

## LIABILITIES OF ASSURANCE COMPANY.

said reply was made by said Gleeson with the intent to deceive and mislead the said judge, and tended to deceive and mislead him, and it is therefore further adjudged, ordered, and decreed that the name of the said Wm. E. Gleeson be stricken from the roll of attorneys of this Court, and that he be disbarred from practising therein, or in any of the Courts of Baltimore City in which the judge of this Court presides.

The offence of the respondent seems to be that he deceived the judge in the course of the trial of a cause. It does not appear that the alleged deception was important or that it worked any injury to any one. The gravamen of the offence seems to be merely that of the untruthfulness of the lawyer on a certain occasion referred to. If this, without regard to results or attending circumstances, is an offence for which the name of an attorney may be stricken from the roll, Judge Gleeson may not have been the first guilty party in this regard among the legal fraternity. If this is to be adopted as the settled rule, it should be extended to the discipline among lawyers in their professional intercourse with each other. An untruthful statement to a judge on the bench would not appear in itself to be any greater offence than an untruthful statement to a brother lawyer in professional intercourse; and if the tendency of the decision quoted shall be towards including the latter class of cases, the bar will hail the decision as a step in the proper direction."

LIABILITIES OF ASSURANCE  
COMPANY WHEN LIFE POLICY  
IS ASSIGNED.

Cases have lately been decided of great importance to insurance Companies (especially those insuring life) as to their rights and liabilities when the policy has been assigned for the benefit of a creditor. It has been a matter of some doubt and perplexity as to what attitude the company should take when a person whose life has been assured with them dies in a state of insolvency, and it appears that he has, before his decease, assigned the policy to secure a debt for a sum perhaps larger than the amount assured. In such a case is the Company justified in withholding payment until a proper personal representation of the deceased has been appointed, or is the Company safe in

paying to the assignee of the policy? If in such or similar circumstances payment is withheld, is the Company liable to pay interest on the amount of the policy? It has been urged that when the policy has been assigned by the assured the assignee has the right to enforce payment and give a valid discharge to the Company. No doubt in such a case the Company could safely pay, and would be protected in the payment by the Court of Chancery,—but as a matter of strict law it is urged on the other side that the Company are entitled to require a discharge from the personal representatives of the deceased,—inasmuch as the cause of action and the right to receive the amount do not arise till the death of the assignor (the assured), and the vesting of that right of action in his personal representative cannot in law be anticipated by a previous assignment to a stranger. In *Crossley v. Glasgow Life Assurance Company* L. R. 4, Ch. D 421, it appeared that the deceased had promised to assign or deposit his policy to secure a debt due to the plaintiff, and had sent the policy to the plaintiff with the view of having the necessary documents prepared. But no writings were executed although the policy was retained by the plaintiff to secure a debt which exceeded the sum assured. No personal representative of the deceased had been appointed. The Master of the Rolls held that the Company was justified in refusing to pay without getting a proper receipt, and that they were not bound to accept an indemnity on paying the plaintiff. There was not even an equitable assignment of the policy, and the Company had the right to have it proved that there was a debt due by the deceased to the plaintiff equal to the amount of the policy. The way in which the Judge disposed of the case, however, was rather singular. He found on the