

New Jersey Court of Errors and Appeals.

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GOLDEN STAR FRATERNITY,

Plff in Error.

vs.

LYMAN D. MARTIN,

Def't in Error.

In Error.

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BRIEF OF THOMAS N. McCARTER, Jr., FOR DEFENDANT IN ERROR.

The defendant in this case is what is known as a benevolent association, and formed under the benevolent association act of the State of New Jersey. By its constitution and by-laws in evidence in the case, it consists of two kinds of members, social and beneficiary. Beneficiary members are those to whom a certificate of insurance for various amounts is issued by said association, providing for the payment of a specified sum upon the death of the insured, to the beneficiary therein named, who the statute requires to be a relative of the insured, and further providing for certain sick benefits in cases of protracted illness.

The evidence in this cause shows that Lizzie P. Martin

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became a beneficiary member of the defendant, in the year eighteen hundred and eighty-five; that she took out a beneficiary certificate for the sum of \$1,000, and made her mother, Charlotte S. Martin, beneficiary therein. That Charlotte S. Martin, the beneficiary, predeceased Lizzie P. Martin by several years; that Lizzie P. Martin died in March, 1894; that letters of administration were issued to the Fidelity Title and Deposit Company, as administrator of Charlotte S. Martin, and of Lizzie P. Martin; that said company in both capacities has assigned all its right, title and interest in said policy to the plaintiff in this action; that the plaintiff in this action is a brother of Lizzie P. Martin, a son of Charlotte S. Martin, and together with two other brothers, constitute the next of kin of both Charlotte S. Martin and Lizzie P. Martin; that the two other brothers have assigned all their right, title and interest in said policy to this plaintiff; that the said Lizzie P. Martin was a member in good standing of said fraternity at the time of her death, having faithfully complied with all the rules, regulations, constitution and by-laws of said society, except that she did not avail herself of the 12th section of article 6 of the constitution, which is as follows:

“Beneficiary members may, at any time when in good standing, surrender their certificate and have a new one issued, payable to such beneficiary dependent upon them as they may direct, upon the payment of a certificate fee of fifty cents.”

That the above is the only section of the by-laws or constitution in any way affecting the present controversy.

The plaintiff below sued to recover the sum of \$1,000, with interest, and the defendant claimed, because of the death of the beneficiary before the insured, and the failure to substitute another beneficiary, the policy has lapsed, but the Court below gave judgment for the full amount. Hence, this writ of error.

All the assignments of error, except the second attack in one form or another, the standing of the plaintiff to bring this action, and go to the merits of the case, and may be conveniently discussed together.

First: There is no mystic charm thrown around the rights and privileges of benevolent institutions by law. So far as they attempt to issue policies of insurance, their contracts are similar in all respects with that of an ordinary life insurance company.

The latitude allowed them as to the personnel of the beneficiary, is practically the same as that allowed ordinary life insurance companies, except that of recent years in life insurance companies, creditors are said to have an insurable interest.

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In this State, the law on this subject is well settled.

Judge Depue, speaking for the Supreme Court in the case of *Holland v. Chosen Friend*, 25 Vr., 440, speaks as follows: "Whatever may be the status of an association of this character in its social, charitable and purely benevolent features, the relations between the association and such of its members as become beneficiary members under its relief fund scheme, is essentially a contractual relation. The right of a member to participate in that fund, is a right arising from a contract, and the disbursements from that fund are not voluntary gifts donated from a charitable or benevolent motive, but payments in fulfillment of contract obligations. A contract of the association with its beneficiary members * * * in its construction and effect, does not differ essentially from an ordinary policy of insurance."

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The beneficiary certificate in the present case therefore, is a contract to pay a certain sum of money on the happening of a certain contingency, upon certain conditions. The contingency has happened. Lizzie P. Martin is dead.

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Have any of the conditions been unfulfilled upon which the policy was issued?

It is admitted that Lizzie P. Martin regularly paid the premiums up to the time of her death, and was a member in good standing, etc., at her death.

There is nowhere in the constitution and by-laws of this fraternity, nor in the policy, any requirement or provision directing a change of beneficiary by the insured, after the death of the beneficiary named in the certificate. There is only the general power above referred to, giving the in-

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sured the power to change the beneficiary at her will, by adopting a certain course. It is to be noted that the section referred to says the beneficiary *may*, at any time, etc., have a new certificate, changing the beneficiary, but it does not say that they *shall*, upon the death of the former beneficiary, so do. Nor is there anything in the section from which such a requirement can be inferred. A policy of insurance is by the law of this State, a vested gift, to the extent that the policy is afterwards kept alive for the benefit of the beneficiary.

See *Landrum v. Knowles*, 7 C. E. Gr., 594.

That was a case in which a policy of life insurance was taken by a wife on the life of her husband in favor of her children. After the payment of several premiums, she assigned this policy in payment of a debt of her husband, and thereupon the assignee paid several premiums. After the death of the husband there was a controversy between the children and the assignee for the policy, and it was held that the children were entitled only to the value of the policy at the time of its assignment, on the ground that the gift from the mother to them was executed to that extent.

The opinion in that case is by the Chief Justice and the reasoning on which it is based is that a life insurance policy is a vested gift to the beneficiary, only liable to be defeated by the act of the insured in forfeiting the policy, by failing to keep the premiums, or possibly in other ways, so that the gift is vested to the extent only that the premiums are paid upon it, and that when, as in that case, the policy was assigned for a debt, after which the premiums were paid by the assignee, the policy is a vested gift in favor of the original beneficiaries so long as the premiums were paid for their benefit, and after that, it enures to the benefit of the assignee.

This case seems to me to precisely govern the case at bar, and to hold as applied to the present case, that this was an executed gift to Charlotte S. Martin, from the benefit of which she can only be deprived in one of three ways :

FIRST: By the said Lizzie P. Martin ceasing to be a member of said fraternity.

SECOND: By her not living up to the rules and regulations thereof, which was a condition of the policy, and

THIRD: By said Lizzie P. Martin changing the beneficiary in accordance with her privilege. If on the other hand, she remained a member in good standing in said Fraternity, paid the premiums on said policy, without change of beneficiary, at her death, the contingency happened, and the Fraternity was indebted in the sum of \$1,000 to Charlotte S. Martin, or her representatives, it makes no difference which. 10

It has been distinctly held in this State as applied to these very contracts of benevolent associations that the beneficiary cannot be changed, except by the voluntary act of the insured, in accordance with the constitution and by-laws of the said Fraternity, and that in the absence of that act, the original beneficiary is still entitled to the policy. See *Amer. Legion of Honor v Smith*, 18 Stew., p. 466. Lizzie P. Martin never performed that act. She never changed the beneficiary in accordance with the constitution and by-laws of this Fraternity, as she might have done had she chosen. 20

The original beneficiary or her representatives are therefore undoubtedly entitled to the policy.

It is also to be noted that the beneficiary, Charlotte S. Martin, was one of the relatives who are permitted by the act to be made beneficiaries. When it is desired to change the beneficiary, it must be changed according to the by-laws above set out so as to make the new beneficiary one who is *dependent* upon the insured. There is no evidence in this case that the next of kin, the plaintiff and his brothers, were in any sense dependent upon the insured, nor that there was any one else dependent upon her whom it would have been possible for her to name as a new beneficiary in place of her mother. It was therefore impossible for her to avail herself of the right to change the beneficiary and by her keeping up the premiums, the vested gift to her mother remained. 30 40

See also Bliss on Life Insurance, page 502, as authority for the above maintained propositions.

See also,
Libby v. Libby, 37 Lane, 357.

Keller v. Gaylor, 40 Conn., 343.

Harlay v. Heist, 44 Amer. Reporter, 255.
Same case, 86 Ind., 196.

10 Hudson v. Merrifield, 51 Ind., 24.

Phoenix Mutual Life Ins. Co., v. Dunbam, 46
Conn., 79, and especially,

Holland v. Taylor, 19 Amer. & Eng. Corpora-
tion cases, page 11.

Same case, 111 Ind. 121.

20 By amendment to the Benevolent Association act passed
in 1886, found on page 35 of the Supplement to the Revis-
ion, a beneficiary in these associations is given full legal
power to enforce his or her claim in proceedings at law or
equity. This case was very fully argued below and a
large number of cases were cited by the counsel on the
other side, which it is presumed will be relied upon by him
in this argument. All of the cases cited by him below and
presumably here, will appear upon investigation either to
rely on some local statute or upon some peculiar form of
by-laws, neither of which exist in the present case.

30 The case of Hellenburg v. District No. 1, etc., 94 N.
Y., 580, upon which defendant greatly relied, is essentially
different in its by-laws.

40 Article 2 of those by-laws substantially states that the
money shall go first to the wife, second to the children,
then if he leaves no children to the father, or fourthly, to
the mother, and then goes on to say "no other person
shall be entitled thereto unless a brother shall have so
designated in writing to his lodge as hereinafter provided."
And later on the by-laws of the same lodge were changed
so that the insured must go to the lodge's office, and in the

presence of a brother member, subscribe the name of a beneficiary.

It will be seen at a glance that these by-laws render the case entirely different to the one at bar, where there is no requirement of any nature after the beneficiary is originally named, and more particularly in a State where these benefits are held to be policies of insurance.

In the case of *Landrum v. Knowles*, supra, the Chief Justice recognized that these questions are new in this State, and says on page 598, "the point is a nice one, and it seems to me there are no precedents, for the American cases cited can have but little weight, because they all rest to a great degree on statutory considerations," and then goes on to show that the view adopted in that case, is certainly an equitable one. 10

It is secondly contended that if the above argument is not conclusive, and if the interest of the beneficiary ended at her death, then the policy was, by implication of law, kept alive by the insured for her own benefit, and at her death became part of her estate, and passed to her representatives. 20

On this point see :

American & Eng. Enc. of Law, vol. 137, page 654.

Tompkin v. Levy, 6 Southern Rep., 646.

Lyon v. Rolfe, 42 North West Rep., 1094.

Third: If neither of the above doctrines be true, then the plaintiff is still entitled to recover upon the count in its declaration that this fraternity has had and received \$1,000 for the use of this plaintiff. 30

This plaintiff is one of three brothers, next of kin of the insured, and comes into Court with assignments executed by both of the other brothers to him of all their interest in said policy.

No one else can have any claim in said policy, unless one or the other of the above doctrines be true. The Courts of this State will not permit a corporation to receive money on account of a contract for an indefinite period of 40

time, and then throw off all responsibility therefor, because of legal technicality, if it can be avoided.

I call the particular attention of the Court to the case of *Britton v. Royal Arcanum*, 1st. Dick., 102.

In that case the insured named as a beneficiary a person not entitled to be so named by law, and then died, leaving the certificate in the possession of the beneficiary, who refused to give it up. The mother of the insured sustained her right in the policy on just these very grounds.

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See also cases therein cited.

A receipt from Lyman D. Martin for \$1,000 to this Fraternity will protect it forever against future suits thereon, and on the grounds above set forth, this judgment must be affirmed.

It is confidently submitted that there is nothing in the only remaining assignment of error, viz: the second, which assigns error because the Judge refused to direct the plaintiff below to elect upon which count of his declaration would go to trial.

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The plaintiff was entitled to allege and prove all his sources of title, and he can no more be restricted to one of them than he could if it were a case in which the title to land were involved, and he claimed title by virtue of two distinct deeds from two parties for the same premises. The objection is frivolous and the Court rightly refused to direct the plaintiff as requested.

THOS. N. McCARTER, JR.,

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Of Counsel with Defendant in Error.

New Jersey Court of Errors and Appeals.

GOLDEN STAR FRATERNITY,

Plff in Error,

vs.

LYMAN D. MARTIN,

Def't in Error.

On Contract.

PLAINTIFF'S BRIEF.

First. The contract entered into by a benefit society is executory in its nature.

Second. The contract is contained in the certificate, taken in connection with the charter or constitution and by-laws of the organization and the statutes of the State under which it is formed.

Bacon on Benefit Societies and Life Insurance,
§ 237, and § 244 on page 356.

American Legion of Honor *vs.* Smith, 18
Stewart 472.

Legion of Honor *vs.* Perry.

Hicks *vs.* Perry, 1 New England Reporter, p.
715 ; especially ps. 717.

Hellenberg *vs.* Dist. No. One, I. O. of B. B., 94
N. Y. 580.

Billow v Chorus Friends 25 Vroom 4

This last case is a very important one. It not only maintains the above proposition, but every point claimed by the plaintiff in error in this case.

Third. To the TERMS of THIS CONTRACT the member is CONCLUSIVELY PRESUMED TO HAVE ASSENTED WHEN HE BECAME A MEMBER.

Id.

Bacon on Benefit Societies, § 237.

Fourth. The contract considered.

First, as to the certificate.

The certificate (found on page 11 of the case as printed), in substance, is as follows :

1. Lizzie P. Martin is entitled to all the rights and privileges guaranteed to beneficiary members of the Fraternity by our constitution and by-laws.

2. It is issued upon the express condition that she shall comply with all the laws, &c., of the Fraternity.

3. In case she is in good standing at the time of her decease, THEN the PERSON OR PERSONS HEREINAFTER NAMED shall be entitled to the amount of one assessment not exceeding \$1,000.

4. Should she become totally disabled for life while a member in good standing, so as to prevent her following her own or any other occupation, provided, &c., then, upon proof, &c., she shall be entitled to one-half of the above amount, the remaining half to be paid upon her decease.

5. She now (that is, at this time,) directs, in case of her decease, it be paid to C. S. Martin (her mother).

Now, from this certificate, it appears that Lizzie P. Martin could receive NOTHING under this certificate EXCEPT *in one case* : that is, if she became disabled for life, she might, if she chose, receive one-half of the amount of one assessment.

This contingency never arose, and is entirely out of the case.

Again, What right did she have ?

The right she had was to name a beneficiary. That was a vested right. It depended on no contingency. But nothing could pass to an administrator from such a right as that. It ended with her death.

See *Hellenberg vs. Dist. No. 1, of I. O. B. B.*,
94 N. Y. 580.

THE CONSTITUTION.

The Golden Star Fraternity is a benevolent society. It was organized under an act of the Legislature, entitled "An Act to incorporate benevolent and charitable associations," approved March 9, 1852. Referring to its certificate of incorporation, which is to be found on the second page of the constitution of the Fraternity, introduced in evidence by the plaintiff below, it is distinctly stated therein, that it is "an association organized for benevolent and charitable purposes."

The object of the Fraternity, as expressed in § 1 of the constitution, is

"To unite for promoting industry, morality and charity all acceptable white persons of moral character, good habits, sound bodily health and respectable calling, and who believe in a Supreme Being.

§ 2. To improve the condition of its membership, morally and socially, by encouragement in business and by assistance to obtain employment when in need and to provide for and comfort the sick and distressed members of the Fraternity.

§ 3. To establish a beneficiary fund, from which, on satisfactory evidence of the death of a member of the Fraternity who has complied with all its lawful requirements, a sum not exceeding \$2,000, be paid to whom he or she may direct.

This beneficial fund is the *practical* charity of the Fraternity.

I desire to emphasize to whom this fund shall be paid upon the death of a member. It "*shall be paid to whom he or she may direct.*"

One of the objects of the society is to have the beneficiary direct to whom the fund shall be paid. It is one of the corner-stones. It is one of the things first thought of in making this contract. It has never been changed. It has stood the test.

Articles I., II., III. and IV. provide the working machinery.

§ 16 of Article IV. Provides for a Relief Committee in case of sickness.

Article V. Provides for the seal.

Article VI. Relates to membership. Members are divided into two classes, social and beneficial.

§ 11 of this article empowers a beneficial member to surrender his or her certificate and become a social member.

§ 12 is of the utmost importance in considering this case and applying the law to this contract, and is as follows:

“Beneficiary members may at any time, when in good standing, surrender their certificate and have a new one issued, payable to such beneficiary dependent upon them as they may direct, upon the payment of a certificate fee of 50 cents.”

Again, I desire to emphasize the words *dependent* upon them as they may direct.

§ 13. Provides that members who are not in arrears for assessments may change to a lower class.

§ 14. Provides that members under 56 years of age may change to a higher class.

Article VII. Divides the beneficiary fund into two classes.

§ 3 of this article provides what shall be done in case a beneficiary member becomes disabled from following his or her usual or some other occupation by reason of disease or accident. He or she shall receive one-half of one assessment provided for in the beneficiary certificate.

The remaining sections of this article refer to the manner of doing business in relation to the beneficiary fund.

Article VIII. Refers to sick benefits.

The remaining articles of the constitution refer to the manner of conducting the business.

THE STATUTES

Lizzie P. Martin was received as a member of the Fra-

ternity January 12, 1885. See date of the Certificate of Membership, page 11 of the printed case.

She died March 2d, 1894.

The Act of 1883, p. 57-58, was the act in force in relation to benevolent associations when the defendant in error became a member.

Section 2 of that act is as follows :

“ Be it enacted, That it shall be lawful for associations under this act to contract with their members to pay death benefits according to the rules or by-laws adopted by such association, and agree to pay the same to the husband, wife, father, mother, brother sister or legal representative of such member after his or her death, which contract *the beneficiary therein named* shall have full legal power to enforce in proceedings at law or equity.”

The law remained until 1886.

The supplements of 1886, found on pages 99 and 179, are immaterial to the present discussion.

The supplement of 1886, on page 221, in stating who may be come beneficiaries, added, son and daughter to the Act of 1883. No other change.

The supplement found on page 236 relates to Trades Assembly—and is immaterial.

The supplement found on page 324 relates to temperance organizations.

These are the only amendments in 1886.

The law remained unchanged until 1889, found on page 111. This supplement relates to the acquiring of property.

The Act of 1892, p. 452, relates to informal or irregular certificates.

The supplement of 1893, p. 232. § I. provides that beneficiary associations shall be exempt from provisions of insurance laws, and extend beneficiaries to families, heirs, blood relatives, affianced husband or affianced wife of, or to persons dependent upon the member.

§ 10, page 238, provides that the money or other bene-

The legislative intent from the foregoing

be, that the member should choose some one from the class named, and the association should contract with that person for the benefit of that person, and that that person designated shall have power to enforce the contract. The association has no power to contract for the benefit of the class, but to contract for the benefit of one of the class.

here, for if this action can be maintained by the administrators of Lizzie P. Martin—if this fund is assets in the hands of her administrators—then it will be swallowed up in the estate, and will go to pay the creditors, which the statute expressly declares shall not be done. This fund is sacredly preserved for charitable purposes.

The provisions of this act are not inconsistent with the previous acts of the Legislature of this State in relation to benevolent associations. It is merely an amplification of them. The provisions of § 10 in relation to the benefit not being liable to attachment, &c., &c., is but enacting into statute law what had been the decisions of the courts

The supplement of 1893, p. 232. § 1. provides that beneficiary associations shall be exempt from provisions of insurance laws, and extend beneficiaries to families, heirs, blood relatives, affianced husband or affianced wife of, or to persons dependent upon the member.

§ 10, page 238, provides that the money or other benefit, charity relief, or aid to be paid, provided or rendered by any association authorized to do business under this act, shall not be liable to attachment by trustee, garnishee or other process, and shall not be seized, taken, appropriated or applied by any legal or equitable process, or by operation of law, to pay any debt liability of a certificate holder, or of any beneficiary named in a certificate or of any person who may have a right thereunder.

