

State of Iowa

1920

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REPORT OF THE  
**Insurance Department**  
OF IOWA

---

VOL. II.—LIFE INSURANCE

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A. C. SAVAGE

Commissioner of Insurance

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Business of 1919, from Reports of December 31, 1919



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Des Moines

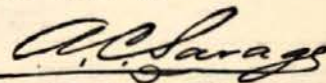
**INSURANCE DEPARTMENT OF IOWA**

**Des Moines**

HON. WILLIAM L. HARDING, *Governor.*

SIR: It gives me pleasure to submit to you, Volume II of the 51st Annual Report of the Insurance Department of Iowa, covering the business of Life Insurance Companies and Associations and Fraternal Beneficiary Associations transacted in the state for the year ending December 31, 1919.

Yours very truly,



Commissioner of Insurance.

Des Moines, May 1, 1920.

## IOWA STATE DEPARTMENT OF INSURANCE

Office	Name	Residence at Time of Appointment	Birthplace	Compensation
Deputy	Thomas Watters, Jr.	Des Moines	Iowa	\$ 2,400.00
Actuary	A. M. Haight	Indianapolis, Ind.	Michigan	3,600.00
Chief Examiner	W. L. Crawford	Cascade	Iowa	2,600.00
Security Clerk	John W. Dailey	Cherokee	Illinois	2,100.00
Asst. Sec. Clerk	J. H. Loper	Des Moines	Iowa	1,400.00
Fee Clerk	H. D. Durham	Lamont	Iowa	1,800.00
General Clerk	E. W. Sweaney	Des Moines	Missouri	1,400.00
Certificate Clerk	Phyllis McLaughlin	Des Moines	Nebraska	1,500.00
Policy Examiner	Ralph N. Lynch	Adair	Iowa	1,800.00
Examiner	Karl P. Blaise	Des Moines	Iowa	Per diem
Examiner	Leslie L. Bleakly	Des Moines	Iowa	Per diem
Examiner	Roy E. Curray	Des Moines	Iowa	Per diem
Examiner	C. E. Dailey	Des Moines	Iowa	Per diem
Examiner	E. B. Holmes	Des Moines	England	Per diem
Examiner	Bert Jones	Des Moines	Iowa	Per diem
Examiner	R. F. Lee	Des Moines	Iowa	Per diem
Examiner	H. E. Mizener	Des Moines	Nebraska	Per diem
Examiner	E. L. Shinnick	St. Paul, Minn.	Wisconsin	Per diem
Examiner	Ray C. Stiles	Des Moines	Iowa	Per diem
Examiner	H. J. Van Aken	Des Moines	Iowa	Per diem
Examiner	B. D. Van Meter	Des Moines	Iowa	Per diem
Examiner	Arnold Westburg	Des Moines	Iowa	Per diem
Stenographer	Louise Stehm	Des Moines	Iowa	1,200.00
Stenographer	Louise Umpleby	Des Moines	Ohio	1,200.00
Stenographer	Opal Adamson	Centerville	Iowa	1,140.00
Stenographer	Mildred Colgan	Valley Junction	Iowa	1,080.00
File Clerk	Nan Emmons	Des Moines	Illinois	1,080.00
Messenger and Janitor	Albert J. Gay	Des Moines	W. Virginia	1,080.00

### AUDITORS OF STATE—EX-OFFICIO COMMISSIONERS OF INSURANCE

Name	County From Which Chosen	Date of First Election or Appointment	Years Served
John Pattee	Bremer	July 4, 1857	1857-1859
Jonathan W. Cattell	Cedar	October 12, 1858	1859-1865
John A. Elliott	Mitchell	November 5, 1864	1865-1871
John Russell	Jones	October 11, 1870	1871-1875
Buren R. Sherman	Benton	October 18, 1874	1875-1881
William V. Lucas	Cerro Gordo	November 2, 1880	1881-1883
John L. Brown	Lucas	October 7, 1882	1883-1885
Jonathan W. Cattell	Cedar	March 9, 1885	1885-1886
John L. Brown	Lucas	January 23, 1886	1886
Charles Beardsley	Des Moines	April 13, 1886	1886
John L. Brown	Lucas	July 14, 1886	1886-1887
Frank F. Merriam	Guthrie	November 2, 1886	1887-1893
James A. Lyons	Story	November 8, 1892	1893-1899
Cornelius G. McCarthy	Delaware	November 8, 1898	1899-1903
Beryl F. Carroll	Davis	November 3, 1902	1903-1909
John L. Bleakly	Ida	November 3, 1908	1909-1914

### COMMISSIONERS OF INSURANCE

Chapter 146, Laws 35th G. A., Created Office of Commissioner of Insurance.

Emory H. English	Polk	June 29, 1914	1914-1918
J. F. Taske	Polk	January 16, 1918	1918-1919
A. C. Savage	Adair	February 3, 1919	1919

## LIFE INSURANCE

## REPORT OF INSURANCE COMMISSIONER

### Life and Fraternal

This report has been prepared in compliance with section 1781, Chapter 9, Title IX of the Code, and embodies a report of the financial condition of each and every company licensed to transact life, fraternal or assessment life insurance in Iowa on December 31, 1919. A number of statistical tables have been prepared showing comparative figures for the various companies so licensed.

The year of 1919 has been a phenomenal one in the insurance world. With practically no exceptions, companies have shown a remarkable increase in insurance written. The lapse rate has been remarkably low and the ratio of actual to expected mortality favorable. The epidemic of Spanish Influenza which was rampant during the later part of 1918 gradually died out during the first three months of 1919 and after that date the mortality of practically all companies has been exceedingly low, bringing the average mortality very nearly to what it was in 1917.

The following table of percentage of actual to expected mortality has been compiled for the years 1915, 1916, 1917, 1918 and 1919:

ACTUAL AND EXPECTED MORTALITY

Name of Company	Location	1915	1916	1917	1918	1919
<b>IOWA COMPANIES</b>						
American Life Ins. Co.	Des Moines, Iowa	55.2	32.4	44.9	91.5	68
American Teachers Life Ins. Co.	Des Moines, Iowa	65.3	68.2	66.5	78.2	68
Bankers Life Co.	Des Moines, Iowa	34.7	48.2	20.8	72.5	42
Cedar Rapids Life Ins. Co.	Cedar Rapids, Iowa	38.0	36.0	34.9	126.1	62
Central Life Assur. Soc. of U.S. Mut.	Des Moines, Iowa					
Des Moines Life & Annuity Co.	Des Moines, Iowa					18
Equitable Life Ins. Co. of Iowa	Des Moines, Iowa	33.0	43.1	35.6	96.7	48
Guaranty Life Ins. Co.	Davenport, Iowa	26.1	39.9	37.1	96.0	47
Iowa Life Ins. Co.	Waterloo, Iowa	50.6	45.5	54.7	27.1	40
Liberty Life Ins. Co.	Des Moines, Iowa					48
Merchants Life Ins. Co.	Des Moines, Iowa	44.7	57.0	62.9	81.5	50
Nat'l American Life Ins. Co.	Burlington, Iowa	52.9	49.4	24.2	48.0	72
Nat'l Fidelity Ins. Co. of Iowa	Sioux City, Iowa		4.0	35.0	124.0	40
Provident Life Ins. Co.	Des Moines, Iowa	5.6	43.5	50.2	96.9	56
Register Life Ins. Co.	Davenport, Iowa	33.4	43.5	27.8	75.7	44
Reinsurance Life Company	Des Moines, Iowa					16
Republic Life Ins. Co.	Des Moines, Iowa					62
Royal Union Mut. Life Ins. Co.	Des Moines, Iowa	65.9	50	80	127.0	62
State Life Ins. Co. of Iowa	Des Moines, Iowa					78
Western Life Ins. Co.	Des Moines, Iowa	28.8	29.9	29.7	80.4	78

Name of Company	Location	1915	1916	1917	1918	1919
<b>OTHER THAN IOWA COMPANIES</b>						
Aetna Life Ins. Co.	Hartford, Conn.	71.9	80.2	69.4	99.7	86
American Bankers Ins. Co.	Chicago, Ill.	35.9	50.9	53.2	138.8	96
American Central Life Ins. Co.	Indianapolis, Ind.	64.3	54.1	49.7	103.8	82
American Nat'l Assur. Co.	St. Louis, Mo.	56.7	26.6	52.7	78.2	73
Bankers Life Ins. Co.	Lincoln, Neb.	29.7	35.4	37.5	93.7	47
Bankers Reserve Life	Omaha, Neb.	39.3	41.9	33.9	89.1	32
Berkshire Life Ins. Co.	Pittsfield, Mass.	89.6	69.0	62.8	92.7	76
Central Life Ins. Co. of Illinois	Ottawa, Ill.	36.1	32.3	46.0	88.9	34
Columbian Nat'l Life Ins. Co.	Boston, Mass.	63.9	46.3	51.9	100.3	58
Commonwealth Life Ins. Co.	Omaha, Neb.	16.0	33.4	30.9	138.8	68
Connecticut Mut. Life Ins. Co.	Hartford, Conn.	70.5	67.7	58.5	87.2	66
Continental Assurance Co.	Chicago, Ill.	36.6	20.4	40.5	146.0	39
Equitable Life Assur. Soc.	New York, N. Y.	76.5	75.9	70.9	101.8	71
Farmers Nat'l Life Ins. Co.	Huntington, Ind.	39.6	17.4	92.1	45	45
Federal Life Ins. Co.	Chicago, Ill.	32.6	49.3	50.8	96.5	58
Fidelity Mut. Life Ins. Co.	Philadelphia, Pa.	91.6	91.3	69.6	117.5	74
Girard Life Ins. Co.	Philadelphia, Pa.	44.5	43.7	72.2	112.0	69
Guardian Life Ins. Co.	New York, N. Y.	28.7	41.0	43.0	97.3	54
Home Life Ins. Co.	New York, N. Y.	69.4	64.8	54.6	105.9	64
International Life Ins. Co.	St. Louis, Mo.	64.1	46.4	54.5	100.8	63
John Hancock Mut. Life Ins. Co.	Boston, Mass.	79.2	79.1	79.3	126.3	67
Kansas City Life Ins. Co.	Kansas City, Mo.	55.8	52.6	44.9	101.7	50
Lutheran International Life Co.	Ottawa, Ill.			119.6	29.9	24
Lincoln Nat'l Life Ins. Co.	Ft. Wayne, Ind.	34.8	47.5	31.8	98.4	48
Mass. Mut. Life Ins. Co.	Springfield, Mass.	68.8	64.8	56.7	91.3	57
Metropolitan Life Ins. Co.	New York, N. Y.	87.0	89.1	85.0	135.1	81
Michigan Mutual Life Ins. Co.	Detroit, Mich.	71.9	66.0	75.9	85.4	57
Midland Insurance Co.	St. Paul, Minn.	23.5	27.6	26.2	111.4	32
Missouri State Life Ins. Co.	St. Louis, Mo.	57.7	55.2	55.2	115.2	35
Midwest Life Insurance Co.	Lincoln, Neb.	39.7	40.7	27.3	101.6	65
Morris Plan Ins. Society	New York, N. Y.					56
Mutual Benefit Life Ins. Co.	Newark, N. J.	56.4	62.7	51.4	86.7	61
Mutual Life Ins. Co. of N. Y.	New York, N. Y.	73.5	75.7	71.7	96.7	63
Mutual Trust Life Ins. Co.	Chicago, Ill.	72.8	74.3	59.5	113.8	48
Natl. Life Ins. Co. of U. S. A.	Chicago, Ill.	64.5	68.1	67.0	116.5	60
Natl. Life Insurance Co.	Montpelier, Vt.	65.9	63.7	63.7	84.0	63
New England Mut. Life Ins. Co.	Boston, Mass.	61.9	62.9	57.8	100.3	53
New World Life Ins. Co.	Spokane, Wash.	83.1	54.2	35.2	140.6	68
New York Life Insurance Co.	New York, N. Y.	73.4	70.9	70.8	94.6	78
North American Life Ins. Co.	Chicago, Ill.	61.1	58.9	40.7	101.0	55
Northwestern Mutual Life Ins. Co.	Milwaukee, Wis.	60.3	63.6	54.2	78.1	57
Northwestern Nat'l Life Ins. Co.	Minneapolis, Minn.	52.5	57.4	53.7	119.9	61
Old Line Life Ins. Co.	Milwaukee, Wis.	45.6	54.1	53.0	87.9	34
Old Colony Life Ins. Co.	Chicago, Ill.	72.4	111.0	96.8	133.3	62
Pacific Mutual Life Ins. Co.	Los Angeles, Cal.	65.9	58.1	60.3	104.6	64
Penn. Mutual Life Ins. Co.	Philadelphia, Pa.	68.8	76.7	64.8	105.2	66
Peoria Life Ins. Co.	Peoria, Ill.	36.2	23.1	31.0	83.9	56
Phoenix Mutual Life Ins. Co.	Hartford, Conn.	71.2	58.1	67.2	97.1	61
Prairie Life Ins. Co.	Omaha, Neb.	17.1	30.2	31.0	68.0	62
Provident Life & Trust Co.	Philadelphia, Pa.	48.9	50.6	44.5	88.2	51
Prudential Ins. Co. of America	Newark, N. J.	76.4	76.9	76.7	129.5	74
Reliance Life Ins. Co.	Pittsburgh, Pa.	59.4	51.8	58.5	101.9	54
Reserve Loan Life Ins. Co.	Indianapolis, Ind.	60.8	48.9	64.5	89.5	59
St. Joseph Life Ins. Co.	St. Joseph, Mo.	47.4	33.8	101.4	22	22
Security Mut. Life Ins. Co.	Lincoln, Neb.	41.4	33.8	40.8	150.0	46
Standard Life Ins. Co.	Decatur, Ill.		80.0	79.4	99.5	78
State Life Insurance Co.	Indianapolis, Ind.	55.1	68.2	65.1	99.8	72
Travelers Insurance Co.	Hartford, Conn.	65.6	60.4	54.3	98.2	67
Union Central Life Ins. Co.	Cincinnati, Ohio	61.5	61.2	56.4	89.4	63
Union Mutual Life Ins. Co.	Portland, Me.	59.9	79.7	71.0	89.9	69
United States Life Ins. Co.	New York, N. Y.	80.3	74.8	76.2	98.4	94

