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PART TWO

T E V Y N E

DALIS ANTRA

SUSIVIENIJIMO LIETUVIŲ AMERIKOJE ORGANAS

CONSTITUTION OF THE Lithuanian Alliance of America (Susivienijimas Lietuvių Amerikoje)

FOREWORD

The Committee on Laws of the Lithuanian Alliance of America, elected at the 36th Convention at Chicago, Illinois, begs to submit herewith to the Supreme Assembly of the Lithuanian Alliance of America at its next biennial Convention, to be held in Pittsburgh, Pennsylvania, for its consideration and adoption, the following amended Constitution, Laws and Regulations for the guidance of its Officers, Lodges and Members.

Fraternally,

Committee on Laws
PIUS W. BIERSTEIN,
JOHN S. LOPATTO,
JOHN B. BORDEN.

NAME

This association shall be known under the name and title of the LITHUANIAN ALLIANCE OF AMERICA.

ARTICLE 1. OBJECT

The object of the Lithuanian Alliance of America shall be to cultivate the spirit of fraternalism and to practice the principles of benevolence and charity; to provide material aid and assistance to its sick, disabled or aged members and to the widows and orphans of its deceased members or their dependents; to advance the intellectual, moral, social and economic standing of its members and to encourage and promote education among the people of Lithuanian nationality or descent by publishing and distributing educational literature, by arranging lectures, by awarding scholarships to its members and their children, and by any other proper means and ways; to maintain and encourage loyalty to the United States of America and to commemorate notable events and achievements in the history of America and the Lithuanian nationality; to provide and maintain a mortuary fund for the payment of death benefits to the beneficiaries of the deceased members, a sick benefit fund for the payment of disability and sick benefits to its members, an expense fund for the payment of administration expenses and any other fund or funds necessary and proper for the carrying out of the objects and purposes of the Alliance.

ARTICLE 2. SUPREME ASSEMBLY—ITS POWERS, COMPOSITION AND JURISDICTION POWERS

Sec. 1. The Supreme Assembly shall exercise its corporate powers and authority granted to the Lithuanian Alliance of America by a charter and by virtue and under the laws of the State of Pennsylvania governing such Associations and shall have the highest authority in all matters pertaining to the Alliance.

Sec. 2. It shall have the power to make the Constitution and to enact all the laws, rules and regulations for the government of the Lithuanian Alliance of America, its Subordinate Lodges, members and their beneficiaries.

Sec. 3. It shall have the power to establish, maintain and regulate any and all funds necessary for the execution of the purposes of the Alliance; to levy a tax or assessment upon Lodges and members of the Alliance for the maintenance and proper operation of any fund or funds duly established by virtue hereof; to regulate and enforce the payments to be made by members and Lodges towards such funds; to suspend or expel members or Lodges for non-payment of dues or assessments toward said funds and for management of dues payable by members to their respective Lodges.

Sec. 4. The Supreme Assembly shall have power:
(a) To take oath of office of the Supreme Executive and the respective officers thereof, and to allow them a suitable compensation.
(b) To delegate its Supreme powers to the Supreme Executive Board, except its supreme legislative power.
(c) To hear and determine appeals.
(d) To suspend and revoke charters of the Subordinate Lodges.
(e) To decide all questions arising under the Constitution, Laws and Rules of the Alliance.
(f) To impose fines and penalties upon members and Lodges for insubordination, upon trial and conviction.
(g) To reorganize suspended or delinquent Lodges and to expel members found to be detrimental to the Alliance.
(h) And to have all other powers not herein enumerated which may be necessary for the carrying into effect of the objects of the Alliance and for the benefit of its Lodges and members.

COMPOSITION

Sec. 5. The Supreme Assembly shall be composed of delegates duly elected by the lodges, as hereinafter provided, and of the members of the Executive Board. The elected voting membership shall constitute at least two-thirds.

Sec. 6. Any member, except social or honorary member, who has been a member of the Alliance not less than two years, and a member of his lodge not less than one year, prior to the election of delegates, and in good standing at the time of such election, and not less than twenty-one (21) years of age, shall be eligible to the office of a delegate.

Sec. 7. A newly organized lodge, functioning not less than six months prior to the election of delegates to the Supreme Assembly, and in good standing, shall be entitled to elect one delegate to such Assembly, regardless of the limitations herein provided relating to the qualification of a delegate regarding duration of his membership.

Sec. 8. The election of a delegate or delegates shall be held by each lodge not less than thirty (30) days before the first day of the Convention of the

Supreme Assembly of the Alliance. Such election shall be by ballot and to be conducted in like manner as the election of officers in lodges. Each delegate shall be elected by a majority of all votes cast. Should more than one ballot be required to elect, the candidate receiving the lowest number of votes upon third balloting shall be eliminated and voting continued until the required number of delegates is elected as herein provided for.

Sec. 9. Should the office of a delegate for any reason become vacant, the lodge may fill the vacancy by duly electing a new delegate at any time within ten (10) days prior to the Convention. Notice of said fact shall immediately be mailed to the Secretary of the Alliance.

Sec. 10. Each lodge in good standing shall have the right to elect one delegate to the Convention of the Supreme Assembly for every fifty (50) members or a major fraction thereof. A lodge having a membership of less than fifty (50) members may, nevertheless, elect one delegate to said Assembly.

Sec. 11. Each delegate shall hold office from the day of the opening of the Convention of the Supreme Assembly, to which he was elected, until the following biennial convention.

Sec. 12. Every lodge shall provide each delegate with credentials written on a blank furnished for this purpose by the Secretary of the Alliance, and signed by the President and Financial Secretary of the lodge. A copy of such credentials shall be mailed to the Secretary of the Alliance not less than fifteen (15) days prior to the first day of the Convention.

Sec. 13. No delegate shall be admitted or seated in the Supreme Assembly unless the lodge represented by him shall have fulfilled all its obligations to the Alliance and shall have been in good standing at the time of his election.

JURISDICTION

Sec. 14. (a) The Supreme Assembly shall have original jurisdiction in all cases relating to the Constitution and Laws of the Alliance and over the members of the Supreme Assembly during its sessions. It shall have final appellate jurisdiction in all matters previously brought for trial in the lodges or before the Executive Board within their respective jurisdictions.

(b) Supreme Assembly may exercise its original jurisdiction in cases where subordinate lodges shall fail, refuse or neglect to bring to trial an offending member within sixty (60) days after the commission of alleged offense, or shall fail to impose a penalty upon conviction.

(c) All actions and decisions of the Supreme Assembly shall be final and binding upon all parties concerned.

ARTICLE 3. CONVENTION OF THE SUPREME ASSEMBLY

Sec. 1. The Supreme Assembly shall meet biennially at a place designated by the last Convention, during the month of May or June.

Sec. 2. A special convention of the Supreme Assembly shall be called upon the filing with the Executive Board of a petition signed either by two-thirds of the members of the Supreme Executive Board or by not less than one-half of all the lodges of the Alliance in good standing.

Sec. 3. Delegates to the special convention shall be notified by the Executive Board in writing, through their respective lodges, of the matters to be brought up at such convention and of the time and place of said convention.

Sec. 4. Special convention may consider only such matters and such business for which it has been specially called; and no other.

QUORUM

Sec. 5. One-third (1/3) of the qualified members of the Supreme Assembly shall constitute a quorum for the opening of the convention and the transaction of business. Should there be no quorum present, the convention shall be adjourned by the presiding officer, to meet at a future time to be designated by the Executive Board.

CREDENTIALS

Sec. 6. The delegates shall present themselves on the day and at the place designated by the Executive Board in the call for the convention and shall submit their credentials when required to do so by the presiding officer.

ORDER OF BUSINESS

Sec. 7. The following shall be the order of business at the Convention of the Supreme Assembly.

- (a) Call to order by the Supreme President.
- (b) Roll-call of Supreme officers and delegates.
- (c) Appointment of committee on credentials, consisting of five (5) members.
- (d) Report of the Committee on Credentials.
- (e) Approval of Report of Committee on Credentials.
- (f) Admission of duly qualified delegates to the Convention.
- (g) Appointment of various other committees of the Assembly.
- (h) Reports of the Executive Officers.
- (i) Reports of standing and special committees.
- (j) Consideration of proposed amendments to the Constitution and By-Laws.
- (k) Consideration of appeals, petitions, and cases within the original jurisdiction of the Supreme Assembly.
- (l) Unfinished business.
- (m) New business.
- (n) Election of officers and members of the Executive Board.
- (o) Election of Chief Editor.
- (p) Election of standing committees.
- (q) Reading and approval of the minutes of the present convention.
- (r) Designation of the place for the next biennial

Convention of the Supreme Assembly by ballot.

(s) Adjournment.
Sec. 8. Should the order of business not be covered at one session, it shall be taken up at each succeeding session until it is finished, provided, however, that the roll shall be called upon the opening of each session and presence of a quorum determined.

ARTICLE 4. EXECUTIVE BOARD

Sec. 1. (a) The management of the Lithuanian Alliance of America shall be vested in seven (7) members, to be known as the Executive Board, consisting of:

- (a) President.
- (b) Vice-President.
- (c) Secretary.
- (d) Treasurer.
- (e) Chief Medical Examiner.
- (f) Two Trustees.

(b) The members of said Executive Board shall be elected for a term of two (2) years by the Supreme Assembly at its biennial convention. They shall hold their said respective offices until their successors are duly elected and qualified.

WHO IS ELIGIBLE

Sec. 2. Only such a member of the Alliance shall be eligible for said executive offices who has attained the age of twenty-five (25) years, and who has been a member of the Alliance not less than five (5) years, and in good standing at least two (2) years prior to his election, and who has been a citizen of the United States of America at least two years prior to the time of his election.

NOMINATION OF CANDIDATES

Sec. 3. Candidates for the respective offices of the Executive Board shall be nominated by the general vote of the entire membership of the Alliance, to be cast by ballot at the regular meetings of the lodges held within the period designated by the Executive Board. Both, the members and lodges, participating in the nominations, shall be in good standing. The three nominees who shall have received the largest number of votes cast at the general nominations for the respective offices, and having the necessary qualifications, shall be the candidates (nominees) for such offices at the next biennial Supreme Assembly.

PETITION, LIST AND PUBLICITY OF CANDIDATES

Sec. 4. Any member, having the requisite qualifications, and desiring to become a candidate for any office of the Executive Board, shall apply to the Secretary of the Alliance for a blank known as the "Candidate's Petition Blank." Upon receipt of same, he shall: (1) answer all the questions contained in said Petition; (2) procure not less than ten (10) signatures of members of the Alliance in good standing, together with their addresses and lodge numbers; (3) procure the endorsement of at least three (3) lodges in good standing; (4) and return said Petition to the Secretary of the Alliance within the prescribed time. If, upon examination of the records by the Secretary of the Alliance, such petitioning member shall be found to be qualified as a candidate, his name shall be placed on the nominating ballot in the column under the heading of the office to which he desires to be nominated. The name of the candidates shall be placed in the order in which they are received. The names of all the candidates, together with their addresses and lodge numbers, shall be published in the official organ of the Alliance not later than thirty (30) days before the commencement of nominations. Each candidate shall have the privilege to publish in the official organ his autobiography and qualifications for the office, providing such articles shall not occupy more than one-half (1/2) of a single column. No candidate shall carry on a campaign for any office in any outside newspaper or periodical directly or indirectly. Failure to comply with this provision shall disqualify the candidate for nomination and election.

ELECTION OF OFFICERS

Sec. 5. The election of officers shall be by ballot, prepared and furnished by the Executive Board. The names of the nominees on said ballot shall appear in the consecutive order, according to the number of votes received at the nominations, namely, the name of the candidate receiving the largest number of votes shall be first, etc. A separate ballot shall be cast for each office.

MAJORITY NECESSARY TO ELECT

Sec. 6. A majority of all votes cast shall be necessary to elect. Should neither of the candidates receive the majority vote upon the first or second ballot, the name of the candidate receiving the least number of votes on the third ballot shall be dropped and the balloting continued on the remaining two nominees.

INVESTMENT INTO OFFICE

Sec. 7. The nominees so elected to their respective offices shall be invested upon taking oath, as hereinafter provided, and upon furnishing the required bond within the prescribed time, and approval of same.

POWERS AND DUTIES OF THE EXECUTIVE BOARD

Sec. 8. The Executive Board shall be vested with the supreme executive authority; it shall have full power to carry into effect all the purposes and objects of the Alliance under the Laws passed by the Supreme Assembly at its biennial or special convention, and it shall have the power to manage the business and all of the affairs of the Alliance in its executive capacity.

