

MAINE STATE LEGISLATURE

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October 8, 1975

Honorable Armand A. LeBlanc
26 Roosevelt Avenue
Van Buren, Maine 04785

Dear Representative LeBlanc:

This responds to the question of compatibility of three offices addressed by the Federal Department of Housing and Urban Development. We write to express our view whether a single individual may simultaneously hold the positions of director of a school administrative district, chairman of the local planning board and director of the local housing authority, without there being any conflict of interest or incompatibility of offices under circumstances in which a board of directors of a school administrative district have a lease with the local housing authority covering both land and buildings owned by the district and leased to the authority? We answer in the negative, based upon the Maine case of Howard v. Harrington, 114 Me. 443.

"Two offices are incompatible when the holder cannot in every instance discharge the duties of each. The action of the second office, therefore, vacates the first." 114 Me. at 446.

Clearly, a conflict exists whenever an individual holds offices placing him on both sides of a transaction like the one here, viz: the lease between the district and the authority. In the event litigation arose over the lease between the authority and the district, the individual would be on both sides of the case, viz: as plaintiff and defendant. The law does not permit such an arrangement.

In questions of incompatibility of offices and conflicts of interest, decisions rest upon the facts in each case, and so this decision is rested upon the existence of the lease described above. If you have further facts you wish to bring to our attention concerning these three offices, we will be happy to respond accordingly.

Hon. Armand A. LeBlanc
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I return herewith the "Terms and Conditions" published by the United States Department of Housing and Urban Development, as well as the letter dated August 25, 1975, addressed to Mr. Michael W. Michaud, Executive Director of the Van Buren Housing Authority by Mr. Charles C. Pace, Jr. of the Federal Department of Housing and Urban Development.

Very truly yours,

JOHN W. BENOIT, JR.
Deputy Attorney General

JWBJr./ec
Enclosure