

BY - LAWS

Of the Farmers' Mutual Insurance Company of Griggs County, Dak.

§1. Name of Corporation, Farmers Mutual Insurance Company of Griggs County, Dakota.

§2. Nine directors shall constitute the executive head of this corporation, and shall be elected by ballot at the annual meeting thereof.

§3. The directors so elected shall meet within ten days after said election, and choose from their number, for the ensuing year, one President, one vice-President, one Secretary, and one Treasurer, who shall hold their offices for one year, or until their successors shall have been elected and qualified. Five out of the nine directors shall constitute a quorum.

§4. If any of said directors so elected shall fail to qualify within ten days after his election to office, or a vacancy from other cause shall occur during the year, said office shall be declared vacant, and it shall be the duty of the balance of the directors to fill said vacancy by appointing any member of the corporation to fill the vacancy. Said directors shall each receive \$12 per annum for their services as directors of this corporation.

§5. All persons elected to office in this corporation shall, before they enter upon the duties of their respective offices, take and subscribe the following oath, or affirmation, before a Notary Public or a Justice of the Peace, and file the same in the office of the Secretary of the Farmers' Mutual Insurance Company of Griggs County, Dakota.

"I do solemnly swear that I will support the Constitution of the United States, and the Constitution and By-Laws of the Farmers' Mutual Insurance Company of Griggs County, Dakota, and that I will faithfully discharge the duties of the office of \_\_\_\_\_ according to the best of my ability, so help me God."

§6. The President shall preside at all meetings of the Farmers' Mutual Insurance Company of Dakota, and at all special meetings of its Board of Directors, and enforce all the laws thereof. He shall sign all orders drawn on the Treasurer, when he is presiding. He shall execute all deeds, or other instruments to which the Farmers' Mutual Insurance company is a party for, and on its behalf, by signing his name thereto as president, and perform such other duties as may be required of him by the directors. Before entering upon the duties of his office he shall give such bond as the Board of Directors may determine; to be not less than \$200.

§7. Duties of Vice-President—The vice-President shall perform all duties, and be vested with all the powers of the President, whenever the President omits, neglects, refuses, or on account of absence, sickness, disqualification or death, he is unable to perform any of the duties of said office. He shall give a bond in the same manner as the President.

§8. The Secretary shall keep a journal of the proceedings of the Farmers Mutual Insurance Company of Griggs County, Dakota, at its annual meeting. He shall record all the proceedings of its Board of Directors, and shall have charge of, and keep on file in his office all records, books, and papers relating or belonging to this Corporation, and shall produce and read the same whenever required to do so by the presiding officer, or these By-Laws. He shall, before each annual meeting of this corporation, make out a complete statement of the condition of all the affairs of said corporation, and present it at said annual meeting. He shall keep a register of all policies, showing names assured, number of policy, amount of premium notes received, and description of property insured, and amount thereof. Upon the issuance of a policy the secretary shall turn over the premium note to the Treasurer, and take his receipt therefor. If he has any doubts in regard to the validity of an application he shall ask the advice of the President and vice-President, and these three officers shall have power either to accept or reject any application. He shall use his utmost diligence and care that no policy be issued until he has received good and sufficient security for the payment of the premium note given by the applicant. In case of loss he shall notify the adjusters of their appointment by the Directors. He shall apportion the total amount to be assessed. He shall notify each member of his or her assessment, and perform such other duties as may properly pertain to his office. He is authorized to collect \$1 for each policy issued by him, which shall be his compensation for services as Secretary, and shall give such bond as the Board of Directors may determine, to be not less than \$500.

§9. The Treasurer shall safely keep all cash and notes received by him, and shall make no payments, except on a written order signed by the President and countersigned by the Secretary, and shall give such bond as the Board of Directors may determine, to be not less than \$5,000.

§10. All policies, or contracts, for protection from loss, in this corporation, shall be signed by the President, and countersigned by the Secretary.

§11. No policy shall be issued except on the written application of the party desiring insurance, nor until such party has paid the membership fees, and policy fees, hereinafter required, and given his premium note with security, to be approved by the Secretary.