Sec. 9. It shall hold in trust all the property of the Alliance, both real and personal. It shall have the power to purchase, manage, maintain and to sell said properties and to collect the proceeds or income therefor; to collect, invest, distribute and disburse the funds of the Alliance in compliance with the provisions of the Constitution, decisions and mandates of the Supreme Assembly.

Sec. 10. It shall be the duty of the Executive Board, on recommendation of the Finance Commit-

tee, to invest the excess funds in the name of the Alliance in such readily convertible interest bearing securities as are or may be approved by the Insurance Department of the Commonwealth of Pennsylvania for investment of fraternal society insurance funds.

Sec. 11. It shall be the duty of the Executive Board to require of the Supreme Treasurer and Secretary, to execute their respective bonds in such amounts as may have been fixed by the Convention of the Supreme Assembly, or in such amounts as the Executive Board may determine whenever the bonds fixed by the said Convention may be deemed insufficient for the security of the amounts of money had on their hands. The sureties on the bond of the Secretary and of the Treasurer shall be a duly incorporated surety or indemnity association or company, to be selected by the Executive Board. The cost of procuring such bonds shall be paid by the Alliance.

Sec. 12. The Executive Board shall have the power to levy special assessments on each lodge in proportion to the number of members in good standing in each lodge, as disclosed by the records of the Alliance, and as provided by these laws.

Sec. 13. It shall have the power to organize new lodges and have full supervision and jurisdiction over all lodges and its members.

Sec. 14. It shall have the power to suspend any lodge or lodges found guilty of insubordination or violation of the Constitution, Laws, Rules or Regulations of the Alliance, and to take possession of all the property, books and money of any lodge so suspended. It shall have the power to remove any officer or officers of any lodge, for cause, upon trial and judgment by the Executive Board.

Sec. 15. The Executive Board shall have Power to make all rules and regulations which may be necessary and proper for the carrying into effect of the Laws of the Alliance. It shall have power to interpret the Constitution and the Laws of the Alliance and its official interpretation of any of the provisions of the Constitution shall be binding upon the Alliance, its officers, members, and lodges, unless and until such interpretation is reversed and repealed by the Supreme Assembly on appeal properly brought before it at the next biennial convention, but no such decision or interpretation shall be, or be construed to be, or become a part of the law of the Alliance, or to affect or modify any such law, or to interfere with the operation thereof, nor have any effect whatever, except in the particular case in which the same shall be rendered.

Sec. 16. The Executive Board shall have the powers of a Judicial Tribunal of Alliance, of original and appellate jurisdiction, and its decisions as such tribunal shall be binding upon all the officers, members and lodges of the Alliance, unless and until reversed or modified by the Supreme Assembly on appeal properly brought before it at the next biennial convention by any of the interested parties.

Sec. 17. The Executive Board shall prescribe the ritual and ceremonies to be practiced and used by the Alliance, provided, however, that it may approve the use of any additional ceremony which it may deem expedient for exemplifying the principles of the Alliance or creating a wholesome and beneficial interest therein.

Sec. 18. The Executive Board shall have the authority to issue the call for regular and special conventions of the Supreme Assembly of the Alliance, in conformity with the laws hereinbefore stated.

Sec. 19. Any member of the Executive Board who shall be found guilty of neglect in the performance of his duties, or of any serious offense, may be removed from his office, and such office be declared vacant by the majority vote of the Executive Board at its regular or special meeting convened pursuant to a notice mailed to each of its members not less than ten (10) days before such meeting. The Executive Board shall have the power to fill all vacancies occurring in said Board by a vote of two-thirds (2/3) of the remaining members thereof.

Sec. 20. The Executive Board shall hold its regular meetings at the principal office of the Alliance as often as it may from time to time determine, and such special meetings as may be called by the President. The majority of the members shall constitute a quorum for the transaction of all business. It may exclude from its meetings all those who are not members of the Board, but substance of all its transactions at such meetings shall be made known to the lodges within reasonable time thereafter.

Sec. 21. The principal office of the Executive Board shall be in the City of Wilkes-Barre, Pennsylvania.

Sec. 22. The Executive Board shall have the power to make and adopt the official common seal of the Alliance and to alter the same at pleasure.

Sec. 23. The Executive Board shall pay each of its members and the members of any of the standing Committees the sum of Ten Dollars (\$10.00) per diem, for the time required in the performance of their respective duties, and in addition thereto shall pay all their necessary expenses incurred on account of and while engaged in the performance of their said duties. Provided, however, that such of the members of the Executive Board or members of any of the standing Committees who are on the pay-roll of the Alliance and are obligated, in consideration thereof, to devote their full time to the business of the Alliance, shall not receive the prescribed fee per diem, but all their necessary expenses shall be paid as hereinabove provided.

ARTICLE 5. DUTIES OF OFFICERS OF THE EXECUTIVE BOARD, PRESIDENT

Sec. 1. It shall be the duty of the President to preside at all meetings of the Supreme Assembly and at all meetings of the Executive Board. He shall preserve order therein, and enforce the laws of the Alliance; he shall decide all questions of order, subject to appeal, and it shall require a majority vote of all the members present to set aside his decision or overrule the same. He shall have a deciding vote when the meeting is equally divided, except at the election of officers. He shall appoint all necessary committees at Conventions and exercise all other

powers of a presiding officer. He shall report to the Supreme Assembly the rulings and decisions rendered by the Executive Board in all important matters affecting the welfare of the Alliance. He shall sign all orders on the Treasurer for such sums of money as shall be ordered by the Supreme Assembly or the Executive Board.

Sec. 2. The President may, with the consent and approval of the Executive Board, appoint a deputy or deputies whenever an occasion may arise, and he may deem it expedient and necessary so to do for the good of the Alliance. The powers or duties of such deputy or deputies shall be limited to the particular purpose for which he or they may be appointed, and he or they shall not exercise any discretionary powers or bind the Alliance in any way. Such a deputy or deputies shall receive such compensation as may be fixed by the Executive Board. The duties for which such deputies may be appointed are: To install the officers of any lodge, to settle any differences that may arise within a lodge, to assist in installing a system of books and records of a lodge, and such other similar matters not requiring discretionary powers.

Sec. 3. He shall himself, or through his Deputy, institute all new lodges and install their officers. He shall sign all charters and membership certificates before the same are issued, and perform all other duties that may be reasonably required of him. He shall receive a salary to be fixed by the Supreme Assembly at its Convention.

Sec. 4. Whenever any pestilence or epidemic disease shall prevail or shall be threatened in any district where a lodge or lodges of the Alliance are established, the President shall, immediately upon learning of the same, suspend the initiation of new members into said lodge or lodges during the continuance of said pestilence or epidemic. The territory to be proscribed and the duration of the period of the suspension shall be defined by the President of the Alliance upon the advice of the Chief Medical Examiner.

Sec. 5. The President of the Alliance shall have the power to suspend the initiation of new members in any district in which lodges of the Alliance may exist, when in his judgment the best interests of the Alliance shall require same. He shall give his reasons for such action, the territory to which such suspension applies, and the duration of such suspension at the next meeting of the Executive Board.

VICE-PRESIDENT

Sec. 6. It shall be the duty of the Vice-President to be present at all meetings of the Executive Board, and to assist the President in all of his duties, and to perform all the duties incumbent upon the President in his absence or in case of his inability to act.

SECRETARY

Sec. 7. It shall be the duty of the Secretary to be present at all conventions of the Alliance and at all meetings of the Executive Board; to keep a true and correct record of all the proceedings of the Conventions of the Supreme Assembly and of the meetings of the Executive Board. He shall cause the minutes of all such proceedings to be published in the official organ of the Alliance. He shall conduct all the correspondence of the Executive Board under its direction, and shall receive all reports and communications from the lodge officers. He shall receive the records of all appeals to the Executive Board and shall submit the same for consideration and decision without delay. He shall keep a record of the names of all applicants for membership, rejected applications, suspended and withdrawn members. He shall keep in his custody the seal of the Alliance and affix it to documents requiring same. He shall prepare and submit, within the required time, an annual report to the Insurance Commissioner of the States in which the Alliance is doing business, and to the Supreme Assembly at its next Convention. Such report shall contain a tabulated statement of the condition of the Alliance, the number of members, the average age of members, and such other matters and information as are usually required in the reports of such nature.

Sec. 8. He shall also make a quarterly itemized report of the receipts and disbursements of all the funds and cause the same to be published in the official organ of the Alliance, according to the directions of the Executive Board. He shall render a monthly report to the Executive Board showing the receipts and disbursements and furnish a copy of same to the President. He shall enumerate in his reports the lodges which are in arrears. He shall execute all orders of the President and submit the same for ratification to the Executive Board; he shall report to the Board any failure on the part of any of the lodge officers to properly perform their duties. He shall submit his books for examination to an auditor or auditors whenever requested by the Auditing Committee or by the Executive Board. He shall cause to be published in the official organ the names and addresses of the newly initiated members. He shall submit all death benefit claims to the Executive Board for its consideration and approval. He shall publish a list of all death claims allowed by the Executive Board, giving the name, age, residence and cause of death of each deceased member, the name or names of beneficiaries and their relationship to the deceased, the date of the certificate issued to the member, the number and location of the lodge to which the member belonged. He shall prepare notices of all special assessments whenever so directed by the Executive Board and shall cause the same to be published in the official organ. He shall mail a copy of all such notices to the Financial Secretary of every lodge.

Sec. 9. He shall perform such other duties as are prescribed by the Constitution and Laws of the Alliance, and as may be prescribed by the Executive Board. He shall sign all orders drawn on the Treasurer and approved by the Executive Board. He shall give bond in such an amount as may be fixed by the Supreme Assembly or Executive Board, to insure the faithful performance of his duties. He shall not assume the duties of said office until such bond is furnished by him and is approved by the

Executive Board. Upon his failure to furnish the required bond within two months after his election, the office of the Secretary shall be declared vacant by the Executive Board. The Executive Board shall then fill such a vacancy until the next election at the convention of the Supreme Assembly.

Sec. 10. At the expiration of the term of his office, or in case of his resignation or removal from office, he shall turn over to his duly qualified successor in office, or to any other person duly authorized by the Executive Board, all books, papers, documents, money and property belonging to the Alliance which he has in his custody or possession. He shall devote his full time to the duties of his office and shall not engage in any other business or occupation during his term of office. He shall have the right, with the consent and approval of the Executive Board, to employ such help as may be necessary for the proper performance of the duties of said office. The salaries or wages of such employees shall be fixed by the Executive Board. All employees must be members of the Alliance. He shall be the supervisor and manager of the principal office of the Alliance, of its buildings, printing and publishing departments. He shall submit a report, as such manager, to the Executive Board when so requested.

TREASURER

Sec. 11. It shall be the duty of the Treasurer to receive and receipt for all securities and moneys due and payable to the Alliance and to submit to the Secretary a complete weekly report of the moneys and securities so received. He shall deposit in the name of the Alliance all securities and funds coming into his hands in such depository or depositories as may be designated by the Executive Board or by the Convention of the Supreme Assembly.

Sec. 12. He shall keep a complete and detailed record of all the securities of the Alliance and shall see that the interest is promptly paid, sufficient amount of insurance maintained in force, and all taxes paid on any real estate upon which the Alliance has a lien by mortgage or otherwise.

Sec. 13. He shall pay all orders properly drawn and approved by the Executive Board or upon the special direction of the Supreme Assembly at its Convention. He shall pay all death benefits allowed and approved by the Executive Board by forwarding to the Financial Secretary of the deceased member's lodge a check made payable to the beneficiary, with instructions to obtain all necessary receipts and releases from said beneficiary or beneficiaries.

Sec. 14. He shall submit his books for examination to an auditor or auditors whenever requested to do so by the Auditing Committee or by the Executive Board. He shall submit to the President and the Executive Board monthly reports of all receipts and disbursements.

Sec. 15. Before assuming the duties of his office he shall give bond in the amount fixed by the Supreme Assembly or by the Executive Board, or in such an amount as may be determined from time to time by the Executive Board. Said bond to be executed by a corporation qualified to issue the same, which corporation shall be approved by the Executive Board. The fee for said bond shall be paid by the Alliance. Such bond shall be furnished by him before assuming said office and not later than within two (2) months after his election, and upon his failure to furnish the required bond, his office shall be declared vacant by the Executive Board. Such vacancy shall then be filled by said Executive Board until the next election at the Convention of the Supreme Assembly.

