

MAINE STATE LEGISLATURE

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STATE OF MAINE

REPORT

OF THE

ATTORNEY GENERAL

for the calendar years

1945-1946

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October 3, 1946

To Alfred W. Perkins, Insurance Commissioner

Receipt is acknowledged of your memo of September 26th. The subject of your inquiry is whether the assignee of a fire insurance policy in a mutual company where the insured has given a premium note in accordance with Section 77 of Chapter 56, R. S. 1944, should be required on transfer of the policy to execute his own note in accordance with the above section.

The specimen policy which you have submitted is the statutory form of fire policy and contains on the back thereof an assignment whereby the interest of the insured in the policy, as owner of the property insured, is transferred to the assignee whose name is to be written in the blank space immediately followed by this clause: "who assumes all the obligations of the insured." In the lefthand corner appear the printed words, "Assented to:" but it is not quite clear whether that refers to the insurance company or the assignee, although it would seem that these words refer to the secretary signing on behalf of the company, as there is no line underneath these words for the assignee to sign. Without the written assent of the assignee, any assumption of the obligations of the insured that would arise would have to be implied from his acceptance of the policy.

I feel that a strict compliance with the statute would require that he execute his own note, since Section 77 above referred to provides, "The insured, before receiving his policy, shall deposit his note. . ."

The assent to the transfer to the assignee is a new contract with him. Consequently, the provision of the statute requiring the deposit of the note is applicable to him, as he would be then receiving the policy which is the contract between himself and the company.

ABRAHAM BREITBARD
Deputy Attorney General

October 8, 1946

To George J. Stobie, Commissioner of Inland Fisheries and Game
Re: Gift of Land

Your memo of September 27th received. This relates to an offer by Owen C. Mann, who desires to make a gift to the State of 400 acres of timberland. This, you say, would be desirable land as a game management area, and you refer to the Eighth Biennial Revision of the Fish and Game Laws, Chapter 33, Section 14, which authorizes the Commissioner to accept, by gift or devise for the benefit of the State, land to be used as a game management area.

It is our opinion that if you decide that this land is desirable as a game management area, you would have a right to accept the gift under the section above referred to, although I would suggest that you submit the