

MAINE STATE LEGISLATURE

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SIXTIETH LEGISLATURE.

HOUSE.

No. 99.

STATE OF MAINE.

RESOLVE in favor of A. J. Cameron.

Resolved, That the sum of eight hundred and
2 forty dollars and seventy-seven cents, be and the
3 same is hereby appropriated for the payment in
4 full of the claim of A. J. Cameron, for binding and
5 stitching the abstracts of the agricultural reports
6 for the year eighteen hundred and seventy-eight.

STATEMENT OF FACTS.

To the Honorable Senate and House of Representatives in
Legislature assembled :

The undersigned petitioner respectfully represents, that there is the sum of eight hundred forty dollars and seventy-seven cents due to him by the State of Maine for binding and stitching done by the petitioner in accord with instructions given him by the State officers for 1879 and the terms of the contract for 1878, assigned to the petitioner by the contractors for 1878, for value paid to them by the petitioner, and the contract for 1879, made between the Legislature for 1879 and the petitioner, for said binding and stitching. And the Governor and Council for 1880 being of opinion that the said State officers for 1879 had not the authority to order so much of the work so done and as charged as "Abstract, &c. for 1878," disallowed said charge when the petitioner presented his account therefor.

Your petitioner prays, therefore, for compensation from your honorable body, as he did said work in good faith, and under, as he thought, the obligations of the contract for 1878, which he gave bond to execute at the time he purchased the rights therein from the original contractors for 1878.

And your petitioner, as in duty bound, will ever pray.

A. J. CAMERON.

The Matter of the Binding of the "Abstract" for 1878.

There were 10,000 copies of the reports of the Secretary of the Maine Board of Agriculture printed in 1879 by Sprague, Owen & Nash, for 1878.

5,000 of those should have been, according to custom and intent, bound with these now famous, or notorious, "Abstracts."

Said 5,000 were reserved for said purpose by the assignee of the binders for 1878, the petitioner, to whom was sold the rights in the contract for the work of 1878, and who at same time (Feb. 1, 1879,) assumed the responsibilities thereof.

No "Abstract," or appendix to the report for 1878 was printed, nor being printed as late as May, 1879.

The printers for 1878, as it appears, had refused to print it, from an opinion that it was prohibited by chapter 167 of the public laws of 1879.

It was then thought of by some, including the petitioner in this case, to request the governor and council to have the abstract for 1878 printed so that it might be bound in with the 5,000 copies of the report for 1878 reserved for that purpose.

Said intention was abandoned, as its projectors had not faith that the governor and council would receive such request with favor.

The Secretary, for 1878, of the Board of Agriculture, concluded that no abstract for 1878 was to be printed.

Said Secretary thereupon instructed the petitioner, to whom the binders for 1878 had assigned the contract covering said work, to proceed with the binding of the reserved reports for 1878.

Work on said, till then, reserved reports for 1878 was then proceeded with according to instructions.

The council reports for 1879 show that the last of said reports for 1878 were received and vouched for on June 25, 1879.

In the September following, it appears that the desire for the Abstracts revived.

The petitioner in this case was asked by some one from the office of the then Secretary of State if he knew the address of the secretary for 1878, of the Board of Agriculture.

The petitioner knowing said address, was requested to ascertain from said secretary the whereabouts and condition of the copy for the Abstract for 1878.

The petitioner thereupon wrote a personal letter asking for said information.

The reply received thereto was in substance that the writer had the copy inquired for, and the petitioner forwarded the reply to the then Secretary of State.

Towards the end of October, or early in November, 1879, installments of the printed Abstract for 1878 began to be delivered at the petitioner's place of business from the state printers, and so continued until completed.

It appears that the printing of the Abstract was ordered on the opinion that the act, chapter 167 of the public laws of 1879, did not prohibit the printing of the "Abstract" or appendix, to complete the report for 1878; that such act related only to the future—to prevent the printing of the Report and Abstract for 1879, none of which latter has ever been printed.

The petitioner, upon receipt of the earlier installments of the printed Abstract for 1878 from the state printers, visited the office of the then Secretary of State to learn regarding the manner of binding the work.

The petitioner was himself directly the contractor for the binding for 1879. He contended he could not bind any agricultural report or abstract under his contract for 1879, as it applied solely to the work for 1879.

The petitioner was led to feel, however, that if he was ordered by the state officials, presumed, or conceded, to have the authority, to bind this Abstract for 1878, he was obliged to do so by the contract which had been assigned to him by

the original contractors for 1878, and which the petitioner had given bond to execute.

The petitioner thereupon received instructions from the Secretary, or Deputy Secretary of State, regarding the manner of binding said Abstract for 1878.

It was decided that the binding should be such as to match as near as possible that of the Report for 1878, already distributed, and the petitioner proceeded to provide the necessary material for complying therewith.