§12. The rate of insurance herein for protection against hail shall be 3 cents per bushel for wheat insured, not to exceed 20 bushels per acre; 2 cents per bushel for barley insured, not to exceed 30 bushels per acre, 1 1/2 cents per bushel for oats insured, not to exceed 40 bushels per acre. Peas shall, in all cases, rate the same as wheat, and the applicant shall at the time the application is given, pay to the Secretary, unless he has previously paid, \$1 as membership fees and \$1 as policy fees, and shall give his or her note, with security, to be approved by the Secretary, and on the form used by this corporation for the premium, which note shall be due and payable, as therein expressed, on the first day of November following the date of the policy.

§13. At the time of issuing the policy the Secretary is hereby authorized, and it is made his duty to add to the premium note, given by the applicant, 1 1/2 cents per acre insured, for the purpose of making provision for the payment of the necessary expenses of this corporation.

§14. All policies shall take effect at 12 o'clock noon, on the day succeeding the one on which the Secretary received the application, unless prior to that time the Secretary deposits in the postoffice at Cooperstown, Dakota, directed to the applicant, as shown by his address on the application, a notice stating that such application is rejected, or presented to the President and vice-President for them to act upon.

§15. Whenever the President, vice-President, and Secretary, as a committee, is called upon to either accept or reject an application, it is made their duty to render decision within three days after the time the Secretary received the application, and the Secretary shall at once transmit the same to the applicant, in writing.

§16. In case the application is rejected the cash advanced shall not be returned over by the Secretary to the Treasurer, but shall be retained by the Secretary, subject to the order of the applicant.

§17. In case of loss or damage under any policy issued by this corporation, the insured shall notify the Secretary, in writing, within five days thereafter.

§18. Within five days after the receipt of notice of a loss the Secretary shall at once call a meeting of the directors, who shall appoint three adjusters, who shall at once proceed to examine the premises, and determine the amount of loss, if the same can at that time be reasonably ascertained; and all losses by hail shall be definitely ascertained and fixed on or prior to October 1st of each year.

§19. Each adjuster so appointed by the Board of Directors shall receive \$2 a day for each day he is actually and necessarily engaged in adjusting losses, and \$2 a day shall be paid for one team used by the adjusters.

§20. In fixing the amount of damages sustained under any policy the adjuster shall receive any statement, under oath or otherwise, that the insured may desire to make, and shall in all respects use their best efforts to ascertain the exact net loss suffered by the insured, and the loss so ascertained shall be paid at the rate of 35 cents per bushel for wheat insured; 23 cents per bushel for barley insured, and 17 1/2 cents per bushel for oats insured.

§21. In case of loss, or damage, by hail, fire, lightning, or tornado, under any policy issued by this corporation, the pro rata share of the assessment shall first be deducted before such loss is paid in full.

§22. As soon as all losses are fixed by the adjusters they shall, in writing, report the same to the Secretary, who shall make a pro rata assessment against the premium notes received by the corporation for an amount sufficient to pay all such losses, and the Directors shall, at the same time notify the Secretary of the amount of money (if any) required to cover the running expenses of the corporation, and direct said officer to make an additional assessment sufficient to pay the expenses, but in no case shall the assessment for expense account exceed 1 1/2 cents per acre.

§23. It shall be the duty of the Secretary, as soon as such written notice is received, to proceed forthwith to make necessary assessment, and notify each policy holder, in writing, of the amount he or she is required to pay.

§24. If any policy holder shall fail to pay the amount assessed against him for loss or damage by hail, on or prior to November 1st following, it is hereby made the duty of said Directors forthwith to enforce payment in any legal manner.

§25. Payment of assessments shall be made to the Treasurer, or his Deputy, and upon the presentation to the Treasurer of the Secretary's written notice of assessment, and payment to him of the amount therein specified, the Treasurer is authorized to deliver up, and in the name of the directors to satisfy any mortgage that may have been given to secure said note.

§26. All losses by hail, as adjusted by the adjusters, shall be satisfied by this corporation on or prior to November 15th following, provided a sufficient sum has been realized from assessments to make such payments; and if a sufficient amount has not been realized on said November 15, in each year, then the said Directors shall make a pro rata payment of losses on that day, and they shall continue to make pro rata payments on said losses as funds may be received, until such losses are fully paid, or such premium notes are exhausted.