Section 16 of the act makes it apply to organizations similar to the Golden Star Fraternity.

^{material} There was no amendment in 1894. We have now the complete contract before us. *h 71-475*

Now I presume it would be safe for me to stop right here, for if this action can be maintained by the administrators of Lizzie P. Martin—if this fund is assets in the hands of her administrators—then it will be swallowed up in the estate, and will go to pay the creditors, which the statute expressly declares shall not be done. This fund is sacredly preserved for charitable purposes.

The provisions of this act are not inconsistent with the previous acts of the Legislature of this State in relation to benevolent associations. It is merely an amplification of them. The provisions of § 10 in relation to the benefit not being liable to attachment, &c., &c., is but enacting into statute law what had been the decisions of the courts

of last resort in every State in the Union which have passed upon this subject.

See *Hellenberg vs. I. O. of B. B.*, 94 N. Y. 580.

Now this Fraternity agreed by its certificate and by its constitution to do a certain thing. It agreed to pay to the person *designated* in the certificate a certain sum of money. It did not agree to pay to Lizzie P. Martin one cent, except upon a certain contingency, which never arose. Even in that contingency, the administrator could have no action, because it must be paid to her in her lifetime, while she was disabled. Even the act of the Legislature of 1833, which formed a part of this contract, expressly declared who should enforce this certificate: to-wit, the person named therein.

When the statute directs the manner or method of enforcing a duty or obligation, that method must be followed, and all others excluded. "Expressio unius, exclusio alterius," is the maxim.

To repeat: The Fraternity made an agreement to pay the person named in the certificate. It made no other agreement. Its liability is confined to that. This Court will not make a new agreement for the parties.

POINT.

No person can successfully assert a right to the funds, payable on the death of a member, *unless he can show that he has been appointed the beneficiary of such member in the manner required by the contract*, and that in case where the contract requires the assent of the corporation for his designation, he will acquire no right to the fund unless such assent be given.

American Legion of Honor *v* Smith, 18 Stewart 724.

a The defendant in error seeks to appoint a new beneficiary not named in the contract and not contemplated by it. The only person the defendant contemplated was her mother. She alone was dependent upon her.

POINT.

The only right that Lizzie P. Martin had in the certificate was a power. She could surrender her certificate. She could change it from a higher to a lower or from a lower to a higher. As far as the beneficiary was concerned, she had a mere power or authority to designate the ultimate beneficiary.

This is expressly decided by all the authorities.

Brown v Sup Council Catholic Ass'n
Hellenberg *vs.* I. O. of B. B., 94 N. Y. 580

Court of Appeals and cases cited.

Bacon on Benefit Associations and Life Ins., § 236-237, page 336 and 337.

Arthur *et al v.* Odd Fellows' Ben. Ass'n, 29 Ohio St. 557.

Durian *vs.* Central Verein, 7 Daily 168.

Greeno *v* Greeno, 23, Hun. 478.

Eastman *vs.* Provident Mut. Ben. Ass'n, 20 C.

L. J. 266. Reported also in 6 Am. and Eng. Corp. Cases, 635.

A case directly in point.

In this case the Court says: "We cannot know why he did not exercise his power of directing to whom the benefit should be paid. He may have intended that his associate members should not be called upon to contribute the sum required to fulfill his contract with the

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later and aff'd
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Bacon on B
Ass'n 523

association. The only presumption is that he intended not to do what he omitted to do." This case also holds that: "The benefit is not assets. For if the administrator can collect the money it must be paid to Gigar's creditors. The charter, by-laws and certificate all say that neither party had any such understanding."

Wooley vs. N. Y. Masonic Aid, &c., 10 Fed. Rep. 227.

The facts are similar to those in the above case. Held, administrator could not recover.

*and * Guardian * Taylor 111 Dwd 121-125*
POINT.

The executor of Charlotte S. Martin could receive nothing. Nothing passed to her. She died before the beneficiary. *Bocum Bevan 5256*

black on Bevan p 272 - p 485

(a) Where a person's interest in a fund depends upon the contingency which may or may not happen, then that interest does not vest in said person until the happening of the contingency. It is needless to cite authorities.

(b) The mother, Charlotte S., had no interest in or title to the money to be paid while she was living. She could not become entitled to the endowment at all unless she survived Lizzie P. and her designation remained unrevoked.

Sabin v. Phinney 134 n 7 423

94 N. Y. 580. Above cited.

Bishop vs. Empire Order of Mutual Aid, 43 Hun. 472.

(c) She had a mere expectancy.

94 N. Y. 580. *Swift v Ben Carson* 26 Ill 3.

Masonic Mut. Benefit Society vs. Burkhart,

110 Ind. 189. (7 Western Reporter 527.)

Miller v Bowman 5 LRA- 95-96-99

(d) As the death of the appointee, under a power executed by will during the life of the testator, causes the appointment to fall, so where a member of a benefit society designates a beneficiary who dies during the lifetime of a member, the designation is revoked or lapses, and it has been held that if the designated beneficiary dies, after the designation but before the issuance of the certificate, and in the lifetime of the beneficiary, the designation fails.

Bacon on Benefit and Life Insurance. § 243.
 Order Mut. Companions vs. Greisl, 18 Pac.
 Rep. 652.

POINT.

The assignment of the interest of Henry L. Martin and Peter W. Martin was illegally received in evidence, because

First. The action was not brought upon their assignment. It is not set forth in the declaration.

Second. They had no interest in the benefit. They paid nothing for it. They were not designated as beneficiaries. *Hortani v Kqudell* 159 Mo. 224

Third. They could not have been named as beneficiaries even by Lizzie P. Martin, for they were not dependent upon her. *Burton v Royal Creamery* 102 Ill.

See § 12, of the constitution, page 22 of the printed book attached to the case.

“Beneficiary members may at any time when in good standing surrender their certificate and have a new one

issued, payable to such beneficiary *dependent* upon them as they may direct, upon a payment of a certificate fee of 50 cents."

The only attempted answer to this proposition that I have heard is that given by trial Court, in his reason, found on page 22 of the printed case, lines 11 and 12, to wit: "This distinction is unreasonable."

But it is the contract.

It is the acme of reason. This is a charitable organization, organized for the purpose of charity. The only breath of the constitution is for charity. It would not be charitable to make a wealthy person a beneficiary. So the constitution says, if you change the beneficiary you must make a *dependent*, the beneficiary.

That dependent must be of the class specified in the statute.

But I apprehend we need not trouble ourselves about any of the questions except the question of the right of Lizzie P. Martin's administrators. The judgment of the Court was that it was entitled to the fund. From that decision we have brought writ of error.

POINT.

The benefit lapsed and reverts to the society.

See *Hellenberg vs. I. O. of B. B.*, and all cases hereinbefore cited.

Bacon on Benefit Associations, § 243, p. 243; § 2242, p. 347; § 236, p. 336.

The motion for nonsuit should have been granted.

Respectfully submitted,

PHILIP W. CROSS,

Atty. for and of counsel with Plff in Error.

NEW JERSEY, *ss.*

The State of New Jersey to the Judge of
[L. s.] our Circuit Court at Newark, in and for the
County of Essex, Greeting :

Because in the record and proceedings, and also in the 10
giving of judgment in a plaint, which was in our Circuit
Court holden at Newark, in and for the said County of
Essex, between Lyman D. Martin, plaintiff, and Golden
Star Fraternity, defendant, of an action upon contract,
manifest error hath intervened to the great damage of
the said Golden Star Fraternity, as by the complaint we
are informed, we being willing that speedy justice should
be done to the parties aforesaid in this behalf, do com-
mand you distinctly and openly to send, under your seal,
the record and proceedings aforesaid, with all things 20
touching and concerning the same, to our Court of
Errors and Appeals in the last resort in all causes of law,
to be held at Trenton on the second day of October,
eighteen hundred and ninety-five, before our Judges of
our said Court, that the record and proceedings aforesaid
being inspected, we may further cause to be done there-
upon for correcting that error what of right and accord-
ing to the law of the State of New Jersey ought to be
done.

Witness, ALEXANDER T. MCGILL, our Chancellor and 30
President Judge of our said Court of Errors and Appeals,
at Trenton, this thirteenth day of September, eighteen
hundred and ninety-five.

HENRY C. KELSEY,
Clerk.

The within writ of error was presented to me and
signed in open court this fifth day of October.

FRANCIS CHILD,
Judge Circuit Court of New Jersey. 40

New Jersey Court of Errors and Appeals.

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 GOLDEN STAR FRATERNITY,

vs.

 LYMAN D. MARTIN,

In Error.
*Joinder in
Error.*

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Hereupon, afterwards to wit, on the fourth Tuesday of October, eighteen hundred and ninety-five, the said Lyman D. Martin, by McCarter, Williamson & McCarter, his attorneys, comes in court and says there is no error either in the record and proceedings aforesaid, or in giving the judgment aforesaid, and he prays here that the Court may proceed to examine as well the record and proceedings aforesaid as the matters aforesaid assigned for error, and that the judgment aforesaid, in manner aforesaid given, may in all things be affirmed.

McCARTER, WILLIAMSON & McCARTER

Attorneys for and of Counsel with Defendant in Error.

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SUMMONS.

ESSEX COUNTY, ss. The State of New Jersey, to the Sheriff of the County of Essex,
Greeting:

We command you to summon Golden Star Fraternity to be and appear before the Circuit Court to be held at
40 Newark in and for the County of Essex on the eighteenth

day of September instant, to answer unto Lyman D. Martin in an action upon contract wherein the plaintiff demands the sum of two thousand dollars, and have you then and there this writ.

Witness, DAVID A. DEPUE, Esquire, Judge of our said Court at Newark, aforesaid, the eighth day of September, A. D. one thousand eight hundred and ninety-four.

JAS. T. WRIGHTSON,

Clerk.

McCARTER, WILLIAMSON & McCARTER,
Attorneys.

10

DECLARATION.

Essex Circuit Court.

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OF THE DAY OF SEPTEMBER, EIGHTEEN HUNDRED AND NINETY-FOUR.

ESSEX COUNTY, ss.

Golden Star Fraternity, the defendant in this suit, is herewith summoned to answer unto Lyman D. Martin, the plaintiff therein, in an action upon contract, and thereupon the said plaintiff, by McCarter, Williamson & McCarter, his attorneys, complains for that whereas heretofore, to-wit, on the twenty-seventh day of April, eighteen hundred and eighty-five, one Lizzie P. Martin became a beneficiary member of Excelsior Council, No. 3, of defendant, in consideration of which, and the faithful compliance by the said Lizzie P. Martin with all the laws, rules, regulations and requirements of said Fraternity, to-wit, the said defendant, including the payment of all assessments made by said Fraternity, to-wit, the said defendant, upon the said Lizzie P. Martin in accordance

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with the laws of said defendant, the said defendant caused to be executed under its corporate seal, and delivered to the said Lizzie P. Martin, a certain writing or beneficiary certificate, whereby it was certified that the said Lizzie P. Martin had become and was entitled to all the rights and privileges guaranteed to beneficiary members of the said Fraternity, to-wit, the said defendant, by its constitution and laws, and wherein and whereby it was set forth that the said beneficiary certificate was

10 issued upon the express condition that the said Lizzie P. Martin, while a member of said Fraternity, to-wit, the defendant, should faithfully comply with all the laws, rules, regulations and requirements of said Fraternity, to-wit, the defendant, otherwise it, the said writing or beneficiary certificate to be of no effect, and that in case she, the said Lizzie P. Martin, should be in good standing at the time of her decease, then the person therein named, to-wit, one Charlotte S. Martin, should be entitled to the amount of one assessment, not exceeding the

20 amount of one thousand dollars, or should she, the said Lizzie P. Martin, become totally disabled for life while a member in good standing of the Fraternity, to-wit, the defendant, so as to prevent her following her own or any other avocation, provided such disability did not arise from any immoral conduct on her part, then upon satisfactory proof of such total disability, she, the said Lizzie P. Martin, should be entitled to one-half the above mentioned sum, the remaining one-half to be paid at her decease to the said Charlotte S. Martin, the mother of

30 said Lizzie P. Martin, as by the said writing or beneficiary certificate, a copy of which is hereto annexed and made a part hereto, more clearly appears. Of all of which premises, said defendant had notice and caused said writing or beneficiary certificate to be executed by its head officer, to-wit, its Supreme Moderator, under its corporate seal.

And the plaintiff says in fact that from the date last aforesaid to the date of her death, to-wit, on the second day of March, eighteen hundred and ninety-four, the

40 said Lizzie P. Martin was a member of said Fraternity,

to-wit, the defendant, and faithfully complied with all the laws, rules, regulations and requirements thereof.

And the said plaintiff says in fact that the said Lizzie P. Martin was a beneficial member in good standing of the said Fraternity, to-wit, the said defendant, at the time of her decease, to-wit, on the second day of March, eighteen hundred and ninety-four. And the said plaintiff says in fact that the said Lizzie P. Martin never, while a member of said Fraternity, to-wit, the said defendant, became totally disabled nor received any pecuniary benefit from said defendant, arising from any supposed total disability. 10

And that said plaintiff says in fact that the said Lizzie P. Martin departed this life on the second day of March, eighteen hundred and ninety-four aforesaid.

All of which several premises the said defendant afterwards, to wit, on the second day of March, eighteen hundred and ninety-four, at Newark aforesaid, had notice in the manner and form provided by the said writing or beneficiary certificate. 20

And the said plaintiff says that in fact the said Charlotte S. Martin, the beneficiary named in said beneficiary certificate, has departed this life, to wit, on the fifteenth day of March, eighteen hundred and eighty-eight. And the said plaintiff says thereupon, to wit, on the second day of March, eighteen hundred and ninety-four, the said defendant became indebted to the personal representatives of the said Charlotte S. Martin in the sum of one thousand dollars, the amount of one assessment upon the members of the defendant. 30

And the said plaintiff saith that letters of administration upon the estate of the said Charlotte S. Martin were granted by the Surrogate of Essex County aforesaid to Fidelity Title and Deposit Company, a corporation of the State of New Jersey, on the twentieth day of June, eighteen hundred and ninety-four.

And the said plaintiff says that by a certain indenture then and there made, to wit, on the twenty-first day of August, eighteen hundred and ninety-four, between the said plaintiff of the one part, and the said Fidelity Title 40

and Deposit Company, administrator of the said Charlotte S. Martin, deceased, of the other part (which said indenture sealed with the seal of said Fidelity Title and Deposit Company, the said plaintiff now brings here into Court, the date whereof is a certain day and year therein mentioned, to wit, the day and year aforesaid, and a copy of which said indenture is hereto annexed and made a part hereof), the said Fidelity Title and Deposit Company, administrator as aforesaid, did bargain, sell, assign, transfer and set over unto the plaintiff herein, all its right, title and interest as administrator of said Charlotte S. Martin in and to a certain policy issued by the defendant upon the life of the said Lizzie P. Martin, deceased, to wit, the certain writing or beneficiary certificate herein mentioned.

Whereupon and whereby the said plaintiff became and was, and still is, possessed of all the right, title and interest of the said Charlotte S. Martin in and to said writing or beneficiary certificate. And the said plaintiff says that he is a brother of said Lizzie P. Martin.

Of all of which several premises the said defendant had notice, and was then and there requested by the said plaintiff to pay him the amount of one assessment as aforesaid, to wit, the sum of one thousand dollars, as agreed upon in said writing or beneficiary certificate, which said sum, it, the said defendant, then and there ought to have paid to said plaintiff, according to the form and effect of its said promise and undertaking so made as aforesaid.

And for that whereas also, heretofore, to wit, on the twenty-seventh day of April, eighteen hundred and ninety-five, one Lizzie P. Martin became a beneficiary member of Excelsior Council, No. 3, of defendant, in consideration of which, and the faithful compliance by the said Lizzie P. Martin with all the laws, rules, regulations and requirements of said Fraternity, to wit, the said defendant, including the payment of all assessments made by said Fraternity, to wit, the said defendant, upon the said Lizzie P. Martin, in accordance with the laws of said defendant, the said defendant caused to be executed

under its corporate seal and delivered to the said Lizzie P. Martin, a certain writing or beneficiary certificate, whereby it was certified that the said Lizzie P. Martin had become and was entitled to all the rights and privileges guaranteed to beneficiary members of the said Fraternity, to wit, the said defendant, by its constitution and laws, and wherein and whereby it was set forth that the said beneficiary certificate was issued upon the express condition that the said Lizzie P. Martin, while a member of said Fraternity, to-wit, the defendant, should faithfully 10 comply with all the laws, rules, regulations and requirements of said Fraternity, to wit, the defendant, otherwise it, the said writing or beneficiary certificate to be of no effect, and that in case she, the said Lizzie P. Martin, should be in good standing at the time of her decease, then the person therein named, to wit, one Charlotte S. Martin, should be entitled to the amount of one assessment not exceeding the amount of one thousand dollars, or should she, the said Lizzie P. Martin, become totally disabled for life, while a member in good standing of the 20 Fraternity, to wit, the defendant, so as to prevent her following her own or any other avocation, provided such disability did not arise from any immoral conduct on her part, then upon satisfactory proof of such total disability, she, the said Lizzie P. Martin, should be entitled to one-half the above mentioned sum, the remaining one-half to be paid at her decease to the said Charlotte S. Martin, the mother of said Lizzie P. Martin, as by the said writing or beneficiary certificate, a copy of which is hereto annexed, and made a part hereto, more clearly appears. Of all of 30 which premises said defendant had notice, and caused said writing or beneficiary certificate to be executed by its head officer, to wit, its Supreme Moderator, under its corporate seal.

And the plaintiff says in fact that from the date last aforesaid to the date of her death, to wit, on the second day of March, eighteen hundred and ninety-four, the said Lizzie P. Martin was a member of said Fraternity, to wit, the defendant, and faithfully complied with all the laws, rules, regulations and requirements thereof.

And the said plaintiff says in fact that the said Lizzie P. Martin was a beneficial member in good standing of the said Fraternity, to-wit, the said defendant, at the time of her decease, to-wit, on the second day of March, eighteen hundred and ninety-four. And the said plaintiff says in fact that the said Lizzie P. Martin never, while a member of said Fraternity, to-wit, the said defendant, became totally disabled nor received any pecuniary benefit from said defendant arising from any supposed total disability.

And the said plaintiff says in fact that the said Lizzie P. Martin departed this life on the second day of March, eighteen hundred and ninety-four, aforesaid.

All of which several premises the said defendant afterwards, to-wit, on the second day of March, eighteen hundred and ninety-four, at Newark aforesaid, had notice in the manner and form provided by the said writing or beneficiary certificate.

