears that the phrase any society that leases or rents the site for its annual exhibition or fair from some other person, firm, corporation or legal entity, refers to every society that leases or rents in such manner.

DAVID ROSEMAN
Assistant Attorney General

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