§27. This corporation shall not take insurance against fire, lightning, and tornado, on other property than farm property.

§28. On real property, household furniture, grain in stack or in granary, and farm implements, this corporation will only give insurance to the amount of two-thirds the actual value of the property, and if the Secretary has any doubts in regard to the applicant's statement he shall, in all cases, request the applicant to verify his statement by oath, taken before proper authority. If it can be proven that the insured has wilfully made a misrepresentation of his or her property, for the purpose of obtaining insurance in this corporation, no damage, in part or in full, shall be paid to the insured.

§29. In case of partial loss, wherein the adjusters and the insured fail to agree about the actual damage by fire, lightning, or tornado, to buildings, household furniture, and implements, this corporation hereby reserves the right to replace or repair the property damaged.

§30. The insurance on horses and mules, over two years old, is limited to \$100, each.

§31. The insurance on colts, under two years old, and working oxen, is limited to \$50, each.

§32. The insurance on all cattle, over two years old, except working oxen, is limited to \$90, each.

§33. The insurance on cattle, under

two years, and swine, is limited to \$10, each.

§34. The insurance on sheep is limited to \$4, each.

§35. This corporation does not, under any circumstances, insure any property against prairie fires.

§36. By prairie fires is understood fires originating on the ground outside a limit of 200 feet from the property insured.

§37. Live stock is insured on or off the premises.

§38. If the insured fail to pay his assessments for losses by fire, lightning, and tornado, on or before thirty days after he receives the Secretary's notice of assessment, it is hereby made the duty of the Directors to enforce collection.

§39. All losses by fire, lightning and tornado, as adjusted by the adjusters, shall be satisfied by this corporation on or before 60 days from the date of loss.

§40. This corporation does not accept insurance on any dwelling, nor pay any losses thereon, where the stove pipe goes through any wood work, unless said wood work is protected by a metal ventilator (thimble) or a space of at least two inches is maintained between the wood work and the pipe, and the pipe kept stationary by a piece of sheet iron, or tin; nor does this corporation pay any loss where a stove pipe passes through the roof, unless a space of at least three inches is maintained between the roof (wood work) and the pipe, and the pipe kept stationary by a sheet iron saddle or cap.

§41. In the application for insurance against fire, lightning, and tornado, shall be inserted an undertaking in which the applicant binds himself, or his heirs and assigns, to pay his pro rata share of the assessments, and give the property insured as security for the faithful performance thereof. The insured shall, at the time said insurance is applied for, pay to the Secretary (unless previously paid) \$1 as membership fees, and \$1 as policy fees.

§42. Policies can be issued for any length of time, not to exceed five years.

§43. This corporation shall have one annual meeting, each year; which meeting shall be held on the first Tuesday in January, and all members are requested to be present at this meeting.

§44. It is distinctly understood that notes given for insurance against fire, lightning, and tornado, cannot be assessed to pay loss or damage by hail, nor can notes given for insurance against hail be assessed to pay losses by fire, lightning, and tornado.

§45. These By-Laws shall form a part and parcel of every contract of insurance issued by this corporation, and any party accepting and receiving insurance from said corporation shall be held to have fully accepted and subscribed to these By-Laws.

NOTICE OF FINAL PROOF—Land Office at Fargo, D. T., Mch. 13, 1886.

Notice is hereby given that the following named administrator has filed notice of his intention to make final proof in support of the claim and secure final entry thereof on the 30th day of April, 1886, viz: Peter A. Nelson, administrator of the estate of Christian G. Nelson, deceased, who filed D. S. No. 14,380, during his life time for the south west quarter (sw 1/4) of sec. 32, 1p. 14n, r. 58w, and names the following as his witnesses, viz: Benjamin B. Brown, Peder A. Melgard, John O. Oie, Carl Skarie, all of Cooperstown, Griggs county, D. T.

The testimony of witnesses to be taken before J. N. Jorgensen, clerk of the district court, at Cooperstown, Griggs county, D. T., on the 27th day of April, A. D. 1886, at his office.

And that of said administrator before Hon. Register or Receiver of U. S. Land office, at Fargo, Dak., on April 30, 1886.

HORACE AUSTIN, Register.

Wm. Glass, att'y. 9-14

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