

DISTRICT COURT,
Fifteenth Judicial District.

-V3-

The Brotherhood of Railroad Trainmen,
a corporation, - - - - - Defendants.

SUMMONS.

You are hereby summoned and required to answer the complaint of the plaintiff in the above entitled action, a copy of which complaint is hereto attached and herewith served upon you, and to serve a copy of your answer thereto upon the subscriber at his office in the City of Bemidji, said County and State, within Twenty (20) days from the service of this summons upon you, exclusive of the day of such service, and

If you fail to answer the said complaint within the time aforesaid, the plaintiff in this action will take judgment against you in the sum of Fifteen hundred (\$1500.00) Dollars, with interest thereon at the rate of six (6) per cent per annum from the 15th day of April, 1914, together with the costs and the disbursements of this action.

Attorneys for Plaintiff,
Bemidji, Minnesota.

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STATE OF MINNESOTA,
County of Beltrami.

District court,
Fifteenth Judicial District.

Ella Sines, - - - - -Plaintiff, }

-VS- }

The Brotherhood of Railroad Trainmen,
a corporation, }

Defendants. }

COMPLAINT.

The plaintiff, for a cause of action against the defendant, alleges:

1. That long prior to the dates hereinafter stated, One James M. Sines was duly elected and admitted as a beneficiary to the Order of The Brotherhood of Railroad Trainmen, and continued as such member for a long period of time, and that at such time, and prior to being elected as a member of said Brotherhood of Railroad Trainmen, the said James M. Sines furnished the defendant with an application and other writings stating his age, residence, etc., during all of which time and up until the commencement of this action, the plaintiff had said application and record of the age, residence, and all things pertaining thereto of the said James M. Sines; that thereafter the said James M. Sines became delinquent in his dues and was suspended from the said Brotherhood of Railroad Trainmen.

2. That long prior to the month of April, 1914, hereinafter mentioned, said defendant, through his agents and servants, repeatedly solicited the said James M. Sines to join the Order of Brotherhood of Railroad Trainmen, and to be re-instated. That the said James M. Sines could neither read nor write, and that said defendant furnished an application to him which was all filled out, and the contents not made known to the said James M. Sines, except that he was told that it was an applica-

tion for membership, and the said James M. Sines then and there signed the same.

3. That in the month of April, 1914, James M. Sines, hereinafter referred to, died, and that for a long time prior to his death he was duly elected and admitted as a beneficiary member of the Order of the Brotherhood of Railroad Trainmen and continued as such member in good standing and was entitled to the benefits and privileges appertaining to such membership and at all times did and performed all duties and things incumbent upon him to do and perform as such beneficiary member and at all times promptly paid all dues and assessments as provided in and by the laws, rules and regulations of the defendant, and has otherwise complied with all the requirements of said defendant, both before and after being admitted to membership.

4. That pursuant to the rules and regulations of said defendant and in consideration of the payment to the defendant by the said James M. Sines of all moneys and assessments required and demanded by the defendant, the defendant duly issued, executed and delivered to the said James M. Sines a certificate of insurance and membership to its Order wherein and whereby he became and was entitled to all the rights and privileges of membership and to the payment of a sum of Fifteen hundred (\$1,500.00) Dollars, and in case of death said sum to be paid to his wife, Ella Sines, the plaintiff herein, which said certificate among other things, contains the following clauses:

"WITNESSETH: That Brother James M. Sines, a member of Bemidji Lodge No. 820 of said Brotherhood, is entitled to all the rights, privileges and benefits of membership, and to participate in the beneficiary department in Class "C" of said Brotherhood to the amount set forth in the Constitution thereof, which amount in the event of his total and permanent disability, as defined in Section No. 68 of the Constitution, shall be paid to him or at his death shall

be paid to Ella Sines, his wife, if living; if not, to the executor or administrator of said member's estate in trust, however, for, and to be forthwith paid over to his heirs at law, and the amount to be paid hereunder shall become due only upon the presentment of proper proofs of the death of the assured, and the legal right of such executor or administrator to receive the same, such proofs to be made in accordance with the Constitution and General Rules of the Brotherhood."

5. That Section 67 of the Constitution of said defendant, among other things, provides:

"Upon the death of a beneficiary member in good standing, the beneficiary or beneficiaries named in the certificate, if living (except as otherwise provided in Sections 62 and 63), shall be entitled to receive from the beneficiary fund the full amount of the class in which the certificate was issued."

That Section 60 of said Constitution among other things, provides:

"There shall be four classes of beneficiary certificates, namely, Class A. \$550, Class B. \$1,100, Class C, \$1,500, and Class D. \$2,000. Each class shall be evidenced by a beneficiary certificate to be issued under the hands of the President and General Secretary and Treasurer, and in the name and under the seal of the Grand Lodge. Each certificate shall show in which class it is issued, and provide for the payment, in accordance with this Constitution, of the full amount of such class upon the death of the member insured therein, or upon his becoming totally and permanently disabled within the meaning of Section 68."

6. That Bemidji Lodge No. 820, as plaintiff is informed and verily believes, is a subordinate body existing under and created by the defendant, Grand Lodge of Brotherhoods of Railroad

Trainmen.

7. That immediately upon the execution and delivery of said certificates as aforesaid, the same was duly accepted by the said James. M. Sines, who, for several years subsequent to the issuance of the same, and up until the date of his death, paid all dues and assessments and complied with all the rules, regulations, and requirements of the said Order and did and performed all things in the premises incumbent upon him to do and perform.

8. That within a reasonable time after the date of the death of said James. M. Sines, pursuant to the rules and regulations of the defendant and the Order of the Brotherhood of Railroad Trainmen, the plaintiff duly furnished to the defendant proof of the death of said James M. Sines, and thereupon duly demanded and caused to be demanded of the defendant, the payment of the said sum of Fifteen hundred (\$1500.00) Dollars, but notwithstanding said demand, the defendant has failed and refused to pay the said sum of any part thereof.

9. That within the time prescribed by law, an action was duly instituted in the above named Court to enforce the payment of the amount due under said policy, and that such proceedings were had that when said case was brought before Court for trial, the defendant had in its possession that certain application heretofore made by the said James M. Sines, but failed to produce the same, and that thereupon by agreement of the parties hereto, the plaintiff dismissed said suit with the understanding that the same might be commenced again.

10. That the plaintiff is the widow of the said James M. Sines, and the person named as beneficiary in said certificate of insurance.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of Fifteen hundred (\$1500.00) Dollars, with interest thereon at the rate of six (6) per cent per annum from the

15th day of April, 1914, together with the costs and disbursements
of this action.

John H. Gibbons
ATTORNEYS FOR PLAINTIFF,
Bemidji, Minnesota.

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