And the said plaintiff says that in fact the said Charlotte S. Martin, the beneficiary named in said beneficiary certificate, has departed this life, to-wit, on the fifteenth day of March, eighteen hundred and eighty-eight, and a long time previous to the death of said Lizzie P. Martin, which occurred on the second day of March, eighteen hundred and ninety-four, by means whereof all right, title and interest of the said Charlotte S. Martin in and to said writing or beneficiary certificate had for a long time previous thereto, to-wit, on the fifteenth day of March, eighteen hundred and eighty-eight, ceased and terminated, and the beneficial interest in said writing or beneficiary certificate on the day and year last aforesaid reverted to the said Lizzie P. Martin, who thereupon became entitled to all the rights and privileges of said writing or beneficiary certificate, and the said plaintiff saith that the said Lizzie P. Martin departed this life on the second day of March, eighteen hundred and ninety-four, and that thereupon, to-wit, on the day and year last aforesaid, the said defendant became entitled to the personal representatives of the said Lizzie P. Martin in

the sum of one thousand dollars, the amount of one assessment upon the members of said defendant.

And the said plaintiff saith that letters of administration upon the estate of the said Lizzie P. Martin were granted by the Surrogate of Essex County aforesaid to Fidelity Title and Deposit Company, a corporation of the State of New Jersey, on the twentieth day of June, eighteen hundred and ninety-four.

And the said plaintiff says that by a certain indenture then and there made, to wit, on the twenty-first day of 10 August, eighteen hundred and ninety-four, between the said plaintiff of the one part, and the said Fidelity Title and Deposit Company, administrator of the said Lizzie P. Martin, deceased of the other part (which said indenture sealed with the seal of said Fidelity Title and Deposit Company, the said plaintiff now brings here into Court, the date whereof is a certain day and year therein mentioned, to wit, the day and year aforesaid, and a copy of which said indenture is hereto annexed and made a part hereof), the said Fidelity Title and Deposit Company, 20 administrator as aforesaid, did bargain, sell, assign, transfer and set over unto the plaintiff herein all its right, title and interest as administrator of said Lizzie P. Martin in and to a certain policy issued by the defendant upon the life of the said Lizzie P. Martin, deceased, to wit, the certain writing or beneficiary certificate herein mentioned.

Whereupon and whereby the said plaintiff became and was, and still is, possessed of all the right, title and interest of the said Lizzie P. Martin in and to said writing or beneficiary certificate. And the said plaintiff says that he is a brother of said Lizzie P. Martin.

Of all of which said several premises the said defendant had notice, and was then and there requested by the said plaintiff to pay him the amount of one assessment as aforesaid, to wit, the sum of one thousand dollars, as agreed upon in said writing or beneficiary certificate, which said sum it, the said defendant, then and there ought to have paid to said plaintiff, according to the form

and effect of its said promise and undertaking so made as aforesaid.

And for that whereas, also, the said defendant, afterwards, to wit, on or about the twenty-first of August, eighteen hundred and ninety-four last aforesaid, at Newark aforesaid, was indebted to the said plaintiff in the sum of one thousand dollars of like money, for so much money by the said defendant had and received by it to and for the use of the plaintiff, and being so indebted, 10 it, the said defendant, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at Newark aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him the said last mentioned sum of money when the said defendant should be thereunto afterwards requested.

Nevertheless, the said defendant, not regarding its said several promises, and undertakings, but contriving and fraudulently intending, craftily and subtly to deceive and defraud the said plaintiff in this behalf, has not 20 as yet paid the said several sums of money, or any or either of them, or any part thereof, to the said plaintiff, although often requested so to do; but the said defendant to pay him the same has hitherto wholly neglected and refused, and still does neglect and refuse, to the damage of the said plaintiff in the sum of two thousand dollars, and therefore he brings his suit, etc.

And the said plaintiff brings into court here the letters of administration of Fidelity Title and Deposit Company, administrator of Charlotte S. Martin, deceased, granted 30 by the Surrogate of Essex County, which give sufficient evidence to the Court here of the granting of administration to the said plaintiff aforesaid, the date whereof is a certain day and year therein mentioned, to wit, the day and year in that behalf mentioned, etc.

And the said plaintiff brings into court here the letters of administration of Fidelity Title and Deposit Company, administrator of Lizzie P. Martin, deceased, granted by the Surrogate of Essex County, which give sufficient 40 evidence to the Court here of the granting of administration to the said plaintiff aforesaid, the date whereof is a

certain day and year therein mentioned, to wit, the day and year in that behalf mentioned, etc.

McCARTER, WILLIAMSON & McCARTER,
Attorneys of Plaintiff.

THE GOLDEN STAR FRATERNITY.

PRUDENS FUTURI.

BENEFICIARY CERTIFICATE.

THIS CERTIFICATE, issued by authority of the Supreme Council of the Golden Star Fraternity, 10
Witnesseth :

That Lizzie P. Martin, a member of Excelsior Council, No. 3, of Newark, N. J., is entitled to all the rights and privileges guaranteed to beneficiary members of the Fraternity by our constitution and laws, and issued upon the express condition that she shall, while a member of said Fraternity, faithfully comply with all the laws, rules, regulations and requirements of said Fraternity, otherwise it shall be of no effect, and in case she is in good standing at the time of her decease, then the person or persons hereinafter named shall be entitled to the amount of one assessment, not exceeding the sum of one thousand dollars, or should she become totally disabled for life while a member of the Fraternity in good standing, so as to prevent her following her own or any other avocation, provided such disability did not arise from any immoral conduct on her part, then upon satisfactory proof of such total disability, she shall be entitled to one-half of the above mentioned amount, the remaining one-half to be paid at the time of her decease, and she now directs that in case of her decease, it be paid to C. S. Martin (her mother). 20 02 30 02

No. 582. IN WITNESS WHEREOF, We have caused this to be signed by our Supreme Moderator and Supreme Secretary, and the seal of this Supreme Council attached, this 12th day of January, 1885. 30 02

[L.s.]

J. B. FAITOUTE,
Supreme Secretary.

I. A. LOOKER,
Supreme Moderator.

40 02

Countersigned and the seal of Excelsior Council, No. 3,
attached this 27th day of Apr., 1885. [L. s.]

J. W. HOFFMAN,
Secretary.

F. G. HARD,
Moderator.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS, That the Fidelity
10 Title and Deposit Company, administrator of Lizzie P.
Martin, deceased, party of the first part, for and in con-
sideration of the sum of one dollar, and other valuable
consideration, to it in hand paid by Lyman D. Martin,
party of the second part, the receipt of which is hereby
acknowledged, has bargained, sold, assigned, transferred
and set over, and by these presents does bargain, sell, as-
sign, transfer and set over unto the said Lyman D. Mar-
tin, party of the second part, all its right, title and interest
in and to a certain policy issued by the Golden Star Fra-
20 ternity upon the life of Lizzie P. Martin, said policy be-
ing numbered 582 of said Golden Star Fraternity, and all
benefit of whatever nature arising and to arise therefrom,
with full authority to the said party of the second part to
commence suit on said policy in his own name.

IN WITNESS WHEREOF, The said Fidelity Title and De-
posit Company, administrator of Lizzie P. Martin, de-
ceased, has caused these presents to be signed by its Trust
Officer, the twenty first day of August, eighteen hundred
and ninety-four, and its corporate seal to be affixed there-
30 unto.

FIDELITY TITLE AND DEPOSIT CO.

By U. H. McCARTER,
Trust Officer.

[L. s.]

In the presence of
THOS. N. McCARTER, JR.

ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS, That Fidelity
40 Title and Deposit Company, administrator of Charlotte

S. Martin, deceased, party of the first part, for and in consideration of the sum of one dollar, and other valuable consideration to it in hand paid by Lyman D. Martin, party of the second part, the receipt of which is hereby acknowledged, has bargained, sold, assigned, transferred and set over, and by these presents does bargain, sell, assign, transfer and set over unto the said Lyman D. Martin, party of the second part, all its right, title and interest in and to a certain policy issued by the Golden Star Fraternity upon the life of Lizzie P. Martin, said policy being numbered 582 of said Golden Star Fraternity, and all benefit of whatever nature arising and to arise therefrom, with full authority to the said party of the second part to commence suit on said policy in his own name. 10

IN WITNESS WHEREOF, the said Fidelity Title and Deposit Company, administrator of Charlotte S. Martin, deceased, has caused these presents to be signed by its Trust Officer, the twenty-first day of August, eighteen hundred and ninety-four, and its corporate seal to be affixed thereunto. 20

FIDELITY TITLE AND DEPOSIT CO.

By U. H. McCARTER,

[L. s.]

Trust Officer.

In the presence of

THOS. N. McCARTER, JR.

Essex Circuit Court,

10	GOLDEN STAR FRATERNITY <i>ads.</i> LYMAN D. MARTIN.	}	<i>On Contract.</i> <i>Plea.</i>
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20 And the said defendant, by Philip W. Cross, its attorney, comes and defends the wrong and injury, when, etc., and says it did not undertake or promise in manner and form as the said plaintiff has above complained against it, and of this it put itself upon the country.

PHILIP W. CROSS,
Defts. Atty.

STATE OF NEW JERSEY, *ss.*

30 I, James T. Wrightson, Clerk of the Circuit Court of Essex County, in the State of New Jersey, do hereby certify and return to the Court of Errors and Appeals in the last resort in all causes in the State, the record and proceedings, together with all things touching and concerning the same as by the within writ to me directed I am commanded.

Witness my hand and the seal of said Court the 14th day of October, A. D. 1895.

J. T. WRIGHTSON,
Clerk.

TESTIMONY.

Essex Circuit Court.

10

THURSDAY, April 25, 1895.

LYMAN D. MARTIN, <i>vs.</i> THE GOLDEN STAR FRATER- NITY.	}	<i>Before Hon. Francis Child, J. Without a Jury.</i>
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For plaintiff appear McCARTER, WILLIAMSON & McCARTER.

For defendant appears PHILIP W. CROSS.

Thomas N. McCarter, Jr. opens for plaintiff.

MR. CROSS: Upon the opening of the plaintiff and upon the declaration in this cause, I would respectfully request that the Court direct the plaintiff to elect on which count of the declaration he will go to trial, whether he will proceed upon the assignment of the administrator, Lizzie P. Martin, or whether he will proceed upon the assignment of Charlotte S. Martin, there being, in the opinion of the defendant, two contrary and distinct assignments, both of which cannot be good at the same time. 30

THE COURT: This request is made prior to any evidence in the case being given, and the Court declines to so direct the plaintiff. 40

MR. CROSS : The defendant prays an exception to the ruling of the Court, and prays that the Judge may put his hand and seal on the bill of exception.

THE COURT : I will do the ordinary thing. If you are entitled to your exception you will get it, otherwise you will not get it.

10 LYMAN D. MARTIN, plaintiff, sworn in his own behalf.

Direct examination by Mr. McCarter, Jr.

Q. Mr. Martin, are you the plaintiff in this action?

A. Yes sir.

Q. What relation were you to Lizzie P. Martin?

A. Brother.

Q. And what relation were you to Charlotte S.
20 Martin?

A. A son to her.

Q. What other brothers and sisters have you?

A. Two.

Q. Who are they?

A. Peter Martin and Harry Martin.

Q. They are all that are living?

A. Yes.

Q. And all that were living at the time of the death
of Charlotte S. Martin.

30 A. Yes sir.

Q. And at the time of the death of Lizzie P. Martin?

A. Yes.

Q. When did Charlotte S. Martin die?

A. 1888, March 15th.

Q. And when did Lizzie P. Martin die?

A. March 2, 1894.

Q. Was she a member of the Golden Star Fraternity?

A. Yes sir; to the best of my belief.

Q. (By the Court) Lizzie P.?

40 A. Lizzie P., yes sir.

Q. (By Mr. McCarter) Do you know of your own knowledge whether or not she was the holder of a beneficiary certificate in the Golden Star Fraternity?

A. Yes sir.

Q. (Hands witness a paper.) Is that it, do you know?

A. Yes sir; I think it is; I've only seen it once.

Plaintiff's counsel offers the certificate referred to in evidence and the same is marked "P. 1, Apl. 25, '94." 10

Q. Mr. Martin, have you ever been paid anything on account of that policy?

A. No sir.

Q. Have your brothers executed a paper assigning any claim that they may have in this to you?

A. Yes sir.

Q. (Hands witness a paper.) Is that the paper?

A. Those are their signatures; yes sir. 20

MR. CROSS: I object to the introduction of the assignment on the ground that this assignment is not set forth in the declaration; also upon the ground that they had no interest in this policy which was assignable, it having been shown already in evidence that Charlotte S. Martin predeceased Lizzie P. Martin, and in the absence of the naming of another beneficiary the interest in the policy lapses to the Fraternity; also on the ground that this assignment is contrary to the other two assignments in this case, set forth in the declaration; the three assignments cannot exist at the same time. 30

THE COURT: There is only one assignment in the case so far; that is that assignment; that is the only one before the Court. The question is as to the admissibility of this paper in evidence, not as to the effect of it. I shall admit the paper in evidence. 40

Defendant's counsel prays an exception to this ruling of the Court.

Exception allowed; let it be sealed.

The paper referred to is marked "P 2, Apl. 25, 1894."

10

Plaintiff's counsel offers in evidence the letters of administration appointing the Fidelity Title and Deposit Company administrator of the estates of Charlotte S. Martin and Lizzie P. Martin.

20

MR. CROSS: I object to the admission in evidence of the letters of administration upon the estate of Charlotte S. Martin, on the ground that it is illegal and immaterial, and that an administrator of Charlotte S. Martin could not receive anything by reason of any interest in this beneficiary fund, because Charlotte S. Martin predeceased Lizzie P. Martin, and her interest entirely ceased upon her death, and they were not assets in the hands of the administrator, and the administrator could take nothing out of this fund for the reason above stated, and whatever interest could have been taken, under any circumstances, appears to have been already assigned, and for this reason, also, the administrator could take nothing.

30

THE COURT: It was sufficient answer to the declaration to state that the count was for money had and received.

MR. CROSS: There is no proof.

THE COURT: There is no proof of anything yet. It is the preliminary proof; that is all. The letters of administration will be received in evidence.

40

Defendant's counsel prays an exception to this ruling of the Court.

Exception allowed; let it be sealed.

Plaintiff's counsel also offers in evidence the letters of administration on the estate of Lizzie P. Martin.

MR. CROSS: The admission of these letters of administration in evidence is objected to on the ground that letters of administration have already been introduced in evidence of Charlotte S. Martin, and if the plaintiff took anything through the administration of Charlotte S. Martin he could not possibly take anything under the estate of Lizzie P. Martin. 10

THE COURT: Why not?

MR. CROSS: Well, for this reason: If this money vested in Charlotte S. Martin, certainly nothing could remain to Lizzie P. Martin, and if that be true there is nothing to go to Lizzie P. Martin, because it has already gone to Charlotte S. Martin. And I want to make another objection, that Lizzie P. Martin, or the administrator, I should say, of Lizzie P. Martin, could not receive anything, because this beneficiary fund is not assets in the hands of the administrator. All the right and interest that Lizzie P. Martin had in this beneficiary fund was the mere appointment of a beneficiary; she had no other interest in it, and consequently an administrator could take nothing. 20

THE COURT: The objection is as to the legal effect of these instruments. The legal effect to be subsequently placed on an instrument does not affect the question of its admissibility in evidence. Of course it is admissible. I shall admit these letters of administration. 30

Defendant's counsel prays an exception to this ruling of the Court.

Exception allowed; let it be sealed.

Essex Circuit Court.

FRIDAY, April 26, 1895.

10

LYMAN D. MARTIN

vs.

GOLDEN STAR FRATERNITY.

SECOND DAY.

20

MR. McCARTER: I now offer in evidence an assignment of its interest in this policy made by the Fidelity Title and Deposit Co., administrator of Charlotte S. Martin, deceased, to the plaintiff in this action, Lyman D. Martin.

Objected to.

Objection overruled.

Defendant's counsel prays an exception to the ruling of the Court.

30

Exception allowed ; let it be sealed.

The paper referred to is marked "P 4, April 26, '95."

MR. CROSS: It is objected to on the ground that it is illegal and immaterial, and also upon the grounds stated in the objection to the offer of the letters of administration.

40

THE COURT: If it isn't properly admitted in evidence, any objection is good ; you need not state the grounds.

MR. McCARTER. I now offer the assignment of the Fidelity Company, as administrator of Lizzie P. Martin, of all its right, title and interest, to the plaintiff in this action.

Objected to on the same ground and upon the grounds particularly stated in reference to the offer of the letters of administration; and upon the further ground that it is directly contrary to the assignment from Charlotte S. Martin, and is therefore contradictory. 10

THE COURT. I understood that the Fidelity Company by these letters intended to assign to the plaintiff whatever interest Charlotte S. Martin had in the policy, and that the intention of the assignment of the administrator of Lizzie P. is to assign whatever interest Lizzie P. had in the policy which is in evidence.

Defendant's counsel prays an exception to this ruling of the Court. 20

Exception allowed; let it be sealed.

MR. McCARTER. I now offer in evidence a duly authenticated copy of the resolution of the Board of Directors of the Fidelity Title & Deposit Company, showing that this paper was executed in due form and that the officer who executed it has power to execute such assignments. These assignments are executed by the Trust Officer, with the seal of the company, and I have here a resolution of the company showing that he has authority to make executions of such a nature. 30

Objected to.

Objection overruled.

Defendant's counsel prays an exception to this ruling of the Court.

Exception allowed; let it be sealed. 40

LYMAN D. MARTIN, plaintiff, recalled in his own behalf.

Further direct examination by Mr. McCarter.

Q. Can you state when your sister became a member of the Golden Star Fraternity?

A. I couldn't say that, Mr. McCarter; the policy, I presume, will show that.

10 MR. CROSS. It is admitted that it was in 1885; the application was signed, I think, in January.

MR. McCARTER. The date of the application was January 12, 1885.

MR. CROSS: There will not be any dispute about that.

Q. Since the death of your sister, Lizzie P. Martin, have you, or has anybody in your interest, brought to the
20 knowledge of this Fraternity the death of your sister, with a request for the payment of this policy?

A. Yes sir; Mr. Colton, I believe, my uncle, presented the certificate of death to whoever it was who was secretary. I don't remember who that was.

Q. Have you ever been paid anything on account of this policy?

A. No sir.

30 MR. McCARTER: I will make a short statement of the facts which Mr. Cross and I will agree as admitted: That Lizzie P. Martin continued to be from the time of her entrance as a member of said Fraternity up to the time of her death a member in good standing; that throughout such time she faithfully complied with all the laws, rules, regulations and requirements of said Fraternity.

40 MR. CROSS: No. She did not change her beneficiary, that's all—or did not appoint a new beneficiary.

MR. McCARTER: Except that she never availed herself of the provisions of article 6, section 12, of the constitution of said Fraternity.

MR. CROSS: That is what I mean; that is all right.

MR. McCARTER: It is further admitted that the amount of one assessment upon the life of Lizzie P. Martin, if any liability there be at all, is the sum of \$1,000, and that nothing on account thereof has ever been paid on this policy. 10

THE COURT: Have you gone far enough? There is an endowment rank in this Fraternity.

MR. CROSS: What is called a sick benefit.

MR. McCARTER: She never availed herself of that. It is further admitted that said Lizzie P. Martin was a beneficiary member of said Fraternity and that she never availed herself while such member of any sick benefits as allowed by said Fraternity. I have here what purports to be a copy of the constitution and by-laws under date of March 7, '93. 20

MR. CROSS: That's the same as when Lizzie P. Martin became a member of the Fraternity.

