

stance which puts him (the insurer) in the character of a surety for the debtor. He has no right to call on the debtor's executors to pay the debt; and it is no concern of his whether the debtor is able to pay or utterly insolvent. . . . It is clear that the creditor has no right to call upon the debtor to make the assurance, or pay any part of the expense of it, or, if the assurance company should become insolvent, to repay him any of the premiums he has paid. The debtor, on the other hand, has no right to call on the creditor to make any assurance, or to keep it alive when made; he knows not whether it has been made or not; it is a contract between other persons, with which he has no concern or privity; and I cannot find any principle or authority for holding that he should, by anything growing out of that contract, be discharged from the payment of his just debt, which he has neither discharged nor satisfied, nor caused to be discharged or satisfied." This reasoning reminds us of the maxim in Roman law "*res inter alios acta aliis neque nocere neque prodesse potest.*"

*Henson v. Blackwell*¹⁰ was decided in 1845. The wife of the plaintiff was entitled under the will of her father to one-fifth share of a moiety of an annuity of £300, and to a fifth part of a legacy of £700. By an Indenture of Assignment made between the plaintiff and his wife of the one part, and the defendant of the other part, after reciting (*inter alia*) that the plaintiff was indebted to the defendant in the sum of £300, upon a promissory note, the plaintiff and his wife, and each of them, assigned to the defendant all that the said annuity, and all and every annual or other sum or sums of money, which they were entitled to under the will, upon trust to retain the same when received in liquidation of the sum of £300, interest and certain costs and expenses. The defendant subsequently insured the life of the wife in the Norwich Union Life Assurance Office in the sum of £200, without the privity or knowledge of the plaintiff or of his wife. On the death of the wife, the defendant received the sum of £200 from the office. The plaintiff filed a bill

¹⁰ 4 Hare 434; 67 E.R. 718.