When the work was progressing, the Secretary, for 1880, of the Board of Agriculture suggested—not that the Abstract be not bound at all, but—that some of them should be bound in a different and less expensive manner than had been originally ordered.

The expense of the style of binding suggested as above for some of the Abstract would be but twelve cents less, each, for such number as should be so done, had the work not progressed so far.

The material required by the Secretary's above suggestion is different entirely from that the petitioner had provided for the work, and which would be quite a loss to him if not so used as intended.

The petitioner having provided for the binding of this Abstract, in accord with the original instructions received at the office of the then Secretary of State, he could not comply with said suggestion without suffering great damage therefrom.

The petitioner still has the books in his place of business where he has kept them covered by insurance since last July.

The petitioner understood that the present Secretary of the Board of Agriculture did not feel at liberty to receive the work on account of the question likely to arise respecting the authority that ordered the work.

The petitioner has therefore refrained from making any formal offer or tender of the work to any State officer, until the Governor and Council, or Legislature, should pass upon the matter.

A.

Interested parties, by misrepresentation, are creating the impression that the binding and stitching for 1879, cost the State \$11,077.91.

That sum was disbursed, for and on account of such work, during 1879; \$7,210.16 was paid (to E. H. W. Smith & Co., \$2,433.37; and to A. J. Cameron, as Smith & Co.'s assignee, \$4,776.79) for and on account of work for 1878, covered by Smith & Co.'s contract for 1878, which Smith & Co. sold, on February 1, 1879, to A. J. Cameron, for value paid and received; and without said contract for 1878, A. J. Cameron could not have received a cent of the \$4,776.79 paid him for work done for 1878 under the Smith & Co. contract for 1878.

Said \$7,210.16 is included in the total \$11,077.91 disbursed during 1879.

B.

The balance, \$3,867.75, is the entire amount of said disbursements that was paid for and on account of the work done for the year 1879.

The State now owes A. J. Cameron \$840.77.

Of that balance work to the amount of \$149.22 was done for 1880.

The rest, \$691.55, is work for 1879.

Add said \$691.55 to the payment in 1879, for and on account of work of 1879, and the total work required by the entire Government for 1879—paid for and incurred—amounts to \$4,559.30.

C.

The expenditures during and for the eight years previous to 1879 (leaving out the expense of the Abstract) average \$6,697.07 per annum.

Statement of Facts accompanying Report of Committee on Claims, on petition of A. J. Cameron for compensation for certain binding.

Your Committee find that Mr. Cameron has charged the State \$1,600 for binding 5,000 Abstracts at 32 cents each. He claims to have done this binding under a contract between the State and E. H. W. Smith & Co., for the year 1878, assigned to him by said Smith & Co., Feb. 1, 1879.

By this contract Smith & Co. agreed to bind the Agricultural Report and Abstract in one volume, at 32 cents per volume. This had been the uniform practice from the formation of the Society.

Mr. Cameron has bound the Agricultural Report and Abstract separately, thus making an expense of \$1,600, which would not have been incurred if he had bound the Abstract with the Report as agreed by Smith & Co.

Your Committee find that these 5,000 Abstracts were printed and bound without authority of law; that the statute authorizing the printing and binding of them was repealed by Act of March 6, 1879, more than nine months before Mr. Cameron commenced to bind them, and more than six months before they were printed.

They also find that after repeated efforts to obtain authority from any competent source, and failure to procure it, at the solicitation of Mr. Cameron the Deputy Secretary of State, Mr. P. A. Sawyer, gave an order to the Secretary of the Board of Agriculture to furnish copy of the Abstract for printing, which he did.

Your Committee can find no authority for printing the Abstracts, and of course none for the binding.

Your Committee find that Mr. Cameron received from the State on the 31st of December, 1879, \$2,000, at which time the State did not owe him anything; since that time Mr. Cameron has done work to the amount of \$1,240.77, as per

his bill of items. Disallowing his charge of \$1,600 for binding 5,000 Abstracts, which your Committee have shown was done without authority, there is now due from Mr. Cameron to the State \$759.23.

Your Committee further find that instead of 5,000 Abstracts having been bound separately by Mr. Cameron, he did, in fact, bind 500 of them with the Report, and has received the sum of \$160 for the same, which he will receive again should his claim be allowed.

J. P. WYMAN,
GEO. PARCHER,
WM. BEAN,
A. P. VARNEY,
E. M. GOODALL.

STATE OF MAINE.

In HOUSE OF REPRESENTATIVES, }
February 23, 1881. }

Reported from the Minority of the Committee on Claims, on petition of A. J. Cameron, and ordered printed with statement of facts on motion of Mr. BRADSTREET of Bridgton.

ORAMANDAL SMITH, *Clerk.*