LIFE INSURANCE COMPANIES, ASSOCIATIONS AND FRATERNAL  
BENEFICIARY SOCIETIES  
LIFE

## Iowa Companies

American Life Insurance Company	Des Moines, Iowa
American Teachers Life Insurance Company	Des Moines, Iowa
Bankers Life Company	Des Moines, Iowa
Cedar Rapids Life Insurance Company	Cedar Rapids, Iowa
Central Life Assur. Society of the U. S. (Mutual)	Des Moines, Iowa
Des Moines Life and Annuity Company	Des Moines, Iowa
Equitable Life Insurance Company of Iowa	Des Moines, Iowa
Guaranty Life Insurance Company	Davenport, Iowa
Iowa Life Insurance Company	Waterloo, Iowa
Liberty Life Insurance Company	Des Moines, Iowa
Merchants Life Insurance Company	Des Moines, Iowa
National American Life Insurance Co. of Iowa	Burlington, Iowa
National Fidelity Life Insurance Co. of Iowa	Sioux City, Iowa
Provident Life Insurance Company	Des Moines, Iowa
Register Life Insurance Company	Davenport, Iowa
Reinsurance Life Company	Des Moines, Iowa
Republic Life Insurance Company	Des Moines, Iowa
Royal Union Mutual Life Insurance Company	Des Moines, Iowa
State Life Insurance Company of Iowa	Des Moines, Iowa
Western Life Insurance Company	Des Moines, Iowa

## Other Than Iowa Companies.

Aetna Life Insurance Company	Hartford, Connecticut
American Bankers Insurance Company	Chicago, Illinois
American Central Life Insurance Company	Indianapolis, Indiana
American National Assurance Company	St. Louis, Missouri
Bankers Life Insurance Company	Lincoln, Nebraska
Bankers Reserve Life Company	Omaha, Nebraska
Berkshire Life Insurance Company	Pittsfield, Mass.
Central Life Insurance Company of Illinois	Ottawa, Illinois
Columbian National Life Insurance Company	Boston, Mass.
Commonwealth Life Insurance Company	Omaha, Nebraska
Connecticut Mutual Life Insurance Company	Hartford, Connecticut
Continental Assurance Company	Chicago, Illinois
Equitable Life Assurance Society of U. S.	New York, New York
Farmers National Life Insurance Co. of A.	Huntington, Indiana
Federal Life Insurance Company	Chicago, Illinois
Fidelity Mutual Life Insurance Company	Philadelphia, Pa.
Girard Life Insurance Company	Philadelphia, Pa.
Guardian Life Insurance Company	New York, New York
Home Life Insurance Company	New York, New York
International Life Insurance Company	St. Louis, Mo.
John Hancock Mutual Life Insurance Company	Boston, Mass.
Kansas City Life Insurance Company	Kansas City, Missouri
Lincoln National Life Insurance Company	Fort Wayne, Indiana

Lutheran International Life Insurance Company.....	Ottawa, Illinois
Massachusetts Mutual Life Insurance Company.....	Springfield, Mass.
Metropolitan Life Insurance Company.....	New York, New York
Michigan Mutual Life Insurance Company.....	Detroit, Michigan
Midland Insurance Company.....	St. Paul, Minnesota
Midwest Life Insurance Company.....	Lincoln, Nebraska
Missouri State Life Insurance Company.....	St. Louis, Missouri
Morris Plan Insurance Society.....	New York, New York
Mutual Benefit Life Insurance Company.....	Newark, New Jersey
Mutual Life Insurance Company of New York.....	New York, New York
Mutual Trust Life Insurance Company.....	Chicago, Illinois
National Life Insurance Company U. S. of A.....	Chicago, Illinois
National Life Insurance Company.....	Montpelier, Vermont
New England Mutual Life Insurance Company.....	Boston, Mass.
New World Life Insurance Company.....	Spokane, Washington
New York Life Insurance Company.....	New York, New York
North American Life Insurance Company.....	Chicago, Illinois
Northwestern Mutual Life Insurance Company.....	Milwaukee, Wisconsin
Northwestern National Life Insurance Company.....	Minneapolis, Minn.
Old Colony Life Insurance Company.....	Chicago, Illinois
Old Line Life Insurance Company.....	Milwaukee, Wis.
Pacific Mutual Life Insurance Company.....	Los Angeles, Cal.
Penn Mutual Life Insurance Company.....	Philadelphia, Pa.
Peoria Life Insurance Company.....	Peoria, Illinois
Phoenix Mutual Life Insurance Company.....	Hartford, Conn.
Prairie Life Insurance Company.....	Omaha, Nebraska
Provident Life & Trust Company.....	Philadelphia, Pa.
Prudential Insurance Company of America.....	Newark, New Jersey
Reliance Life Insurance Company.....	Pittsburgh, Pa.
Reserve Loan Life Insurance Company.....	Indianapolis, Ind.
Saint Joseph Life Insurance Company.....	St. Joseph, Mo.
Security Mutual Life Insurance Company.....	Lincoln, Nebraska
Standard Life Insurance Company.....	Decatur, Illinois
State Life Insurance Company.....	Indianapolis, Ind.
Travelers Insurance Company.....	Hartford, Conn.
Union Central Life Insurance Company.....	Cincinnati, Ohio
Union Mutual Life Insurance Company.....	Portland, Maine
United States Life Insurance Company.....	New York, New York

#### ASSESSMENT LIFE ASSOCIATIONS

##### Iowa Associations.

Mutual Life Association of Iowa.....	Red Oak, Iowa
National Life Association.....	Des Moines, Iowa

##### Other Than Iowa Associations.

Guarantee Fund Life Association.....	Omaha, Nebraska
Illinois Bankers Life Association.....	Monmouth, Illinois

#### FRATERNAL BENEFICIARY SOCIETIES

##### Iowa Societies.

Ancient Order of United Workmen.....	Des Moines, Iowa
Brotherhood of American Yeomen.....	Des Moines, Iowa
Degree of Honor.....	Cedar Rapids, Iowa
Homesteaders.....	Des Moines, Iowa
Knights of Pythias of N. A., S. A., Etc., Grand Lodge (Colored).....	Des Moines, Iowa
Lutheran Mutual Aid Society.....	Waverly, Iowa
Modern Brotherhood of America.....	Mason City, Iowa
Mystic Tollers.....	Des Moines, Iowa
Order of Ry. Conductors of A. Mut. Ben. Dept.....	Cedar Rapids, Iowa
Roman Catholic Mutual Protective Society of Iowa....	Ft. Madison, Iowa
Western Bohemian Fraternal Association.....	Cedar Rapids, Iowa
Zapadni Ceska Katolicka Jednota (Western Bohemian Catholic Union).....	Spillville, Iowa

##### Other Than Iowa Fraternal Societies

Aid Association of Lutherans.....	Appleton, Wisc.
Ancient Order of Gleaners.....	Detroit, Michigan
Ben Hur, Supreme Tribe of.....	Crawfordsville, Ind.
Benefit Association of Railway Employees.....	Chicago, Illinois
Bohemian-Slavonian Benevolent Soc. of U. S.....	Chicago, Illinois
Catholic Knights of America, Supreme Council.....	St. Louis, Mo.
Catholic Order of Foresters.....	Chicago, Illinois
Columbian Circle (The).....	Chicago, Illinois
Court of Honor.....	Springfield, Illinois
Fraternal Aid Union.....	Lawrence, Kansas
Independent Order of Foresters, Supreme Court.....	Toronto, Canada
Katalicky Delnick (Catholic Workmen).....	New Prague, Minn.
Knights of Columbus.....	New Haven, Conn.
Knights and Ladies of Security, National Council.....	Topeka, Kansas
Knights of Pythias, Supreme Lodge.....	Indianapolis, Ind.
Ladies of the Modern Maccabees.....	Port Huron, Mich.
Loyal American Life Association.....	Chicago, Illinois
Loyal Mystic Legion of America.....	Hastings, Nebr.
Luther Union.....	Minneapolis, Minn.
Maccabees, The.....	Detroit, Michigan
Masonic Mutual Life Ass'n of the District of Columbia.....	Washington, D. C.
Modern Woodmen of America.....	Rock Island, Illinois
Mystic Workers of the World.....	Fulton, Illinois
National Fraternal Society of the Deaf.....	Chicago, Illinois
National Slovak Society of U. S. of A.....	Pittsburgh, Pa.
National Union Assurance Society.....	Toledo, Ohio
North Star Benefit Association.....	Moline, Illinois
Royal Arcanum, Supreme Council of the.....	Boston, Mass.
Royal Highlanders.....	Lincoln, Nebraska
Royal Neighbors of America.....	Rock Island, Illinois
Sons of Norway.....	Minneapolis, Minn.
United Danish Societies of America.....	Racine, Wisconsin

Western Catholic Union, Supreme Council of the.....	Quincy, Illinois
Woman's Benefit Association of the Maccabees.....	Port Huron, Mich.
Women's Catholic Order of Foresters.....	Chicago, Illinois
Woodmen Circle.....	Omaha, Nebraska
Woodmen of the World, Sovereign Camp of the.....	Omaha, Nebraska

For the sake of uniformity, the statistics relative to the accident and health department of life insurance companies have been included in the first volume of this report which covers fire, casualty and miscellaneous companies. In order to facilitate the reader in ascertaining information as to the various companies licensed in Iowa, it has been thought advisable to include the following table showing the various companies, other than life, transacting business in the State. It has been thought unnecessary, however, to include county mutual fire associations.

