

# MAINE STATE LEGISLATURE

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August 21, 1952

To Paul A. MacDonald, Deputy Secretary of State  
Re: Financial Responsibility Law

This will acknowledge receipt of your memo . . . relative to the X. accident on January 27, 1947.

Briefly, Mr. X. was involved in an automobile accident and came within the provisions of the financial responsibility law of this State. As a result, he and his wife signed a promissory note on February 15, 1947, payable to the injured party. The note was not paid, suit was brought, and judgment obtained but not satisfied. The 10th day of May, 1952, he received a discharge in bankruptcy. Section 66, paragraph VI, of Chapter 19, R.S. 1944, provides that a discharge in bankruptcy shall not relieve judgment debtor from any of the requirements of Sections 64 to 71, inclusive.

You state that it is contended by attorney for Mr. X. that in enacting this statute the legislature intended that suit should be in tort and not in contract in order for this section to apply. You ask whether or not the fact that suit was brought on the note, which was itself given as payment for the damage inflicted, will bring the case outside that provision of the law which refers to a discharge in bankruptcy.

It is the opinion of this office that suit upon the note, which was given as evidence of debt for damage inflicted, does not place the case outside the provision of law which has reference to a discharge in bankruptcy.

It cannot be that one man should be favored over another under the provisions of this law merely because he places himself in a position whereby he must be sued in contract while the other is subject to a tort action.

Though one purpose of the statute is to insure victims of negligence compensation for their loss and damage, the penalty is imposed not for the protection of the creditor merely, but to enforce a public policy that reckless and irresponsible drivers shall not with impunity be allowed to injure their fellows.

Consistent with this purpose, as expressed in numerous States, it cannot be fairly said that a person, by giving a note to cover the damages caused by his negligence, can evade the provision of the law requiring a release or judgment in favor of the injured party.

Alexander A. LaFleur  
Attorney General

jgf/c