Plaintiff's counsel offers in evidence the constitution and by-laws of the Fraternity.

Cross-examination by Mr. Cross. 30

Q. I understood you to say that you were the son of Charlotte S. Martin, deceased.

A. Yes sir.

Q. What was your father's name?

A. Peter W. Martin.

Q. What?

A. Peter W. Martin, Junior.

Q. Living?

A. Dead. 40

Q. Was he the only husband your mother had?

A. Yes sir.

Q. Give us the name of her children.

A. Lyman D., Harry and Peter.

Q. I mean all of them.

A. Well, there was Lizzie P. Martin, Harry Martin, Peter Martin and Lyman D. Martin.

Q. Well, what other children.

A. That is all sir.

10 Q. Never had any other children?

A. Not to my knowledge; no sir.

Plaintiff Rests.

MR. CROSS. Now, if your Honor please, this assignment, bearing date the 27th day of August, 1894, was received by the Court upon the ground that the declaration states that it was for money had and received. There is no proof of any money having been received by this defendant for the use of Lizzie P. Martin or any one else. I move now that this paper be not received in evidence under the proof.

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THE COURT. I shall retain the paper in evidence; it is proper. There is evidence of money had and received; evidence that assessments and dues were paid; that is money had and received. And this case may turn on that very point, whether or not this association could receive money for five or six years, knowing that no benefit could possibly result either to the insured or to anybody else, and yet not be compelled to account for it. That is one of the points in the case.

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MR. CROSS. I might say here upon that point, as was remarked by your Honor in the argument had heretofore in this case, that Lizzie P. Martin, the insured, had a right to name a new beneficiary up to the very moment of her

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death, and it was the duty of the defendant to receive the money while the policy continued.

THE COURT. I shall retain the paper in evidence. This case might as well be argued on its merits. Of course it turns entirely on the construction of this certificate of insurance.

MR. CROSS: To get myself right before the Court, I move that the plaintiff be nonsuited, upon the ground that he has not made out a cause of action against the defendant. 10

Motion denied.

Defendant's counsel prays an exception to this ruling of the Court.

Exception allowed; let it be sealed.

MR. CROSS: I can hereafter insert the ground of my motion for a nonsuit.

THE COURT: Yes; but if you wish to you can do it now. 20

MR. CROSS: The grounds upon which a motion for a nonsuit is based are:

1. That Lizzie P. Martin's interest in the policy ceased at the time of her death, and that the only interest in the policy or certificate of insurance, which is perhaps the better term, that Lizzie P. Martin ever had was the power of appointing a beneficiary, and therefore the administrator of Lizzie P. Martin could take nothing, because this mere power of appointment was not assets in the hands of the administrator. 30

2. That Charlotte S. Martin had no vested interest in this certificate of insurance; that she had merely a contingent interest, liable to be defeated upon the insured naming a new beneficiary before her death, and also liable to be defeated the moment when the beneficiary died. Charlotte S. Martin died in the lifetime of 40

Lizzie P. Martin, the insured, and the administrator of Charlotte S. Martin could take nothing by reason of this certificate of insurance, this beneficiary certificate of insurance.

3. That the beneficiary named in the certificate, having died in the lifetime of the insured, and the insured having designated no other beneficiary, the certificate lapsed to the Fraternity.

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THE COURT: Then your idea is that from the time of the death of Charlotte S. Martin down to the time of the death of Lizzie P. Martin there was no contract of insurance subsisting between these parties?

MR. CROSS: No sir; it is not my idea.

THE COURT: What was the contract then that was subsisting between them?

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MR. CROSS: The contract was as stated in this certificate and in the constitution and by-laws, that this Fraternity would pay to the person designated in the certificate the amount of one assessment.

THE COURT: I understand that.

MR. CROSS: And if there was no person indicated in the certificate there was no one to take the money.

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THE COURT: Then from the time of the death of the beneficiary down to the time of the death of the insured there was no contract of insurance, but only a right existing to name a beneficiary?

MR. CROSS: And there are twenty authorities sustaining my position on that point.

THE COURT: But you will find that those authorities are mostly governed by local statutes.

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Defendant's counsel prays an exception to this ruling of the Court.

Exception allowed ; let it be sealed.

KNOW ALL MEN BY THESE PRESENTS, that we, Harry Martin and Peter W. Martin, both of the City of Newark, County of Essex and State of New Jersey, for and in consideration of the sum of one dollar, to us in hand paid, the receipt whereof is hereby acknowledged, and other valuable consideration, have bargained, sold, assigned, transferred and set over, and by these presents do bargain, sell, assign, transfer and set over unto Lyman D. Martin, of the City of Newark, County of Essex and State of New Jersey, all our right, title and interest, of whatsoever nature, in and to a certain policy issued by the Golden Star Fraternity upon the life of our deceased sister, Lizzie P. Martin, said policy being numbered 582, and we give to the said Lyman D. Martin full right and authority to sue for the same in his own name. 10

IN WITNESS WHEREOF, we have hereunto set our hands and seals this twenty-seventh day of August, eighteen hundred and ninety-four. 20

HENRY L. MARTIN. [L. s.]

PETER W. MARTIN. [L. s.]

In the presence of

CHESTER W. COLTON.

STATE OF NEW JERSEY. 30

ESSEX COUNTY SURROGATE'S OFFICE.

I, JOHN B. DUSENBERRY, Surrogate of the County of Essex, do certify that on the twentieth day of June, in the year of our Lord, one thousand eight hundred and ninety-four, administration of all and singular the goods and chattels, rights and credits, which were of Lizzie P. Martin, late of the County of Essex, who died intestate, was granted by me to Fidelity Title and Deposit Co., of 40

the County of Essex, who is duly authorized to administer the same agreeably to law.

[L. s.] Witness my hand and seal of office, the twentieth day of June, in the year of our Lord one thousand eight hundred and ninety-four.

J. B. DUSENBERRY,
Surrogate.

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STATE OF NEW JERSEY.

ESSEX COUNTY SURROGATE'S OFFICE.

I, JOHN B. DUSENBERRY, Surrogate of the County of Essex, do certify that on the twentieth day of June, in the year of our Lord one thousand eight hundred and ninety-four, administration of all and singular the goods and chattels, rights and credits, which were of Charlotte S. Martin, late of the County of Essex, who died intestate, was granted by me to Fidelity Title and Deposit Co., of the County of Essex, who is duly authorized to administer the same agreeably to law.

[L. s.] Witness my hand and seal of office, the twentieth day of June, in the year of our Lord one thousand eight hundred and ninety-four.

J. B. DUSENBERRY,
Surrogate.

REASONS.

Essex Circuit Court.

MONDAY, August 5, 1895. 10

 LYMAN D. MARTIN,

vs.

 GOLDEN STAR FRATERNITY.

} *Decision.*

CHILD, J. The defendant is a society; the objects of 20
the formation of the society as declared in the preamble
to its constitution are :

1. To unite for promoting industry, morality and
charity.

2. To improve the condition of its membership
morally and socially by encouragement in business and
by assistance to obtain employment when in need, and
to provide for and comfort the sick and distressed mem- 30
bers of the Fraternity.

3. To establish a beneficiary fund, from which, on
satisfactory evidence of the death of a member of the
Fraternity who has complied with all its legal require-
ments, a sum not exceeding \$2,000 shall be paid to whom
he or she may direct.

The membership of the Fraternity is divided into two
classes, social and beneficial; the mode or manner of
election of persons to membership is provided for; the 40

proposition for membership must be accompanied by a fee of not less than \$2.00 for social membership, and \$3.00 for beneficiary membership (which fee includes a beneficiary certificate). Social members are not required to pay assessments or certificate fees, and shall not be entitled to any money benefits from the Supreme Council in case of death. Social members can become beneficiary members by passing the necessary medical examination. Applicants for beneficiary membership must
 10 sign applications, stating age and residence and to whom the benefit is payable; they must be examined as to physical condition. If a beneficiary member desires to become a social member, he shall make application to the Council, pay all assessments against him and return his certificate for cancellation. A beneficiary member, when in good standing, may surrender his certificate and have a new one issued to such beneficiary *dependent* upon him as he may direct, upon the payment of a certificate fee of \$0.50.

20 It will be noticed from the above extracts taken from the constitution of the Fraternity that its membership is divided into two distinct classes. As to the first, or social class, the benefits conferred are of a purely social nature; that class is not entitled to any pecuniary benefits in case of death or permanent disability. As to the second, or beneficiary class, no social rights seem to be conferred; the relation existing between the Fraternity and a member of the beneficiary class seem to be the ordinary relation between a mutual life insurance com-
 30 pany and a stockholder or member.

By section 11 (p. 18) of the constitution, before a beneficiary member can become a social member, the certificate given him as a member of the beneficiary class must be surrendered.

The beneficiary fund is again divided into two classes, and embraces all beneficiary members, the first class being entitled, in the event of death, to \$1,000, and the second class to \$2,000. Beneficiary members must pay assessments according to a graduated table. A bene-
 40 ficiary certificate is given to each member. If a bene-

beneficiary member becomes permanently disabled from following his usual employment, one-half of the amount stated in the certificate shall be paid to him, the balance to be paid at his death. It will be noticed that the payment called for in case of permanent disability is to be a sum in gross—not a weekly or monthly payment, not limited to the necessities of the member, but a payment of one-half of the amount called for in the certificate.

Lizzie P. Martin became a member of the beneficiary class of the defendant association in 1885; a beneficiary certificate for the sum of \$1,000 was issued to her; she designated her mother, Charlotte S. Martin, as her beneficiary; Charlotte S. Martin, the beneficiary, predeceased her by several years; after the death of Charlotte S., Lizzie P. Martin continued to pay the assessments called for; the assessments were received by the defendant association; after the death of her mother, Lizzie P. Martin did not name any other person as beneficiary; Lizzie P. Martin died in March, 1894; letters of administration on her estate, and also on the estate of her mother, Charlotte S. Martin, were issued to the Fidelity Title and Deposit Company; the Fidelity Company assigned all its right, title and interest in the certificate to the plaintiff; the plaintiff is a brother of Lizzie P. Martin and a son of Charlotte S. Martin; the two brothers have assigned all their right, title and interest in the certificate to the plaintiff; it will thus be noticed that the plaintiff represents all persons who can have any possible interest in the certificate of insurance issued by the defendant to the decedent. At the time of her death Lizzie P. Martin was a member of the Fraternity in good and regular standing. The plaintiff sues to recover the \$1,000 called for in the certificate issued to Lizzie P. Martin, with interest thereon.

The above recited facts have been proved or admitted to be true by the defendant. The insistence of the defendant is that it is not liable upon its contract because Lizzie P. Martin, after the death of Charlotte S. Martin, failed to avail herself of the right to name another beneficiary, and that in consequence of such failure the

defendant is absolved from the obligation of its contract, and that the policy or certificate has lapsed.

In order to determine properly this question of law submitted to the Court, it becomes necessary to ascertain the terms of the contract of insurance entered into by the respective parties. So far as the constitution or by-laws show no restriction is imposed on a member in naming a beneficiary. The language used is: "Shall be paid to whom he or she shall direct." But if the member desire
 10 to change the beneficiary, then he would be limited to naming one dependent upon him. This distinction seems unreasonable and uncalled for. As far as the evidence in this case discloses the fact, it was a condition which Lizzie P. Martin could not comply with—that is, to name a beneficiary after the death of her mother; the evidence in the case is that her next of kin, to wit, her brothers, were not dependent upon her in any way financially.

A careful consideration of the evidence in the case, including the constitution and by-laws, satisfies me that the
 20 contract subsisting between the parties was an ordinary contract of life insurance. There was a condition that upon the happening of a certain contingency, a portion of the amount should be paid to the insured during her lifetime, but that contingency did not arise. The contract then was the ordinary contract of life insurance, and in this case I shall apply the rule that is applied in all cases of life insurance in the event of the death of the beneficiary, named before the death of the insured—that is, upon the death of the beneficiary named and the failure to
 30 name a new beneficiary, the fund becomes payable to the legal representatives of the insured. In this case I find that the legal representatives of Lizzie P. Martin are entitled to the fund in question, and I direct that judgment be entered in favor of the plaintiff and against the defendant for the sum of \$1,054.50. There is no evidence in the case as to when a formal demand was made for this money, and I have taken the date of the issue of the summons in the case, as the date upon which the formal demand was made, and have allowed interest from that date

ASSIGNMENT OF ERRORS.

Court of Errors and Appeals.

 GOLDEN STAR FRATERNITY,

Plff in Error.
vs.

LYMAN D. MARTIN,

Def't in Error.

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In Error.
*Assignment of
Errors.*

Afterwards, that is to say, on this —— day of 20
 —— in the year our Lord one thousand eight hundred
 and ninety-five, in the Court of Errors and Appeals, in
 the last resort in all causes of the State of New Jersey,
 come the said Golden Star Fraternity by Philip W. Cross,
 its attorney, and says that in the record and proceedings
 aforesaid, and also in the matters recited and contained in
 the said bill of exceptions, and also in giving the verdict
 and judgment aforesaid, there is manifest error in this, to-
 wit:

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That the declaration aforesaid, and the matters therein
 contained are not sufficient in law for the said Lyman D.
 Martin to have his said action against the said Golden
 Star Fraternity.

2. There is also Error in this, to-wit, for that said
 Judge, before whom said cause was tried, at and upon
 the aforesaid trial of the said issue so joined between the
 said parties aforesaid, refused to direct the plaintiff to elect
 on which count of the declaration he will go to trial;
 that is to say, to direct him, the said plaintiff, to choose. 40

whether he would proceed to trial upon the assignment of the administrator of Lizzie P. Martin, or whether he will proceed upon the assignment of the administrator of Charlotte S. Martin, to him, the said plaintiff.

3. There is also error in this, the Judge, etc, at etc., admitted in evidence, an assignment of the interest that Peter Martin and Harry Martin, the brothers of Lizzie P. Martin, had in the beneficiary certificate, issued by the defendant, the Golden Star Fraternity, to the said Lizzie P. Martin.

4. There is also error in this, because the said Judge, &c., at &c., admitted in evidence the letters of administration appointing the Fidelity Title and Deposit Company administrator of the estate of Lizzie P. Martin, deceased, and also letters of administration of the estate of Charlotte S. Martin, deceased.

5. There is also error in this, because the said Judge, &c., at &c., admitted in evidence an assignment of the interest of the administrator of Charlotte S. Martin, deceased, in and to the said beneficiary certificate, to the plaintiff, Lyman D. Martin.

6. There is also error in this, because the said Judge, &c., at &c., admitted in evidence an assignment of the interest of the administrator of Lizzie P. Martin in and to said beneficiary certificate, to the plaintiff, Lyman D. Martin.

7. There is also error in this, because the said Judge, &c., at &c., refused, when the plaintiff rested his cause to strike from the evidence the assignment of the interest of Peter Martin and Harry Martin in and to said beneficiary certificate, to the plaintiff, Lyman D. Martin.

8. There is also error in this, because the said Judge, &c., refused to nonsuit the said plaintiff, when he, the said plaintiff, rested his cause upon the motion of the defendant's attorney.

PHILIP W. CROSS.

Attorney for and of Counsel with the Plaintiff in Error.

SIXTH EDITION.

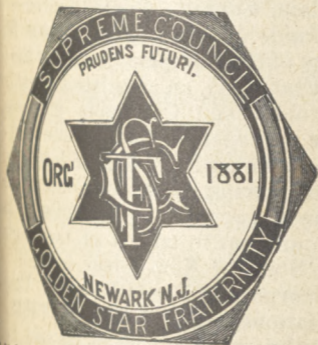
CONSTITUTION

OF THE

Golden Star Fraternity,

GOVERNING THE

Supreme, Grand and Subordinate
Councils.



Published by authority of the Supreme Council.

March 7, 1893.

NEWARK, N. J.

CRAWFORD PRINTING HOUSE.

1893.

CERTIFICATE
OF
INCORPORATION.

STATE OF NEW JERSEY, } s. s.
COUNTY OF ESSEX, }

WE, Supreme Moderator, Supreme Vice-Moderator, Supreme Orator, Supreme Secretary, Supreme Treasurer, Supreme Chaplain, Supreme Guide, Supreme Assistant Guide, Supreme Warden, and Supreme Sentry of the Supreme Council of the Golden Star Fraternity, an association organized for Benevolent and Charitable purposes, with power to organize Subordinate and Grand Councils in the State of New Jersey and elsewhere, having been duly elected as such officers at a regular meeting of said Association, pursuant to an act of the Legislature of the State of New Jersey, entitled "An act to incorporate Benevolent and Charitable Associations," approved March 9, 1853. We do hereby, in pursuance of the said act certify that the said Association has assumed the name of the Golden Star Fraternity of the State of New Jersey.

Given under our hands and seals this 21st day of January, one thousand eight hundred and eighty-two.

OBJECTS
OF THE
FRATERNITY.

SECTION 1. To unite for promoting industry, morality and charity, all acceptable white persons of moral character, good habits, sound bodily health and respectable calling, and who believe in a Supreme Being.

SEC. 2. To improve the condition of its membership morally and socially, by encouragement in business and by assistance to obtain employment when in need, and to provide for and comfort the sick and distressed members of the Fraternity.

SEC. 3. To establish a Beneficiary Fund from which on satisfactory evidence of the death of a member of the Fraternity, who has complied with all its lawfull requirements, a sum not exceeding \$2,000 shall be paid to whom he or she may direct.

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Subordinate Councils.

ARTICLE I.

NAME AND POWERS.

This Council shall consist of not less than fifteen new Beneficiary members at its institution, having the necessary qualifications and shall be known as _____ Council, No. _____, of the Golden Star Fraternity, having all the powers and privileges of a Subordinate Council, and holding a charter issued by the Supreme Council or dispensation issued by the Supreme or Grand Council under whose jurisdiction it is.

ARTICLE II.

MEETINGS.

Sec. 1. The stated meetings of this Council shall be held at such time as stated in its By-Laws, or in the absence of By-Laws as may be fixed by resolution, which shall not be less than twice a month. No meeting shall be held on Sundays, except for the purpose of attending the funeral of deceased members.

SEC. 2. Special meetings may be called by the Moderator for the purpose of making arrangements for, or attending funerals, and if special meetings be called for any other purpose, it shall be at the request of five members in writing, and each member shall be notified by the Secretary.

OPENING AND QUORUM.

SEC. 3. This Council shall be opened at the hour named in its By-Laws, if seven of its members are present. In the absence of the Moderator, the Vice-Moderator shall call the Council to order, and in his absence the Junior Past Moderator, and in case neither are present, the Senior Past Moderator should neither be present, the Right Supporter shall call the Council to order, and proceed to fill all vacancies. If no Past Moderator or Right Supporter is present then any member may be chosen to preside.

ARTICLE III.

OFFICERS.

SECTION 1. The elective officers of the Council shall consist of a Moderator, Vice-Moderator, Secretary, Financial Secretary, Treasurer, Chaplain, Guide, Assistant Guide, Warden and Sentry, all of whom shall

Beneficiary Members and elected semi-annually, at the first regular meetings in June and December.