Sec. 16. At the expiration of the term of his office, or upon his resignation or removal therefrom, he shall deliver over to his duly qualified successor in office, or to any other person duly authorized by the Executive Board to receive the same, all moneys, books, papers, documents and other property belonging to the Alliance, in his possession or appearing in the records as being in his possession. He shall perform all other duties of the Treasurer imposed upon him by the Constitution and the Laws of the Alliance. He shall receive a salary as may be determined by the Supreme Assembly.

CHIEF MEDICAL EXAMINER

Sec. 17. It shall be the duty of the Chief Medical Examiner to examine the applications for membership and the reports of the Medical Examiners of the Lodges. Subject to approval of the Executive Board, he shall have the power to appoint, reject or remove Medical Examiners nominated, appointed or elected by the lodges. In making appointments of Medical Examiners of lodges, he may give preference to physicians who are members of the Alliance.

Sec. 18. It shall be his duty to make a thorough investigation of all cases of members suspected of having been admitted into the Alliance while in an unhealthy condition, or of having made false statements or answers in their applications, regarding their physical condition. Whenever it shall be deemed necessary by the Executive Board, he may employ a physician to make an additional medical examination of any applicant. He shall submit to the Executive Board the results of his various investigations together with his recommendations in each case. It shall be his duty to examine into the cause of death of any member when requested by the Secretary of the Alliance and to make his report to the Executive Board within thirty (30) days from the date of such request, unless the time is extended.

Sec. 19. He shall receive such compensation for his services as may be fixed by the Supreme Assembly at its biennial convention.

TRUSTEES

Sec. 20. The trustees shall be the overseers of the assets of the Alliance and shall have the right, whenever they shall deem it necessary, to examine all papers, books, reports, moneys and securities belonging to the Alliance. They shall have free and unobstructed access at all times to all the papers, documents, books and records of the Alliance in the care or custody of the Executive Board, its officers and committees, for the purpose of carrying out their duties.

Sec. 21. They shall make, or cause to be made, an annual audit of the condition of the Alliance and shall submit their written report covering the entire term of their office to the Supreme Assembly at its next convention.

REPORTS OF OFFICERS, CHIEF EDITOR AND COMMITTEES

Sec. 22. It shall be the duty of all the officers, chief editor, and committees required to make reports to the biennial Convention of the Supreme Assembly to prepare such reports in writing and deliver same to the Executive Board at least twenty (20) days before the Convention.

Sec. 23. It shall be the duty of the Executive Board to issue a pamphlet, before each biennial Con-

vention, entitled: "BIENNIAL REPORT OF OFFICERS AND COMMITTEES," containing the reports of all the officers and committees required to make such reports to the biennial Convention of the Alliance. Printed copies of said pamphlets shall be distributed to all the delegates at the Convention as soon as it shall convene. Such printed reports shall be in lieu of reading the same at the Convention of the Supreme Assembly. Each report shall be acted upon separately, to be accepted or rejected, with recommendations, if any.

OATH OF OFFICE

Sec. 24. Upon their election by the Supreme Assembly, to their respective offices, each and every officer shall take the oath of office which may be administered by any member of the Executive Board at the Supreme Assembly or at any time thereafter, in the following form:

"I, (state the name), having been duly elected by the Supreme Assembly of the Lithuanian Alliance of America to the office of (state title of office), do hereby solemnly promise and pledge my word of honor that I will without fear, favor or prejudice, support and defend and abide by the constitution, laws, rules and regulations of the Lithuanian Alliance of America, and that I will honestly, faithfully and conscientiously perform all the duties of said office according to my best knowledge and ability."

DEFINITION OF WORDS: "IN GOOD STANDING"

Sec. 25. The words: "Good Standing," as used in these By-Laws and in the benefit certificate and other printed matter of the Lithuanian Alliance of America shall be taken and held to mean the standing of the member who is not under suspension or expulsion for any cause, or whose lodge is not under suspension or dissolution for any cause; provided that a member of a suspended or dissolved lodge who has protected his membership, as herein otherwise provided, shall be held to be in good standing.

ARTICLE 6. STANDING COMMITTEES OF THE ALLIANCE

Sec. 1. The Supreme Assembly at its biennial Convention shall elect, by ballot, the following standing committees, each consisting of three members. Their terms shall continue until the next biennial Convention:

- Committee on Laws.
Committee on Audit.
Committee on Finance and Investments.
Committee on Appeals.
Committee on Education.
Committee on Charities.

Sec. 2. The Vice-President of the Alliance shall be the ex-officio member of each committee in an advisory capacity. Members of each committee shall hold their office until their successors are elected.

COMMITTEE ON LAWS

Sec. 3. All and any amendments of and to the Constitution and By-Laws, and all and any proposals of new laws, rules and regulations or modifications thereof, shall be referred to and passed upon by the Committee on Laws. No amendment of the Constitution shall be valid unless previously referred to the Committee on Laws, according to the rules stated in the section on amendments. At least one member of the said Committee shall be a lawyer, if available.

COMMITTEE ON AUDIT

Sec. 4. It shall be the duty of the Committee on Audit:

- (a) To make a thorough examination, annually, of all the accounts and financial affairs of the Alliance and of all Receipts and Expenditures of every kind and nature, by whomsoever made, and for such purpose said Committee may employ an expert accountant to assist in such examination and in the work of audit assigned to it.
(b) To examine the various investments and securities of the Alliance from time to time, particularly as to the character and safety of the same; to ascertain whether or not the interest is promptly paid, insurance continued in force, and all taxes paid on any real property upon which the Alliance has a lien by mortgage or otherwise.
(c) To examine the manner and form of payments made to the Secretary and Treasurer and of the payments made by them; and to examine and report upon the condition of the books and accounts, and of all the records and papers of the Alliance, and of the executive officers thereof.
(d) To examine the reports submitted by the Secretary and Treasurer, and the Finance Committee and to determine as to the correctness of the same.
(e) To make such other and additional examination or examinations as the Executive Board may require or as, in the judgment of said Committee, may be deemed necessary for the best interest of the Alliance.
(f) To make and submit a detailed written report of each examination to next succeeding meeting of the Executive Board and certifying therein, what accounts were examined, the correctness of same, and specifying the true condition of the various funds of the Alliance, giving the place and the amount of deposit of each such fund, and of all investments of the Alliance. To make a biennial report to the Assembly, giving a summary of all their reports, containing such criticisms and recommendations as said Committee shall deem advisable and proper.
(g) For the purpose of presenting a report in the judgment of said Audit Committee, if date action thereon is necessary, the Audit Committee may themselves, or through the President, call a special meeting of the Executive Board.

(h) The books and accounts of all officers of the Alliance, including those of lodges, shall be open for examination at any time by the Committee on Audit, with or without notice. Said Committee shall be entitled to the possession thereof, and all officers shall deliver the same to them, and answer any and all queries relative thereto, and assist the Committee in its examination.

(i) Should the Committee on Audit observe at any time any infraction of the laws or regulations or any negligence or laxity in the performance of the duties by any of the executive officers, it shall be its duty to take all proper and necessary measures to correct the condition without delay.

(j) If any member of the Executive Board shall violate any of the laws or regulations of the Alliance, thereby causing an injury or loss to the Alliance, either in property or prestige, the Committee on Audit shall immediately upon ascertaining the facts, demand of the Executive Board the removal of such member from his office, after trial and conviction by said Executive Board. After removal from office of the offending officer, the Executive Board shall declare such office vacant and shall fill the vacancy in accordance with the laws of the Alliance. Such charges, stating all the facts, shall be made in writing and a true copy thereof served on

the accused member at least ten (10) days before such trial, personally or by registered mail, and for good cause shown the accused may obtain a continuance of the hearing.

(k) The Committee shall make a complete report in writing of all its activities to the next biennial Convention of the Supreme Assembly.

COMMITTEE ON FINANCE AND INVESTMENT

Sec. 5. It shall be the duty of the Committee on Finance and Investments:

(1) To see that the funds and securities are deposited in depositories designated by the Executive Board, in the name of the Lithuanian Alliance of America, and to the credit of proper accounts and subject to the conditions and restrictions placed on each fund by the said Executive Board.

(2) To investigate, select and recommend to the Executive Board interest bearing securities for the investment of mortuary and other funds available for investment. The securities so selected shall be readily convertible securities as are or may become by the laws of the Commonwealth of Pennsylvania, legal investments for fraternal societies of said Commonwealth, to-wit:

- (a) Bonds, loans or other securities issued and payable by the United States, District of Columbia or Canada, or of any State or territory of the United States.
(b) Legally authorized bonds, notes, warrants or obligations of any city, town, county, borough, township, municipality, school district, poor district or water, gas or other public utility companies, or bonds issued to retire a prior debt or bonds prior hereto, or in other bonds or notes of the above named corporations, upon which no default in interest exists at the time of the purchase.
(c) Loans upon unencumbered real estate in any State of the United States or the District of Columbia; provided that no loan shall exceed sixty per centum (60%) of the fair market value thereof at the time of such loan.
(d) First encumbrances upon standard steam railroads, or upon their rolling stock equipment, or of water, gas or other public utility companies, or bonds issued to retire a prior debt or bonds prior hereto, or in other bonds or notes of the above named corporations, upon which no default in interest exists at the time of the purchase.
(e) Or in any other bonds or securities approved by the Insurance Commissioner of the Commonwealth of Pennsylvania.

(f) No amount greater than ten thousand (\$10,000.00) dollars shall be invested in any one particular security, except United States government bonds or securities thereof.

(g) No loan upon real estate shall be made for a longer period than five (5) years. Not more than one real estate loan shall be granted to any individual or individuals holding title to said real estate either as tenants in common, joint tenants or tenants by the entirety.

(h) If any investment or loan is made in a manner not authorized by the insurance laws of the Commonwealth of Pennsylvania, the officers, directors and trustees making or authorizing the same shall be personally liable for any loss occasioned thereby.

(i) No loans upon real estate shall be made, or any securities purchased, unless it shall first have the recommendation of the Finance Committee and the unanimous approval of all the members of the Executive Board by a vote duly recorded.

(3) The President and the Treasurer of the Alliance shall be ex-officio members of the Committee on Finance and Investments with advisory powers.

COMMITTEE ON APPEALS

Sec. 6. The Committee on Appeals shall receive all appeals from the decisions of lodges and the Executive Board, to be submitted to the next Convention of the Supreme Assembly. It shall also receive all petitions to the Supreme Assembly as may be within its original jurisdiction.

Sec. 7. The Committee on Appeals shall have no power to render any decisions, but it shall submit all appeals and petitions filed with the Committee to the next Convention of the Supreme Assembly, together with its recommendations.

COMMITTEE ON EDUCATION

Sec. 8. It shall be the duty of the Committee on Education to find ways and means of putting into effect the educational aims and objects of the Alliance.

(a) All matters relating to the education and intellectual advancement of the members of the Alliance and all questions of literary nature shall be referred to this Committee.

(b) It shall have under its supervision the publication and distribution of literature.

(c) It shall be its duty to examine all literary work or productions submitted to the Alliance for publication and to render its opinion on the literary merits of same.

(d) It shall encourage the members of the Alliance to read the works of noted and worthy authors.

(e) It shall supervise the distribution of scholarships to deserving students and shall see that all moneys donated or assigned for educational purposes are properly expended.

(f) It shall be the duty of said Committee to supervise the publication of the official organ of the Alliance and to see that said organ shall properly promote and serve the aims and objects of the Alliance.

(g) It shall be its duty to nominate not less than three (3) candidates for the office of Chief Editor of the official organ of the Alliance and to submit such candidates to the Supreme Assembly at its convention.

(h) The Committee shall report to the Executive Board its recommendations and suggestions in all matters referred to it, and submit a report to the Supreme Assembly.

COMMITTEE ON CHARITIES

Sec. 9. All petitions for aid to widows and orphans or to distressed members shall be referred to the Committee on Charities.

(a) It shall devise ways and means for raising charity funds.

(b) It shall have exclusive supervision of distribution of the funds raised for charitable purposes. It shall, from time to time, publish in the official organ of the Alliance accounts of its activities and make its recommendations and suggestions to the Subordinate Lodges in the matters of charity.

(c) It shall report all its actions to the Executive Board, and render a written report with its suggestions and recommendations to the next biennial Convention of the Supreme Assembly.

ARTICLE 7. OFFICIAL ORGAN OF THE ALLIANCE AND ITS CHIEF EDITOR

Sec. 1. The Lithuanian Alliance of America shall publish a periodical which shall be its official organ for the purpose of conveying information in all matters pertaining to the Alliance and for the guidance and enlightenment of its members.

