

Download Baldwin V. Bank Of Newbury

THE Bank of Newbury, a corporation, at the time of the suit and now, established in Vermont, brought an action of assumpsit in the Circuit Court of the United States for the Massachusetts district against Baldwin, upon a promissory note made by him in Massachusetts, where he resided. The following is a copy of the note. It was unindorsed: \$3500. Mr. F. A. Brooks, for Baldwin, the plaintiff in error. 1. The first point will be determined by whatever decision is given in Baldwin v. Hale, ante, p. 223, and need not be discussed. 2. The second point has been precisely adjudged in the Circuit Court of the United States for Vermont, in Bank of the United States v. Lyman. After making the note, and pursuant to laws of Massachusetts existing prior to making it, Baldwin obtained a certificate of discharge from his debts, embracing by its terms all contracts to be performed within the State of Massachusetts after the passage of said laws. The Bank of Newbury took no part in these proceedings in insolvency in Massachusetts by which Baldwin obtained his discharge. This discharge he pleaded in bar of the action on this note. THE Bank of Newbury, a corporation, at the time of the suit and now, established in Vermont, brought an action of assumpsit in the Circuit Court of the United States for the Massachusetts district against Baldwin, upon a promissory note made by him in Massachusetts, where he resided. - Baldwin V. Bank Of Newbury