

MAINE STATE LEGISLATURE

The following document is provided by the
LAW AND LEGISLATIVE DIGITAL LIBRARY
at the Maine State Law and Legislative Reference Library
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied
(searchable text may contain some errors and/or omissions)

Sixty-Seventh Legislature.

SENATE.

No. 187.

STATE OF MAINE.

RESOLVE in favor of Kendall and Slade.

Resolved, That the sum of four hundred and ninety-five
2 dollars and sixty-five cents be and hereby is appropriated
3 to be paid to Kendall and Slade of Boston as the balance
4 due them for extra labor and materials furnished in enlarge-
5 ment of State House.

STATEMENT OF FACTS.

We find that Kendall and Slade performed services in the electrical equipment of State House amounting to \$2,250.55, as per the certificate of the architect for the state herewith filed. The original contract at \$1,000, was fully performed, approved by the architect, and paid in full December 1, 1890. The extra work now in question was for switches, cutouts, outlets, wires, tubes, conduits, plugs, sockets, rosettes, cords and labor ordered after full performance of original contract and not included in that contract, under the direction of the Governor and Council, that the State House addition might be used in 1891.

Other extra contracts, including speaking tubes, bells, etc. are included in the bill. The partial payments made in 1891 cover these items, and a part of remaining balance.

April 24, 1891, the commission paid \$235, being all of the appropriation left available, leaving balance to be adjusted by Governor and Council. June 2, 1891, the Governor and Council paid on account \$519.90, being all the funds then legally available, and left the balance until an appropriation could be made by Legislature of 1893.

In 1893, the claim was referred to committee on claims, and through mutual misunderstanding, no hearing was had, and for want of evidence, reported adversely, too late in session for rehearing.

We have heard the parties, the secretary of the commission, General Harris, and examined the papers. It is the first hearing of the claim before any tribunal. We are abundantly satisfied that the claim is fairly and legally due, accepting the certificate of the architect as to prices and items. We further find that hitherto no funds have been available to pay this balance, and that the delay in final adjustment has been through no fault of Kendall and Slade. We further find the delay in the first instance was caused by a misunderstanding on the part of the commission of technical

words in the contract. This was entirely removed after the hearing.

No interest was claimed and none is allowed. The State owes Kendall & Slade \$495.65, and we recommend an appropriation for that amount. We return herewith the bill, original contract, telegram ordering extra work, supplementary contract, correspondence and architect's certificate of approval.

E. B. WEEKS,
For Committee on Claims.

STATE OF MAINE.

IN SENATE, March 2, 1895.

Reported by Mr. WEEKS, from Committee on Claims, and laid on
table to be printed under joint rules.

KENDALL M. DUNBAR, *Secretary*.