Sec. 2. All official and other communications, reports, minutes, financial statements, notices or announcements required to be given or published by the laws or rules of the Alliance, shall be published

in said official organ. Any notice or announcement so published shall be deemed sufficient and binding upon the members and lodges of the Alliance for all purposes. The spirit of said organ shall be non-sectarian.

Sec. 3. A member in good standing shall be entitled to receive one copy of each issue of said organ.

Sec. 4. The expense of publication of said official organ shall be paid out of the Expense Fund of the Alliance.

Sec. 5. The Supreme Assembly at its biennial convention shall elect a Chief Editor of the organ to serve in such capacity until his successor is duly elected and qualified, and it shall fix his salary.

Sec. 6. Candidates for the position of Chief Editor, not less than three (3) in number, shall be nominated by the standing Committee on Education, and the delegates at the convention may also nominate additional candidates for said office. The Supreme Assembly shall elect one (1) of the candidates so nominated. A majority of all votes cast shall be necessary to elect. Should neither candidate receive a majority vote upon the first and second ballot, the name of the candidate receiving the least number of votes on third and succeeding ballots shall be dropped and the balloting continued on remaining nominees until one (1) of the nominees receives a majority vote.

Sec. 7. It shall be the duty of the Chief Editor to write, compile and edit the organ in a spirit of fraternalism, benevolence and charity, bearing in mind the best interests of the Alliance and in accordance with the instructions and directions of the Supreme Assembly and in co-operation with the Executive Board. He shall make semi-annual reports of his work to the Executive Board and shall submit a complete report, with his recommendations and suggestions, to the next convention of the Supreme Assembly.

Sec. 8. Should the position of the Chief Editor at any time become vacant by reason of death, resignation or removal, the Executive Board shall fill the vacancy by appointing one of the nominees of the last convention, provided such nominee is best qualified for said position, to serve until the next Convention of the Supreme Assembly.

Sec. 9. The Chief Editor may be removed from said position by the Executive Board, by a two-thirds (2/3) vote, for neglect of his duties, incompetency, disloyalty or violation of any of the laws of the Alliance after due trial and conviction. His salary shall cease upon removal from said position. He shall have the right of appeal to the next Supreme Assembly which may compensate him if it shall find that he was removed without just cause.

ARTICLE 8. FUNDS

Sec. 1. The Lithuanian Alliance of America shall provide for and maintain the following funds:

(a) A Mortuary Fund for the payment of death benefits to the beneficiaries of the deceased members.

(b) A Juvenile Mortuary Fund for the payment of death benefits to the beneficiaries of the deceased juvenile members insured under the terms of the juvenile department of the Alliance.

(c) A Sick Benefit Fund for the payment of benefits to sick members.

(d) An Expense Fund for the payment of all expenses of administration.

(e) Widows and Orphans Fund for the purpose of rendering aid and assistance to widows and orphans of deceased members.

(f) Old Age and Disability Fund for the purpose of aiding and assisting old and disabled members.

(g) A Junior Fund for the promotion, cultivation and dissemination of fraternalism among the juvenile members and the children of the adult members of the Alliance.

(h) Scholarship Fund for scholarships to members of the Alliance or their children.

(i) "National Penny Fund" for all charitable and other worthy causes not otherwise provided for.

ADULT MORTUARY FUND

Sec. 2. The Mortuary Fund shall consist of dues and assessments paid for that purpose by active adult members of the Alliance according to the table of rates and assessments hereinafter provided, and of special assessments which may be levied as provided in the Constitution.

JUVENILE MORTUARY FUND

Sec. 3. The Juvenile Mortuary Fund shall consist of contributions paid by the juvenile members of the Alliance or their parents, guardians or beneficiaries, according to the rates of contributions hereinafter provided, and of the special assessments which may be levied according to the provisions of this Constitution.

SICK BENEFIT FUND

Sec. 4. The Sick Benefit Fund shall consist of dues and assessments paid by adult members of the Sick Benefit Department of the Alliance according to the rates of assessments hereinafter stipulated, and of special assessments which may be levied upon such members according to the provisions of this Constitution.

EXPENSE FUND

Sec. 5. The Expense Fund shall consist of and be maintained from the following sources of income:

(a) Initiation fees of members of all departments.

(b) Monthly contributions to the Expense Fund by all members of the Alliance to be paid as follows: 15 cents per month by social members and members of the Death Benefit Department; 20 cents per month by members belonging to both Death Benefit and Sick Benefit Departments; 5 cents per month by all members of the Juvenile Department.

(c) Income and profit from the sale of literature, advertising space in the official organ of the Alliance, printing jobs, and other items of income incidental to the business of the Alliance.

WIDOWS AND ORPHANS FUND

Sec. 6. The Widows and Orphans Fund shall be maintained by: (a) monthly contributions of 2 cents per month to be paid by each and every member of the Alliance (except the members of the Juvenile Department), and (b) donations from all sources.

OLD AGE AND DISABILITY FUND

Sec. 7. The fund for the aid and assistance of old and disabled members shall be maintained by: (a) contributions of 1 cent per month to be paid monthly by each and every member of the Alliance (except the members of the Juvenile Department), and (b) donations from various sources.

JUNIOR FUND

Sec. 8. The Junior Fund shall be maintained by contributions of 1 cent per month to be paid by each and every member of the Alliance (except members

of the Juvenile Department), and donations from various sources.

SCHOLARSHIP FUND

Sec. 9. Scholarship Fund shall be raised and maintained by voluntary contributions and donations from all sources.

NATIONAL PENNY FUND

Sec. 10. The "National Penny Fund" shall be raised and maintained by contributions of 1 cent per month to be paid monthly by each and every member of the Alliance (except the members of the Juvenile Department), donations raised or made by the lodges, their members and other persons charitably disposed. Distribution or disposition of this fund or any part thereof shall be made by the biennial Convention of the Supreme Assembly for charitable and other worthy causes.

SEPARATE RECORD OF EACH FUND

Sec. 11. Each and every fund of the Alliance and its investments and accretions thereof shall be kept separate and apart and separate records kept thereof.

ARTICLE 9.

MEMBERSHIP, CLASSES, AGE LIMIT

Sec. 1. Any person of Lithuanian nationality, descent or affiliation by marriage or adoption, being of sound health, good moral character and habits, may become a member of the Alliance. Members shall be known as Active Members, Juvenile Members, Social Members, Honorary Members, and Members at Large. No person shall be admitted as an active member who has passed his fiftieth birthday.

DUTIES OF MEMBERS

Sec. 2. It shall be the duty of each and every member to abide by and obey the Constitution of the Lithuanian Alliance of America, the resolutions and mandates of the Supreme Assembly and the Executive Board; to further the aims, purposes and interests of the Alliance; to guard the Alliance and its members from defamation, imposition and fraud; to preserve the good name and standing of the Alliance by being exemplary in his conduct, honest and fair in all matters; to be active in the interest of the Alliance, by soliciting and proposing for membership worthy and eligible persons; to serve willingly, diligently and faithfully on any committee, or in any capacity to which he may be lawfully appointed or elected.

ACTIVE MEMBERS

Sec. 3. All members paying required assessments to the Mortuary Fund of the Alliance and all other dues and assessments required from such members, as provided in this Constitution and By-Laws, and being in good standing in their respective lodges and in the Alliance, shall be known as active members of the Alliance.

VOICE IN MANAGEMENT

Sec. 4. The active members of the Alliance shall have full voice in the management of their respective lodges and of the Alliance, and shall have all other rights and powers granted in the Constitution of the Alliance.

JUVENILE MEMBERS

Sec. 5. All members under 16 years of age contributing regular assessments to the Juvenile Mortuary Fund of the Alliance and all other dues and assessments required from them, as provided in the Constitution and By-Laws, and being in good standing, shall be known as Juvenile Members of the Alliance.

RIGHTS OF JUVENILE MEMBERS

Sec. 6. Juvenile Members shall have no power to elect delegates, or to participate in the election of officers or to decide any of the matters of the Alliance. They may form Juvenile Lodges, elect their officers and conduct the affairs of such lodges under the supervision of an adult lodge or any member appointed by it or the Executive Board to act as a guardian of such a Juvenile Lodge.

SOCIAL MEMBERS

Sec. 7. Any person being socially acceptable and desiring to join a lodge of this Alliance without the right to derive any financial benefit from the Alliance, and coming within the limitations of Section 1, Article 9, may become a social member of the Alliance.

OBLIGATIONS OF SOCIAL MEMBERS

Sec. 8. A social member of the Alliance shall pay all dues and assessments required from the active members, except the fees and assessments for the Mortuary and Sick Benefit Funds, and shall be subject to all laws, rules and practices of the Alliance, except the laws governing the said Mortuary and Sick Benefit Funds.

RIGHTS OF SOCIAL MEMBERS

Sec. 9. A social member shall have the right to vote in the election of the officers of his lodge and participate in the affairs of such lodge, except in the matters pertaining to Mortuary and Sick Benefit Funds. He shall not be eligible to hold any office in the lodge or in the Alliance nor be a delegate to the Convention of the Supreme Assembly.

HONORARY MEMBERS

Sec. 10. The Supreme Assembly at a regular Convention may, by its resolution, proclaim and bestow upon any person, who has distinguished himself in a worthy cause, an Honorary Membership of the Alliance.

MEMBERS AT LARGE

Sec. 11. A member of a dissolved or suspended lodge may become a member at large upon filing his request with the Secretary of the Alliance within sixty (60) days from the date of dissolution or suspension of such lodge.

Sec. 12. A member at large shall receive from the Secretary a membership card for each month, which shall be evidence of his good standing in the Alliance, within the time stated therein.

Sec. 13. It shall be the duty of a member at large to affiliate himself with any lodge of the Alliance within six months from the time of the dissolution of his lodge, and in default of which he shall be stricken from the Roll of Membership in the Alliance. The President may, however, institute a new lodge for the members at large with the right to admit new applicants therein. A member at large who has not already affiliated himself with any of the lodges, upon his refusal to affiliate himself with such newly instituted lodge within 30 days after receiving written notice, he shall be stricken from the Roll of Membership in the Alliance.

Sec. 14. Until his affiliation with any lodge he shall pay in advance to the Secretary of the Alliance

all dues, assessments and other payments required from an active member of his class.

Sec. 15. Members at large in good standing shall have the same rights as active members.

DEATH BENEFIT DEPARTMENT

Sec. 16. Every person eligible for active membership in the Alliance must be proposed for membership in the lodge nearest the place of his permanent residence, except when permission is granted by the Executive Board to be proposed elsewhere. Only persons who have attained the age of 16 and not over 50 years of age may be proposed for membership in the adult Mortuary or Death Benefit Department.

Sec. 17. Every applicant proposed for membership shall fill out and sign an application for membership on a blank furnished by the Executive Board and shall truly answer all questions therein contained. An applicant over 40 years of age shall also furnish a certified copy of the record of his birth, or other satisfactory proof, showing the date and place of his birth.

Sec. 18. Every application for active membership shall be verified by two members in good standing, who shall, over their signatures and upon their honor as members of the Alliance, state that they know the proposed person to be of good moral character and habits, that they read the statements subscribed to by the applicant and believe them to be true, and that they recommend the proposed applicant as a fit person and worthy of membership in the lodge and the Alliance. Any member who shall propose and recommend any person whom he knows to be unfit for, or ineligible to active membership, by reason of his occupation or character, habits, age, mental or physical state of health, shall upon conviction by the proper tribunal of the Alliance be fined or expelled from the Alliance.

Sec. 19. Every application for membership or for a transfer to a different class of Death Benefit Department, shall be presented and read at a regular meeting of a lodge, at which time the following payments shall be made by the applicant to the Financial Secretary of such lodge:

(a) Initiation fee for the respective class of the Death Benefit Department as provided by the following table:

Class One (\$150)	Class Two (\$300)	Class Three (\$600)	Class Four (\$1,000)	Class Five (\$2,000)
\$2	\$3	\$4	\$5	\$6

(b) An amount equal to one month's dues and assessments.

(c) Said payments shall be refunded to the applicant in case he is rejected by the vote of the lodge or the medical examiner. Applications of members for transfer from one class to another shall be accompanied by a clearance card.

(d) The transfer fee from one class of Death Benefit Department to another shall be: To Class Two \$3.00; to Class Three \$4.00; to Class Four \$5.00; to Class Five \$6.00.

