

Case No. 7,511.
[2 Hask. 362.]¹

IN RE JORDAN ET AL.

District Court, D. Maine.

May, 1879.

INSURANCE—CREDITOR'S LIEN UPON POLICY IN MAINE.

1. A policy of life insurance is subject to a lien in favor of creditors, under section 65, c. 50, Rev. St. Me. 1871, for the excess of premium over \$150 per year paid by the debtor for two years.
2. A quarterly payment amounting to less than \$150 will not subject the policy to such lien.
[In bankruptcy. In the matter of Jordan & Blake.]

Petition by assignees of a bankrupt [Jordan] who died after bankruptcy, against his administrator, to subject, under Rev. St. Me. 1871, c. 50, § 65, a policy of insurance on his life to a lien for annual premiums in excess of \$150 per year, paid by the bankrupt within two years of bankruptcy.

That statute is as follows: "All life policies and money due thereon are exempt from attachment, and from all claims of creditors during the life of the insured, when the annual cash premium paid does not exceed one hundred and fifty dollars; but when it exceeds that sum, and the premium was paid by the debtor, his creditors have a lien on the policies for such sum over one hundred and fifty dollars per year, as the debtor has paid for two years, subject to any pledge or assignment thereof made in good faith."

Thomas H. Haskell, for assignees.

Henry W. Swasey, for administrator.

FOX, District Judge. Upon the application of the assignees in this case, praying that the administrator on the estate of said Jordan may be ordered to pay to said assignees not only the excess of the annual cash premium on the policy of insurance on the life of said Jordan over and beyond the sum of one hundred and fifty dollars for the year for which full premium was paid, but also a pro rata proportion of the quarterly payment of \$89.61 paid for premium on the first quarter of the next year, deducting one-fourth of one hundred and fifty dollars therefrom, the court is of opinion, and doth so adjudge, that said assignees are not entitled to receive any part of that premium so paid for the first quarter of the second year, as the entire sum of one hundred and fifty dollars had never been paid for premiums for said second year, and the case is not brought

within the provisions of the statute. The assignees are entitled to receive from said administrator, the excess of premiums over one hundred and fifty dollars so paid for the first year. So ordered.

¹ [Reported by Thomas Hawes Haskell, Esq., and here reprinted by permission.]