

actual period of the lapse, while, in the latter case, there would be continuing coverage. Accordingly, we find that the title to House Bill 1650 which states that the purpose of the enactment is to require reinstatement of lapsed policies under certain circumstances does not describe what the current provisions of the bill provide, namely that the grace period for premium payments shall be extended for the duration of those circumstances, thus preventing any lapse at all. We advise, therefore, that it is likely that a court would hold House Bill 1650 to violate the mandate set forth in Section 29 of Article III of the Maryland Constitution which requires that: "Every law enacted by the General Assembly shall embrace but one subject... that shall be described in its title..."

II.

In addition, we have found precedent which seriously questions the legality of any State's attempt to prevent the lapsing of insurance policies for the duration of a strike by collecting agents against the insurance companies that employ them.

In John Hancock Mutual Life Insurance Co. v. Commissioner of Insurance, 208 N.E. 2d 516 (Mass., 1965), the Supreme Judicial Court of Massachusetts considered a Massachusetts statute quite similar to the operative provisions of House Bill 1650 and held that such statute was inherently incompatible with federal labor law. In that case, the Massachusetts court pointed out that such a statute:

"while it does not regulate any substantive term of a labor-management agreement, gives the union [of collecting agents] a potent weapon which cannot fail unilaterally to restrict the desired bilateral freedom of collective bargaining, left free by Congress for the operation of economic forces." 208 N.E. 2d at 524-25 (citations omitted);

and then concluded:

"for the State to intrude into such an area designed to be kept free is as much a violation of the Federal policy as it is for a State to attempt to regulate rights or duties specifically protected by the federal acts." 208 N.E. 2d at 525.

The Massachusetts court also found that such a statute further interfered with rights specifically protected under the National Labor Relations Act, as amended; namely: the right of the worker to refrain from participating in any strike [See 29 U.S.C. §157 (1958)]; and the right of an employer to replace workers who have struck [See N.L.R.B. v Mackay Radio & Tel. Co., 304 U.S.