(e) One-half of the amount of initiation or transfer fees as they are collected, shall be transmitted by the lodge to the Treasurer of the Alliance to be credited to the Expense Fund of the Alliance, and the balance of said initiation or transfer fees shall be retained by the lodge in its treasury to be used by it in defraying expenses of medical examinations of applicants. Both transfer and initiation fees may be paid by a member in six (6) equal monthly installments, which shall be added to regular monthly dues and collected in same manner as dues.

Sec. 20. The admission of every proposed person to membership shall be voted upon by the lodge at its regular meeting by ballot. If four (4) or more ballots are cast against the admission of any applicant, the president of the lodge shall declare such applicant rejected. Such rejected applicant shall not again be proposed for membership in any of the lodges of the Alliance within three (3) months thereafter.

Sec. 21. If there are two or more persons to be voted upon at the same meeting, a collective ballot may be taken upon all such persons, and if not more than three (3) votes are cast against their admission, they shall be declared elected, but if four (4) or more votes are cast against them, the President shall order a separate balloting upon each person.

Sec. 22. Every person upon his election to membership, as herein provided, shall be notified by the Secretary of the lodge to present himself, within thirty (30) days, to the Medical Examiner of the lodge for the purpose of medical examination. Such person, failing or neglecting to present himself within said 30 days, shall forfeit his election to membership together with the initiation fee paid by him. Said fee shall be retained by the lodge, but it may be applied on his account if he is again proposed in said lodge within one (1) year.

Sec. 23. The Recording Secretary of the lodge shall also notify the Medical Examiner of the election of the applicant to membership and furnish him sufficient identification of the person to be examined. The Medical Examiner shall in no case examine an applicant unless he has received the required notice and identification from the Recording Secretary, and has satisfied himself of the applicant's identity.

Sec. 24. It shall be the duty of the Medical Examiner of a lodge to make a thorough medical examination of every applicant, to answer in confidence all questions required to be answered on the Medical Examiner's blank, and to immediately forward every application, together with the report of medical examination, to the Secretary of the Alliance. Upon acceptance or rejection of the applicant by the Executive Board, its Secretary shall immediately notify the Secretary of the lodge of the result.

Sec. 25. Having been notified of his final acceptance to membership by the Secretary of the lodge, the applicant shall present himself within two (2) months after date of such notice for formal initiation into the lodge. Any applicant failing or neglecting to present himself within the said time, without giving sufficient excuse, shall forfeit all rights to membership and to all moneys paid by him.

Sec. 26. After the formal initiation of a candidate to membership in a lodge, the Recording Secretary of the lodge shall notify the Secretary of the Alliance of such admission and forward to him a certificate issued by the Financial Secretary of such lodge certifying that all the prescribed fees and dues have been paid by said new member.

Sec. 27. Every applicant, before his initiation, shall pay to the Financial Secretary of the lodge all dues, fees and assessments required to be paid by members of the respective classes. He shall sign the certificate to be delivered to him by the Secretary of the lodge and make oath of membership. The President of the lodge shall administer the oath to be taken by the applicant in the following form:

"I (state name), do hereby solemnly promise and pledge my word of honor that I will abide by and

obey the Constitution, Laws, Rules and Regulations of the Lithuanian Alliance of America, the resolutions and mandates of the Supreme Assembly and of the Executive Board of the Lithuanian Alliance of America; that I will not at any time propose for membership any person whom I know is not of sound health and mind or good moral character; that I will at all times cherish and extend to my fellow members the spirit of benevolence and charity; that I will never knowingly cause any harm or injury to any of my fellow members; that I will at all times endeavor to protect and promote the best interests and welfare of the Lithuanian Alliance of America; that I will not disclose any of its ritual or secrets. Should I break this, my sacred pledge and obligation, I hereby consent to my suspension and expulsion from membership in the Lithuanian Alliance of America."

ARTICLE 10. DEATH BENEFITS AND RATES OF ASSESSMENTS

Sec. 1. (a) The amount of death benefit payable by the Alliance to the beneficiary of a deceased active member shall be as follows:

Class One (1)	\$ 150.00
Class Two (2)	300.00
Class Three (3)	600.00
Class Four (4)	1,000.00
Class Five (5)	2,000.00

(b) Every member, before his beneficiary shall have any right or claim to any benefits in the Alliance, shall have first paid into the mortuary fund the prescribed dues and assessments at the rate fixed for his age and class. The age of a member shall be computed from the date of his nearest birthday.

(c) All members shall pay monthly dues and assessments according to the following table of rates according to their ages and classes at the time of joining:

THE RATES FOR ENTRANCE ON AND AFTER JANUARY 1, 1933, FOR THE RESPECTIVE AMOUNTS

Age	\$150.00	\$300.00	\$600.00	\$1,000.00	\$2,000.00
16	\$0.16	\$0.32	\$0.64	\$1.04	\$2.08
17	.16	.32	.64	1.06	2.12
18	.17	.33	.66	1.08	2.16
19	.17	.34	.68	1.11	2.22
20	.17	.34	.68	1.13	2.26
21	.18	.35	.70	1.16	2.32
22	.18	.36	.72	1.18	2.36
23	.19	.37	.74	1.21	2.42
24	.19	.38	.76	1.24	2.48
25	.20	.39	.78	1.27	2.54
26	.20	.40	.80	1.31	2.62
27	.21	.41	.82	1.34	2.68
28	.21	.42	.84	1.38	2.76
29	.22	.43	.86	1.42	2.84
30	.22	.44	.88	1.46	2.92
31	.23	.45	.90	1.50	3.00
32	.24	.47	.94	1.55	3.10
33	.24	.48	.96	1.60	3.20
34	.25	.50	1.00	1.65	3.30
35	.26	.51	1.02	1.70	3.40
36	.27	.53	1.06	1.76	3.52
37	.28	.55	1.10	1.82	3.64
38	.29	.57	1.14	1.89	3.78
39	.30	.59	1.18	1.96	3.92
40	.31	.61	1.22	2.03	4.06
41	.32	.64	1.28	2.11	4.22
42	.33	.66	1.32	2.20	4.40
43	.35	.69	1.38	2.29	4.58
44	.36	.72	1.44	2.38	4.76
45	.38	.75	1.50	2.49	4.98
46	.39	.78	1.56	2.60	5.20
47	.41	.82	1.64	2.71	5.42
48	.43	.86	1.72	2.84	5.68
49	.45	.90	1.80	2.97	5.94
50	.47	.94	1.88	3.11	6.22

The above rates are based upon the American Experience Table of Mortality and four per cent (4%) interest upon the preliminary term plan, whereby the mortuary cost of the first year's membership is paid from the first year's contributions, and the balance, if any, is paid into the expense fund.

(d) In addition to the above mortuary assessments, each member of the Mortuary or Death Benefit Fund shall pay: 15 cents each month into the Expense Fund of the Alliance; 10 cents or more each month into the Expense Fund of the lodge of which he is a member for the maintenance of said lodge; 5 cents each month into the charitable funds of the Alliance to be distributed as follows: 2 cents to Widows and Orphans Fund; 1 cent to Old Age and Disability Fund; 1 cent to Junior Fund; and 1 cent to "National Penny Fund." If such member is also a member of the Sick Benefit Department, he shall pay additional 5 cents per month into the Expense Fund of the Alliance.

(e) He shall also make such other payments as may be from time to time assessed. In the event that the above tabulated periodical contributions should become insufficient to pay all death benefits and other claims in full, or to provide for the creation or maintenance of all the funds of the Alliance, then the Alliance shall levy and the members shall pay such additional increased or extra rates as may be necessary to meet the deficiency.

Sec. 2. The payment of death benefits in each class shall be subject to the following express limitation, to wit: That if the death of a member in good standing occurs after six (6) months and before twelve (12) months from the date of his certificate, his beneficiary shall receive twenty-five per cent (25%) of the sum named in his certificate; if his death occurs after twelve (12) months and before eighteen (18) months from the date of his certificate, his beneficiary shall receive fifty per cent (50%) of the sum named in his certificate; if his death occurs after eighteen (18) months and before twenty-four (24) months from the date of his certificate, his beneficiary shall receive seventy-five per cent (75%) of the sum named in his certificate; if his death occurs after twenty-four (24) months from the date of his certificate, his beneficiary shall receive the full amount named in his certificate; and if his death occurs within six (6) months from the date of his admission to the Alliance, his beneficiary or his heirs shall be entitled to the actual amount of money paid by him into the Alliance as mortuary assessments, upon due proof of the fact and cause of death of the member to whom the death benefit certificate was issued and upon the surrender of the said death certificate.

Sec. 3. Any member in good standing, if otherwise qualified, may have the amount of his death benefit increased by transfer to higher class of death benefit. A member desiring to effect such a transfer shall present his application together with the transfer fee, as hereinabove provided, and submit himself to medical examination, in same manner as new applicants for membership. If accepted, the same limitations as to the payment of death benefit, as set forth in Section Two (2) above, shall apply to the increased portion of his death benefit from the date of transfer to the higher class. The payment of the original amount of death benefit, other than the increased portion, shall not be affected thereby, except by the limitations applicable to the original certificate at the time of its issuance. He shall pay the assessments for the increased death benefit at the rate required at his attained age.

Sec. 4. Should the rates of assessment hereinbefore provided at any time become insufficient to maintain the Mortuary Fund of the Alliance in a state of solvency as required by the Insurance De-

partment of the Commonwealth of Pennsylvania or of any other state wherein the Alliance shall legally transact its business, the Executive Board shall immediately levy a special assessment upon the entire membership of the Alliance in an amount sufficient to bring the Mortuary Fund of the Alliance to 100% of solvency. The said special assessment shall be paid by each active member, as may be apportioned by the Executive Board according to the class of such member. Upon decision of the Executive Board to levy special assessment upon the entire membership, the Secretary of the Alliance shall immediately notify each and every lodge of the amount of special assessment and the amount to be paid by each member. He shall also direct each lodge to collect from each of its members his ratio of assessment within 60 days from the date of such notice. Publication of the required notice by the Secretary in the official organ of the Alliance shall be deemed sufficient notice for said purpose.

BENEFICIARIES AND PAYMENTS OF BENEFITS

Sec. 5. Each member of the Alliance shall have the right to designate his beneficiary and, from time to time, have the same changed in accordance with the laws, rules and regulations of the Alliance, provided, however, that no other persons except those sustaining one of the following relations to the member may be designated as beneficiaries, namely, to wit: Wife, husband, child, parent, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, first cousins, half sisters, half brothers, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepchildren, children by adoption, or a person or persons dependent upon the member. If after the issuance of the original certificate the member shall become dependent upon the charity of an individual or an incorporated charitable institution, he shall, with the consent of the Alliance, have the privilege of making such individual or institution his beneficiary.

Sec. 6. If any beneficiary named in the certificate shall die before the member, and no new designation shall have been made by him, the benefit under the certificate of the Alliance shall then be paid to the surviving beneficiary or beneficiaries, if any, and if none of the beneficiaries named in the certificate shall survive the member, or if the beneficiary named is not within the prescribed class of beneficiaries, or no beneficiary is named, the benefits shall then be paid to the person or persons in the order as follows, to wit: (1) husband or wife, (2) children by birth or adoption, (3) parents or parent, (4) grandchildren, (5) brothers and sisters and half brothers and half sisters, all sharing equally, (6) nephews and nieces, (7) first cousins. Should there be no beneficiaries within this class, then the amount of benefit due under the certificate shall revert back to the Mortuary Fund of the Alliance.

Sec. 7. If the beneficiary or beneficiaries of the deceased member, at the time of his decease, should reside in Lithuania or in any other foreign country and by reason thereof be unable to take care of the funeral of the deceased member, then and in that event a part of the benefit payable under the certificate of the deceased member may be deducted by the Alliance for the payment of funeral expenses of such member, provided, however, that such part shall not exceed the sum of One Hundred Dollars (\$100.00).

Sec. 8. Upon the death of a member, his beneficiary or beneficiaries or any claimant of death benefit shall furnish proof of death in such form as may be required by the Executive Board.

Sec. 9. Upon receipt of notice of the death of a member and sufficient and satisfactory proof of such death, and proof of the validity of the claim, under the laws of the Alliance, the Secretary shall draw and sign an order on the Treasurer in favor of the beneficiary or beneficiaries designated in the Certificate. The President, upon examination of the proofs of death and of the validity of the claim, shall forward the same to the Treasurer for payment, and the Treasurer then shall immediately forward to the officers of the lodge a check or draft payable to the beneficiary or beneficiaries of the deceased member.

Sec. 10. No death benefit, nor any part thereof, shall be paid to the beneficiary or beneficiaries of the deceased member who has procured his admission to the Alliance by fraud, any misrepresentation, or false statements to the examining physician, or by fraudulent concealment of facts material to his admission to the membership of the Alliance, or who has been, prior to his death lawfully suspended or expelled and has not been reinstated according to the laws of the Alliance.