#### FIRE INSURANCE COMPANIES

##### Iowa Companies

Automotive Insurance Company.....	Mason City, Iowa
Central National Fire Ins. Co.....	Des Moines, Iowa
Dubuque Fire and Marine Ins. Co.....	Dubuque, Iowa
Farmers Automobile Ins. Co.....	Sioux City, Iowa
Farmers Insurance Co.....	Cedar Rapids, Iowa
Globe National Fire Ins. Co.....	Sioux City, Iowa
Hawkeye Securities Fire Ins. Co.....	Des Moines, Iowa
Horticultural Ins. Co.....	Des Moines, Iowa
Inter-State Auto Insurance Co.....	Rock Rapids, Iowa
Iowa Automobile Mutual Ins. Co.....	Cedar Rapids, Iowa
Iowa Manufacturers' Ins. Co.....	Waterloo, Iowa
Iowa National Fire Ins. Co.....	Des Moines, Iowa
Iowa State Ins. Co. (Mutual).....	Keokuk, Iowa
Mill Owners Mutual Fire Ins. Co.....	Des Moines, Iowa
Security Fire Ins. Co.....	Davenport, Iowa
North American Fire Ins. Co.....	Des Moines, Iowa
Reinsurance Fire Co.....	Des Moines, Iowa
State Insurance Co.....	Des Moines, Iowa
Western Grain Dealers Mutual Fire Ins Co.....	Des Moines, Iowa

##### Other Than Iowa Companies

Aetna Insurance Co.....	Hartford, Conn.
Agricultural Ins. Co.....	Watertown, N. Y.
Alliance Insurance Co.....	Philadelphia, Pa.
American Alliance Ins. Co.....	New York, N. Y.
American Central Ins. Co.....	St. Louis, Mo.
American Druggists' Fire Ins. Co.....	Cincinnati, Ohio.
American Eagle Fire Ins. Co.....	New York, N. Y.
American Fire Ins. Corp'n. of N. Y.....	New York, N. Y.
American Insurance Co.....	Newark, N. J.

Western Department.....	Rockford, Ill.
American Merchant Marine Ins. Co.....	New York, N. Y.
American National Fire Ins. Co.....	Columbus, Ohio
Atlas Assur. Company.....	New York, N. Y.
Automobile Insurance Co.....	Hartford, Conn.
Bankers and Shippers Ins. Co. of N. Y.....	New York, N. Y.
Boston Insurance Co.....	Boston, Mass.
British American Assurance Co.....	Toronto, Canada
Buffalo Insurance Co.....	Buffalo, N. Y.
Caledonian Insurance Co. (U. S. Branch).....	New York, N. Y.
Camden Fire Ins. Association.....	Camden, N. J.
Central Manufacturers' Mutual Ins. Co.....	Van Wert, Ohio
Century Ins. Co. Ltd. U. S. B.....	New York, N. Y.
Christiana General Ins. Co. (U. S. Branch).....	New York, N. Y.
Citizens Insurance Co.....	St. Louis, Mo.
City of New York Insurance Co.....	New York, N. Y.
Cleveland National Fire Ins. Co.....	Cleveland, Ohio
Columbia Insurance Co.....	Jersey City, N. J.
Columbian National Fire Ins. Co.....	Detroit, Mich.
Commercial Union Assurance Co. (U. S. B.).....	New York, N. Y.
Commercial Union Fire Ins. Co.....	New York, N. Y.
Commonwealth Insurance Co. of N. Y.....	New York, N. Y.
Concordia Fire Ins. Co.....	Milwaukee, Wis.
Connecticut Fire Ins. Co.....	Hartford, Conn.
Continental Ins. Co.....	New York, N. Y.
County Fire Insurance Co.....	Philadelphia, Pa.
Detroit Fire & Marine Ins. Co.....	Detroit, Mich.
Detroit National Fire Insurance Co.....	Detroit Mich.
Eagle, Star & British Dominions Ins. Co. (U. S. Branch).....	New York, N. Y.
Equitable Fire & Marine Ins. Co.....	Providence, R. I.
Farmers Fire Ins. Co.....	York, Pa.
Federal Insurance Co. of Jersey City.....	New York, N. Y.
Federal Union Insurance Co.....	Chicago, Ill.
Fidelity-Phoenix Fire Ins. Co.....	New York, N. Y.
Fire Association of Philadelphia.....	Philadelphia, Pa.
Fire Reassurance Co. (U. S. B.).....	Hartford, Conn.
Fireman's Fund Insurance Co.....	San Francisco, Cal.
Firemen's Insurance Co.....	Newark, N. J.
First Russian Insurance Co. (U. S. B.).....	New York, N. Y.
Fitchburg Mutual Fire Ins. Co.....	Fitchburg, Mass.
Franklin Fire Ins. Co.....	Philadelphia, Pa.
General Fire Assur. Co. (U. S. B.).....	New York, N. Y.
Girard Fire and Marine Ins. Co.....	Philadelphia, Pa.
Glens Falls Ins. Co.....	Glens Falls, N. Y.
Globe & Rutgers Fire Ins. Co.....	New York, N. Y.
Grain Dealers Nat'l. Mut. Fire Ins. Co.....	Indianapolis, Ind.
Granite State Fire Ins. Co.....	Portsmouth, N. H.
Great American Insurance Co.....	New York, N. Y.
Hanover Fire Ins. Co.....	New York, N. Y.

Hardware Dealers' Mutual Ins. Co.....Stevens Point, Wis.  
Hartford Fire Insurance Co.....Hartford, Conn.  
Henry Clay Fire Ins. Co.....Lexington, Ky.  
Home Fire & Marine Ins. Co. of Cal.....San Francisco, Cal.  
Home Insurance Co.....New York, N. Y.  
Hudson Insurance Co.....New York, N. Y.  
Imperial Assurance Co.....New York, N. Y.  
Indemnity Mut. Marine Assur. Co. (U. S. B.).....New York, N. Y.  
Indiana Lumbermen's Mut. Ins. Co.....Indianapolis, Ind.  
Insurance Co. of North America.....Philadelphia, Pa.  
Insurance Co. of State of Pennsylvania.....Philadelphia, Pa.  
International Insurance Co.....New York, N. Y.  
Jakor Insurance Co. (U. S. B.).....New York, N. Y.  
Liberty Fire Insurance Co.....St. Louis, Mo.  
Liverpool & London & Globe Ins. Co. (U. S. B.).....New York, N. Y.  
London Assurance Corp. (U. S. B.).....New York, N. Y.  
London & Lancashire Fire Ins. Co. (U. S. B.).....New York, N. Y.  
Lumber Mutual Fire Ins. Co.....Boston, Mass.  
Lumbermen's Mut. Ins. Co.....Mansfield, Ohio.  
Massachusetts Fire & Marine Ins. Co.....Boston, Mass.  
Marquette National Fire Ins. Co.....Chicago, Ill.  
Mechanics Insurance Co.....Philadelphia, Pa.  
Mechanics and Traders' Ins. Co.....New Orleans, La.  
Mercantile Ins. Co. of America.....New York, N. Y.  
Merchants Fire Assur. Corp. of N. Y.....New York, N. Y.  
Michigan Millers Mut. Fire Ins. Co.....Lansing, Mich.  
Millers' National Ins. Co.....Chicago, Ill.  
Milwaukee Mechanics' Ins. Co.....Milwaukee, Wis.  
Minneapolis Fire & Marine Ins. Co.....Minneapolis, Minn.  
Minnesota Implement Mut. Fire Ins. Co.....Owatonna, Minn.  
Moscow Fire Ins. Co. (U. S. B.).....New York, N. Y.  
National-Ben Franklin Fire Ins. Co.....Pittsburg, Pa.  
National Fire Ins. Co. (U. S. B.).....Providence, R. I.  
National Fire Ins. Co.....Hartford, Conn.  
National Liberty Insurance Co.....New York, N. Y.  
National Insurance Co. (Copenhagen) U. S. B.....New York, N. Y.  
National Reserve Insurance Co.....East Desbuque, Ill.  
National Security Fire Ins. Co.....Omaha, Nebr.  
National Union Fire Ins. Co.....Pittsburg, Pa.  
Netherlands Fire & Life Ins. Co. (U. S. B.).....Chicago, Ill.  
Newark Fire Insurance Co.....Newark, N. J.  
New Brunswick Fire Insurance Co.....New Brunswick, N. J.  
New Hampshire Fire Ins. Co.....Manchester, N. H.  
New Jersey Insurance Co.....Newark, N. J.  
Niagara Fire Insurance Co.....New York, N. Y.  
Nippon Fire Ins. Co. (U. S. B.).....New York, N. Y.  
Norske Lloyd Insurance Co. Ltd. (U. S. B.).....New York, N. Y.  
Northern Assurance Co. (U. S. B.).....New York, N. Y.  
Northern Insurance Co. of Moscow (U. S. B.).....New York, N. Y.

North British & Mercantile Ins. Co. (U. S. B.).....New York, N. Y.  
Nordisk Reinsurance Co.....New York, N. Y.  
North River Insurance Co.....New York, N. Y.  
Northwestern Fire & Marine Ins. Co.....Minneapolis, Minn.  
Northwestern Mutual Fire Association.....Seattle, Wash.  
Northwestern National Insurance Co.....Milwaukee, Wis.  
Norwegian Atlas Insurance Co. Ltd. (U. S. B.).....New York, N. Y.  
Norwegian Assurance Union (U. S. B.).....New York, N. Y.  
Norwich Union Fire Insurance Co. (U. S. B.).....New York, N. Y.  
Ohio Farmers Insurance Co.....LeRoy, Ohio.  
Ohio Hardware Dealers Mut. Fire Ins. Co.....Coshocton, Ohio.  
Old Colony Insurance Co.....Boston, Mass.  
Orient Insurance Co.....Hartford, Conn.  
Pacific Fire Ins. Co.....New York, N. Y.  
Palatine Insurance Co. (U. S. B.).....New York, N. Y.  
Paternelle Fire Insurance Co. Ltd. (U. S. B.).....New York, N. Y.  
Pennsylvania Fire Ins. Co.....Philadelphia, Pa.  
Pennsylvania Lumbermen's Mut. Fire Ins. Co.....Philadelphia, Pa.  
Phoenix Insurance Co. (U. S. B.).....Providence, R. I.  
Phoenix Assurance Co. (U. S. B.).....New York, N. Y.  
Phoenix Insurance Co.....Hartford, Conn.  
Providence Washington Ins. Co.....Providence, R. I.  
Prudential Re & Coinsurance Co. Ltd. (U. S. B.).....New York, N. Y.  
Queen Insurance Co. of America.....New York, N. Y.  
Reinsurance Co. (Salamandra) (U. S. B.).....New York, N. Y.  
Reliance Insurance Co.....Philadelphia, Pa.  
Republic Insurance Co.....Highland Park, Texas.  
Retail Hardware Mut. Fire Ins. Co.....Minneapolis, Minn.  
Rhode Island Ins. Co.....Providence, R. I.  
Richmond Insurance Co. of N. Y.....West New Brighton, N. Y.  
Rocky Mountain Fire Ins. Co.....Great Falls, Mont.  
Rossia Insurance of America.....Hartford, Conn.  
Royal Exchange Assurance (U. S. B.).....New York, N. Y.  
Royal Insurance Co. (U. S. B.).....New York, N. Y.  
Russian Reinsurance Co. (U. S. B.).....New York, N. Y.  
St. Paul Fire & Marine Ins. Co.....St. Paul, Minn.  
St. Paul Mut. Hall & Cyclone Ins. Co.....St. Paul, Minn.  
Safeguard Ins. Co. of New York.....New York, N. Y.  
Salamandra Ins. Co. (U. S. B.).....New York, N. Y.  
Scandinavia Ins. Co. (U. S. B.).....New York, N. Y.  
Scandinavian-American Assur. Corp. (U. S. B.).....New York, N. Y.  
Scottish Union & Nat. Ins. Co. (U. S. B.).....Hartford, Conn.  
Second Russian Ins. Co. (U. S. B.).....New York, N. Y.  
Security Ins. Co.....New Haven, Conn.  
Skandia Insurance Co. (U. S. B.).....New York, N. Y.  
South Carolina Insurance Co.....Columbia, S. C.  
Spanish American Union Insurance Co. (U. S. B.).....New York, N. Y.  
Springfield Fire & Marine Ins. Co.....Springfield, Mass.  
Standard Fire Ins. Co.....Hartford, Conn.