There shall also be elected at the last meeting in December, three Trustees to serve one year.

SEC. 2. The Supreme or Grand Moderator shall install or cause to be installed all officers on the first regular meeting in January and July, or as soon thereafter as possible, provided the semi-annual reports, with the Per Capita Tax, has been forwarded to the Supreme or Grand Secretary, and the receipt for the same in possession of the Council.

Sec. 3. This Council (when working under the jurisdiction of a Grand Council) shall on the first stated meeting in January, elect one representative and one alternate to the Grand Council to serve one year. Said representative and alternate at the time of their election shall be Past Moderators. Provided, that when there is but one Past Moderator in any Subordinate Council, the sitting Moderator may be elected an alternate, to represent such Council, when from any cause the chosen representative is prevented from attending the sessions of the Grand Council. Provided, also that each Subordinate Council shall pay its representative \$2 per diem and mileage at 3 cents per mile.

SEC. 4. In States or Territories where no Grand Council exists each Subordinate Council shall on the first meeting night in January each year elect two delegates to meet in Convention to be held on the first Tuesday of February of each year, to elect representatives and alternates to the Supreme Council, said Convention shall be entitled to elect one representative for every 500 members or fractional part thereof, said representatives to be elected for one year. When only one Subordinate Council exists in any State or Territory it shall be entitled to send one representative to the Supreme Council.

When delegates to Convention have been elected it shall be the duty of the Secretary of the Council to furnish each delegate with a certificate of election under seal of the Council, certifying to said election and forward a copy of the same at once with the seal of the Council attached, to the State Supreme Deputy. Said Deputy shall provide a place and notify each delegate when and where said Convention will be held.

MEDICAL EXAMINER.

SEC. 5 Whenever a Medical Examiner is required the Council shall recommend to the Supreme Medical Director one or more practicing physicians in good standing and Beneficiary members of the Fraternity, and if

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their qualifications are satisfactory the Supreme Medical Director will issue a commission to such.

BALLOTING FOR OFFICERS.

Sec. 6. All the Elective officers shall be elected by ballot, by a majority of the votes cast, and in case no choice shall be made on the first ballot, the candidate receiving the lowest number of votes shall be dropped from each succeeding ballot until a choice is made.

Sec. 7. At any election the Moderator shall appoint two tellers, who shall receive and count the votes cast, and report the whole number of ballots to the presiding officer. If more votes are cast than legal voters are present, the ballot shall be declared null and void, and a new ballot ordered, when each member voting shall hand their vote to the tellers, who shall deposit them in the poll.

INSTALLATION OF OFFICERS.

Sec. 8. The officers of this Council (if qualified) shall be installed on the first regular meeting in January, or July, or as soon thereafter as possible. Provided, the semi-annual reports, with the Per Capita Tax, has been forwarded to the Supreme or Grand

Secretary and the receipt for the same in possession of the Council.

When any member who has been elected or appointed to office, failing to be present for installation (unless prevented by sickness or some unavoidable occurrence), the installing officer may declare the office vacant, when another election or appointment shall be ordered forthwith to fill the vacancy. No member shall be installed in an office who is indebted to the Council, nor shall the officers be installed until the Per Capita Tax has been paid and the receipt for the same is placed in the hands of the installing officer.

REMOVALS AND VACANCIES.

SEC. 9. Officers may be removed by a majority vote of the members present, for neglect of their duties, and any vacancies occurring among the officers may be filled at any regular meeting, and all officers serving the closing part of the term shall be entitled to all its honors.

ARTICLE IV.

DUTIES OF OFFICERS.

MODERATOR.

SECTION 1. The Moderator shall preside at all meetings of the Council and see that

the laws and regulations of the Fraternity are strictly enforced, decide all questions, subject to an appeal to the Council; appoint all committees unless otherwise ordered by the Council; sign all drafts ordered drawn on the Treasurer, and on the last meeting in June and December, he shall appoint a committee of three to examine and audit the books and accounts of the Secretary, Financial Secretary and Treasurer. Said committee shall make their report in writing at the next stated meeting. He shall appoint on the night of installation a Right Supporter, also a Finance Committee, who shall examine and report upon all bills presented to the Council. He shall appoint a Relief Committee, consisting of three brothers and three sisters. At the organization of a new Council he shall appoint an acting Past Moderator, who shall serve the balance of the term only. He shall announce in open Council the name of such members as have suspended themselves for non-payment of dues; also all who have forfeited their right to the Beneficiary Fund by non-payment of assessments. He shall call special meetings of this Council upon the written request of five members. He shall hold the bonds of all officers required to give bonds. He shall not be entitled to vote, except when the

Council is equally divided on any question, or when balloting for officers and candidates.

VICE-MODERATOR

SEC. 2. The Vice-Moderator shall assist the Moderator in the enforcement of our laws, and in his absence shall assume his duties and responsibilities. He shall have charge of the inner door and perform such other duties as the rules and usages of the Fraternity require.

JUNIOR PAST MODERATOR.

SEC. 3. The Junior Past Moderator shall assist in the ceremonies of the Council, and under "Good of the Fraternity" arrange for the entertainment of its members, by presenting something of a moral, social or intellectual nature at each meeting of the Council, and perform such other duties as the ritual may require.

SECRETARY.

SEC. 4. The Secretary shall keep accurate minutes of the transactions of the Council, conduct its correspondence and have charge of its seal and records. He shall attest all orders drawn on the Treasurer; make out the semi-annual reports as required by the Supreme and Grand Councils, properly signed

and attested with the seal of the Council attached ; keep a register of the membership of the Council in the book provided for that purpose ; also a record of each member who may receive a Beneficiary certificate, stating its number, date of issue, amount of benefit, amount of assessment, and to whom the benefit is payable. He shall notify immediately all applicants who have been elected to membership or rejected. He shall notify the Supreme and Grand Secretaries at once of all initiations or admissions by card, withdrawals, suspensions, expulsions or re-instatements. He shall retain possession of the fees accompanying applications for membership until the applicants are elected or have forfeited the proposition fee, when the amount shall be paid over to the Financial Secretary. He shall also notify the Supreme or Grand Moderator, or his deputy, when the officers elect are ready to be installed, perform such other duties as the rules and usages of the Fraternity may enjoin.

When applications for membership are received the Secretary shall immediately forward to the applicants a medical blank and inform them when and where to appear for examination.

FINANCIAL SECRETARY.

SEC. 5. The Financial Secretary shall keep a full and accurate account between this Council and its members ; also between this Council and the Supreme and Grand Council; receive all moneys due this Council and pay the same over to the Treasurer before the close of each meeting, taking his receipt therefor. He shall notify all members of assessments, dating the notices same as that received from the Supreme Secretary. And on or before the seventh day of the month he shall forward his assessment report stating the amount due to the Treasurer. He shall also notify all members at the commencement of the quarter, the amount due for quarterly dues. He shall at the time of election of officers, furnish the Moderator with a list of the members not in good standing and not entitled to vote. He shall make out a semi-annual report of the finances of the Council. He shall receive all moneys belonging to the Beneficiary Fund, and keep the account of the same in a separate book provided for that purpose, and perform such other duties as may devolve upon him by the laws of the Fraternity. When entering upon the duties of his office he shall give a good bond in a sum not less than one hundred dollars.

TREASURER.

Sec. 6. The Treasurer shall receive from the Financial Secretary all moneys received by him for this Council, and give his receipt therefor; pay all orders signed by the Moderator, and attested by the signature of the Secretary and the seal of the Council, and keep a full account of all moneys received and disbursed by him, and render a written report of the same the first meeting in January and July. He shall keep an account of the Beneficiary Fund separate from the General Fund: and not permit its use for any other purpose whatever. Whenever an assessment is called to the Supreme Council he shall forward to the Supreme Secretary on or before the fifteenth day of the month the amount called for and report his action at the next meeting of the Council. He shall forward to the Supreme Secretary such accounts of the Beneficiary Fund as may from time to time be called for in accordance with the laws of the Supreme Council, and at the expiration of his term of office, deliver up all moneys, books, papers and vouchers in his possession belonging to the Council. Before entering upon the duties of his office he shall furnish a good bond for such an amount as the Council may require.

CHAPLAIN.

SEC. 7. The Chaplain shall perform such duties appertaining to his office as the Council may require.

GUIDE AND ASSISTANT.

SEC. 8. The Guide and Assistant shall have charge of the regalia and prepare the room for the meetings of the Council, conduct candidates through the initiatory service and perform such other duties assigned them.

WARDEN.

SEC. 9. The Warden shall attend the inner door and perform such duties as appertain to the office.

SENTRY.

SEC. 10. The Sentry shall have charge of the outer door and perform such duties as appertain to the office.

RIGHT SUPPORTER.

SEC. 11. The Right Supporter shall assist the Moderator in conducting the business of the Council, occupy the chair during the temporary absence of the Moderator, and

perform such other duties as the laws and regulations of the Fraternity may require.

MEDICAL EXAMINER.

SEC. 12. The Medical Examiner shall carefully examine all applicants strictly complying with the instructions of the Supreme Medical Director and using the form issued by the Supreme Council. After examination he shall forward without delay the same enclosed to the Secretary of the Council from whence it came. He shall collect the examination fee, the amount of which shall be regulated by each Council.

TRUSTEES.

SEC. 13. The Trustees shall have general supervision of the property of the Council, invest its funds as directed by the Council, collect all interest that may arise therefrom, pay it over to the Financial Secretary, and at the close of the year, or whenever called upon shall submit a report showing the value of all property and funds belonging to the Council. They shall take possession of and examine the books and accounts of the Secretary, Financial Secretary and Treasurer, whenever they deem it necessary. The books of the Secretary, Financial Secretary and Treasurer shall be subject to their inspection at any

and all times. Before entering upon their duties they shall each furnish a good bond for such an amount as the Council may require.

FINANCE COMMITTEE.

SEC. 14. The Finance Committee shall examine and report upon all bills presented to the Council before payment can be made.

REPRESENTATIVE.

SEC. 15. The Representative to the Supreme or Grand Council shall receive the instructions of the Council and faithfully represent its interests. When a Representative is elected he shall be required to present his certificate certifying that he is a Past Moderator, together with that of Representative, before he can be admitted to the Supreme or Grand Council. After attending a meeting of the Supreme or Grand Council he shall render a report to this Council of his acts and the decisions thereon; also upon all matters appertaining to the interest of this Council. But his report shall not be considered official, neither can this Council act until official notice is received from the Supreme or Grand Secretary under the seal of the Supreme or Grand Council.

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RELIEF COMMITTEE.

SEC. 16. The Chairman of the Relief Committee shall visit all members reported sick and ascertain the date when taken sick, and their condition, and when necessary he or she shall notify the balance of the committee and render such assistance as may be needed until the meeting of Council, when they shall report their acts to Council.

ARTICLE V.

OFFICIAL SEAL.

SECTION 1. This Council shall have an official seal furnished by the Supreme or Grand Council, which shall be affixed to all documents and papers issued by authority of the Council.

ARTICLE VI.

MEMBERSHIP.

SECTION 1. Any white person of good moral character, between the ages of 17 and 56 years, may be elected to membership in this Council on a proposition offered by a member in good standing.

SEC. 2. The proposition for membership must be accompanied by the fee prescribed

in the By-Laws, which fee includes a Beneficiary Certificate. Propositions for membership must be read in open Council, and referred to a committee of three members to investigate the character of the applicant. Said committee must report on it at the next regular meeting when a ballot shall be had (unless withdrawn), and if not more than two black balls appear the applicant shall be declared elected.

SEC. 3. No applicant for Beneficiary membership shall be initiated until a report of examination and the action of the Supreme Medical Director thereon is received by the Council, and no member shall be entitled to death or disability benefits until a certificate is issued.

SEC. 4. The name of an applicant may be withdrawn before the report of the investigation committee is made, but no name can be withdrawn after the report of the committee. Applicants who fail to present themselves for initiation within 60 days after their examination shall forfeit the proposition fee. No Council shall initiate an applicant after 60 days have expired without a re-examination.

SEC. 5. Applicants on presenting themselves for initiation shall pay dues for the current quarter, or the unexpired portion thereof, and if Beneficiary members, one advance assessment.

SEC. 6. When applications for Beneficiary membership are received, the Secretary shall immediately forward to the applicants a medical blank and inform them, when and where to appear for examination.

SOCIAL MEMBERSHIP.

SEC 7. Any person who is acceptable to the Council, may be admitted as a Social member by paying the same fees and dues as other members, but shall not be required to pay assessments, and shall not be entitled to any monied benefits from the Supreme Council in case of death or permanent disability.

SEC 8. When applicants are elected to Social membership the Secretary shall immediately notify them of the fact and request them to appear for initiation at the next regular meeting, stating the time and place.

SEC. 9. Social members between the ages of 17 and 56 years may become Beneficiary members at any time by passing the necessary medical examination. Said examination and certificate fee must be paid by the applicant.

BENEFICIARY MEMBERSHIP.

SEC. 10. All applicants for Beneficiary membership must sign the blank applications

furnished by the Supreme Council, state age and residence, and to whom the benefit is payable; be of sound bodily and mental health, and between the ages of 17 and 56 years. They shall be examined (at their own expense) by a commissioned examiner of the Fraternity as to their physical condition. If the medical examination is favorable the Secretary shall forward the same to the Supreme Medical Director, with one dollar, for his approval and a Beneficiary Certificate, and if unfavorable the Secretary shall forward the same to the Supreme Medical Director without the usual fee, to be placed on file in his office. If the application is approved by the Supreme Medical Director and the necessary ballot has been had, they shall be admitted as Beneficiary members; otherwise they may join as Social members.

SEC. 11. When applicants are elected to Beneficiary membership the Secretary shall immediately notify them of the fact, and when and where to appear for initiation.

SEC. 12. Beneficiary members may at any time when in good standing, surrender their certificate and have a new one issued, payable to such Beneficiary dependent upon them as they may direct, upon the payment of a certificate fee of 50 cents.

SEC. 13. Beneficiary members who are not in arrears for assessments may change to a

lower class at any time by surrendering to the Council the Beneficiary Certificate with 50 cents, which the Secretary shall immediately forward to the Supreme Secretary, who will issue a certificate of such class.

SEC. 14. Members under 56 years of age may change to a higher class by being examined and recommended by a physician in the manner prescribed for new members, and shall pay an assessment thereafter, in addition to their previous assessment, the same amount for the additional benefit as a new member at the same age. Members so changing shall surrender their Benefit Certificate, and pay one dollar to the Secretary of their Council, who shall forward the application and one dollar to the Supreme Medical Director, and on the receipt of his notice of approval the Secretary shall forward the cancelled certificate certifying thereon the date of the change to the Supreme Secretary, who will issue a new certificate to said member.

ARTICLE VII.

BENEFICIARY FUND.

SECTION 1. The Beneficiary Fund shall be divided into four classes, and embrace all Beneficiary members entering the Fraternity—\$500, \$1,000, \$1,500 and \$2,000—the fourth

class being the highest amount allowed to any one member. Provided, however, the Supreme Medical Director has full power and authority to refuse an application, reduce the amount applied for, or postpone action.

SEC. 2. Applicants for Beneficiary membership shall, on the night of and previous to initiation, pay one advance assessment, and the same amount on each assessment thereafter while remaining a member, as per following table :

TABLE.

	\$500.	\$1,000.	\$1,500.	\$2,000.
From 17 to 24 years,	\$ 20,	\$ 30,	\$ 45,	\$ 60.
“ 24 “ 30 “	25,	40,	60,	80.
“ 30 “ 35 “	30,	50,	75,	1 00.
“ 35 “ 40 “	35,	60,	90,	1 20.
“ 40 “ 45 “	45,	70,	1 05,	1 40.
“ 45 “ 50 “	50,	80,	1 20,	1 60.
“ 50 “ 54 “	60,	1 25,	1 88,	2 50.
“ 54 “ 56 “	75,	1 50,	2 25,	3 00.

SEC. 3. Should a Beneficiary member become permanently disabled from following his or her usual or some other occupation by reason of disease or accident, the Secretary of the Council shall on application of said member for permanent disability benefit immediately notify the Supreme Secretary,

who will forward the necessary blanks, and upon the return and meeting the approval of the Supreme Medical Director, the member shall be entitled to receive the amount of one-half of one assessment, (or death benefit *at that time*) not exceeding one-half the amount stated in the Beneficiary Certificate, which sum when paid shall cancel one-half of the Beneficiary Certificate the remaining one-half to be paid at death, as follows, namely: at the death of such member there shall be paid the amount of one-half of one assessment, or death claim at time of said death, not however, exceeding one-half the amount stated in the Beneficiary Certificate, provided the member is in good standing at the time of death.

SEC. 4. On the death of a member the Secretary of the Council shall immediately forward to the Supreme Secretary an official notice of such death, in accordance with a form furnished by the Supreme Council.

SEC. 5. On receipt of the proper notice of the death or permanent disability of a member, the Supreme Secretary shall draw an order on the Supreme Treasurer in favor of the proper person or persons for the full amount named in the certificate and forward the same to the Secretary of the Council of which the member was or is a member, It

shall then be the duty of the Secretary to immediately deliver it to the person or persons entitled to receive it, and to receive in return (in case of death) the Beneficiary Certificate, properly endorsed thereon, which certificate he shall forward to the Supreme Secretary. In case of disability the amount shall be credited on the certificate.

SEC. 6. After a benefit has been paid and the sum of \$2,000 remains in the Supreme Treasury, no assessment will be made; but if a sum less than \$2,000 remains, the Supreme Secretary shall forward to the Financial Secretary of each Subordinate Council a call for one or more assessments upon all Beneficiary members as the Executive Committee may determine necessary to pay approved claims—all assessments to be called and dated from the fifth day of the month.

SEC. 7. Whenever an assessment is called to the Supreme Council the Financial Secretary shall inform the Treasurer on or before the seventh day of the month following the call, the amount due.

The Treasurer shall thereupon forward to the Supreme Secretary on or before the fifteenth day of the month the amount, and make a report of the same at the next meeting of the Council. The Financial Secretary shall at once notify each member liable to

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assessment, and bearing the same date as that received by the Supreme Secretary.

SEC. 8. Councils failing to remit within forty days from the Supreme Secretary's call shall stand suspended, and the Supreme Secretary shall so notify them, and no member thereof shall be entitled to receive death or disability benefits, or any privelages of the Fraternity during the time of said suspension. Any Council so suspended shall stand re-instated upon payment to the Supreme Secretary the amount due together with a penalty of five cents Per Capita for each Beneficiary member.

ARTICLE VIII.

SICK BENEFITS

SEC. 1. Any member in good standing, having six months previously become a member, who may be sick or disabled (not permanent) from following his or her regular occupation, may be entitled to receive from the general funds of the Council, such weekly benefits as this Council may in its by-laws prescribe, provided said sickness or disability has not been caused by intemperance or immoral conduct. Any member who may be taken sick or become disabled while in arrears to the Council for dues or assessments, cannot, by paying the same, become Beneficiary, nor receive benefits during said sickness or disability.

ARTICLE IX.

FEES AND DUES.

SEC. 1. The fees for membership in all Councils shall be regulated by their by-laws, or in the absence of by-laws the amount may be fixed by resolution. Admission fee by card shall be fifty cents.