Sec. 11. The beneficiaries of any deceased member who was admitted to membership by reason of his misrepresentation of his correct attained age at the time of his admission and whose correct age, ascertained only after his death, would have made him eligible only at a higher rate of assessment, or in a lower class of death benefit, shall not be entitled to the full amount payable under the certificate issued to the deceased member, but shall receive only such an amount as the assessments paid into the mortuary fund by him would have purchased at his correct age, or the amount of the lower class in case the deceased member was eligible only to such lower class. Provided, however, that if the deceased member under his correct age, which has been ascertained only after his decease, was not eligible to any class of the Death Benefit Fund at the time of his admission to membership, then his beneficiaries shall be entitled to no benefit, but they may be paid a sum equal to the sum of the mortuary assessments paid by the deceased member during the continuation of his fraudulent membership in the Alliance.

Sec. 12. No Will or Testament of the deceased member shall govern or affect the payment of any benefit payable by the Alliance.

Sec. 13. At no time shall any advances be made to a beneficiary or beneficiaries pending the disposition of the entire claim.

Sec. 14. The entire amount of death benefit, or an accrued part thereof as hereinabove stipulated, shall become due and payable to the person or persons entitled thereto, ninety (90) days after the proof of death of the member has been received by the Supreme Secretary, but may be paid prior thereto. No suit or action, in law or equity, shall be brought or maintained upon any claim arising out of, or by reason of the benefit certificate issued by the Alliance, unless commenced within one (1) year after the cause of action has accrued.

ARTICLE 11. DISABILITY AND OLD AGE

Sec. 1. The total loss of sight of both eyes, the loss of both arms or both legs by severance at or

above the wrist or ankle, and complete paralysis permanently incapacitating to work, shall constitute a permanent disability within the meaning of these laws.

Sec. 2. A member permanently disabled as above defined, shall at once notify in writing the Secretary of his lodge of such disability, stating its nature and cause.

Sec. 3. The Secretary of the lodge upon receipt of such notice shall immediately cause a committee to be appointed for investigation, and direct same to obtain a statement from the attending physician and other necessary and material information regarding such disability, and to make a full report in writing of the nature of the disability of such member. The secretary of the lodge shall transmit all proofs of such permanent disability, together with recommendations of the lodge, to the Secretary of the Alliance. The said committee may, in its discretion, engage a competent physician to examine such member and to render his report as to said disability.

Sec. 4. Such disabled member, if the proof of his disability will warrant, shall be allowed a benefit of one-half of the amount named in his benefit certificate. Upon receipt of the disability benefit so allowed, the disabled member shall surrender his benefit certificate and execute a release to the Alliance from all claims and liabilities which he might have had or may have by reason of his membership in the Alliance.

Sec. 5. But no member suffering permanent disability caused directly or indirectly by reason of any immoral act or conduct on his part, drunkenness, the use of opium or other narcotic drugs, or attempted suicide, whether sane or insane, shall be entitled to such disability benefit. Neither shall he be entitled to same while suspended from the Alliance.

OLD AGE

Sec. 6. A member in good standing, who has attained the age of sixty-five (65) years or over, and who has been a member in the Alliance continually for not less than twenty-five (25) years, may upon petition to the Executive Board or the Supreme Assembly, be allowed and paid one-half of death benefit shown in his benefit certificate. Such member receiving one-half of the benefit so allowed, shall surrender his certificate and execute a release to the Alliance releasing it of and from all claims and rights of every kind, which he had, now has or may have by reason of his membership in the Alliance.

ARTICLE 12. BENEFIT CERTIFICATES

Sec. 1. Benefit Certificates shall be issued in such form as the Executive Board may adopt. Upon receipt of such certificate the member shall sign an acceptance thereof in the presence of an officer of the lodge.

Sec. 2. The original benefit certificate issued to a member shall bear the date of his admission into the Alliance, and any subsequent certificate which may be issued to him, either by increase or decrease of benefit, change of beneficiary, or in lieu of a lost certificate, shall bear the original date and date of the last compliance of the member with all the requirements prescribed by these laws.

Sec. 3. No person over 45 years of age shall be eligible to a larger amount of death benefit insurance than Six Hundred Dollars (\$600.00). Members in Class One, Two or Three, who have attained the age of 45 years, shall not be eligible for transfer into Class Four or Five. Members in Class Four, who have attained the age of 45 years, shall not be eligible for transfer into Class Five.

Sec. 4. The name or names of a beneficiary or beneficiaries and their relationship or dependency shall be entered in the benefit certificate according to the directions contained in member's application. Such a beneficiary or beneficiaries shall be within the class designated by these laws.

Sec. 5. A benefit certificate shall not be made payable to a creditor, nor shall it be assigned wholly or in part to secure any debt of a member. Any such assignment of a benefit certificate by a member or beneficiary shall be null and void and of no effect.

Sec. 6. A member in good standing may, at any time, change his beneficiary by surrendering his benefit certificate, designating a new beneficiary and paying a fee of fifty (50) cents for a new certificate. The designation of a new beneficiary must be made in writing and signed by the member in the presence of two (2) witnesses and in the presence of each other and attested by the Financial Secretary, under the seal of the lodge. It shall then be forwarded together with the certificate to the Secretary of the Alliance who will issue a new certificate.

Sec. 7. When a benefit certificate issued to a member is received by the Financial Secretary of a lodge, he shall before delivery to the member, cause him to sign same and take his receipt therefor in the special certificate registry book provided for that purpose.

Sec. 8. Any member whose death benefit certificate has been lost or destroyed shall be entitled to a new certificate upon filing with the Secretary of the Alliance of an affidavit containing the facts in the case, waiving any and all claims under the lost certificate, and upon payment of a fee of 50 cents. The issuance of a new certificate shall cancel and render null and void any and all certificates previously issued to same member.

Sec. 9. No officer, employee or agent of the Alliance or any lodge, officer or member thereof, has the power, right or authority to waive any of the conditions upon which benefit certificates are issued, or to change, vary or waive any of the provisions of the Constitution or Laws. Each and every benefit certificate is issued only upon conditions stated in and subject to the Constitution and Laws of the Alliance. The Constitution and Laws of the Alliance shall be binding on every member thereof, and on all the beneficiaries of the members. Any changes, additions or amendments to said charter or article of incorporation, Constitution or Laws, duly made or enacted subsequent to the issuance of a benefit certificate, shall bind the member and his beneficiaries and shall govern and control the agreement in all respects in the same manner as if such changes, additions or amendments had been made prior to and were in force at the time of the application for membership.

ARTICLE 13. SICK BENEFIT FUND

Sec. 1. Sick benefits are divided into the following three classes:
 Class One (1), \$1.00 per day, except Sunday, or \$6.00 per week.
 Class Two (2), \$1.50 per day, except Sunday, or \$9.00 per week.
 Class Three (3), \$2.00 per day, except Sunday, or \$12.00 per week.

ELIGIBILITY

Sec. 2. Any regular member of the Alliance, being a member of a lodge (not a member-at-large), of the age of 16 years and under 45 years of age, may be accepted in any of the classes of sick benefit department, including members who may have become crippled by loss or one leg, one arm, or one eye, but otherwise physically normal and in good health, provided, that such crippled member shall not be entitled to any sick benefit for sickness or accident resulting directly or indirectly from their crippled condition.

APPLICATION

Sec. 3. The applicant shall fill out an application blank furnished by the Alliance, and present the same to the lodge. After being accepted by the lodge, he shall, within 30 days, present himself to the medical examiner of the lodge for physical examination.

WHEN APPLICANT IS CONSIDERED ACCEPTED

Sec. 4. The applicant is considered accepted to the sick benefit class from the day when his name is entered in the records of the Alliance by the Secretary of the Alliance, after passing medical examination.

INITIATION FEES, TRANSFER FEES AND ASSESSMENTS

Sec. 5. A member, on presenting his application, shall pay an initiation fee as follows:

Class One (1)	\$1.50
Class Two (2)	2.25
Class Three (3)	3.00

For transfer from one class to another as follows:
 From Class One (1) to Class Two (2) \$1.50
 From Class Two (2) to Class Three (3) 1.50
 From Class One (1) to Class Three (3) 2.00

Each and every month each member shall pay an assessment into the sick benefit fund of the class to which he is accepted as follows:

Class One (1)	\$0.45
Class Two (2)	.75
Class Three (3)	1.20

And 5 cents each and every month into the Expense Fund for the management of the Sick Benefit Department.

RIGHT TO SICK BENEFIT

Sec. 6. A member in good standing six (6) months, after his acceptance in any class of the sick benefit department, shall be entitled to receive sick benefit in his respective class in case of sickness or accident, which shall prevent him from attending his usual occupation and shall require the attendance or treatment of a regularly licensed physician, subject to exceptions, limitations and provisions hereinafter specifically enumerated.

AMOUNT OF BENEFIT

Sec. 7. A member in Class One (1) shall receive sick benefit of \$1.00 per day, except Sunday, or \$6.00 per week; Class Two (2), \$1.50 per day, except Sunday, or \$9.00 per week; Class Three (3), \$2.00 per day, except Sunday, or \$12.00 per week. In cases of confinement, a female member shall receive sick benefit for six week days only, notwithstanding that the illness as result thereof may last for a longer period.

DURATION OF BENEFIT

Sec. 8. A member of either class of Sick Benefit Department shall be entitled to receive sick benefit in his particular class for a total of two hundred forty (240) days, as follows: Full benefit for the first one hundred twenty (120) days of illness and one-half (1/2) of the designated benefit in such class for the remaining one hundred twenty (120) week days of illness.

LIMITATION OF SICK BENEFIT

Sec. 9. A member having received sick benefit for two hundred forty (240) week days, either consecutive or intermittent, shall not be entitled to any further sick benefit at any time thereafter. A member who has attained the age of 65 years, shall receive no sick benefit thereafter.

Sec. 10. A member of any sick benefit class who has received sick benefit for 240 week days as provided in Sections 8 and 9, shall not be entitled to any further sick benefits even though he may transfer from one class to another or may join the Sick Benefit Department the second time, after once dropping out of same.

TRANSFER TO A HIGHER CLASS

Sec. 11. A member of either class in good standing, who has not received any sick benefit during the preceding two years and has not been subject to any chronic disease, may apply for transfer to a higher class of sick benefit department.

Sec. 12. A member, upon his transfer to a higher class, shall be entitled to benefits of that class, but not sooner than six (6) months after the date of such transfer. Until that time, he shall be entitled only to the benefit of the lower class from which he was transferred. Member who transfers to a lower class is entitled to the benefits of that class from the day of his transfer.

HOW BENEFIT IS PAID

Sec. 13. A member, whose illness comes within the prescribed class of these laws and continues for a period longer than six (6) days, shall be entitled to sick benefit for each day (Sundays excepted) after said six (6) days. No benefit shall be paid for Sundays or the first six (6) days of any illness. Female members shall not be entitled to any sick benefit on account of child-birth confinement except as hereinabove stated, namely for six (6) days only.

Sec. 14. No member shall be entitled to any sick benefit who is in arrears with his dues and assessments for three

liquors, visits so-called saloons or places where intoxicating liquors are dispensed, or attends public entertainments while on the sick list, shall forfeit the benefit for the entire period of his alleged illness. A single offense of this nature shall be sufficient to deprive the member of his benefit as herein stated.

Sec. 20. No member shall be entitled to any sick benefit because of insanity or while confined in an asylum for treatment.

Sec. 21. A member suffering from a chronic periodically recurring organic disease for which he has received benefit for 120 days, either consecutive or intermittent, shall not be entitled to any further benefit at any time thereafter for such recurring sickness or ailment.

Sec. 22. Female members suffering from displacement or inflammation of uterus, salpingitis, miscarriage, or ailments caused by confinement or pregnancy, shall be entitled to one week's benefit only, provided, however, that for ailments of this nature, requiring surgical operation and confinement in a hospital they shall receive full benefit only for the time while confined to such hospital. No benefit shall be paid for any sickness or ailment due to any illegal operation or abortion, symptoms of menopause, metrorrhagia and menorrhagia.

Sec. 23. No member shall be entitled to sick benefit while he is out of the boundaries of the United States and Canada.

DUTIES OF A SICK MEMBER

Sec. 24. A member becoming ill, shall immediately notify in writing the financial secretary of the lodge of his illness and shall also mail to him a doctor's certificate. He will then be furnished with a proper blank by the secretary, which he shall fill out in ink and return it within three (3) days to the financial secretary of the lodge.