Star Ins. Co. of America.....	New York, N. Y.
State Farmers Mut. Hail Ins. Co.....	Waseca, Minn.
Sterling Fire Ins. Co.....	Indianapolis, Ind.
Sun Insurance Office (U. S. B.).....	New York, N. Y.
Svea Fire & Life Insurance Co. (U. S. B.).....	New York, N. Y.
Swiss Reinsurance Co. (U. S. B.).....	New York, N. Y.
Tokio Marine & Fire Ins. Co. (U. S. B.).....	New York, N. Y.
Tri-State Mut. Grain Dealers Ins. Co.....	Luverne, Minn.
Twin City Fire Ins. Co.....	Minneapolis, Minn.
Union Assurance Soc. Ltd. (U. S. B.).....	New York, N. Y.
Union Fire Ins. Co. (U. S. B.).....	Providence, R. I.
Union Insurance Soc. of Canton, Ltd. (U. S. B.).....	Chicago, Ill.
Union Marine Ins. Co. Ltd. (U. S. B.).....	New York, N. Y.
Union & Phenix Espanol Ins. Co. (U. S. B.).....	New York, N. Y.
United British Ins. Co. Ltd. (U. S. B.).....	Newark, N. J.
Western Department.....	Chicago, Ill.
United Mut. Fire Ins. Co.....	Boston, Mass.
United States Fire Ins. Co.....	New York, N. Y.
Urbaine Fire Ins. Co. (U. S. B.).....	New York, N. Y.
Utah Home Fire Ins. Co.....	Salt Lake City, Utah
Victory Ins. Co.....	Philadelphia, Pa.
Warsaw Fire Ins. Co. (U. S. B.).....	New York, N. Y.
Westchester Fire Ins. Co.....	New York, N. Y.
Western Alliance Ins. Co.....	Chicago, Ill.
Western Assurance Co.....	Toronto, Canada

## CASUALTY AND MISCELLANEOUS COMPANIES.

## Iowa Companies

American Bonding & Casualty Co.....	Sioux City, Iowa
Bankers Accident Co.....	Des Moines, Iowa
Employers Mut. Casualty Ass'n.....	Des Moines, Iowa
Farmers Live Stock Insurance Co.....	Des Moines, Iowa
Great Western Accident Ins. Co.....	Des Moines, Iowa
Inter-State Liability Ins. Co.....	Rock Rapids, Iowa
Iowa Bonding & Casualty Co.....	Des Moines, Iowa
Iowa Mutual Liability Ins. Co.....	Cedar Rapids, Iowa
Iowa State Live Stock Ins. Co.....	Des Moines, Iowa
National Live Stock Ins. Co.....	Des Moines, Iowa
Southern Surety Co.....	Des Moines, Iowa

## Other Than Iowa Companies

Aetna Casualty & Surety Co.....	Hartford, Conn.
Aetna Life Ins. Co. (Accdt. Dept.).....	Hartford, Conn.
American Credit Indemnity Co.....	New York, N. Y.
American Indemnity Co.....	Galveston, Texas
American Old Line Ins. Co.....	Lincoln, Nebr.
American Mutual Liability Ins. Co.....	Boston, Mass.
American Surety Co. of New York.....	New York, N. Y.
American Reinsurance Co.....	Huntington, Pa.

Bankers Automobile Ins. Co.....	Lincoln, Nebr.
Bankers Casualty Co.....	Minneapolis, Minn.
Builders & Manufacturers Mut. Cas. Co.....	Chicago, Ill.
Capital Live Stock Ins. Co.....	Topeka, Kan.
Chicago Bonding & Ins. Co.....	Chicago, Ill.
Columbian Nat'l. Life Ins. Co. (Accdt. Dept.).....	Boston, Mass.
Continental Casualty Co.....	Hammond, Ind.
Employers' Indemnity Corp.....	Kansas City, Mo.
Employers' Liability Assur. Corp. (U. S. B.).....	Boston, Mass.
Equitable Accdt. Co.....	Boston, Mass.
Equitable Life Assur. Soc. of U. S. (Accdt. Dept.).....	New York, N. Y.
European Accdt. Ins. Co. (U. S. B.).....	New York, N. Y.
Federal Casualty Co.....	Detroit, Mich.
Federal Life Ins. Co. (Accdt. Dept.).....	Chicago, Ill.
Fidelity & Casualty Co. of N. Y.....	New York, N. Y.
Fidelity & Deposit Co. of Maryland.....	Baltimore, Md.
Gen'l. Accdt. Fire & Life Assur. Corp'n. (U. S. B.).....	Philadelphia, Pa.
Georgia Casualty Co.....	Macon, Ga.
Globe Indemnity Co.....	New York, N. Y.
Great Eastern Casualty Co.....	New York, N. Y.
Guarantee Co. of N. A.....	Montreal, Canada
Hartford Accdt. & Indemnity Co.....	Hartford, Conn.
Hartford Live Stock Ins. Co.....	New York, N. Y.
Hartford Steam Boiler Insp. & Ins. Co.....	Hartford, Conn.
Integrity Mut. Casualty Co.....	Chicago, Ill.
Inter-State Casualty Co.....	Birmingham, Ala.
Kansas City Casualty Co.....	Kansas City, Mo.
Kaskaskia Live Stock Ins. Co.....	Shelbyville, Ill.
Lion Bonding & Surety Co.....	Omaha, Nebr.
Lloyd's Plate Glass Ins. Co.....	New York, N. Y.
London Guarantee & Accident Co. (U. S. B.).....	Chicago, Ill.
London & Lancashire Indemnity Co. of America.....	New York, N. Y.
Loyal Protective Ins. Co.....	Boston, Mass.
Maryland Assurance Corporation.....	Baltimore, Md.
Maryland Casualty Co.....	Baltimore, Md.
Masonic Protective Association.....	Worcester, Mass.
Massachusetts Bonding & Ins. Co.....	Boston, Mass.
Medical Protective Co.....	Fort Wayne, Ind.
Merchants Life & Casualty Co.....	Minneapolis, Minn.
Metropolitan Casualty Ins. Co.....	New York, N. Y.
Metropolitan Life Ins. Co. (Accdt. Dept.).....	New York, N. Y.
National Life of U. S. of A. (Accdt. Dept.).....	Chicago, Ill.
National Surety Co.....	New York, N. Y.
Nebraska Live Stock Ins. Co.....	Omaha, Nebr.
New Amsterdam Casualty Co.....	New York, N. Y.
New York Plate Glass Ins. Co.....	New York, N. Y.
North American Accident Ins. Co.....	Chicago, Ill.
Norwegian Globe Ins. Co. (U. S. B.).....	New York, N. Y.
Ocean Accident & Guarantee Corp. (U. S. B.).....	New York, N. Y.

Pacific Mut. Life Ins. Co. (Accdt. Dept.)	Los Angeles, Cal.
Physicians Ind. Assn.	Fort Scott, Kan.
Preferred Accident Ins. Co.	New York, N. Y.
Reliance Life Ins. Co. (Accdt. Dept.)	Pittsburgh, Pa.
Ridgely Protective Association	Worcester, Mass.
Royal Indemnity Co.	New York, N. Y.
Security Mut. Casualty Co.	Chicago, Ill.
Standard Accident Ins. Co.	Detroit, Mich.
Standard Live Stock Ins. Co.	Indianapolis, Ind.
Travelers Indemnity Co.	Hartford, Conn.
Travelers Ins. Co. (Accdt. Dept.)	Hartford, Conn.
United States Casualty Co.	New York, N. Y.
United States Fidelity & Guaranty Co.	Baltimore, Md.
Western Auto Ins. Co.	Fort Scott, Kan.
Western Auto Indemnity Ass'n.	Fort Scott, Kan.
Western Casualty Co.	Chicago, Ill.
Zurich Gen'l. Acc't. & Liability Ins. Co. Ltd. (U. S. B.)	Chicago, Ill.

## ASSESSMENT ACCIDENT ASSOCIATIONS

## Iowa Associations

Hawkeye Commercial Men's Association	Marshalltown, Iowa
Inter-State Business Men's Accdt. Ass'n.	Des Moines, Iowa
Iowa State Traveling Men's Ass'n.	Des Moines, Iowa
National Travelers Benefit Ass'n.	Des Moines, Iowa

## Other Than Iowa Associations

Business Men's Accident Ass'n of America	Kansas City, Mo.
Central Business Men's Ass'n.	Chicago, Ill.
Mut. Benefit Health & Acc'dt. Assn.	Omaha, Nebr.
Woodmen Accident Co.	Lincoln, Nebr.

## STATE MUTUAL ASSOCIATIONS OF IOWA

Automobile Dealers' Mut. Ins. Assn. of Iowa	Des Moines, Iowa
Automobile Trade Mut. Ins. Ass'n.	Des Moines, Iowa
Druggists Mut. Ins. Ass'n. of Iowa	Algona, Iowa
Farm Property Mut. Ins. Ass'n. of Iowa	Des Moines, Iowa
Farmers Nat'l. Co-op. Elevator Mut. Ins. A. of Ia.	Aurelia, Iowa
Farmers Mut. Ins. Ass'n. of M. E. Church	Rockford, Iowa
Le Mars Mut. Ins. Ass'n.	Le Mars, Iowa
Home Mut. Ins. Ass'n. of Iowa	Des Moines, Iowa
Iowa Auto Owners Mut. Ins. Ass'n.	Iowa Falls, Iowa
Iowa Citizens Fund Mut. Ins. Ass'n.	Mason City, Iowa
Iowa Farmers Mut. Reinsurance Ass'n.	Greenfield, Iowa
Iowa Hardware Mut. Ins. Ass'n.	Mason City, Iowa
Iowa Implement Mut. Ins. Ass'n.	Nevada, Iowa
Iowa Mercantile Mut. Ins. Ass'n.	Spencer, Iowa
Iowa Mutual Ins. Ass'n.	De Witt, Iowa

Lutheran Mut. Fire Ins. Ass'n.	Burlington, Iowa
Mut. Fire & Tornado Ass'n.	Cedar Rapids, Iowa
Mut. Fire Ins. Soc. of Iowa Conference of the Evangelical Ass'n.	Cedar Falls, Iowa
National Mut. Reinsurance Ass'n.	Mason City, Iowa
Northwest Mut. Insurance Association	Ida Grove, Iowa
Reliance Mut. Ins. Ass'n.	Des Moines, Iowa
Retail Merchants Mut. Fire Ins. Ass'n.	Des Moines, Iowa
Town Mut. Dwelling House Ins. Ass'n.	Des Moines, Iowa
Union Mut. Fire Ins. Ass'n.	Emmetsburg, Iowa

## EXCLUSIVE TORNADO

Iowa Mut. Tornado Ins. Ass'n.	Des Moines, Iowa
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## EXCLUSIVE HAIL

Des Moines Mut. Ins. Ass'n.	Des Moines, Iowa
Eastern Iowa Mut. Hail Ass'n.	De Witt, Iowa
Farmers Mut. Hail Ins. Ass'n. of Iowa	Des Moines, Iowa
Farmers State Mut. Hail Ass'n.	Estherville, Iowa
Hawkeye Mut. Hail Ins. Ass'n.	Pt. Dodge, Iowa
Standard Mut. Hail Ins. Ass'n.	Des Moines, Iowa

## INTER-INSURANCE EXCHANGES

## FIRE

Name of Company	Iowa Exchange	Location
State Auto Ins. Ass'n. Aut. Underwriters, Attorney in Fact....		Des Moines, Iowa