SEC. 2. Each member shall pay as Council dues such sums as decided in the by-laws, or in the absence of by-laws, by resolution, and which shall be payable quarterly, in advance, on the first meeting in January, April, July and October. All members, either male or female, social or beneficiary, shall pay an equal amount.

SEC. 3. Members whose dues remain unpaid at the first stated meeting of the following quarter, shall not be entitled to the password, to vote or hold office, and stand suspended by their own acts from all privileges of the Fraternity, and the Moderator shall so announce at the first stated meeting thereafter.

SEC. 4. Members who fail to pay their assessments on or before the fifth day of the month, shall forfeit by their own acts all claims upon the Beneficiary Fund. If any Council fails to notify the Supreme Secretary of said forfeitures it shall be held liable to the Supreme Council for all assessments that

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may become due and payable until said notice is received.

SEC. 5. Members who have been suspended for dues, or forfeited their rights to the Beneficiary Fund, may be re-instated at any time within 60 days from date of suspension or forfeiture, by the payment to the Financial Secretary of all arrearages charged against them, including dues and assessments becoming due during the time of said suspension, or forfeiture.

SEC. 6. Members who have been suspended for dues or forfeited assessments for a term exceeding 60 days, must be re-examined, and the examination approved by the Supreme Medical Director, in the manner prescribed for new applicants. They shall pay all dues and assessments charged against them to date of suspension, and all dues and assessments becoming due during 60 days thereafter. Upon the payment of which a ballot shall be had, and if a majority of the members present consent, they shall be declared reinstated. Any member so reinstated shall pay assessments according to the rates established for the age which they have attained at the time of reinstatement. They shall deliver up their certificate for cancellation, and a new certificate will be issued. If rejected by the vote of the Council the amount

they have paid to the Council for reinstatement shall be returned. No member so reinstated shall be entitled to death or disability benefits until a new certificate is issued.

SEC. 7. Any person who has been suspended for a period of one year or more, and is under 56 years of age, desiring to regain membership in the fraternity, shall make application in the same manner as a new member, and shall comply with and be subject to all the conditions of a new applicant. The old certificate must be returned to the Supreme Secretary for cancellation and a new certificate will be issued.

ARTICLE X.

TRANSFER CARDS.

SECTION 1. Members desiring to withdraw from the Council shall apply for a transfer card, when, upon payment of all claims charged against them, and dues to the time the card has to run, which shall not be more than six months, and including a fee of fifty cents for the cards, it shall be granted.

SEC. 2. Before the card is deposited in another Council, the assessments of the member must be paid into the Council granting the card, and if not paid, the member is liable to suspension as though no card had been granted. Membership is not dissolved

by the granting of a Transfer Card, and ceases only on the receipt of notice of deposit of the card in another Council. When the time for which a card was granted has expired, without the Council granting it having received notice of its being deposited in another Council, the member's name shall be retained on the books so long as the member continues to pay assessments and dues; otherwise they are suspended the same as if no card had been granted.

SEC. 3. Members desiring to join a Council by card shall present their card and be subjected to the same ballot as a new member. Accompanying the application shall be a fee of fifty cents.

SEC. 4. Councils accepting a member by card must immediately notify the Supreme and Grand Secretaries, also the Council granting the same, that the member may be dropped from their roll, which Council shall immediately forward the last assessment paid by the member to the Council in which the card has been deposited. Provided the same has not been called to the Supreme Treasury, in which case the Secretary shall notify the Council of the fact.

SEC. 5. Members wishing to withdraw from the Fraternity may apply for a withdrawal card, when, on the payment of all dues or

assessments charged against them and surrender their Beneficiary Certificate and pay a fee of fifty cents for the card, it shall be granted. The certificate shall be forwarded to the Supreme Secretary with the date of withdrawal.

Any member taking such a card can be re-admitted only as a new member, except the initiatory ceremony shall be dispensed with.

ARTICLE XI.

RETURNS AND DUES.

SECTION 1. At the close of each term all Subordinate Councils, when working under the jurisdiction of the Supreme Council, shall report to the Supreme Secretary, and those working under a grand jurisdiction to the Grand Secretary, the total number of members, number initiated, re-instated, received by card, deceased, withdrawn and suspended, total amount of receipts for General and Beneficiary Funds and total amount of payments; a list of all retiring officers, the names of their successors, and the amount of the Per Capita Tax due the Supreme or Grand Council, which amount with the report shall be forwarded to the Supreme or Grand Secretary on or before the 10th day of January and July. Upon the reception of

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the Supreme or Grand Secretary's receipt the Secretary of the Subordinate Council shall at once notify the Supreme or Grand Deputy, that the officers are ready for installation; and the said receipt must be produced to the installing officer before the installation can proceed. Provided, however, any Council instituted in May, June, November or December shall not be held liable for the Per Capita Tax for the balance of said term.

ARTICLE XII.

IMPROPER CONDUCT OF MEMBER.

SECTION 1. Any member who shall divulge the name of a member who reported unfavorably upon an applicant for membership, or otherwise oppose an applicant, shall upon conviction therefor, be reprimanded or suspended.

SEC. 2. Any member who shall enter this Council in a state of intoxication, or make use of any improper means to obtain sick benefits, or be guilty of any immoral practice or conduct, shall upon conviction thereof be suspended or expelled, as the Council shall determine.

SEC. 3. Any member who shall reveal any of the past or present secrets of the Fraternity to any person not entitled to the same, or who shall appropriate any of the funds or

property of any branch of the Fraternity to their own use, shall upon conviction thereof be expelled.

SEC. 4. Any member who shall be found guilty of falsely answering questions on their medical examination regarding their health, shall be expelled.

ARTICLE XIII.

TRIALS AND PUNISHMENTS.

SECTION 1. If a member shall violate any of the provisions of the proceeding article or any of the laws or usages of the Fraternity, it shall be the duty of any member having knowledge of the same to immediately give a written notice of such violation to the Moderator, who shall forthwith refer a copy of the same to a committee of three (without the name of the informant) who shall without delay investigate the matter, and if in their judgement there are just grounds therefor, they shall at once prefer a charge or charges against the accused, specifying the offence with which the member is charged, and at the trial, assist in conducting the prosecution, provided they shall, before preferring charges, notify the accused of their finding, and give them an opportunity to present rebutting evidence. The blank forms provided in this

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Constitution are to be used in all cases where practicable.

SEC. 2. When a charge or charges are preferred against a member they shall be read in open Council, and the Secretary shall immediately furnish a copy thereof, under the seal of the Council, to the accused and cite them to appear personally or by attorney at a time and place therein mentioned, of meeting of trial committee. A citation sent by mail to the last known residence of the accused, shall be considered notice, providing such citation can reach its destination at least one week before the time set for the trial. At said time the trial shall proceed unless then postponed to a certain time by the trial committee.

SEC. 3. The Secretary, upon being furnished with a list of witnesses on both sides, shall immediately notify them to appear at the time set for the trial. The accused member shall be notified of the time and place of taking such testimony. The committee shall examine the accused and witnesses and shall reduce all testimony offered in writing, and the same shall be signed by the witnesses. Both parties shall be given opportunity to cross-examine witnesses. The committee shall keep full minutes of their proceedings, and when all the testimony desired has been

taken the committee shall report the minutes of their proceedings and the testimony to the Council.

SEC. 4. After a full hearing of all the testimony the accused shall retire to the ante-room, and the Council shall proceed to vote on the charge or charges preferred. If they are sustained in whole or in part by a two-thirds vote of the members present, the Secretary shall read such portions as have been sustained, when the Moderator shall without motion proceed to put to vote the highest grade of punishment provided for such violation of the previous article, and if lost, he shall put the next highest, and so proceed until some order of punishment is agreed upon by a two-thirds vote of the members present. If the votes on the different grades of punishment should be gone through without the requisite number in favor of either, the Moderator shall begin again, and so continue until some punishment is decided upon. Members who are excused from voting, or who may refuse to vote, shall be counted in the negative.

SEC. 5. When a Council decides upon suspension, a vote shall be taken as to the length of time of said suspension, commencing with the longest time named and continue until some period of time is decided upon by a majority vote of the members present.

SEC. 6. When the Council has decided upon the guilt or innocence of the accused, and the punishment decided upon if guilty, the accused shall be admitted and the decision communicated to them by the Moderator.

SEC. 7. A member in good standing may make a complaint against a member of another Council. The Moderator shall forward a certified copy of the same to the Moderator of the Council of which the accused is a member, which, when received, shall take the same course as if made by a member of their own Council.

SEC. 8. If the accused members evade the receiving of a citation, or after receiving it shall refuse to comply with the same, or if they are absent throughout the trial without an excuse that is satisfactory to the Council, and are not represented by a member of the Fraternity as attorney, the Council may suspend or expel them for contempt.

At all stages of the proceeding, the accused shall have the opportunity to vindicate themselves.

SEC. 9. Every specification of a charge legally brought before the Council, must be inquired into and by a vote of the Council either sustained or dismissed.

SEC. 10. A member pleading guilty, the penalty may be imposed without trial, but

the Council should hear testimony, so as to be able to determine on the grade of punishment to inflict, as well as to know the extent on the one hand as well as the mitigating circumstances on the other.

SEC. 11. All votes taken under the provisions of this article shall be with white and black balls, a sufficient number of each being in the poll, to allow each member to take their choice.

Black balls shall denote *guilty*, and white balls *not guilty*.

SEC. 12. When a member is suspended or expelled for any cause, the Secretary shall immediately notify the Grand and Supreme Secretary, as well as every Council in the county where the Council is situated that suspended or expelled the members.

ARTICLE XIV.

MODE OF APPEAL.

SECTION 1. Any member considering that injustice has been done by the decision of the Council, may, within one month after such decision, make a written appeal to the Grand or Supreme Moderator, stating reasons therefor. They shall also notify the Subordinate Council of their action, and furnish the Council with a copy of the appeal. The

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Council shall within one month after receiving said notice, forward to the Supreme or Grand Moderator a copy of all the proceedings in the case, certified to by the Moderator and Secretary, with the seal of the Council attached.

Should either party neglect these duties, the appeal may be dismissed to the disadvantage of the Council or member.

The decision of the Supreme Council shall be final on all appeals brought before it.

ARTICLE XV.

By-Laws in conformity with this Constitution may be made, and from time to time altered or amended, when two members submit the proposed amendment in writing, and have it read at two regular meetings previous to the one on which it will be acted on, then, two-thirds of the valid votes concurring, it shall be declared adopted.

All By-Laws shall be approved by the Committee on Laws of the Supreme Council, before they shall go into effect.

ARTICLE XVI
FORMS.

Form 1.—Charge and Specifications.

(Date)18..
To Council, No.... G. S. F.

The undersigned, a member, (or committee to prefer charges,) of... Council, No.... does hereby charge ... , of.. Council, No. ... , with conduct unbecoming a member of the Fraternity, and the grounds of this charge are more particularly set forth in the following specifications, to wit :

Specification First. That the above named, in violation of the law of the Fraternity, did, on or about the...day of...18 (here state the offence, place and other circumstance.)

Fraternally submitted,
(Signed).....

Form 2—Notice to accused.

(Date).....18

Bro Inclosed with this notice I transmit copy of charge and specifications preferred against you by ... of Council No....The same were referred to a committee of trial, consisting of (give names.) The officers of said committee will notify you of time and place to appear for answer.

[L. S.] Fraternally,
.....Secretary.

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Form 3—Notice of Appointment to try Charge.

(Date)..... 18..

Bro..... The members named below were, this evening, appointed a committee of trial on the charge and specification preferred by, against..... As the temporary chairman of such committee, you will, within one week, call a meeting of said committee for organization. The committee consists of (give names).

Fraternally,

..... Secretary.

Form 4—Notice to attend Meeting of Committee.

(Date.)..... 18..

Bro..... The Committee of Trial on the charge and specifications preferred by..... against....., will meet (give time and place) You are hereby notified to be present and (sustain or defend) the same.

Fraternally,

..... Chairman.

..... Secretary.

Form 5.—Notice to attend as Witness.

..... Council, No... , G. S. F.

(Date)..... 18..

Bro....., you are hereby notified to attend as witness before the Committee of

Trial on the charge and specifications preferred by....., against....., (state time place.)

By order of the M. Fraternally,
[L. S.]Secretary

Form 6.—Notice of Appeals.

(Date)18..

To the Committee on Trial :

The undersigned respectfully appeals to the Council from your decision on the motion to strike out thespecifications of the charge against.....on the ground of

Fraternally,
(Signed)

Form 7.—Report of Committee on Trial.

(Date)..... 18..

To Council, No..

The undersigned, a (majority or minority) of the committee appointed to investigate the charges and specifications preferred byagainst.... respectfully report as follows: (state finding on each specification and the charge.)

The minutes of the committee, a copy of the evidence taken, and papers pertaining to the trial, are hereby placed in the custody of the Secretary of the Council.

Fraternally submitted,
(Signed by the committee).....

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Form 8.—Notice of Appeal to Grand Council.

(Date).....18..

To.....Council, No .. , G. S. F.,

The undersigned respectfully appeals to the Council from the decision of the Committee of Trial on the charge and specifications preferred by..... , against.....

Fraternally,

(Signed)
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Form 9.—Notice of Appeal to Grand Council.

To....., Council, No... , G. S. F.,

The undersigned hereby appeals to the Grand Council from the action of the Council in the matter of charge and specifications preferred by..... , against..... This appeal is taken on the (state grounds of appeal.)

Fraternally,

(Signed)....
 ———

Form 10.—Appeal to the Grand Council.

(Date).....18..

To the Grand Council :

The undersigned, a member of..... Council, No ... , respectfully appeals to your Grand Body, from the action of said Council (state the action from which the appeal is

taken and the grounds upon which it rests. The spec
Your appellant asks that your committee will forward
reverse said proceedings, or grant such other receipt
relief as you may deem the merits of the case
demand.

Fraternally,
(Signature and residence) Form 13.

Form 11.—Certificate accompanying return of Council. You do
as a mem

..... Council, No....., G. S. E. ence you

To the Grand Council : preferred

Inclosed you will receive the return of this g, shall
Council in the matter of the appeal of..... nothing
to your Grand Body. I hereby certify that
the same embraces correct copies of the min- Form 14
utes and papers relating to the case in my tive
possession or in the possession of the Council.

Fraternally,
..... Secretary. To the S

Form 12.—Notice of Grand Secretary to Council. Office of Grand Secretary. This i
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To..... Council, No ...

On the.....day of.....I received from
.....an appeal from the action of your
Council in the matter of (state cause and
appeal.) The papers relating to the appeal
not having been transmitted to me within the
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time specified by law, you are hereby notified
to forward the same within ten days from
the receipt of this notice.

Fraternally,

..... G. Secretary.

Form 13.—To be administered by the Chair-
man of the Committee.

You do sincerely declare upon your honor
as a member of this Fraternity, that the evi-
dence you shall give in this matter of charges
preferred by.....against.....now pend-
ing, shall be the truth, the whole truth, and
nothing but the truth. This you affirm.

Form 14.—To be presented by a Representa-
tive to the Supreme Council with the
Certificate of his election as
Representative.

To the Supreme Council of the G. S. F. :

This is to certify that Brother....., who
is a Past Moderator, has not been suspended
or expelled from this Council since his elec-
tion as Representative to the Supreme Coun-
cil. That he is at this date a Beneficiary
member in good standing of this Council.

..... Moderator,
of..... Council, No....
Town State.

at.....
..... Secretary.

[SEAL]

ATTEST :

Supplies and Regalia.

The following rates will be charged for supplies and regalia, and none will be forwarded unless the order is signed by the Secretary, with the seal of the Council attached, and accompanied by the money:

Seals.....	each,	\$5.00
Rituals.....	each,	1.00
Applications for Membership.....	per 100	1.00
Medical Examiner's Blanks.....	per 100	2.00
Secretary's Record Book.....	each,	1.00
Secretary's Roll Book.....	each,	2.00
Financial Secretary's Cash Book.....	each,	1.00
Financial Sec'y's Assessment Book.....	each,	2.00
Financial Secretary's Ledger.....	each,	1.00
Treasurer's Cash Book.....	each,	1.00
Transfer Cards.....	per doz.	2.50
Drafts on Treasurer.....	per 200.	1.00
Constitutions.....	per 100,	5.00
Receipts for Dues.....	per 200,	1.00
Receipts for Dues, with stub.....	per 500,	3.00
Treasurer's Receipts.....	per 20,	1.00
Dues Notices.....	per 200,	1.00
Assessment Notices.....	per 200,	1.00
Odes.....	per 100,	5.00
Blank Bonds.....	per 100,	3.00
Investigation Blanks.....	per 200,	.50
Notice to Supreme Medical Director.....	per 100,	.50
Ballot Boxes.....	each,	2.00
Gavels.....	each,	.50
Officers' Regalia.....	per set,	18.00
Members' Regalia.....	per doz.	6.50
Representatives to Grand Council.....	each,	2.00

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GRAND COUNCILS.

ARTICLE I.

SECTION 1. When five or more Subordinate Councils exists in a State or Territory, it shall be the duty of the Supreme Moderator (if in his judgment it is for the best interest of the Fraternity) to notify each Council in said State or Territory to prepare an application for a Grand Council in said State or Territory.

SEC. 2. A Grand Council shall be composed of its Officers, Past Grand Moderators and Representatives from Subordinate Councils, each of whom shall be in good standing in some Subordinate Council.

SEC. 3. Past Moderators in good standing shall be admitted to seats in the Grand Council, but without voice or vote.

SEC. 4. Grand Councils shall have power to furnish all Subordinate Councils within their jurisdiction with all their supplies; that is, all books, blanks, regalia, paraphernalia that may be necessary to properly conduct all ceremonies and business; all of which must be procured from the Supreme Council. Grant or revoke charters of Subordinate Councils, and have general supervision over the Fraternity in their respective

jurisdictions in everything except the Beneficiary Fund, which belongs to the jurisdiction of the Supreme Council only.

SEC. 5. The Grand Council shall meet annually on the second Tuesday in April, at such an hour and place as may have been selected by the Grand Moderator. Provided, however, if it becomes impossible or impracticable to meet at the time and place designated, the Grand Moderator shall have power to change the date and place of meeting to such other place and date as he may designate. The date however, shall not be extended beyond the third Tuesday in April.

SEC. 6. Special meetings may be called by the Grand Moderator, upon the written request of five members; and the Grand Secretary shall notify each Subordinate Council as well as all members of the Grand Council.

ARTICLE II.

OFFICERS.

SECTION 1. The elective officers of this Grand Council shall consist of a Moderator, Vice-Moderator, Secretary, Treasurer and Chaplain, all of whom shall be Beneficiary members and shall be elected at the annual meeting in April of each year, for the term of one year. Previous to installation the

Grand Moderator-elect shall appoint a Guide, Assistant Guide, Warden and Sentry. Each Grand Council shall be entitled to one Representative to the Supreme Council for every 500 members or fraction thereof under the jurisdiction of the Grand Council, who shall be elected at the annual meeting in April of each year, for the term of one year.

