

8/15/60

Memorandum No. 69 (1960)

Subject: Research contract on Study No. 36(L) - Condemnation

Mr. Nibley, our research consultant on Study No. 36(L) - Condemnation, requested, for the law firm of Hill, Farrer & Burrill, an additional \$6000 which would enable the firm to continue and complete the study on condemnation without incurring a substantial out-of-pocket expense on the part of the firm.

The Commission directed the Executive Secretary to determine whether the existing contract could be modified in any way to increase the amount by \$6000 and yet not be in violation of any constitutional provision.

There is some doubt as to whether the Commission can constitutionally modify a partially performed contract when no additional consideration is to be received/ by the Commission. In any case, the Department of Finance advises us that it could not approve such a modification. They suggest that additional duties be imposed on the contractor to justify additional compensation.

There are several items in the outline submitted by the consultant firm that have not been included in a research contract: (1) the right to condemn and (2) recoverable costs. We could, perhaps, construe our contracts to cover these two topics but it is suggested that a new contract be negotiated requesting the firm to submit a study on each of these topics and providing for \$6000 compensation for the two studies.

In addition to these two topics we no doubt will want our consultant to make a comprehensive review of the existing statutes relating to condemna-

tion which are found in the various codes other than the condemnation code,  
and to submit a report on its findings with proposed amendments or  
recommended repeals where necessary. You will recall that we made such  
a contract with Professor Chadbourn.

Respectfully submitted

John H. DeMouilly  
Executive Secretary