## Other Than Iowa Exchanges

American Exchange Underwriters, Weed & Kennedy, Attorneys in Fact.....	New York, N. Y.
Belt Auto Indem. Ass'n., C. J. Alyea and F. C. Nichols, Attorneys in Fact.....	El Paso, Ill.
Canner's Exchange, Lansing B. Warner, Inc., Attorney in Fact..	Chicago, Ill.
Druggists' Indem., Ex. H. W. Eddy, Attorney in Fact.....	St. Louis, Mo.
Hardware Underwriters, Leon D. Nish, Attorney in Fact.....	Elgin, Ill.
Individual Underwriters, Ernest W. Brown, Attorney in Fact....	New York, N. Y.
Inter-Insurers Exchange, H. J. Straight Co., Attorney in Fact..	Kansas City, Mo.
Illinois Automobile Ins. Exc., F. S. Larison, Attorney in Fact..	Bloomington, Ill.
Lumbermen's Exchange, J. W. Garvey, Attorney in Fact..	Kansas City, Mo.
Motor Car Indemnity Exchange.....	Chicago, Ill.
New York Reciprocal Underwriters, Ernest W. Brown, Attorney in Fact.....	New York, N. Y.
Reciprocal Underwriters, J. W. Garvey & Co., Attorneys in Fact	Kansas City, Mo.
Reciprocal Exchange, Bruce Dodson, Attorney in Fact...	Kansas City, Mo.
Retail Lumbermen's Inter-Insurance Exc., O. D. Hauschild, Attor- ney in Fact.....	Minneapolis, Minn.
Underwriters Exc., H. J. Straight Co., Attorneys in Fact..	Kansas City, Mo.
United Retail Merchants Underwriting Ass'n., United Retail Mer- chants Underwriting Co., Attorneys in Fact....	Minneapolis, Minn.
United States Auto Ins. Exc., American Insurers, Attorneys in Fact.....	Kansas City, Mo.
Western Reciprocal Underwriters, Campbell-Harvey Underwrit- ing Co., Attys. in Fact.....	Kansas City, Mo.
Wholesale Grocery Subscribers, Lansing B. Warner, Inc., Attor- neys in Fact.....	Chicago, Ill.

## CASUALTY

## Other Than Iowa Exchanges

Bituminous Casualty Exchange, Harry W. Cleveland and Harry W. Coxad, Attorneys in Fact.....	Rock Island, Ill.
Casualty Reciprocal Exchange, Bruce Dodson, Attorney in Fact	Kansas City, Mo.
Consolidated Underwriters, T. H. Mastin & Co., Attorneys in Fact	Kansas City, Mo.

The following table is a classification of the various life companies, assessment life associations and fraternal societies transacting business in Iowa, according to states:

	Life Companies	Assessment Life Associations	Fraternal Societies
California .....	1	None	None
Canada .....	None	None	1
Connecticut .....	4	None	1
District of Columbia .....	None	None	2
Illinois .....	11	1	12
Indiana .....	5	None	1
Iowa .....	20	2	11
Kansas .....	None	None	2
Maine .....	1	None	None
Massachusetts .....	5	None	1
Michigan .....	1	None	4
Minnesota .....	2	None	3
Missouri .....	5	None	2
New Hampshire .....	5	None	1
Nebraska .....	6	1	3
New Jersey .....	2	None	None
New York .....	1	None	None
Ohio .....	5	None	3
Pennsylvania .....	1	None	None
Vermont .....	1	None	None
Washington .....	1	None	None
Wisconsin .....	2	None	2
Total.....	81	4	50

The following tables have been prepared showing the total amount of insurance written and the amount written in Iowa by the various companies and societies during the five year period from 1915 to 1919, both inclusive. No correction has been made for not taken or terminated policies, the gross amount written in the various calendar years being shown.

**TOTAL LIFE INSURANCE WRITTEN—FIVE YEARS.**  
**FRATERNAL BENEFICIARY SOCIETIES**

	1915	1916	1917	1918	1919
<b>IOWA SOCIETIES</b>					
Ancient Order of United Workmen.....	\$ 2,273,568	\$ 1,886,500	\$ 5,983,013	\$ 2,287,350	\$ 4,169,094
Brotherhood of American Yeomen.....	51,631,000	57,225,000	46,912,500	41,685,500	311,500
Degree of Honor.....	None	262,750	68,000	66,500	7,714,000
Homesteaders.....	10,778,000	9,450,000	7,491,500	5,257,000	
Knights of Pythias of N. A., S. A., etc., Grand Lodge (Colored).....					
Lutheran Mutual Aid Society.....	542,500	263,500	350,500	284,500	415,000
Modern Brotherhood of America.....	5,065,500	5,449,250	4,036,250	5,124,250	4,728,462
Order of Railway Conductors of America, Mutual Ben. Dept.....	5,657,000	6,079,500	4,378,000	5,161,000	6,063,000
Roman Catholic Mutual Protective Society of Iowa.....	199,500	224,500	8,000	29,500	27,500
Western Bohemian Fraternal Association.....	1,034,250	1,349,000	835,750	228,000	482,750
Zapadni Ceska Katolicka Jednota (Western Bohemian Catholic Union).....	59,300	89,700	73,900	47,250	35,800
<b>OTHER THAN IOWA SOCIETIES</b>					
Aid Association of Lutherans.....		1,388,750	1,483,250	3,065,500	3,976,250
Ancient Order of Gleaners.....	4,749,500	4,883,750	4,325,300	3,831,050	3,300,400
Ben Hur, Supreme Tribe of.....	17,212,275	32,544,080	16,022,085	12,508,856	17,400,621
Benefit Association of Railway Employees.....					1,306,500
Bohemian-Slavonian Benevolent Society of United States.....	526,750	386,500	431,500	280,500	294,250
Catholic Knights of America, Supreme Council.....	589,750	850,750	740,250	640,971	937,226
Catholic Order of Foresters.....	6,345,250	10,199,750	8,914,750	5,393,000	9,866,750
Columbians Circle (The).....	None	3,446,500	2,102,250	326,750	4,623,500
Court of Honor.....	12,562,000	10,631,000	7,105,500	6,256,000	10,332,000
Fraternal Aid Union.....	6,416,500	68,554,131	46,623,299	23,144,510	13,770,174
Independent Order of Foresters, Supreme Court.....	9,421,637	12,209,005	10,042,473	9,613,389	19,653,925
Katalcky Delnick (Catholic Workmen).....	121,000	180,500	151,000	51,000	439,500
Security Benefit Association.....	39,557,000	40,392,000	48,720,500	38,549,000	67,582,000
Knights of Columbus.....	11,664,000	12,649,000	13,042,000	13,597,000	45,091,000
Knights of Pythias, Supreme Lodge.....	18,167,601	8,488,968	7,205,249	6,626,974	
Ladies of the Maccabees.....	2,468,250	2,964,750	2,198,000	2,229,500	3,901,000
Loyal American Life Association.....	1,168,800	6,945,892	1,506,300	1,123,650	1,444,900
Loyal Mystic Legion of America.....	376,500	287,500	61,000	9,500	
Luther Union.....					
Maccabees, The.....	22,272,500	17,342,500	19,940,300	18,141,000	

Masonic Mutual Life Association of the District of Columbia.....			6,325,250	7,288,250	108,500,000
Modern Woodmen of America.....	100,346,500	156,068,000	111,294,500	81,084,500	15,380,875
Mystic Workers of the World.....	17,137,500	19,182,000	12,984,500	9,734,375	1,050,500
National Slovak Society of United States of America.....		2,435,750	1,656,111	1,382,500	561,750
National Fraternal Society of the Deaf.....	173,000	396,800		504,500	
National Union Assurance Society.....	2,540,000	4,212,867	3,869,617	1,902,500	425,600
North Star Benefit Association.....	623,500	668,100	410,156	679,206	9,810,666
Royal Arcanum, Supreme Council of the.....	15,591,000	30,391,823	8,030,531	5,611,356	1,167,000
Royal Highlanders.....	2,900,000	2,197,000	2,070,000	1,108,000	36,668,250
Royal Neighbors of America.....	45,650,250	54,325,250	50,506,250	33,692,000	
Railway Mail Association.....	439,200	483,300	752,300	289,200	7,912,000
Sons of Norway.....					780,000
Travelers Protective Association of America.....					126,800,000
United Danish Societies of America.....				28,000	30,500
Western Catholic Union, Supreme Council of the.....	568,650	467,250	348,000	244,750	694,500
Women's Benefit Association of the Maccabees.....	16,795,650	13,673,100	12,367,950	12,169,650	
Women's Catholic Order of Foresters.....	2,578,000	3,244,000	2,843,250	2,823,250	42,737
Woodmen Circle.....	25,088,500	27,092,100	29,506,300	39,621,000	40,361,300
Woodmen of the World, Sovereign Camp of the.....	161,673,000	169,971,800	155,868,100	157,426,658	249,545,775

**ASSESSMENT LIFE ASSOCIATIONS**

<b>IOWA ASSOCIATIONS</b>					
Mutual Life Association of Iowa.....	\$ 145,000	\$ 52,000	\$ 37,500	\$ 40,000	\$ 84,000
National Life Association.....	10,836,500	10,085,000	11,748,000	17,097,500	23,506,000
<b>OTHER THAN IOWA ASSOCIATIONS</b>					
Guarantee Fund Life Association.....	22,910,000	22,340,000	23,858,000	13,686,500	26,506,000
Illinois Bankers Life Association.....	16,129,500	20,320,500	15,334,000	11,162,000	18,744,000

**LIFE INSURANCE COMPANIES**

<b>IOWA COMPANIES</b>						
American Life Insurance Company.....	Des Moines, Iowa.....	\$ 4,382,397	\$ 5,421,707	\$ 6,547,925	\$ 5,323,159	\$ 8,165,306
American Teachers Life Insurance Company.....	Des Moines, Iowa.....	None	None	None	None	894,552
Bankers Life Company.....	Des Moines, Iowa.....	32,050,937	45,743,850	52,292,402	40,192,869	74,319,963
Cedar Rapids Life Insurance Company.....	Cedar Rapids, Iowa.....	1,356,956	1,576,749	2,154,219	1,578,609	2,898,663
Central Life Assur. Soc. of the United States (Mut.).....	Des Moines, Iowa.....	12,318,233	13,739,303	12,388,816	17,727,162	29,219,091