SEC. 2. This Grand Council shall admit to membership only on the first day of the annual session, provided that in case of vacancy, by death or resignation, in the representation of any Subordinate Council, then the alternate or representative elected to fill said vacancy may be admitted on a subsequent day. The nomination and election of officers shall take place at such time during the annual meeting, as the Grand Council may by resolution provide, and the installation shall take place on the last day of the annual session.

SEC. 3. When there is more than one candidate for the same office, it shall require a majority of all the votes cast to elect, and when there are more than two candidates for the same office, the one receiving the least number of votes in each ballot shall be dropped until an election is had.

QUORUM.

SEC. 4. Seven members shall constitute a

quorum for the transaction of business, but a less number may adjourn to meet at a future specified time.

ARTICLE III.

DUTIES OF OFFICERS.

SECTION 1. The Grand Moderator shall preside at all meetings of the Grand Council, and enforce all the laws and regulations thereof. He shall have power to grant certificates of organization of Subordinate Councils. He shall communicate, or cause to be communicated, the term pass-word to all Subordinate Councils within his jurisdiction. He shall fill all vacancies in the offices of the Grand Council, occasioned by death or otherwise, until an election shall be held for the same. He shall sign all orders on the Grand Treasurer, drawn in accordance with the laws of the Grand Council; and shall sign all documents and papers that may require his signature to make them valid. He shall promulgate the decisions of the Grand Council, attested by the Grand Secretary with the seal of the Grand Council attached.

He may commission any well qualified person to organize Subordinate Councils within his jurisdiction.

He shall appoint a Grand District Deputy for each district established by the Grand Council. When making such appointments

he shall immediately report the same to the Grand Secretary, and all Councils organized by him or his deputies shall be reported to the Supreme Secretary without delay.

He shall submit at each annual meeting of the Grand Council a written report of all his official acts during the recess, and perform such other duties as the laws, rules and regulations of the Fraternity require.

SEC. 2. The Vice-Grand Moderator shall preside in the absence of the Grand Moderator and in the case of the death, resignation or disqualification of the Moderator, he shall discharge such duties until the same shall otherwise be provided for by the Grand Council.

SEC. 3. The Junior Past Grand Moderator shall perform such services as the rules of the Grand Council and ritual may require.

SEC. 4. The Grand Secretary shall keep a correct copy of the proceedings of the Grand Council. He shall read all communications and papers presented to the same, attest all documents requiring his signature. He shall affix the seal of said Council to such papers as need the same to make them valid, and conduct all correspondence with Subordinate Councils; prepare for publication a copy of the proceedings of the Grand Council, and arrange and compile all papers and documents ordered printed or published by said

Council. He shall present at the annual meeting a written report of all matters pertaining to his office during the preceding year.

He shall make out and forward to the Supreme Secretary, by the fifteenth day of February and August of each year, the semi-annual reports, accompanied with the Per Capita Tax due the Supreme Council, and perform such other duties as shall be required of him.

He shall give a bond, with two sureties for the faithful discharge of his duties, in such sum as may be required by vote of the Grand Council.

SEC. 5. The Grand Treasurer shall receive all moneys from the Grand Secretary, giving his receipt therefor. He shall pay all orders drawn in accordance with the laws of the Grand Council, and keep a correct account thereof. He shall also prepare an annual statement of the same for use of the annual meeting. He shall deposit all moneys to the extent of one hundred dollars, in such bank as may be designated by the Grand Council, and perform such other duties as the Grand Council and the usages of the Fraternity may require. He shall give a satisfactory bond for the faithful performance of his duties, and he shall receive such compensation

for his services as the Grand Council shall determine.

SEC. 6. The Grand Chaplain shall perform the religious services of the Grand Council, and all other duties appropriate to his office.

SEC. 7. The Grand Guide shall have charge of the jewels and paraphernalia of the Grand Council, and perform such duties as may be ordered by the Grand Council.

SEC. 8. The Grand Assistant Guide shall aid and assist the Grand Guide, and in his absence shall perform his duties.

SEC. 9. The Grand Warden and Sentry shall perform such duties as may be required of them by the laws, rules and customs of the Fraternity.

SEC. 10. The Grand Council shall divide the State into as many districts as may be deemed advisable, and the Grand Moderator shall appoint a District Deputy Grand Moderator for each district established.

The Deputy must have a watchful eye to the best interest of the Fraternity in his district; he shall have a right to institute new Councils in his district, and not elsewhere, and report his acts to the Grand Moderator; but this shall not be construed as to prevent the Grand Moderator from entering any district for the purpose of instituting a Council of the Fraternity, or of commissioning any well qualified person for that purpose. The Dep-

uty is an executive officer, and is the representative of the Grand Moderator, and is at all times subject to his authority.

SEC. 11. Any Grand Council refusing or neglecting to conform to the laws of the Supreme Council may be suspended or dissolved, as the Supreme Council may decide, after hearing of the charges against it.

SEC. 12. The Grand Council can make by-laws and rules of order for their own government, which must be referred to the Law Committee of the Supreme Council and be approved by them before they can go into effect.

ARTICLE IV.

COMMITTEES.

SECTION 1. At each annual session there shall be appointed by the Grand Moderator the following committees each composed of three persons :

1. Credentials.
2. Appeals and Grievances.
3. Finance.

The Committee on Finance and Appeals and Grievances to continue during the year.

SEC. 2. The Committee on Credentials shall examine the credentials of all representatives to the Grand Council and report the same without delay.

SEC. 3. The Committee on Appeals and

Grievances shall examine all appeals and grievances that may come from Subordinate Councils or individual members thereof, and report the same back to the Grand Moderator.

SEC. 4. The Committee on Finance shall examine and report upon the accounts of the Grand Secretary and Treasurer at each annual session, and the books of the Grand Secretary and Treasurer shall be subject to their inspection at all times.

SEC. 5. Each Subordinate Council sending a representative to the Grand Council shall pay two dollars per diem and mileage, three cents per mile to said representative attending the session of Grand Council.

ARTICLE V.

BONDS.

SECTION 1. The Grand Secretary and Treasurer shall, within five days after their election, each give to the Grand Moderator a bond with two sureties, for the faithful discharge of their duties, in such sum as may be required of each, by vote of the Grand Council.

SEC. 2. The retiring Grand Secretary and Treasurer shall retain possession of all property in their hands belonging to the Grand Council until their successors have qualified.

Said bond to be submitted to and approved by the Finance Committee.

ARTICLE VI.

REVENUE.

SECTION 1. The revenue of a Grand Council shall be derived from the following sources: Subordinate Council Charter, fee of \$3 from each applicant and from the sale of all supplies used by the Fraternity, in its jurisdiction, all of which must be procured from the Supreme Council.

SEC. 2. Grand Councils shall be entitled to receive from each Subordinate Council within its jurisdiction, on or before the 10th day of January and July, a Per Capita Tax on each member on their roll of such sum as may be fixed by the Supreme Council.

SEC. 3. No supplies shall be furnished to any Council indebted to the Grand Council.

ARTICLE VII.

ORDER OF BUSINESS.

SECTION 1. When the presiding officer takes the chair, the officers and members shall take their respective seats, and at the sound of the gavel there shall be general silence.

SEC. 2. The business of the annual meetings shall be taken up daily as follows:

- 1.—Calling Roll of Officers.
- 2.—Calling Roll of Subordinate Councils.
- 3.—Report of Committee on Credentials.
- 4.—Initiation of Representatives.
- 5.—Reading Minutes.
- 6.—Reports of Officers.
- 7.—Reports of Committees in the following order :
 - Finance.
 - Appeals and Grievances.
- 8.—Special Committees.
- 9.—Unfinished Business.
- 10.—New Business.
 - Election of Officers.
- 11.—Closing.

SEC. 3. This Order of Business may be transposed at any time as occasion may require.

Form of Certificate for Representatives from Grand Councils to the Supreme Council.

To the Supreme Council of the G. S. F. :

This is to certify that on the day of 18 Brother ... who is a Past Moderator and at this time a Beneficiary member in good standing, of Council, No at, was duly elected a Representative of the Grand Council of the State of, to the Supreme Council, to

serve for the term of one year from date of his election.

In testimony whereof we hereunto affix our hand and seal of the Grand Council.

[SEAL.]

.....Grand Moderator.

ATTEST:

..... Grand Secretary.

Datedday of..... 18

SUPREME COUNCIL.

ARTICLE I.

NAME.

This body shall be known as the "Supreme Council of the Golden Star Fraternity," with its legal location and headquarters in the city of Newark, County of Essex, State of New Jersey.

ARTICLE II.

POWERS.

SECTION 1. This Supreme Council shall have power to make its own Constitution, laws and rules of discipline, and constitution and general laws for the government of the

whole Fraternity, and its decisions on all matters pertaining to the Fraternity shall be final.

SEC. 2. It shall have power to grant charters or dispensations for Subordinate Councils, and to enact such laws for the creation and organization of Subordinate Councils, and to levy and collect such dues from Subordinate Councils for the support and maintenance of the Supreme Council, and to enforce and collect assessments under such rules and regulations as the constitution and general laws of the Supreme Council may provide.

SEC. 3. No charter shall be granted by the Supreme Council to any Subordinate Council to work in any other but the English language.

ARTICLE III.

TIME AND PLACE OF MEETING.

SECTION 1. This Supreme Council shall meet annually on the second Tuesday in May, at such hour and place as may have been selected by the Executive Committee. Provided, if it becomes impossible or impracticable to meet at the time and place designated, the Supreme Moderator shall have power to change the time and place of meeting to such

other time and place as he may designate. The date, however, shall not be extended beyond the third Tuesday in May.

SEC. 2. Special meetings may be called by the Supreme Moderator, or upon the written request of five members, and the Supreme Secretary shall notify by letter each Grand Council, and also every member of this Supreme Council.

ARTICLE IV.

MEMBERSHIP.

SEC. 1. The Supreme Council shall be composed of its present permanent members, Officers, Past Supreme Moderators and Representatives of Grand and Subordinate Councils during their term of office as such.

SEC. 2. Suspension or forfeiture of right to the Beneficiary Fund in a Subordinate Council for a term exceeding 60 days, shall annul the right to membership in this Supreme Council, and membership thus forfeited may be regained only by application to and a two-thirds vote by ballot of all the members present.

SEC. 3. Representatives to this Supreme Council from Grand or Subordinate Councils shall present with their credentials from Grand Councils, a certificate from their Subordinate Council, that they have not been

suspended from their respective Councils since their election as Representatives to the Supreme Council.

SEC. 4. The Supreme Council shall be the judge as to the election of its own members.

SEC. 5. The Supreme Council may expel any member for misconduct.

SEC. 6. Permanent members absenting themselves from two consecutive annual meetings of the Supreme Council, shall forfeit their membership to the Supreme Council, unless a reasonable written excuse is given.

ARTICLE V.

OFFICERS AND ELECTIONS.

SECTION 1. The elective officers of this Supreme Council shall be a Supreme Moderator, Supreme Vice-Moderator, Supreme Secretary, Supreme Treasurer, Supreme Chaplain, and Supreme Medical Director, who shall be elected annually. Previous to installation, the Supreme Moderator-elect shall appoint a Supreme Guide, Supreme Assistant Guide, Supreme Warden, and Supreme Sentry, to serve one year.

SEC. 2. The nomination and election of officers shall take place at such time during the annual meeting as the Supreme Council may by resolution provide, and the installa-

tion may take place on the last day of the annual session.

SEC. 3. When there is more than one candidate for the same office, it shall require a majority of all votes cast to elect, and when there are more than two candidates for the same office, the one receiving the least number of votes in each ballot shall be dropped until an election is had.

ARTICLE VI.

QUORUM.

SECTION 1. Seven members shall constitute a quorum for the transaction of business, but a less number may adjourn to meet at a future specified time.

ARTICLE VII.

DUTIES OF OFFICERS.

SECTION 1. The Supreme Moderator shall preside at all meetings of the Supreme Council, and enforce all the laws and regulations thereof. He shall have power to grant certificates of organization to Subordinate Councils, and dispensations for special purposes. He shall institute the pass-word, and with the assistance of the Supreme Secretary cause the same to be furnished to all Grand and Subordinate Councils.

He shall install or cause to be installed, all

officers where no Grand Council exists. He shall fill all vacancies in the Supreme Council occasioned by death or otherwise, until an election shall be held for the same. He shall sign all orders on the Supreme Treasurer, drawn in accordance with the provisions of the Supreme Council, and shall sign all documents and papers that may require his signature to make them valid. He shall promulgate the decisions of the Supreme Council, attested by the Secretary, which shall be final and conclusive until changed or reversed by the said Council.

He shall sign all official communications, giving notice of any alterations or amendments to the Constitution or ritual attested by the Supreme Secretary. The Supreme Moderator may commission any well qualified person, a member of the Fraternity, when the State is not under the jurisdiction of a Grand Council, to organize Subordinate Councils. He may appoint Deputy Supreme Moderators to organize Subordinate Councils (where no Grand Council exists), as he may deem advisable. Special Supreme Deputy Moderators may be appointed by him within the jurisdiction of any Grand Council, for any special purpose requiring the personal supervision of the Supreme Moderator. When making such appointments he shall immediately report the same to the Supreme Secre-

tary, and all Councils organized by him or his deputies shall be reported without delay.

He shall submit at each annual meeting of the Supreme Council a written report of all his official acts during the recess and perform such other duties as the laws, rules and regulations of the Fraternity require.

SEC. 2. The Vice-Moderator shall preside in the absence of the Supreme Moderator, and in case of the death, resignation or disqualification of the Moderator he shall discharge such duties until the same shall otherwise be provided for by the Supreme Council.

SEC. 3. The Junior Past Supreme Moderator shall perform such services as the rules of the Supreme Council and ritual may require.

SEC. 4. The Supreme Secretary shall keep a correct copy of the proceedings of the Supreme Council. He shall read all communications and papers presented to the same, attest all documents requiring his signature. He shall affix the seal of said Council to such papers as need the same to make them valid, and conduct all correspondence with Grand and Subordinate Councils and receive all moneys from the same; prepare for publication a copy of the proceedings of the Supreme Council and arrange and compile all papers and documents ordered printed or published by said Council. He shall present

at the annual meeting of the Supreme Council a written report of all matters pertaining to the progress of the same during the preceding year. He shall issue all Beneficiary Certificates on receipt of an application and the Medical Examiner's report, approved by the Supreme Medical Director, and shall send the same to the Secretary of the Subordinate Council from which it was received, as soon as possible, and he shall keep on hand a sufficient quantity of all supplies as may be adopted by the Supreme Council, and furnish the same at such prices as may be decided upon by the same. Immediately upon the reception of a proper notice of a claim upon the Beneficiary Fund he shall, if the proof of loss is approved by the Supreme Medical Director, draw an order upon the Supreme Treasurer for the amount due upon said claim, and forward it to the Secretary of the Council from which the claim is made. If after drawing said draft there shall be a less amount in the Treasury than is required to pay the largest amount guaranteed under the class upon which it is drawn, he shall send immediately to the Financial Secretary of each Council, a list of the benefits paid since the previous assessment, together with a call for the amount of one assessment from the members liable to said assessment, in accordance with such forms as may be adopted by the

Supreme Council. He shall pay over to the Supreme Treasurer all moneys that may come into his possession, taking his receipts therefor, and shall perform such other duties as pertains to his office. He shall furnish such bonds as may be required by the Supreme Council, within five days after his election, and approved by the Finance Committee, and for his services shall receive such compensation as the Supreme Council may determine.

SEC. 5. The Supreme Treasurer shall receive all moneys from the Supreme Secretary, giving his receipt therefor. He shall pay all orders drawn in accordance with the laws of the Supreme Council, and keep a correct account thereof, and render at the end of each month to the Supreme Moderator a full statement of all funds received and dispersed, and the balance on hand in the Beneficiary and General Fund, together with a list of all claims presented and unpaid, or any other liabilities of the Supreme Council, and shall also prepare an annual statement of the same for use of the annual meeting of the Fraternity. He shall deposit all moneys to the extent of one hundred dollars in such bank as may be designated by the Supreme Council, and perform such other duties as the Supreme Council and the usages of the Fraternity may require. He shall give a satisfactory bond for the faithful performance of his

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duties, within five days after his election, and approved by the Finance Committee, and he shall receive such compensation for his services as the Supreme Council shall determine.

SEC. 6. The Supreme Chaplain shall perform the religious services of the Supreme Council and all other duties appropriate to his office.

SEC. 7. The Supreme Guide shall have charge of the jewels and paraphernalia of the Supreme Council, and perform such duties as may be ordered by the Supreme Council.

SEC. 8. The Supreme Assistant Guide shall aid and assist the Supreme Guide, and in his absence shall perform his duties.

SEC. 9. The Supreme Warden and Sentry shall perform such duties as may be required of them by the laws, rules and customs of the Fraternity.

SEC. 10. The Supreme Medical Director shall be a graduate of some regular medical college, a practising physician of good moral character; a Beneficiary member in good standing.

He shall have general supervision of the Medical Department, conduct all correspondence appertaining to his department and perform such other duties as the Supreme Council and the exigencies of his office may require. He shall issue commissions to all medical examiners after satisfactory proof of

their qualification. He shall keep himself apprised of their professional standing and good repute, and shall by and with the consent of the Supreme Moderator, have power to remove them for cause. He shall be empowered to commission duly qualified persons as medical examiners of the Fraternity and to appoint any reputable physician acting examiner when in his judgement the interest of the Fraternity require it, in the organization of new Councils, or in the execution of the work in new territory. He shall have power in special cases to authorize a reputable physician, not a member of the Fraternity, to make examination when it is represented there is a necessity for it. He shall examine and approve, or reject, or return for further investigation all beneficiary applications and accompanying papers; and his approval or non-approval shall be final. All applications as soon as received shall be promptly acted upon and delivered to the Supreme Secretary. A report of the same shall be forwarded to the Secretary of the Council from whence they came, with the seal of the Supreme Medical Director attached. All rejected applications shall be filed in his office. Certificates of death and those of permanent total disability shall be examined by him before the benefit can be paid, and his report thereon shall be made to the Supreme

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Secretary. He shall submit, at each annual meeting of the Supreme Council a written report of his official acts during the recess, with such recommendations as he may have.

SEC. 11. Supreme Deputies shall represent the Supreme Moderator. It shall be the duty of a Supreme Deputy to see that the work is uniform in his territory. He shall install, or cause to be installed, all officers of Subordinate Councils under his charge. After which he shall communicate the semi-annual pass-word to the Moderator of the Council. He shall organize new Councils within his jurisdiction, install the officers, deliver the charter or dispensation, and collect the charter fee. He shall perform such other duties as the Supreme Moderator may from time to time direct. He shall make a full report of all his official acts to the Supreme Moderator in time for him to present it to the Supreme Council at its annual session, and be subject to and report all his acts to the Supreme Moderator.

SEC. 12. The Supreme officers and Supreme Deputies, when instituting Councils shall be entitled to such compensation as the Supreme Council may determine.

ARTICLE IX.

COMMITTEES.

SEC. 1. The Executive Committee shall be

composed of the Supreme Moderator, Supreme Vice-Moderator, Supreme Secretary, Supreme Treasurer, Supreme Medical Director and Chairmen of the Law and Finance Committees. They shall meet monthly or at any time upon the call of the Supreme Moderator.

