

true that the protection required by the statute has its limits. *Cf. Employers &c. Corp. v. Roux*, 98 N. H. 309. However, we believe viewing the law as a whole, the intent is clear that the policy which Morrill held on his own car was meant to furnish him coverage up to the minimum limits required by RSA 268:1 VII (a) while he was operating any other motor vehicle including the federal truck. It being agreed that there was no other valid and collectible insurance (*Merchants &c. Cas. Co. v. Tuttle*, 98 N. H. 349, *supra*) the plaintiff must furnish Morrill coverage for the accident up to the minimum limits required by (a) *supra. Farm Bureau Ins. Co. v. Martin*, 97 N. H. 196, 201, 202.

The second question transferred is whether the plaintiff has a right to reimbursement from Morrill. The act permits this when the insurance contract so stipulates. RSA 268:15. The policy here provides that "The Insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for" the Financial Responsibility Law. This wording is plain and no reason appears why the provision should not be enforced. *Hartford Ind. Co. v. Wolbarst*, 95 N. H. 40, 45; see *Farm Bureau Ins. Co. v. Martin*, *supra*, 199. It follows that the company is entitled to reimbursement from Morrill to the extent that it may become liable in the actions against him by the injured third parties. The order is

Remanded.

All concurred.

Original,
No. 4510.

HARRINGTON'S CASE.

Submitted June 6, 1956.

Decided June 6, 1956.

Richard F. Upton for the respondent.

KENISON, C. J. The inherent power of the judiciary to make reasonable rules for the admission and removal of members of the Bar (*Ricker's Petition*, 66 N. H. 207, 211), confirmed by long usage and statute (RSA 311:8), requires that this court should take expeditious action for the protection of the community in cases of professional misconduct. *Moore's Case*, 76 N. H. 227, 229. "As occasion arises, appropriate disciplinary measures may be taken for the protection of the public, as well as for the maintenance of public confidence in the bar as a whole." *Welanko's Case*, 99 N. H. 413, 414. The misappropriation or embezzlement of clients' funds by an attorney demonstrates such lack of common honesty as to clearly justify an attorney's disbarment. *Delano's Case*, 58 N. H. 5. "Money collected by an attorney for his client, while in the hands of the attorney, is the money of the client and not capital for the use of the attorney in his business." *Allen's Case*, 75 N. H. 301, 302. While restitution of the misappropriated funds may be taken into consideration by the Trial Court on the question of sentence, it does not preclude disbarment for the protection of the

public. *Allen's Case, supra*. The respondent's conduct is contrary to his oath of office, demonstrates his unfitness to practice as an attorney and calls for his removal from office forthwith. The tendered resignation is refused and the respondent is disbarred as an attorney in this state.

So ordered.

All concurred.

Merrimack,
No. 4509.

GORDON KAHN *v.* LOUIS C. WYMAN, *Attorney General*.

Submitted May 31, 1956.

Decided June 8, 1956.

Tiffany & Osborne for the plaintiff.

Louis C. Wyman, Attorney General, *pro se*.

Hugh H. Bownes, *amicus curiae*.