**TOTAL LIFE INSURANCE WRITTEN—FIVE YEARS—Continued.**  
LIFE INSURANCE COMPANIES—Continued.

		1915	1916	1917	1918	1919
Des Moines Life & Annuity Company.....	Des Moines, Iowa.....	None	None	None	None	
Equitable Life Insurance Company of Iowa.....	Des Moines, Iowa.....	29,297,758	27,297,284	29,854,532	29,571,088	58,330,860
Guaranty Life Insurance Company.....	Davenport, Iowa.....	2,271,681	2,453,546	2,724,300	2,696,286	3,861,975
Iowa Life Insurance Company.....	Waterloo, Iowa.....	335,788	295,500	482,750	498,629	1,396,172
Liberty Life Insurance Company.....	Des Moines, Iowa.....	None	None	None	None	1,982,935
Merchants Life Insurance Company.....	Des Moines, Iowa.....	4,824,770	2,829,734	12,739,449	4,682,749	14,822,769
National American Life Insurance Company of Iowa.....	Burlington, Iowa.....	1,552,904	1,909,028	2,072,459	1,321,908	1,852,088
National Fidelity Life Insurance Company of Iowa.....	Sioux City, Iowa.....	None	5,035,929	3,269,804	2,863,832	3,128,925
Provident Life Insurance Company.....	Des Moines, Iowa.....	1,159,333	1,494,745	1,467,935	1,318,583	2,025,466
Register Life Insurance Company.....	Davenport, Iowa.....	2,562,104	1,998,888	1,868,271	1,985,073	4,334,631
Reinsurance Life Company.....	Des Moines, Iowa.....	None	None	None	None	14,298,081
Republic Life Insurance Company.....	Des Moines, Iowa.....	None	None	None	None	80,275
Royal Union Mutual Life Insurance Company.....	Des Moines, Iowa.....	8,795,468	9,464,160	10,649,991	7,686,151	10,390,479
State Life Insurance Company of Iowa.....	Des Moines, Iowa.....	None	None	None	None	
Western Life Insurance Company.....	Des Moines, Iowa.....	1,966,600	2,298,779	3,051,011	3,298,608	
OTHER THAN IOWA COMPANIES						
Aetna Life Insurance Company.....	Hartford, Conn.....	72,494,449	106,922,466	185,707,588	218,251,456	166,531,749
American Bankers Insurance Company.....	Chicago, Ill.....	3,317,294	4,802,169	4,538,550		3,966,629
American Central Life Insurance Company.....	Indianapolis, Ind.....	8,026,868	8,889,581	12,485,070	15,124,946	26,719,322
American National Assurance Company.....	St. Louis, Mo.....	1,942,570	2,655,171	3,053,433	3,068,007	5,971,700
Bankers Life Insurance Company.....	Lincoln, Neb.....	8,725,365	10,641,642	11,157,112	8,983,844	
Bankers Reserve Life Company.....	Omaha, Neb.....	4,577,264	5,789,543	7,029,148	8,075,063	19,157,854
Berkshire Life Insurance Company.....	Pittsfield, Mass.....	6,572,458	9,701,211	9,877,326	10,258,748	18,450,286
Central Life Insurance Company of Illinois.....	Ottawa, Ill.....	3,776,800	4,400,445	5,078,268	5,315,466	9,214,190
Columbian National Life Insurance Company.....	Boston, Mass.....	12,209,070	14,871,567	15,818,754	17,907,312	31,811,357
Commonwealth Life Insurance Company.....	Omaha, Neb.....	5,024,688	6,800,533	7,308,739	8,077,185	11,797,396
Connecticut Mutual Life Insurance Company.....	Hartford, Conn.....	24,629,789	30,969,864	31,458,766	32,003,000	63,747,041
Continental Assurance Company.....	Chicago, Ill.....	1,470,300	1,630,451	1,932,225	2,498,612	5,984,584
Equitable Life Assurance Society of United States.....	New York, N. Y.....	164,536,509	217,527,541	301,428,773	350,460,925	581,613,663
Farmers Natl. Life Insurance Company of America.....	Huntington, Ind.....	2,091,500	2,369,500	2,911,750	3,481,950	
Federal Life Insurance Company.....	Chicago, Ill.....	3,926,991	4,305,773	5,633,980	5,710,011	14,066,914
Fidelity Mutual Life Insurance Company.....	Philadelphia, Pa.....	14,246,945	17,062,634	17,738,950	19,590,470	34,805,405
Girard Life Insurance Company.....	Philadelphia, Pa.....	1,180,484	1,876,098	1,710,842	2,151,143	3,470,862
Guardian Life Insurance Company.....	New York, N. Y.....	15,195,880	21,095,538	25,071,960	24,637,927	
Home Life Insurance Company.....	New York, N. Y.....	15,965,925	18,406,684	22,662,684	24,510,677	40,006,307
International Life Insurance Company.....	St. Louis, Mo.....	14,694,250	16,624,510	17,617,949	16,907,908	
John Hancock Mutual Life Insurance Company.....	Boston, Mass.....	126,480,567	140,584,275	152,799,239	162,438,913	271,646,561
Kansas City Life Insurance Company.....	Kansas City, Mo.....	21,707,080	25,904,128	50,486,765	41,660,627	
Lincoln National Life Insurance Company.....	Ft. Wayne, Ind.....	6,786,458	9,324,738	19,194,811	22,773,918	44,600,620
Lutheran International Life Insurance Company.....	Ottawa, Ill.....	None	203,000	528,000	856,500	1,808,412
Massachusetts Mutual Life Insurance Company.....	Springfield, Mass.....	46,421,611	57,125,676	63,212,576	64,588,303	132,731,906
Metropolitan Life Insurance Company.....	New York, N. Y.....	502,890,860	506,856,528	791,000,000	882,340,600	1,296,091,231
Michigan Mutual Life Insurance Company.....	Detroit, Mich.....	7,635,829	9,108,287	9,147,885	8,650,828	17,633,066
Midland Insurance Company.....	St. Paul, Minn.....	463,000	595,500	1,022,000	1,075,600	
Midwest Life Insurance Company.....	Lincoln, Neb.....	1,958,421	2,063,272	2,727,729	2,100,601	3,566,833
Missouri State Life Insurance Company.....	St. Louis, Mo.....	32,055,020	41,418,443	47,152,745	41,380,682	
Morris Plan Insurance Society.....	New York, N. Y.....	None	None	170,950	2,988,925	
Mutual Benefit Life Insurance Company.....	Newark, N. J.....	87,675,149	108,286,255	121,878,433	113,197,286	186,201,060
Mutual Life Insurance Company of New York.....	New York, N. Y.....	100,882,145	184,218,013	209,054,920	208,929,389	354,422,133
Mutual Trust Life Insurance Company.....	Chicago, Ill.....	4,629,978	5,706,008	8,208,869	9,722,920	17,566,920
National Life Ins. Co. of United States of America.....	Chicago, Ill.....	12,620,245	17,458,341	19,859,005	16,942,186	22,076,805
National Life Insurance Company.....	Montpelier, Vt.....	23,312,851	27,062,174	27,463,965	26,104,481	50,224,337
New England Mutual Life Insurance Company.....	Boston, Mass.....	36,055,913	44,176,773	59,317,591	47,332,794	86,944,133
New World Life Insurance Company.....	Spokane, Wash.....	2,751,960	2,808,020	4,420,937	4,509,064	
New York Life Insurance Company.....	New York, N. Y.....	217,549,963	266,738,827	320,341,324	356,963,266	548,485,078
North American Life Insurance Company.....	Chicago, Ill.....	7,076,034	7,704,428	8,934,623	8,214,148	
Northwestern Mutual Life Insurance Company.....	Milwaukee, Wis.....	132,365,962	158,164,545	165,816,275	151,346,127	305,712,080
Northwestern National Life Insurance Company.....	Minneapolis, Minn.....	7,831,461	11,427,146	15,905,615	22,540,012	41,450,843
Old Line Life Insurance Company.....	Milwaukee, Wis.....	2,997,500	3,010,805	4,131,663	4,436,119	8,252,783
Old Colony Life Insurance Company.....	Chicago, Ill.....	2,028,407	2,674,397	2,688,537	3,529,178	6,965,340
Pacific Mutual Life Insurance Company.....	Los Angeles, Calif.....	21,518,654	25,173,909	27,598,513	30,967,884	71,177,949
Penn Mutual Life Insurance Company.....	Philadelphia, Pa.....	77,956,559	105,218,505	110,082,740	95,478,047	159,711,554
Peoria Life Insurance Company.....	Peoria, Ill.....	4,080,691	4,204,700	5,610,796	7,171,839	17,100,308
Phoenix Mutual Life Insurance Company.....	Hartford, Conn.....	19,083,135	25,437,060	28,919,066	29,167,773	53,353,724
Prudential Life Insurance Company.....	Omaha, Neb.....	2,081,520	2,080,549	1,433,773	1,055,893	1,457,302
Provident Life and Trust Company.....	Philadelphia, Pa.....	41,449,918	52,170,660	65,665,684	52,564,022	85,064,076
Prudential Insurance Company of America.....	Newark, N. J.....	581,060,880	591,783,947	676,549,068	747,087,810	892,133,156
Reliance Life Insurance Company.....	Pittsburgh, Pa.....	18,411,692	23,598,718	26,263,598	27,844,027	48,115,586
Reserve Loan Life Insurance Company.....	Indianapolis, Ind.....	7,373,336	9,382,251	9,567,288	7,155,879	14,236,692
St. Joseph Life Insurance Company.....	St. Joseph, Mo.....	1,168,500	1,378,000	1,469,500	1,892,750	2,747,700
Security Mutual Life Insurance Company.....	Lincoln, Neb.....	1,816,900	1,808,964	1,591,576	1,647,437	2,401,533
Standard Life Insurance Company.....	Decatur, Ill.....	1,739,092	6,830,400	2,157,473	19,097,647	
State Life Insurance Company.....	Indianapolis, Ind.....	9,515,598	11,842,296	11,191,785	13,661,626	29,797,358
Travelers Insurance Company.....	Hartford, Conn.....	79,237,156	116,066,093	186,843,719	214,079,457	271,475,711
Union Central Life Insurance Company.....	Cincinnati, Ohio.....	63,164,545	76,991,819	82,978,095	76,692,156	130,746,061
Union Mutual Life Insurance Company.....	Portland, Me.....	5,761,429	6,348,319	6,115,629	5,690,927	9,174,975
United States Life Insurance Company.....	New York, N. Y.....	3,192,266	2,989,801	2,923,930	2,664,868	3,250,340

**INSURANCE WRITTEN IN IOWA.**  
**FRATERNAL BENEFICIARY SOCIETIES**

	1915	1916	1917	1918	1919
<b>IOWA SOCIETIES</b>					
Ancient Order of United Workmen.....	\$ 2,240,058.00	\$ 1,752,500.00	\$ 5,701,953.00	\$ 2,023,850.00	\$ 2,065,364.00
Brotherhood of American Yeomen.....	5,087,000.00	5,644,000.00	4,430,500.00	3,982,500.00	.....
Degree of Honor.....	136,250.00	262,750.00	66,000.00	66,500.00	311,500.00
Homesteaders.....	2,185,000.00	1,801,000.00	1,285,000.00	1,299,000.00	2,904,500.00
Knights of Pythias of N. A., S. A., etc., Grand Lodge (Colored).....	.....	.....	.....	.....	.....
Lutheran Mutual Aid Society.....	.....	38,000.00	71,500.00	54,500.00	161,500.00
Modern Brotherhood of America.....	2,822,750.00	1,708,250.00	1,184,250.00	1,305,497.41	884,322.75
Order of Ry. Conductors of America, Mutual Ben. Dept.....	230,500.00	197,500.00	91,000.00	114,000.00	123,500.00
Roman Catholic Mutual Protective Society of Iowa.....	196,500.00	196,500.00	13,500.00	45,500.00	32,000.00
Western Bohemian Fraternal Association.....	169,750.00	190,000.00	81,250.00	44,750.00	49,500.00
Zapadni Ceska Katolicka Jednota (Western Bohemian Catholic Union).....	13,300.00	20,600.00	15,300.00	16,650.00	2,600.00
<b>OTHER THAN IOWA SOCIETIES</b>					
Aid Association of Lutherans.....	.....	61,750.00	28,500.00	71,750.00	54,250.00
Ancient Order of Gleaners.....	3,900.00	2,000.00	5,000.00	32,000.00	18,500.00
Ben Hur, Supreme Tribe of.....	723,150.00	1,088,750.00	556,550.00	390,119.00	534,396.00
Benefit Association of Railway Employees.....	.....	.....	.....	.....	128,000.00
Bohemian-Slavonia Benevolent Society of United States.....	80,750.00	17,250.00	18,750.00	9,750.00	8,000.00
Catholic Knights of America, Supreme Council.....	74,750.00	23,000.00	16,000.00	6,500.00	6,250.00
Catholic Order of Foresters.....	306,500.00	484,500.00	584,000.00	197,500.00	273,000.00
Columbian Circle (The).....	.....	41,000.00	1,000.00	None	None
Court of Honor.....	817,000.00	603,000.00	430,500.00	568,500.00	1,096,000.00
Fraternal Aid Union.....	308,000.00	3,372,600.00	Infor. not furn	352,500.00	122,800.00
Independent Order of Foresters, Supreme Court.....	2,600.00	None	1,500.00	1,500.00	15,500.00
Katolicky Delnick (Catholic Workmen).....	15,000.00	12,500.00	.....	None	16,500.00
Security Benefit Association.....	1,117,000.00	1,044,500.00	2,816,500.00	397,500.00	2,561,000.00
Knights of Columbus.....	457,000.00	425,000.00	465,000.00	351,000.00	1,594,000.00
Knights of Pythias, Supreme Lodge.....	44,500.00	69,286.00	74,580.00	196,000.00	275,500.00
Ladies of the Maccabees.....	78,000.00	78,750.00	81,500.00	41,750.00	103,000.00
Loyal American Life Association.....	.....	75,000.00	1,000.00	None	None
Loyal Vexille Legion of America.....	.....	20,000.00	None	None	None
Luther Union.....	.....	.....	.....	.....	.....
Maccabees, The.....	175,500.00	198,000.00	147,500.00	191,500.00	227,500.00