Sec. 25. A sick member must submit himself to the surveillance of the lodge, and shall give full information regarding his sickness to the visiting committee and the officers of the lodge. He shall follow the instructions of the attending physician regarding the treatment.

Sec. 26. Should the visiting committee or the officers of the lodge, upon consultation with the attending physician and upon his advice, deem it advisable that the sick member ought to be confined and treated in a hospital, and when so advised, the sick member should refuse to follow such advice, he shall forfeit his benefit for the entire period of his sickness.

Sec. 27. A member is considered to be on the sick list from the day when the financial secretary of the lodge shall receive notice in writing of his sickness, together with doctor's certificate. Thereafter, the sick member shall furnish the financial secretary of the lodge a doctor's certificate every seventh day. In case he fails to do so, he shall be considered as having recovered from his illness on the date when the physician's last certificate was issued. A member who is confined in a hospital shall furnish doctor's certificate every fourteen (14) days.

Sec. 28. A member, after recovering from his illness, shall immediately notify the financial secretary of the lodge of his recovery. Failing to do so, he shall not be entitled to any benefit after the date of doctor's last certificate.

Sec. 29. Should a member become sick while traveling or living outside the vicinity of his lodge, he shall notify the Secretary of the Alliance of his sickness, in like manner as the financial secretary of a lodge, and if possible, he shall also notify the lodge nearest to the place of his temporary or permanent residence. Failing to do so, he shall not be entitled to any benefit.

Sec. 30. It is the duty of every member of the Alliance to observe the sickness and conduct of the members on the sick list and to immediately notify his lodge or the Secretary of the Alliance of any misconduct or failure to comply with these laws on the part of any sick member.

VISITING COMMITTEE, ITS RIGHTS AND DUTIES

Sec. 31. A member, who has been directed by the financial secretary of the lodge to visit a sick member, shall immediately do so. He shall visit the sick member assigned to him not less than twice a week, according to the secretary's instructions, and not less than once a week, if the sick member is confined in a hospital, providing the hospital is in the same city as the lodge. He shall report of the member's illness to the secretary on a regular blank furnished for that purpose. Failing to comply with such directions, he shall be fined not less than fifty (50) cents nor more than Two Dollars (\$2.00) for each offense. Such fine shall be paid to the lodge at its next meeting, together with regular dues.

Sec. 32. When a member is afflicted with a contagious disease, and by order of physician or health authorities no visitors are permitted, the visiting committee is excused from visiting the sick member during the time of such quarantine. The fact that member's disease is contagious, shall be noted on the visiting blank by the attending doctor.

Sec. 33. If the officers of the lodge or the visiting committee, upon their investigation, should be in doubt as to the legitimacy of member's sickness, it is their duty to request the physician of the lodge to examine such a member at the expense of the Alliance. Should the sick member refuse to submit to an examination by the physician of the lodge, he shall forfeit the benefit for the entire period of his alleged sickness.

Sec. 34. The officers of a lodge shall have the right to visit the sick member at any time, and it is the duty of the sick member to give them full and complete information regarding his illness.

Sec. 35. Any officer or officers of a lodge, members of the visiting committee or any alleged sick member of a lodge who shall be found guilty of conspiracy to fraudulently obtain, or of fraudulently obtaining, sick benefit from the Alliance, or any members found guilty as accomplices to such a fraud or conspiracy, shall be fined not less than Five Dollars (\$5.00) nor more than Twenty-five Dollars (\$25.00) each. Such fines shall be paid at the next regular meeting of the particular lodge together with other dues. One-half (1/2) of such fines shall be remitted to the Expense Fund of the Alliance by the financial secretary of the lodge within thirty (30) days.

THE DUTIES OF THE FINANCIAL SECRETARY OF THE LODGE

Sec. 36. Upon receipt of a written notice of member's sickness, the financial secretary shall immediately appoint a visiting committee of not less than two (2) members and to furnish them and the sick member with necessary blanks. He shall see that the members of said committee obey said orders and

report in detail to the lodge at its next meeting regarding the condition of the sick member.

Sec. 37. It is his duty, immediately after each meeting of the lodge, to report to the Secretary of the Alliance the names and certificate numbers of the sick members and to transmit all documents, reports, doctor's certificates, notices and other blanks properly filled out, and such other information which he may have pertaining to members' sickness, together with the resolution of the lodge passing upon the right of any sick member to the benefit, if any.

Sec. 38. The financial secretary of the lodge shall, promptly and without delay, perform his duties and follow the rules and laws regarding sick members. Should he neglect or fail to perform his duties properly, the lodge shall at once remove him from office and he shall forfeit his entire salary earned to date of such removal. The lodge shall be held responsible to the Alliance for any unauthorized benefits paid out by the Alliance through neglect of duty, either on the part of the financial secretary or other officers of a lodge.

SICK BENEFIT FUND

Sec. 39. The Sick Benefit Fund shall consist exclusively of assessments paid by the members of the sick benefit classes. Sick benefits shall be paid out of the Sick Benefit Fund only.

DEFICIENCY

Sec. 40. In case of deficiency in the Sick Benefit fund, the Executive Board of the Lithuanian Alliance of America shall assess proportionately all sick benefit members to meet the deficiency. The fact of such assessment and the ratio to be paid by each member of the Sick Benefit Fund shall be announced by the Secretary of the Alliance in its official organ. Said assessments shall be paid by the members of each lodge within sixty (60) days after the date of such announcement.

PAYMENT OF BENEFIT

Sec. 41. As soon as the financial Secretary of the lodge shall furnish the Supreme Secretary of the Alliance with all the necessary proofs and documents, together with the resolution of the lodge, and if it shall appear that the member is properly entitled to the benefit, the Treasurer of the Alliance shall pay the same by check after being so authorized by the Secretary and the President of the Alliance. Said check shall be forwarded to the financial secretary of the lodge to be delivered to the member entitled to the benefit, upon his receipt executed on a blank furnished for such purpose by the Secretary of the Alliance.

Sec. 42. Should it appear that the transmitted documents of sickness are incomplete or that there is any evident intention to obtain the benefit wrongfully, then in that event, the Executive Board shall order the Lodge to make a proper investigation. Meantime the payment of the benefit shall be withheld.

Sec. 43. A sick member in good standing, whose illness is severe and prolonged, shall be entitled to receive his benefit monthly, if he so desires.

Sec. 44. In case of death of a sick member whose benefit has not been paid, the same shall be paid to the executor or the administrator of the estate of the deceased member. Should there be no executor or administrator appointed, then to apply same towards defraying the expenses of burial, to be paid to person or persons who have obligated themselves to pay the funeral expenses of such deceased member.

Sec. 45. A member, who has been denied sick benefit or any part thereof by the Executive Board or the Secretary of the Alliance, may appeal his claim to the Supreme Assembly of the Alliance at its next convention, and its decision in the matter shall be final.

Sec. 46. No member shall bring any action against the Lithuanian Alliance of America in any court of law or equity to recover sick benefits before his appeal from the decision of the Executive Board has been presented to the Supreme Assembly at its regular convention, and after the denial of the appeal or rejection of his claim by the Convention. No action shall be brought or maintained, in law or equity, by the aggrieved member, unless commenced within six (6) months after the last day of the Convention of the Supreme Assembly.

TIME AND PLACE OF PAYMENT OF ALL DUES

Sec. 47. All dues shall be paid to the financial secretary of a lodge at its regular monthly meeting. Dues paid to any person other than the financial secretary of a lodge or its duly authorized officer or at a time other than at a regular monthly meeting of a lodge shall not be binding upon a lodge nor the Alliance. Dues and assessments for any calendar month shall accrue and become due and payable at the regular monthly meeting of the lodge during such calendar month. A member-at-large may, however pay his dues directly to the Secretary of the Alliance as provided in these laws. Dues paid to a lodge at one of its regular monthly meetings during any calendar month shall constitute a payment for said calendar month, unless the member is then in arrears, in which case the payment or payments shall first be applied on the month or months for which the member is in arrears, and the balance, if any, on the current month.

ARTICLE 14. NEW LODGES

Sec. 1. Upon application of at least ten (10) persons desiring to form a lodge, the President of the Alliance or his duly authorized deputy, after the applications shall have complied with all the laws regulating the admission of applicants, shall initiate them into the Alliance and install their officers.

Sec. 2. The members of a newly organized lodge, unless they are already members in good standing in some other lodge or lodges, shall be considered as applicants only, and their beneficiaries shall not be entitled to any of the benefits until the Chief Medical Examiner and the Executive Board shall have approved their applications as hereinbefore provided. The time of any and all limitations and rights of the membership provided by these laws shall begin to run from the date of such approval, except as otherwise herein provided.

Sec. 3. No new lodge shall be organized within the territory of an existing lodge without first obtaining from such lodge its consent thereto, but the Executive Board may, in its discretion, fix the territorial limits of any lodge, and its ruling in such matters shall be final.

ARTICLE 15. SUSPENSION, REINSTATEMENT, WITHDRAWALS, TRANSFERS, ETC. SUSPENSION OF LODGES

Sec. 1. A lodge which fails to pay its dues, assessments, or other payments due the Alliance for

three calendar months, shall become ipso facto, without notice, automatically suspended as such, and all the members of said lodge and their beneficiaries shall thereby be deprived of all benefits in the Alliance during said suspension.

Sec. 2. The President of the Alliance may, at his discretion, during the recess of the Executive Board, by a written dispensation, grant such a Lodge an extension of not more than thirty (30) days, in which to pay the dues, assessments or other payments due the Alliance. Should the lodge still remain in arrears at the expiration of said time of grace, it shall stand ipso facto suspended.

Sec. 3. A lodge may also be suspended by the President of the Alliance or the Executive Board for any of the following reasons:

(a) For failure to hold its meeting at least once in sixty (60) days.

(b) For want of harmony among its members which may be detrimental to the welfare and good name of the Alliance.

(c) For insubordination and disrespect shown to the Executive Board.

(d) For wilful violation of the Laws of the Alliance and persistent refusal to comply with the same, after being warned.

(e) If and when the officers or members, or a part of them, shall openly or secretly urge, recommend or suggest to its own members or members of any other lodge to secede from the Alliance or to refuse to pay their dues or assessments or obey its Constitution and Laws.

Sec. 4. Upon the suspension of any lodge for any of the above specified reasons, the Secretary of the Alliance shall notify the lodge either through its president, recording or financial secretary, or treasurer of the suspension of the said lodge.

Sec. 5. A suspended lodge may be reinstated by the Executive Board only upon compliance with such terms and conditions as the Executive Board may decree and determine.

SUSPENSION OF MEMBERS

Sec. 6. A member, who shall fail to pay all his dues and assessments prescribed in these laws for three (3) full calendar months, he shall, ipso facto, become automatically suspended at midnight of the last day of the third month and shall forfeit all his rights and benefits as a member of the Alliance and of the lodge.

Sec. 7. Whenever a member shall become in arrears with his dues or assessments, or both, for two (2) calendar months, the financial secretary of a lodge shall forward by mail to such a member, to his last known place of residence as it appears on the records of the lodge, a notice in a sealed envelope, informing him of the amount of such arrears for said two (2) calendar months, and stating also the amount due or to become due for the third calendar month succeeding said two (2) months. Such notice shall be mailed after a regular meeting of said second month, and not later than five (5) days prior the meeting of said third month. At each meeting of a lodge, the financial secretary shall prepare and read, for the information of its members, a list of delinquent members, who are in arrears three (3) calendar months and who, by reason thereof, have been, ipso facto, automatically suspended. The financial secretary of a lodge shall also send a notice to all its suspended members at least ten (10) days before the meeting of the third month, succeeding the suspension, informing them of the time and place of such meeting at which they may, for the last time, apply for reinstatement. The Secretary of the Alliance shall furnish all lodges with blanks for such purposes. Failure to send such notice, or to receive same by the member, if and when so sent, shall not affect or void the provisions of the preceding section regarding the ipso facto automatic suspension for non-payment of dues or assessments. The mailing of said notices shall not be prerequisite to the suspension of a member for non-payment of dues or assessments, as provided in the preceding section.

Sec. 8. Whenever the recording secretary shall act as a financial secretary of a lodge, he shall read the list of delinquent and suspended members and perform all other duties incumbent upon financial secretary.

Sec. 9. Should a lodge levy a special tax on its members, in accordance with these laws, it shall become payable in like manner as regular dues, and if not paid within the prescribed time, the member shall stand, ipso facto, automatically suspended in like manner as for non-payment of dues, except as otherwise herein provided.

