

**BURIAL ASSOCIATION  
QUESTION ANSWERED**

The question of burial associations, their legality and sound protection, has been asked me several times within the last week, so to give the general public as well as the few that have interviewed me the benefit of my opinion and the facts as they have been revealed by the legal department of the oldest trade journal, published in the interest of our profession, I am having published an article, edited by Mr. Seabury Quinn, LLM as it appears in the issue of the "Casket and Sunnyside," of January 1st, 1925.

Please do not regard this article to mean that I would in any way interfere with your privilege to buy whatever you wish, or from whom you please, but I will say this, that there is at the present time, four or five representatives, or as many sound insurance companies, operating in this section, who are licensed by the State of North Carolina to sell insurance, and are bonded for the performance of their duty, and to my own knowledge are very prompt in the settlement of their claims, and it seems to me that this kind of insurance would be more desirable, and possibly cheaper in the end.

**"SECTION I.**

**"208. BURIAL ASSOCIATIONS: GENERAL**—Knowing of the inborn horror with which mankind, particularly the very poor, regards the Potter's Field, certain ingenious gentlemen have, from time to time, endeavored to coin this aversion into dollars by the organization of burial associations, funeral benefit societies, and similar schemes, all of which have as their objective (though concealed with more or less astuteness) the lining of the organizers' pockets and the spoliation of the organizations' members.

**"209. NOT FAVORED BY THE LAW**—The attitude of the law toward societies of this kind has always been extremely hostile, and they have usually been stamped out as quickly as organized.

**"210. GROUNDS OF ILLEGALITY**—These burial associations are, generally speaking, held to be illegal for the following reasons:

**"210a. NO GUARANTY OF PERMANENCY**—They operate as insurance organizations without giving

the insured the protection of a regular organized company. The cost of the members' funerals is defrayed by mutual subscriptions, but no fund is maintained as a cash reserve to insure the performance of the association's contracts. Then, too, the organization is so loosely formed that there is no legal way of enforcing performance of its agreements. Lacking stability as they do, there is no guarantee that a member may not pay his dues and assessments regularly for years, only to have the association discontinue operation, thus leaving him with nothing to show for the money he has contributed during his membership, and with no more guarantee against a "Charity funeral" (that terrible specter of the submerged tenth) than when he commended to contribute.

**"210b. LACK OF INSURABLE INTEREST BY BENEFICIARIES.**

The real beneficiary of such an organization as this is the undertaker who has been designated to furnish the funerals for the association. Under the law, the beneficiary of a policy of insurance must be possessed of an insurable interest in the thing insured. A person is said to have an insurable interest in the life of another when he will gain by the latter's remaining alive and lose by his death. It is very apparent that the undertaker has, under such a policy as is written by one of these associations the exact opposite of an insurable interest in the member's life, since he will lose by the latter's remaining alive and gain by his death.

**"210c. PREVENT EXERCISE OF SURVIVORS' DISCRETION.**—Another objection to such an agreement is that while it provides, in effect, for the payment of a stipulated sum to defray funeral expenses, in reality it binds the survivors of the deceased to employ a given undertaker, thus limiting their inherent right to attempt to secure the greatest service at the best price by buying in open market.

**"210d. GREAT TEMPTATION FOR INFERIOR SERVICE.**—Finally, such associations have, for their real object the enrichment of the undertaker who is the moving factor of the organization, and the temptation to render inferior service in such cases is so very strong that the law, realizing the weakness of finite human nature, will not permit it to be offered.

**"211. DO NOT COMPLY WITH**

**INSURANCE LAWS.** Practically every state has laws regulating the conduct of insurance enterprises, which provide for a stipulated cash reserve, proper registration of risks assumed by the company, the amount of claims which have been paid, the liabilities due or to become due, etc., and these associations, organized and conducted for personal gain, without thought of the welfare of their membership, are unable to comply with the requirements of these regulations. On this ground they have been refused the right to operate in a number of states, notably Kansas, Ohio, and Indiana.

**"212. The case of Indiana vs. Willett** is a typical one. Willett was prosecuted for having sold insurance against the laws of the state of Indiana. It appeared that an organization known as the Greenfield Mutual Burial Association was contracting to furnish its members at death, with the specific benefit of seventy-five dollars for application to funeral services. This sum was raised by a system of mutual contributions from the association's members, and a person belonging to the society was entitled to it whether he had paid one assessment or a thousand.

**"212a. In case of the death of an adult member as assessment of eleven cents was made, in case of a child's death, if the child were under the age of five years, five cents. The by-laws of the association provided, in part:**

"The benefits provided herein are for the purpose of furnishing respectable funeral and burial services for deceased members, and the benefits provided are to be paid to the undertaker furnishing such services and not to surviving relatives and friends as death benefits. It is agreed that the goods for said funerals shall be furnished and services rendered by C. W. Morrison and Son, their heirs and assigns, and they are hereby designated the official undertakers of this association."

**"212b. Commenting on the scheme, the court speaking through Mr. Justice Hadley, said:**

"It is plain that the contracting parties intended to make Morrison and Son the sole beneficiary. Under the by-laws the insured is not entitled to withdraw profits, or to receive dividends, or sick, or other benefits. He is not even entitled to revoke the appointment of his undertakers, and commit that duty to his relatives and friends . . . It is argued that the

undertakers will take no benefit; that they will return the money's worth to the deceased. In answer it may be said that they may at least take the contractor's profit, which, under the by-laws, is left to their unbridled greed.