Masonic Mutual Life Ass'n of the District of Columbia.....	.....	.....	26,000.00	237,000.00	501,500.00
Modern Woodmen of America.....	4,198,500.00	9,366,000.00	7,051,000.00	5,082,500.00	5,844,000.00
Mythic Workers of the World.....	1,572,500.00	5,047,500.00	1,570,000.00	1,121,800.00	1,518,250.00
National Slovak Society of United States of America.....	.....	1,500.00	4,750.00	1,000.00	500.00
National Fraternal Society of the Deaf.....	5,750.00	16,250.00	23,000.00	13,000.00	16,000.00
National Union Assurance Society.....	44,000.00	174,120.00	241,264.90	121,000.00	13,000.00
North Star Benefit Association.....	127,600.00	94,000.00	14,500.00	19,838.00	6,500.00
Royal Arcanum, Supreme Council of the.....	156,500.00	167,268.00	77,370.00	11,000.00	75,277.00
Royal Highlanders.....	122,000.00	122,000.00	17,000.00	5,000.00	14,000.00
Royal Neighbors of America.....	2,453,250.00	2,690,500.00	2,674,000.00	1,662,250.00	2,565,000.00
Railway Mail Association.....	.....	.....	.....	.....	492,000.00
Sons of Norway.....	13,800.00	24,100.00	16,800.00	10,900.00	12,300.00
Travelers Protective Assn. of America.....	.....	.....	.....	.....	4,700,000.00
United Danish Societies of America.....	.....	.....	.....	2,000.00	11,500.00
Western Catholic Union, Supreme Council of the.....	61,000.00	16,000.00	36,750.00	11,500.00	26,750.00
Women's Benefit Association of the Maccabees.....	265,500.00	157,850.00	155,500.00	180,100.00	439,050.00
Women's Catholic Order of Foresters.....	77,500.00	149,000.00	162,200.00	115,500.00	385,250.00
Woodmen Circle.....	780,000.00	909,600.00	727,800.00	1,105,500.00	1,127,800.00
Woodmen of the World, Sovereign Camp of the.....	4,151,600.00	3,782,700.00	3,316,000.00	1,960,613.00	3,100,800.00

**ASSESSMENT LIFE ASSOCIATIONS**

<b>IOWA ASSOCIATIONS</b>					
Mutual Life Association of Iowa.....	\$ 145,000.00	\$ 52,000.00	\$ 37,500.00	\$ 40,000.00	\$ 84,000.00
National Life Association.....	1,588,500.00	1,361,000.00	2,233,500.00	1,520,500.00	2,525,000.00
<b>OTHER THAN IOWA ASSOCIATIONS</b>					
Guarantee Fund Life Association.....	862,000.00	1,622,000.00	1,139,000.00	1,255,000.00	1,724,000.00
Illinois Bankers Life Association.....	375,000.00	923,500.00	678,000.00	723,500.00	697,000.00

**LIFE INSURANCE COMPANIES**

<b>IOWA COMPANIES</b>					
American Life Insurance Company.....	\$ 1,593,038.23	\$ 2,136,840.00	\$ 2,951,306.00	\$ 1,688,862.00	\$ 2,217,740.00
American Teachers Life Insurance Company.....	None	None	None	None	876,562.00
Bankers Life Company.....	4,535,900.00	6,436,525.00	7,728,836.00	5,709,800.00	10,808,848.00
Cedar Rapids Life Insurance Company.....	1,356,956.00	1,598,740.00	2,154,219.00	1,578,500.00	2,805,253.00
Central Life Assur. Society of the United States (Mutual).....	2,982,472.50	3,780,850.00	2,867,862.00	5,415,612.00	7,992,647.00

INSURANCE WRITTEN IN IOWA—Continued.

LIFE INSURANCE COMPANIES—Continued.

	1915	1916	1917	1918	1919
Des Moines Life & Annuity Company.....			630,500.00	1,588,875.00	
Equitable Life Insurance Company of Iowa.....	5,742,864.00	6,169,472.00	6,801,109.00	6,383,508.00	13,714,896.00
Guaranty Life Insurance Company.....	2,033,086.00	2,137,606.00	2,275,021.00	2,089,251.00	3,111,475.00
Iowa Life Insurance Company.....	335,788.00	797,289.00	482,750.00	498,883.00	1,385,140.00
Liberty Life Insurance Company.....					1,982,935.00
Merchants Life Insurance Company.....	545,500.00	325,000.00	133,500.00	600,580.00	2,734,021.00
National American Life Insurance Company of Iowa.....	1,552,904.00	1,909,038.00	2,072,459.00	1,321,908.00	1,862,088.00
National Fidelity Life Insurance Company of Iowa.....		4,225,250.00	2,831,272.00	2,561,682.00	2,974,045.00
Provident Life Insurance Company.....	1,153,148.00	1,325,745.00	1,445,436.00	1,312,583.00	2,019,691.00
Register Life Insurance Company.....	2,562,104.00	1,998,888.00	1,838,271.00	1,985,073.00	4,334,631.00
Reinsurance Life Company.....				164,430.00	2,895,572.00
Republic Life Insurance Company.....					80,275.00
Royal Union Mutual Life Insurance Company.....	3,741,001.00	3,587,504.00	4,226,005.00	3,137,698.00	4,053,603.00
State Life Insurance Company of Iowa.....					1,862,500.00
Western Life Insurance Company.....	1,051,000.00	2,298,770.00	2,784,215.00	3,208,580.00	
OTHER THAN IOWA COMPANIES					
Aetna Life Insurance Company.....	1,207,879.38	1,730,721.50	1,672,459.59	2,733,373.63	2,529,343.00
American Bankers Insurance Company.....	135,500.00	88,350.00	179,691.00	107,950.00	96,650.00
American Central Life Insurance Company.....			97,812.00	2,437.00	32,797.00
American National Assurance Company.....	22,500.00	298,000.00	58,000.00	46,500.00	7,000.00
Bankers Life Insurance Company.....	1,049,650.00	1,027,150.00	971,000.00	1,131,500.00	
Bankers Reserve Life Company.....	659,255.50	919,112.25	783,419.51	890,586.54	1,450,238.80
Berkshire Life Insurance Company.....	166,291.00	383,006.00	526,066.00	645,064.00	1,934,033.00
Central Life Insurance Company of Illinois.....	211,750.00	330,750.00	501,500.00	509,005.00	782,495.00
Columbian National Life Insurance Company.....				97,942.00	517,296.00
Commonwealth Life Insurance Company.....	961,200.00	1,546,300.00	1,445,970.00	1,510,380.00	
Connecticut Mutual Life Insurance Company.....	2,269,696.00	2,327,979.00	2,289,358.00	2,352,734.00	3,977,446.00
Continental Assurance Company.....	79,000.00	39,500.00	36,500.00	15,000.00	40,500.00
Equitable Life Assurance Society of United States.....	2,076,135.00	2,227,337.00	2,949,779.00	3,067,516.00	7,397,515.00
Farmers Nat'l Life Insurance Company of America.....					60,674.00
Federal Life Insurance Company.....		80,001.00	548,515.00	233,112.00	
Fidelity Mutual Life Insurance Company.....	97,317.00	117,481.00	209,691.00	97,502.00	338,469.00
Grand Life Insurance Company.....	18.00	18.00	10,012.00	19,074.00	99.00
Guardian Life Insurance Company.....	498,500.00	968,616.00	1,296,800.00	1,050,100.00	
Home Life Insurance Company.....	11,409.33	60,677.03	40,151.48	46,572.00	14,597.00
International Life Insurance Company.....	129,681.00	50,022.00	167,761.90	173,693.00	
John Hancock Mutual Life Insurance Company.....	296,335.00	538,605.00	699,242.00	809,567.00	1,323,122.00
Kansas City Life Insurance Company.....	1,236,972.00	1,067,009.00	546,340.00	170,825.00	196,800.00
Lincoln National Life Insurance Company.....				198,000.00	446,038.00
Lutheran International Life Insurance Company.....	1,620,089.00	1,570,314.00	2,190,259.00	2,171,772.00	4,128,655.00
Massachusetts Mutual Life Insurance Company.....					10,816,876.00
Metropolitan Life Insurance Company.....	4,846,227.00	4,965,061.00	6,602,535.00	5,501,976.00	10,816,876.00
Michigan Mutual Life Insurance Company.....	659,731.89	720,163.14	998,602.07	829,299.23	1,009,799.00
Midland Insurance Company.....				2,000.00	
Midwest Life Insurance Company.....				42,500.00	154,500.00
Missouri State Life Insurance Company.....	534,479.00	473,887.19	486,056.28	471,054.00	956,025.00
Morris Plan Insurance Society.....					300.00
Mutual Benefit Life Insurance Company.....	2,081,540.00	2,561,638.00	3,137,607.00	3,220,632.00	4,168,461.00
Mutual Life Insurance Company of New York.....	3,145,745.29	3,584,523.48	4,173,152.40	4,502,681.26	6,233,006.00
Mutual Trust Life Insurance Company.....	613,115.00	981,017.00	1,299,221.00	1,286,166.00	2,074,177.00
National Life Insurance Company of United States of America.....	1,916,988.27	1,780,743.25	2,207,239.63	1,702,188.89	3,006,674.00
National Life Insurance Company.....	762,051.47	771,108.47	698,531.31	591,808.12	1,009,175.00
New England Mutual Life Insurance Company.....	1,152,403.00	1,283,667.00	1,927,158.00	1,707,540.00	2,697,000.00
New World Life Insurance Company.....	625,750.00	496,750.00	615,750.00	552,750.56	
New York Life Insurance Company.....	3,247,857.00	3,707,198.00	4,735,802.00	4,808,169.00	8,058,022.00
North American Life Insurance Company.....	793,580.00	834,500.00	665,270.00	883,790.00	1,337,572.00
Northwestern Mutual Life Insurance Company.....	6,943,540.00	8,148,080.00	8,222,200.00	7,405,200.00	13,941,480.00
Northwestern National Life Insurance Company.....	232,649.00	221,392.00	329,301.00	1,035,159.00	1,731,813.00
Old Colony Life Insurance Company.....			5,600.00	26,700.00	619,454.00
Old Line Life Insurance Company.....					5,000.00
Pacific Mutual Life Insurance Company.....	421,107.00	298,677.00	426,167.00	465,619.00	972,836.00
Penn Mutual Life Insurance Company.....	3,153,646.00	3,328,160.00	3,298,913.00	2,550,091.00	5,695,486.00
Peoria Life Insurance Company.....	750,325.00	991,750.00	794,250.00	1,099,193.00	2,697,539.00
Phoenix Mutual Life Insurance Company.....	975,745.00	945,058.40	1,625,375.60	1,009,448.39	3,065,775.00
Prairie Life Insurance Company.....	1,257,000.00	1,236,580.00	657,200.00	412,000.00	715,005.00
Provident Life and Trust Company.....	521,657.00	591,303.00	965,295.00	509,523.00	803,458.00
Prudential Insurance Company of America.....	6,478,383.00	6,968,595.00	7,605,500.00	8,332,424.00	10,563,462.00
Relliance Life Insurance Company.....	480,000.00	438,500.00	428,892.00	579,009.00	420,492.00
Reserve Loan Life Insurance Company.....		89,500.00	165,900.00	196,500.00	550,000.00
Saint Joseph Life Insurance Company.....		230,596.43	269,300.00	96,500.00	107,500.00
Security Mutual Life Insurance Company.....	21,000.00	38,000.00	27,000.00	7,000.00	14,500.00
Standard Life Insurance Company.....	40,500.00	43,500.00	48,500.00	* 8,304,545.00	
State Life Insurance Company.....	57,000.00	116,000.00	35,129.00	18,085.00	16,058.00
Travelers Insurance Company.....	675,568.00	1,057,956.00	2,096,139.00	7,112,622.00	4,298,132.00
Union Central Life Insurance Company.....	1,364,365.00	1,369,507.00	1,482,267.00	1,316,515.00	2,648,561.00
Union Mutual Life Insurance Company.....	7,239.55	34,796.43	8,790.07	29,638.32	19,662.49
United States Life Insurance Company.....	9,000.00	25,453.00	10,000.62	16,000.00	24,000.00

\* Includes Standard Life of Iowa business reinsured.