SEC. 2. They shall have full supervision of the business of the Fraternity while the Supreme Council is not in session, except power to change or annul any Constitutional law, and shall make a written report to the Supreme Council at the annual session.

SEC. 3. They shall have power to make contracts with organizers for the organization of new Councils, and fix the terms and compensation.

SEC. 4. All questions of law submitted to the Supreme Moderator for official construction shall be referred to them and their decision shall be promulgated by the Supreme Moderator and shall be final until approved or rejected by the Supreme Council in annual session.

SEC. 5. All doubtful claims presented to the Supreme Council shall be referred to them and be approved before the same can be paid, settled or adjusted, either in part or in whole, and they shall have power to employ council for advice or defend any action

which may be brought against the Fraternity in the courts.

SEC. 6. All appeals or grievances coming from Grand or Subordinate Councils or individual members thereof, where no Grand Council exists, shall be referred to them, and their decision shall be final, until approved by the Supreme Council.

SEC. 7. At each and every meeting they shall inquire into the condition of the Supreme Treasury, and apprise themselves of all unpaid death or disability claims on hand, and authorize the Supreme Secretary to call one or more assessments during the coming month as may be necessary to pay all claims. All assessments shall be dated and called on the fifth day of the month, and paid by the member on or before the fifth day of the following month, to the Financial Secretary of the Subordinate Council. All assessments from Subordinate Councils shall be forwarded to the Supreme Council on or before the fifteenth day of the following month in which they were called.

SEC. 8. At each annual session there shall be appointed by the Supreme Moderator the following committees, each composed of three persons, to continue during the year :

1. Laws.
2. Secret Work.
3. Finance.

There shall also be appointed at the commencement of the annual session or prior thereto, the following committees to serve during the session only.

1. Credentials.
2. Mileage and Per Diem.

SEC. 9. The Committee on Credentials shall examine the credentials of all representatives to the Supreme Council and report the same without delay.

SEC. 10. The Committee on Laws shall examine and approve, or reject the By-Laws of all Grand and Subordinate Councils and return the same as soon as possible, and By-Laws shall not take effect until so approved. They shall examine all proposed amendments to the Constitution and laws of the Supreme Council, and they shall present a written report to the Supreme Council at each annual session.

SEC. 11. The Committee on Mileage and Per Diem shall make up and present to the Supreme Council on the afternoon session of the last day of each annual or special meeting, pay-rolls, whereon shall be recorded the name, residence, number of miles traveled by the most direct route, and the number of days noted present by each member, and the amount due each member for Mileage and Per Diem.

SEC. 12. The Committee on Secret Work

shall examine all documents referring to the secret work of this Fraternity.

SEC. 13. The Committee on Finance shall examine and report upon the accounts of the Supreme Secretary and Treasurer at each annual session, and the books of the Supreme Secretary and Treasurer shall be subject to their inspection at all times.

ARTICLE X.

MILEAGE AND PER DIEM.

SECTION 1. This Supreme Council shall pay mileage to its members at the rate of three cents per mile each way from the place of residence.

SEC. 2. Per Diem shall be paid each member as the Supreme Council while in session may direct.

ARTICLE XI.

REVENUE.

SECTION 1. The revenue for the Supreme Council shall be :

For Subordinate Council's Charter, fee of \$3 for each charter applicant.

For all Printed Supplies and Regalia.

A Per Capita Tax of such sum per annum for every member not under the jurisdiction of a Grand Council, as may be fixed by the Supreme Council.

A Per Capita Tax of such sum per annum from every Grand Council, for each member under its jurisdiction, as may be fixed by the Supreme Council.

ARTICLE XII.

CHARTERS AND SUPPLIES.

SECTION 1. All applications for charters shall be furnished by the Supreme or Grand Council.

SEC. 2. The Supreme Moderator shall have power to grant dispensations during the recess of the Supreme Council, and to take such measures as may be necessary to institute Subordinate Councils.

SEC. 3. The printing of all charters, rituals, odes, withdrawal cards, certificates, application and medical examiner's blanks, account books, receipts, assessment reports and notices belong to the Supreme Council exclusively, as well as the manufacture and sale of all regalia and paraphernalia used in the Fraternity.

SEC. 4. No Council of this Fraternity shall be instituted in the States of Alabama, Florida, Louisiana, Mississippi, Texas, South Carolina, Georgia and Tennessee.

ARTICLE XIII

SUSPENDED AND DEFUNCT ORGANIZATIONS.

SECTION 1. Any Grand or Subordinate

Council may be suspended or dissolved and its charter revoked by the Supreme Council.

1st. For improper conduct.

2d. For neglecting or refusing to conform to the constitution or laws of the Supreme Council.

3d. For neglecting to hold a regular meeting unless prevented from doing so by some unforeseen circumstance, or when its membership diminishes to less than five in number.

4th. For neglecting or refusing to make its returns or for non-payment of the assessment to the Beneficiary Fund, and of its dues to the Supreme or Grand Council.

But the charter shall not be forfeited in either of the above cases until the Grand or Subordinate Councils shall have been notified of its offence by the Supreme or Grand Secretary, and a suitable opportunity has been given to answer the charge or charges against it.

SEC. 2. To suspend or dissolve a Grand Council a two-thirds vote of all members present, at any regular session of the Supreme Council, or at a special session called for the purpose, shall be required. To suspend or dissolve a Subordinate Council, a two-thirds vote of all the members present at a regular session of the Supreme or Grand Council, or at a special session called for the purpose, shall be required, *provided* that any

Grand Council may be suspended by the Supreme Moderator, during a recess of the Supreme Council whenever the Grand Council shall neglect or refuse to make its returns or pay its dues and indebtedness to the Supreme Council; and if a Grand Council shall fail to comply with the laws within 60 days after its suspension, the Subordinate Councils under its jurisdiction shall immediately come under the exclusive jurisdiction of, and make their reports and remittances to the Supreme Council; and *provided*, also, that any subordinate Council may be suspended, and the members thereof deprived of all benefits from the Beneficiary Fund by the Supreme Moderator, whenever such Subordinate Council shall neglect or refuse to make its returns, or fails to pay its assessments to the Beneficiary Fund, or fails to pay its dues to the Supreme or Grand Councils within the legal time.

SEC. 3. Any Grand or Subordinate Council suspended by the Supreme Moderator may be re-instated by the Supreme Moderator, upon the removal of the cause of suspension, or the Supreme Moderator may, for satisfactory reasons, rescind the order of suspension.

SEC. 4. When the charges are preferred against a Grand or Subordinate Council and it neglects or refuses to answer the same

within 30 days from the date it receives notices of said charges, it may be tried and suspended, or dissolved for contempt.

SEC. 5. Upon notification of the dissolution of a Grand or Subordinate Council, the Supreme or Grand Moderator shall, in person or through a deputy, demand the surrender of the charter, property and effects of such dissolved Grand or Subordinate Council. When a Grand or Subordinate Council is dissolved, it shall be the duty of its last Moderator, or if there is none, of its senior officer, to deliver up the charter, books, funds, emblems, and other property and effects to the Supreme or Grand Moderator, or his deputy, and any officer or member having the custody of any part of said property or effects, refusing to surrender the same, may be forever excluded from membership in this Fraternity, even if their Council is re-instated.

SEC. 6. All funds and effects received by the Supreme or Grand Council, from a dissolved Grand or Subordinate Council, shall be restored in event of its being re-instated, which re-instatement may be done by a majority vote of the Supreme or Grand Council at a stated or special meeting, or during recess, by the Supreme Moderator in case of a dissolution of a Grand Council, or of a Subordinate Council under the exclusive

jurisdiction of the Supreme Council, or the Grand Moderator in case of dissolution of a Subordinate Council, upon the payment of all dues and assessments due at the date of dissolution.

SEC. 7 Members of any suspended or defunct Council, who are in good standing at the time of suspension or dissolution, may be admitted into any other Council, after having applied to and received from the Supreme or Grand Moderator a card signed by the Supreme or Grand Moderator, and countersigned by the Supreme or Grand Secretary, the application for such card must be accompanied with a fee of one dollar, and shall hold good for six months.

SEC. 8. A member of a suspended or defunct Council who by reason of advanced age, or who may be refused or rejected as a member from depositing his or her card in another Council, shall be preserved as a member at large, receiving no sick benefits, but continuing to pay his or her assessments, as if regularly connected with a Subordinate Council to the Supreme Secretary. Upon proper notice from the said officer, and in case of death or disability, the amount of benefits shall be paid as if a member of a Subordinate Council; *provided further*, that each member shall pay as dues to the Supreme Council two dollars a year (in ad-

vance), and he or she shall receive from the Supreme Secretary a receipt or certificate, authorizing the Moderator of any Council to give him or her a pass-word in force during the time which his or her dues are paid. The Supreme Secretary shall keep a roll of all the members at large, and their standing in the Fraternity.

CONSOLIDATION OF COUNCILS.

SEC. 9. The Supreme Moderator or Grand Moderator is empowered to allow, by Dispensation, two or more adjacent Councils, to consolidate and unite their membership and property, dropping the name and number of one of the Councils, and surrendering the corresponding Charter and Seal: *Provided*, the Supreme or Grand moderator shall *first receive petitions* of such consolidation, signed by a majority of the members of each Council, and duly attested by the Seals of the Councils, and if the Councils consolidating do not decide which name and number shall be dropped, the Supreme or Grand Moderator shall decide thereon. Said petition shall show that it is for the best interests of the Order and of the members of these Councils especially, that the said Councils shall be united in one Council: *Provided, further*, that the Councils desiring to consolidate

shall certify in their petitions that they have paid all claims due the Supreme or Grand Councils and transfer all the property to the Council in which they consolidate.

ARTICLE XIV.

ORDER OF BUSINESS.

SECTION 1. When the presiding officer takes the chair, the officers and members shall take their respective seats, and at the sound of the gavel there shall be general silence.

SEC. 2. The business of the annual meeting shall be taken up daily as follows:

- 1.—Calling Roll of Officers.
- 2.—Calling Roll of Grand Councils.
- 3.—Report of Committee on Credentials.
- 4.—Initiation of Representatives.
- 5.—Reading Minutes.
- 6.—Reports of Officers.
- 7.—Reports of Committees in the following order:
 - Finance.
 - Laws.
 - Appeals and Grievances.
 - Mileage and Per Diem.
 - New Business.
 - Secret Work.
- 8.—Reports of Special Committees.
- 9.—Unfinished business.

10.—Calling Rolls of Grand Councils for New Business.

11.—Closing.

SEC. 3. This order of business may be transposed at any time, as occasion may require. All petitions, resolutions and communications from Grand or Subordinate Councils, or from any member of the Fraternity, shall be endorsed by a member of the Supreme Council and presented to the Secretary, who shall without delay read its title or such portion of the paper as may be necessary, when it shall be referred to the appropriate Committee without debate.

ARTICLE XV.

SUPPLIES.

SECTION 1. The printing of all charters, rituals, odes, certificates, account books, roll books, death notices, assessment notices, application blanks, withdrawal cards, constitutions, orders and receipts belong exclusively to the Supreme Council.

SEC. 2. The manufacture of all regalia belong exclusively to the Supreme Council.

SEC. 3. All supplies and regalia must be procured from the Supreme or Grand Secretaries.

SEC. 4. The supplies furnished to a Subordinate Council at its institution shall be:

- 6 Rituals.
- 100 Applications for Membership.
- 50 Medical Examiner's Blanks.
 - 1 Secretary's Book of Records.
 - 1 Secretary's Roll and Registry Book.
 - 1 Treasurer's Cash Book.
 - 1 Financial Secretary's Ledger.
 - 1 Financial Secretary's Cash Book.
 - 1 Financial Secretary's Assessment Book.
- 3 Transfer Cards.
- 1 Order Book on Treasury.
- 50 Constitutions.
- 200 Receipts for Dues.
- 200 Treasurer's Receipts.
- 200 Notices of Dues.
- 50 Odes.
- 25 Blank Bonds.
 - 1 Ballot Box and Balls.
 - 2 Gavels.
 - 1 Trunk.

SEC. 5. Charter members shall pay the sum of \$3 each as a charter fee, which fee shall include a full set of supplies, charter and Beneficiary Certificate.

ARTICLE XVI.

REGALIA.

SECTION 1. A new Council shall provide itself with regalia within six months from date of institution, and it shall not be lawful

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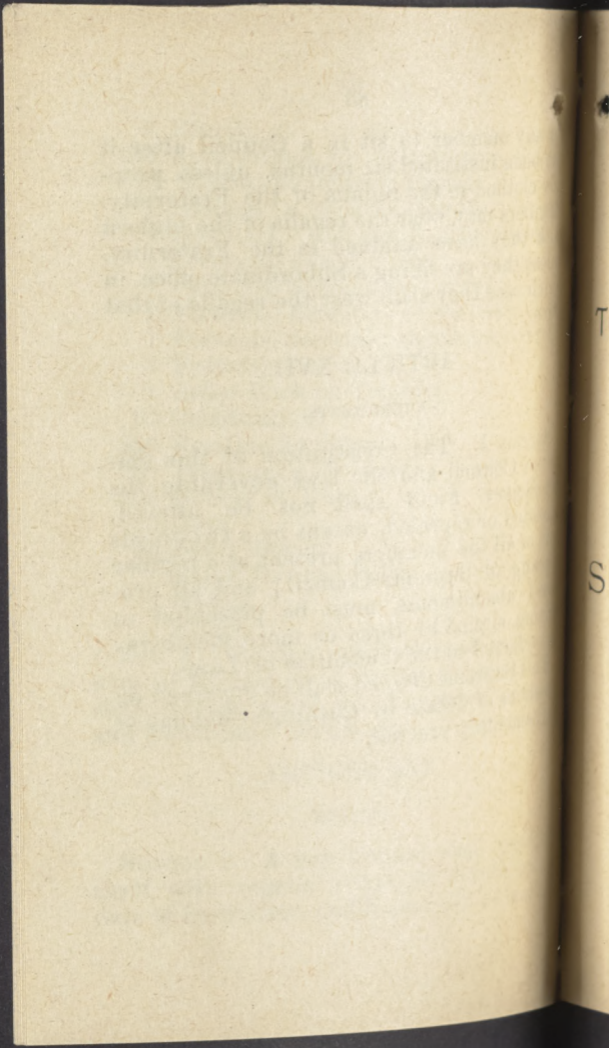
for any member to sit in a Council after it has been instituted six months, unless properly clothed in the regalia of the Fraternity. Members may wear the regalia of the highest rank they have attained in the Fraternity, unless they are filling a Subordinate office, in which case they shall wear the regalia of that office.

ARTICLE XVII.

AMENDMENTS.

SECTION 1. The Constitution of this Supreme Council and the laws governing the Beneficiary Fund shall not be altered, amended or repealed, except by a two-thirds vote of all the members present at a regular meeting of Supreme Council; and all proposed amendments must be presented in writing, signed by three or more members; and referred to the Committee on Laws.

This Supreme Council shall be governed on questions of debate by Cushing's Manual of Parliamentary practice.



AMENDMENTS
TO THE CONSTITUTION

ADOPTED BY THE

SUPREME COUNCIL

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MAY 11, 1894

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AMENDMENTS TO THE CONSTITUTION

Adopted by the Supreme Council May 11, 1894.

SUBORDINATE CONSTITUTION

The word "*Grand*" and all clauses pertaining to the same, eliminated wherever it appears.

The words "*Per Capita Tax*" and all clauses pertaining to the same, eliminated wherever they appear.

The words "*Permanent Disability*" and all clauses pertaining to the same, eliminated wherever they appear.

ARTICLE III, SECTIONS 3 and 4 stricken out, and the following substituted :

On the first stated meeting in January of each year, each subordinate council shall elect representatives to the Supreme Council, as follows : One representative for 100 members or fractional part thereof, and one representative for each additional 100 members, to serve one year, said representative to be paid two dollars per diem for his services by the council sending him.

ARTICLE III, SECTION 8. The officers of the council, if qualified, shall be installed on the first regular meeting in January and July, or as soon thereafter as possible, provided the semi-annual report has been forwarded to the Supreme Secretary, and the receipt for the same is in possession of the council.

When any member who has been elected or appointed to office, failing to be present for installation (unless prevented by sickness or some unavoidable occurrence), the installing officer may declare the office vacant, when another election or appointment shall be ordered forthwith to fill the vacancy. No member shall be installed in an office who is indebted to the council, nor shall the officers be installed until the receipt for the semi-annual report is placed in the hands of the installing officer.

ARTICLE VII, SECTION 5. On receipt of the proper notice of the death of a member, the Supreme Secretary shall draw an order on the Supreme Treasurer in favor of the proper person or persons for the amount of one assessment, not exceeding the amount named in the certificate, and forward the same to the Secretary of the council of which he or she was a member. It shall then be the duty of the Secretary to immediately deliver it to the person or persons entitled to receive it, and to receive in return the beneficiary certificate properly endorsed thereon, which certificate shall be forwarded to the Supreme Secretary.

ARTICLE XII, SECTION 5. Any member who shall willfully or maliciously malign the fraternity or circulate reports detrimental thereto, shall be considered guilty of insubordination, and upon conviction thereof shall be suspended or expelled.

ARTICLE XII, SECTION 6. No circular, resolution or document relating to the ritual, laws or general management of the fraternity, shall be issued or circulated by any subordinate council or member of the fraternity, or be read in or acted upon by any subordinate council, unless the same has been submitted to and approved by the Supreme Moderator.

SUPREME CONSTITUTION.

ARTICLE III, SECTION 1. This Supreme Council shall meet annually on the third Tuesday of May, at such hour and place as may have been selected by the Executive Committee. Provided if it becomes impossible or impracticable to meet at the time and place designated, the Supreme Moderator shall have power to change the time and place of meeting to such other time and place as he may designate. The date, however, shall not be extended beyond the fourth Tuesday of May.

ARTICLE IV, SECTION 1. The Supreme Council shall be composed of its present permanent members, officers, Past Supreme Moderators, and representatives elected by subordinate councils in the following ratio: One representative for 100 members or fractional part thereof of each council, and one representative for each additional 100 members.

ARTICLE IX, SECTION 1. The Executive Committee shall be composed of the Supreme Moderator, Supreme Vice-Moderator, Supreme Secretary, Supreme Treasurer, Supreme Medical Director, and the Finance and Law Committees. They shall meet monthly or at any time upon the call of the Supreme Moderator.

ARTICLE IX, SECTION 8. At each and every monthly meeting of the Executive Committee they shall learn the condition of the General Fund, and when necessary for the propagation of the fraternity or to meet current expenses, they shall call for an assesement of 50 cents from each member of the fraternity for the general fund account, said assessments not to exceed two (2) per annum, and to be called and paid in the same manner as death assessments, and subject to the same penalties.

ARTICLE X, SECTION 2. Per diem shall be paid to each representative of subordinate councils to the Supreme Council by the subordinate council sending such representative, such per diem as said subordinate council may determine. All other members of the Supreme Council shall be paid by said Supreme Council per diem while in session, as said Supreme Council may decide.