"Some of the details of the plan as outlined by the by-laws are veiled—some of the provisions are unreasonable, some unguarded, and others indefinite and tend to expose the concern to the suspicion that the whole system is, in real design, but the scheme of an undertaker to promote his private business, largely at the expense of people of small means."

W. E. ADAIR.

Beaufort, N. C.  
August 17, 1932.

**NOTICE.**

The Parent Teacher's Association of Beaufort, and all persons interested in welfare work are requested to meet in the Sunday School room of Ann Street Methodist Church Friday evening. Meeting will open promptly at 8:15 and will be of interest to all. There are vital problems to be discussed and plans made for meeting them. 8:15, Friday evening, Methodist Church.

Lena Duncan,  
Chairman.

A total of 2,472 hogs with a smoke-house value of \$35,000.00 have been vaccinated against hog cholera for farmers in Columbus County during the past month by County Agent J. P. Quinerly. There was an average of nine hogs on each of the 273 farms visited.

Borah won't support Mr. Hoover "on the platform," but no doubt he will as usual in the stump.

**Makes It Bad.**

Jacoby: What makes you so down-cast?

Cuthbert: I've lost that blonde stenographer's address you gave me.

Jacoby: Why, silly, I can give it to you again.

Cuthbert: Yes, but I think my wife took it out of my pocket.

**PLAN CROP ROTATIONS TO INCREASE SOIL FERTILITY**

By F. H. Jeter  
RALEIGH, Aug. 15—A well plan-

ned rotation system will include those crops best adapted to soil and climatic conditions together with at least one legume crop to be under each year.

"This legume will not only add nitrogen to the soil but will also furnish much of the necessary organic matter," says C. B. Williams, head of the department of agronomy at State College. "The crops selected should fit in with the farm organization and should also give a fairly uniform distribution of labor throughout the year."

Mr. Williams states that such crops as rye, used in the rotations, will also add to the organic matter but will not add nitrogen or other plant nutrients to the soil as will soybeans, cowpeas, crimson clover or other legumes.

Three-year rotation experiments conducted for the past nine years on Norfolk sandy loam soil in the Coastal Plain section and on the Cecil

clay loam soil in the Piedmont section show a heavy increase in crop production where a legume was plowed under each year and where the regular fertilizer applications were made.

Corn was used as the principal crop in both sections with cowpeas as the legume. The percentage of increase for corn was 128 in the coastal plain area and 156 in the piedmont area. Cotton followed by crimson clover as the legume was grown as the main crop in the second year on the coastal soil and showed an increase in production of 22.8 per cent. On the piedmont soil, wheat followed by red clover was grown as the second rotation. This crop showed an increase of 71.4 percent.

If soils are to be kept in the best condition for profitable crop production a rotation system must be planned which puts back into the soil all the plant food removed by the growing crop," says Mr. Williams.

**Announcement**

We wish to announce that we have opened a Produce and Brokerage business in the store formerly occupied by F. F. Longest near Texaco Filling Station on Ann Street.

**Carteret Produce Co.**

S. A. Thomas

T. T. Potter

**BUSINESS IS BETTER**

PRICES OF CORN, COTTON, TOBACCO, WHEAT, CATTLE, HOGS AND OTHER COMMODITIES ARE GOING UP. STOCKS AND BONDS HAVE MADE GOOD GAINS. MANY FACTORIES THAT HAVE BEEN CLOSED DOWN, OR RUNNING SHORT TIME, ARE NOW RUNNING FULL TIME PEOPLE ARE FEELING BETTER AND ARE BEGINNING TO THINK THAT MAYBE THEY ARE NOT ALL GOING TO THE DICKENS AFTER ALL.

BY PRINTING NEWS OF IMPROVED CONDITIONS THE NEWSPAPERS ARE DOING A GREAT DEAL OF GOOD. NEWSPAPER PUBLISHERS HAVE HAD JUST AS HARD A TIME AS ANYBODY AND THEY WANT TO SEE BETTER TIMES. A NEWSPAPER THAT IS CONDUCTED ON THE RIGHT LINES CAN BE OF GREAT BENEFIT TO ITS COMMUNITY. A GOOD NEWSPAPER IS ONE OF THE BEST ASSETS THAT ANY PLACE CAN HAVE. THOSE WHO SUBSCRIBE FOR THEIR LOCAL NEWSPAPER OR BUY IT AT THE NEWSTANDS OR FROM NEWSBOYS ARE HELPING THEIR COMMUNITIES AND THEMSELVES.

THE BEAUFORT NEWS HAS ALWAYS TRIED TO ADVANCE THE INTERESTS OF THE PEOPLE NOT ONLY OF BEAUFORT BUT OF ALL CARTERET COUNTY. IT SHALL CONTINUE TO DO THIS AND HOPES TO HAVE THE SUPPORT OF A LARGE MAJORITY OF THE PEOPLE. THE MORE SUCH SUPPORT WE RECEIVE THE BETTER WE CAN SERVE YOU. LET US CO-OPERATE AND STRIVE FOR THE UPBUILDING OF CARTERET COUNTY IN EVERY WAY POSSIBLE.

**The Beaufort News**