Sec. 10. The suspension of a member from his lodge for any cause shall constitute a suspension from the Alliance and shall carry with it the loss of all the rights, privileges and benefits pertaining to such membership. No notice of the suspension to his beneficiaries shall be necessary.

REINSTATEMENT

Sec. 11. The Executive Board and the Chief Medical Examiner shall constitute a committee on reinstatement, and their decision in all matters of reinstatement shall be final, unless and until repealed by the Supreme Assembly at its convention upon an appeal properly brought to it by the aggrieved parties.

Sec. 12. A member of the Alliance, suspended for non-payment of assessments, dues or fines, and wishing to be reinstated, shall make a written application at a meeting of the lodge from which he was suspended, upon a blank provided for such purpose by the Secretary of said lodge. If such lodge, by a majority vote, shall approve the reinstatement of said member, then its recording secretary shall mail the said application to the Secretary of the Alliance together with its recommendations for reinstatement and accompanied by a statement of its financial secretary that all the arrears have been paid. Such application for reinstatement shall be made within three (3) calendar months from the date of suspension.

Sec. 13. A suspended member, who shall fail to make and present his application for reinstatement within said three (3) calendar months from the date of his suspension, shall be automatically stricken from the membership roll of the Alliance. Thereafter, he can only be admitted as a new member and must comply with all the requirements prescribed for such applicants.

Sec. 14. The benefit certificate of a member, which was in force at the time of his suspension, shall again become valid and in full force and effect from the time of his reinstatement, except as herein otherwise provided.

Sec. 15. No member suspended for non-payment of assessments, dues or fines shall be reinstated in any other manner than herein provided, nor shall a payment of money due by any suspended member be construed to mean reinstatement, and any reinstatement of a suspended member by a lodge or its officers in any other manner than herein provided shall be null and void.

TRANSFERS

Sec. 16. Any member in good standing in a Subordinate Lodge of the Alliance who has moved or is about to move from the town or city, in which such lodge is located, to another town or place where another lodge of the Alliance is located, shall receive, upon application made in writing to the lodge to which he belongs, a certificate of transfer to the lodge with which he proposes to affiliate himself.

Sec. 17. Said certificate shall be known as "Transfer Card" and shall certify the good standing of the member at the time of its issuance, the payment of dues and up to what time they were paid, and that the member is in every way worthy of the regard and confidence of any lodge of the Alliance. It shall designate the lodge to which transfer is requested by the member.

Sec. 18. Said Transfer Card shall be issued on blanks provided by the Alliance and shall be signed by the president and financial secretary of the lodge granting the same. It shall be sealed with the seal of the lodge, if it has one.

Sec. 19. A member seeking to be transferred shall personally appear and present his Transfer Card at a regular meeting of the lodge indicated on said card. The card shall then be read at said meeting and a vote taken to ascertain whether the transferring member shall be admitted into the lodge. A majority vote shall be necessary for admission. The transfer card shall be considered void if not presented within 60 days in the manner required by this section.

Sec. 20. The Transfer Card of the admitted member shall be forwarded by the financial secretary of the lodge to the Secretary of the Alliance within ten (10) days after his acceptance. He shall also, within same time, notify the lodge which issued the card, of the acceptance of its transferring member. Until such notice is given, the transferring member shall not be stricken from the books of said lodge, but shall continue to be its member and pay to it all his dues and assessments. If the new lodge should fail to notify his former lodge of his acceptance and he should thereby be compelled to pay double dues, the new lodge shall refund the over-paid dues.

Sec. 21. Should an active member decide to withdraw from Mortuary and Sick Benefit Funds and to become a Social Member, he shall first pay all dues and claims against him, surrender his benefit certificate and obtain from the secretary of his lodge a "Transfer Card" to social membership. He shall then be so transferred. The transfer to social membership shall not be granted if such a transfer will reduce the number of active members remaining in the lodge below fifteen (15).

Sec. 22. The Executive Board in the exercise of its discretion and having in mind the best interests of the Alliance, may permit members of other lodges to be transferred for the purpose of becoming charter members of a new lodge. Such members shall make written application through their respective lodges. The rights and benefits of the transferring members shall in no manner be affected by such transfer, except the status of members who shall transfer to social membership, in which case, they shall surrender their benefit certificates and forfeit all their rights to all benefits thereunder.

WITHDRAWALS

Sec. 23. If for any cause reinstatement is refused to any suspended member, or if he does not desire to be reinstated and, the only reason of his suspension was the failure to pay dues or assessments, the suspended member may be granted, upon application at any time within three months of his suspension or refusal to reinstate, a final withdrawal card upon the payment of all his dues, assessments, fines and charges up to the date of his suspension. He may be accepted by his lodge as a social member in lieu of final withdrawal.

ARTICLE 16. OFFENSES

Sec. 1. A member of the Alliance shall be subject to charges, trial and punishment for the following causes:

(a) For wilful violation of the Constitution, Laws, Rules and Regulations and mandates of the Supreme Assembly or the Executive Board.

(b) For wilful omission or refusal to perform any act or duty imposed upon him or prescribed for him by the Constitution, Laws, Rules or Regulations of the Alliance.

(c) For wilful insubordination or refusal to obey orders of the Supreme Assembly or Executive Board.

(d) For obtaining or attempting to obtain benefits from a lodge or from the Alliance by misrepresentation, false pretense, or any other fraudulent manner.

(e) For wilfully slandering, abusing or wrongfully accusing the Supreme Assembly, its officers or Members of the Executive Board.

(f) For wrongfully appropriating or retaining any property or moneys of the lodge or of the Alliance.

(g) For defrauding or attempting to defraud any lodge of the Alliance.

(h) For immoral conduct which may affect the health of any member or the reputation of the Alliance.

(i) For wilful violation of his ritualistic obligations or initiatory instructions.

(j) For obtaining admission or reinstatement of himself or causing the reinstatement or admission of anyone else by fraud, misrepresentation or false pretenses.

(k) For assaulting, beating, striking, or otherwise molesting a member at or during the meeting of a lodge.

(l) For being disorderly, drunk or abusive at a meeting of a lodge.

(m) For falsely and wrongfully accusing any member of any committee of the offense of wilfully violating the Laws of the Alliance, with intention of injuring the name and reputation of such member.

(n) For wilfully divulging to an applicant the name of a member who reported unfavorably upon his application, or was otherwise opposed to his admission to the Alliance.

(o) For revealing confidential transactions of a lodge or of the Alliance to the injury of either.

(p) For being convicted by a Court of Record of a felony punishable by imprisonment in a penitentiary.

Sec. 2. The commission of any of the above enumerated offenses shall constitute conduct unbecoming a member of the Alliance.

Sec. 3. A lodge shall also be subject to charges, trial and punishment for any of the above enumerated causes or offenses.

PENALTIES

Sec. 4. Upon conviction by the trial tribunal, having jurisdiction of the subject matter, for any of the offenses herein enumerated, any or all of the

following penalties may be imposed upon the guilty party or parties.

(a) A fine of not less than One Dollar (\$1.00) and not more than Twenty-five Dollars (\$25.00), which shall be added to the dues of the member found guilty, which shall be paid by him at the next meeting of the lodge.

(b) Suspension of the right to vote or to have any voice, or both, for a period not exceeding one year.

(c) Suspension of the right to visit any lodge or all lodges of the Alliance for a period not exceeding one year.

(d) Removal from office, if any office is held by the convicted member.

(e) Suspension from all the benefits, both in the lodge and in the Alliance, for a period not exceeding one year.

(f) Expulsion from the Alliance.

(g) Reprimand at an open meeting of a lodge.

Sec. 5. Should a lodge be found guilty of any of the offenses specified in this Constitution, any or all of the following penalties may be imposed: (a) Fine not exceeding \$100.00; (b) Suspension or revocation of the charter; (c) Suspension or expulsion from the Alliance of any or all officers of the lodge; (d) Suspension of the right of representation in the Supreme Assembly of the Alliance.

ARTICLE 17. JURISDICTION AND PRACTICE IN TRIALS

Sec. 1. The presiding officer of a lodge shall have the power, at any meeting of his lodge, to impose a penalty upon any member whom he shall find then and there guilty of disorderly conduct, intoxication, abusiveness, assault upon any member or members of the lodge, or refusal to obey the rulings and orders of the chair. Provided, however, that only the following penalties may be so imposed by the presiding officer of the lodge: (a) A fine of not over \$5.00; (b) Suspension during the meeting of the right to vote; (c) or take the floor; (d) Expulsion from the meeting; (e) Reprimand.

Sec. 2. A lodge or its tribunal shall have original jurisdiction in following cases involving grievances between it and its members: (a) Immoral conduct of a member affecting his health or the reputation of the lodge; (b) Wilful misconduct of a member adversely affecting the welfare of a lodge; (c) Misappropriation of any of the funds of a lodge or any other fraud perpetrated upon it; (d) Wrongful accusation of any officers of a lodge of violating the Laws of the Alliance; (e) Divulging of any of the secrets of a lodge; (f) Disorderly conduct and insubordination of a member at a meeting of a lodge.

Sec. 3. The Executive Board of the Alliance shall have original jurisdiction in all cases involving the following questions: (a) Interpretation of the Constitution and Laws of the Alliance; (b) Wilful violation of the Constitution, Laws, Rules and Regulations of the Alliance; (c) Insubordination or refusal to obey orders of the Supreme Assembly, its officers or members of the Executive Board; (d) Any fraud committed upon the Alliance; (e) Wrongful appropriation or retention of any property or moneys belonging to any lodge or the Alliance; (f) In all cases where a lodge fails, refuses or neglects to try its offending member within sixty (60) days after charges have been preferred against him.

Sec. 4. In all cases cognizable by the tribunal of a lodge the Executive Board shall have concurrent original jurisdiction to be exercised only upon the written request of either the complainant or the defendant and presented to the lodge before the commencement of the trial.

Sec. 5. The Executive Board shall have appellate jurisdiction in all cases involving judgments and decisions of the Presidents and of the Trial Tribunals of the lodges upon appeal properly brought before it.

Sec. 6. The Supreme Assembly shall have original jurisdiction in all cases relating to the Constitution of the Alliance and not previously brought before the Executive Board, and over the members of the Supreme Assembly during its sessions. It shall have appellate jurisdiction in all cases involving judgments and decisions of the Trial Tribunals of Lodges and of the Executive Board upon appeal properly brought before the Convention of the Assembly.

Sec. 7. All cases within the jurisdiction of a lodge shall be tried by an Arbitration Tribunal, consisting of three (3) members of the Alliance to be composed as follows: (a) One member of said Tribunal to be selected by the complainant; (b) One by the defendant, and (c) One to be appointed by the president of a lodge. The member appointed by the president of a lodge shall be the presiding officer of the Arbitration Tribunal.

Sec. 8. Any aggrieved member may institute a cause to be tried before the Arbitration Tribunal of a lodge by filing with the recording secretary a written complaint, in duplicate, signed by the complainant and containing a clear statement of all the facts and charges against the accused member, the date and place of the alleged offense, and also the name and address of the defendant member.

Sec. 9. The recording secretary of a lodge, after the complaint shall have been filed with him, shall read the same at the next meeting of the lodge. Upon appointment of an arbitrator by the president of a lodge, he shall deliver a copy of the complaint to said arbitrator. The secretary shall then immediately summon the complainant and defendant and request them to designate in writing their respective members of the Arbitration Tribunal.

Sec. 10. The mailing to the defendant, to his last known place of residence, of a written notice with a statement of the nature of the charges filed against him shall be deemed a sufficient and binding notice to him of the pendency of the cause. The secretary, when so requested, shall deliver a copy of said complaint to the defendant member and take his receipt therefor.

Sec. 11. The Arbitration Tribunal shall be formed within 15 days after the meeting of the lodge and it shall set the cause for immediate trial, notifying the complainant and the defendant of the date, time and place of trial.

Sec. 12. The procedure and mode of taking evidence by the Arbitration Tribunal shall be as nearly as possible similar to the procedure of courts of equity of the state in which the lodge is situated.

Sec. 13. The presiding officer of the Tribunal shall have the exclusive power to rule upon the admissibility of the evidence submitted by either party.

Sec. 14. All decisions of the Arbitration Tribunal shall be made by a majority vote.

Sec. 15. The Arbitration Tribunal upon finding the defendant guilty shall impose upon him such penalty as it shall deem just and proper within the scope of these laws.

Sec. 16. Failure of the defendant to name his ar-

(Continued on Page 7).