

MAINE STATE LEGISLATURE

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SEVENTY-EIGHTH LEGISLATURE

HOUSE

NO. 374

House of Representatives, Feb. 22, 1917.

Printed under joint rules.

W. R. ROIX, Clerk.

Presented by Mr. Rounds of Portland.

STATE OF MAINE

IN THE YEAR OF OUR LORD ONE THOUSAND NINE
HUNDRED AND SEVENTEEN

RESOLVE, in favor of A. L. Dow & Company.

Resolved: That there be and hereby is appropriated the
2 sum of one hundred forty-eight and 47/100 (148.47) dollars
3 to be paid to Albert L. Dow and George F. Grant, both of
4 Portland, Maine, co-partners under firm name and style of
5 A. L. Dow & Co., for extra labor and material furnished
6 during the year 1905-06 by them in installing plumbing in
7 the State School for Boys at South Portland, in excess of
8 the contract price as specified and accepted.

STATEMENT OF FACTS.

In July, 1905, A. L. Dow & Co. of Portland, Maine, submitted a bid to Coombs & Gibbs of Lewiston, Maine, architects, representing the State of Maine, to install the plumbing in the main building of the State School for Boys, at South Portland, according to specifications furnished to them by said architects. Under this bid they received instructions from the said Coombs and E. P. Wentworth, the superintendent of said school, to furnish the material and do the work according to the said specifications. The contract price, upon which bid was submitted, after inspection and acceptance, has been paid in full.

During the execution of the work called for under the above contract, various undesirable conditions of the old plumbing system were exposed, and under orders of Mr. Wentworth, the superintendent, and of Mr. Hiram Ricker, one of the trustees of the institution, the above mentioned A. L. Dow & Co. performed various jobs of work, by the day, to remedy these conditions.

On Dec. 31, 1906, a cash payment of \$141.58 was made on account of A. L. Dow & Co.'s bill. Also on March 2nd, 1907, another payment of \$1.85 was made on this account. Further payment on this account was then refused on the grounds that air chamber should have been installed in the fixture supply pipes.

A. L. Dow & Co. claim that compression cocks were called for in the specifications which did not require individual air chambers, and that the compression cocks were changed to self-closing cocks by order Mr. Wentworth and Mr. Ricker, the state to pay to A. L. Dow & Co. only the difference in cost between self-closing and compression cocks.

A. L. Dow & Co. further claim that the fixtures for this work were selected by Mr. Hiram Ricker—A. L. Dow understanding that Mr. Ricker was acting for the entire board—and that a specified sum was named in the specifications as fixture cost, that the supply pipes were furnished as part of the fixtures, and that they were without air chambers, that if air chamber supplies had been furnished with fixtures, the price of the fixtures would have been increased enough to cover those air chambers.