### COMPANIES AND SOCIETIES ADMITTED

During the year 1919 three new Iowa life companies and one fraternal (colored) were licensed to write life insurance. Two foreign life companies and two foreign fraternal societies were admitted during the year. These were:

Republic Life Insurance Company, Des Moines, Iowa, licensed August 5, 1919, under Chapter 6, Title IX, as a mutual legal reserve life insurance company.

State Life Insurance Company of Iowa, Des Moines, Iowa, licensed July 18, 1919, under section 1768 and 1775 of Chapter 6, Title IX, as a stock legal reserve life insurance company.

Grand Lodge Knights of Pythias of North America, South America, Europe, Asia, Africa and Australia, Jurisdiction of Iowa (Colored) licensed May 13, 1919, under section 1822, Chapter 9, Title IX, as a Fraternal Beneficiary Society.

Farmers National Life Insurance Company of America, Huntington, Indiana, licensed March 18, 1919, under section 1768 of Chapter 6, Title IX, as a stock legal reserve life insurance company.

Old Line Life Insurance Company of America, Milwaukee, Wisconsin, licensed December 17, 1919, under section 1768 of Chapter 6, Title IX as a stock legal reserve life insurance company.

Luther union, Minneapolis, Minnesota, licensed May 12, 1919, under section 1822, Chapter 9, Title IX, as a Fraternal Beneficiary Society.

Morris Plan Insurance Society, New York, New York, licensed June 20, 1919, under section 1768, Chapter 6, Title IX, as a stock legal reserve life insurance company.

Central Life Assurance Society of the United States (Mutual), licensed May 15, 1919, under section 1768, Chapter 6, Title IX.

### COMPANIES DISCONTINUED OR REINSURED

Central Life Assurance Society of the United States reinsured on May 15th, with the Central Life Assurance Society of the United States (Mutual).

Mystic Toilers, a Fraternal Beneficiary Society, was transformed into a legal reserve life insurance company as provided

in section 1798-b, Chapter 7, Title IX and changed its name to Liberty Life Insurance Company.

Loyal Mystic Legion of America reinsured with the American Insurance Union in May, 1919.

### CHANGE IN NAME

Scandia Life Insurance Company changed its name to Mutual Trust Life Insurance Company, on February 11, 1919. Knights and Ladies of Security changed their name to Security Benefit Association on September 25, 1919.

### INCREASE OR DECREASE IN CAPITAL

During the year a number of changes were made in the capital of various companies licensed in the state. All such increases or decreases are shown by the following table:

Iowa Companies	Location	Capital	
		Increase	Decrease
1 American Teachers Life Ins. Co.....	Des Moines, Iowa.....	\$ 3,450.00	.....
2 Cedar Rapids Life Ins. Co.....	Cedar Rapids, Iowa.....	50,000.00	.....
3 Des Moines Life and Annuity.....	Des Moines, Iowa.....	37,085.84	.....
4 Liberty Life Ins. Co.....	Des Moines, Iowa.....	101,000.00	.....
5 Natl. Fidelity Life Ins. Co.....	Sioux City, Iowa.....	.....	\$ 100,000.00
6 Reinsurance Life Ins. Co.....	Des Moines, Iowa.....	396,125.00	.....
7 State Life Ins. Co.....	Des Moines, Iowa.....	55,450.00	.....
Other than Iowa Companies			
1 American Bankers Ins. Co.....	Chicago, Ill. ....	35,810.00	.....
2 Farmers Natl. Ins. Co.....	Huntington, Ind. ....	50,785.00	.....
3 Lincoln Natl. Life Ins. Co.....	Fort Wayne, Ind. ....	300,000.00	.....
4 Midland Ins. Co.....	St. Paul, Minn. ....	164.75	.....
5 Union Central Life Ins. Co.....	Cincinnati, Ohio .....	500,000.00	.....
6 Pacific Mut. Life Ins. Co.....	Los Angeles, Calif.....	300,000.00	.....

### EXPENSES OF THE DEPARTMENT

Salaries and clerk hire.....	\$ 30,362.41
Printing and binding.....	3,624.41
Telephone, telegraph and express.....	264.75
Postage.....	1,408.12
Stationery and supplies.....	292.70
Contingent expense.....	1,029.77
Total.....	\$ 36,982.16



The total taxes and fees received during the same period is shown by the following table:

## FEES AND TAXES PAID.

## LIFE INSURANCE COMPANIES

	Fees Paid to Treasurer of State	Examina- tion Fees	Taxes
<b>IOWA COMPANIES</b>			
American Life Insurance Company.....	\$ 107.40		\$ 1,549.29
American Teachers Life Insurance Company.....	80.00	\$ 159.40	
Bankers Life Company.....	357.60	853.73	
Cedar Rapids Life Insurance Company.....	65.00	701.65	502.98
Central Life Assur. Soc. of the United States.....	326.70		4,361.00
Central Life Assur. Soc. of the U. S. (Mutual).....	293.60	499.32	
Des Moines Life and Annuity Co.....	172.40	355.20	651.38
Equitable Life Ins. Co. of Iowa.....	299.00	740.70	
Guaranty Life Ins. Company.....	49.00		870.15
Iowa Life Insurance Company.....	67.50		332.80
Liberty Life Insurance Company.....	42.00		
Merchants Life Insurance Company.....	105.50	481.70	1,490.17
National American Life Ins. Co. of Iowa.....	66.20	1,940.97	709.80
National Fidelity Life Ins. Co. of Iowa.....	74.50		967.14
Provident Life Insurance Company.....	55.00	410.10	483.28
Register Life Insurance Company.....	93.50	13.95	96.92
Reinsurance Life Company.....	31.65	345.00	94.25
Republic Life Insurance Company.....	11.50		
Royal Union Mutual Life Insurance Company.....	149.50	459.00	641.44
Standard Life Insurance Company.....			354.15
State Life Insurance Company of Iowa.....	41.00	29.80	
Western Life Insurance Company.....	85.50	* 550.30	1,276.67
<b>OTHER THAN IOWA COMPANIES</b>			
Aetna Life Insurance Company.....	380.00		7,808.94
American Bankers Insurance Company.....	149.00		827.33
American Central Life Insurance Company.....	32.00		62.19
American National Assurance Company.....	32.00		170.85
Bankers Life Insurance Company.....	352.00	520.56	4,029.33
Bankers Reserve Life Company.....	122.00		2,911.01
Berkshire Life Insurance Company.....	134.00		767.37
Central Life Insurance Co. of Illinois.....	707.00		223.28
Columbian National Life Insurance Co.....	118.00		128.78
Commonwealth Life Insurance Company.....	134.00	199.90	5,895.97
Connecticut Mutual Life Insurance Co.....	246.00		9,908.61
Continental Assurance Company.....	147.00		70.75
Equitable Life Assur. Soc. of U. S.....	622.00		13,872.50
Farmers Nat'l Life Ins Co. of America.....	99.00		227.85
Federal Life Insurance Company.....	277.00		
Fidelity Mutual Life Insurance Company.....	36.00		1,296.73
Girard Life Insurance Company.....	22.00		38.21
Guardian Life Insurance Company.....	136.00		3,650.06
Home Life Insurance Company.....	26.00		231.14
International Life Insurance Company.....	52.00		386.78
John Hancock Mutual Life Insurance Company.....	292.00		1,888.50
Kansas City Life Insurance Company.....	64.00		2,274.30
Lincoln National Life Insurance Company.....	50.00		11.35
Lutheran International Life Insurance Co.....	167.00		170.47
Massachusetts Mutual Life Insurance Co.....	222.00		6,830.59
Metropolitan Life Insurance Company.....	442.00		25,615.88
Michigan Mutual Life Insurance Company.....	126.00		5,065.17
Midland Insurance Company.....	40.00		4.47
Midwest Life Insurance Company.....	62.00		79.50
Missouri State Life Insurance Company.....	102.00		† 189.03

† Credit given for overpayment in 1918 of \$1,372.33.

## FEES AND TAXES PAID—Continued.

	Fees Paid to Treasurer of State	Examina- tion Fees	Taxes
Morris Plan Insurance Society.....	57.00		
Mutual Benefit Life Insurance Company.....	322.00		15,072.71
Mutual Life Ins. Co. of New York.....	412.00		25,332.17
Mutual Trust Life Insurance Company.....	205.00		3,425.26
National Life Insurance Co. U. S. of A.....	252.00		8,062.87
National Life Insurance Company.....	123.00		3,563.19
New England Mutual Life Insurance Co.....	160.00		4,390.32
New World Life Insurance Company.....	212.00		1,435.30
New York Life Insurance Company.....	408.00		28,580.90
North American Life Insurance Co.....	195.00		2,728.81
Northwestern Mutual Life Insurance Co.....	827.00		56,371.45
Northwestern National Life Ins. Co.....	158.00	35.67	2,364.87
Old Colony Life Insurance Company.....	219.00		45.96
Old Line Life Insurance Company.....	54.00		
Pacific Mutual Life Insurance Company.....	208.00		2,569.50
Penn Mutual Life Insurance Company.....	386.00		23,477.63
Peoria Life Insurance Company.....	167.00		2,704.44
Phoenix Mutual Life Insurance Co.....	140.00		6,408.45
Prairie Life Insurance Company.....	146.00		1,585.09
Provident Life and Trust Co.....	118.00		2,013.31
Prudential Insurance Co. of America.....	668.00		29,556.83
Reliance Life Insurance Company.....	46.00		2,067.50
Reserve Loan Life Insurance Company.....	253.00		214.16
Saint Joseph Life Insurance Company.....	52.00		548.16
Security Mutual Life Insurance Co.....	28.00		69.35
Standard Life Insurance Co.....	227.00	392.28	1,504.63
State Life Insurance Company.....	88.00	* 486.44	280.83
Travelers Insurance Company.....	724.00		4,063.87
Union Central Life Insurance Company.....	119.00		6,208.97
Union Mutual Life Insurance Company.....	22.00		140.76
United States Life Insurance Company.....	24.00		175.69
<b>LIFE INSURANCE COMPANIES (U. S. B)</b>			
Mercury Reinsurance Co.....	50.50		
* 1918 examination.			

## ASSESSMENT LIFE ASSOCIATIONS

<b>IOWA ASSOCIATIONS</b>			
Mutual Life Association of Iowa.....	\$ 10.00		\$ 81.10
National Life Association.....	78.50		2,157.34
<b>OTHER THAN IOWA ASSOCIATIONS</b>			
Guarantee Fund Life Association.....	79.00		
Illinois Bankers Life Association.....	199.00		1,290.93

## FRATERNAL BENEFICIARY SOCIETIES

<b>IOWA SOCIETIES</b>			
Ancient Order of United Workmen.....	\$ 29.00		
Brotherhood of American Yeomen.....	31.00		
Degree of Honor.....	31.40	\$ 359.73	
Homesteaders.....	53.25	* 249.00	
Knights of Pythias of N. A., S. A., etc., Grand Lodge (Colored).....	25.00		
Lutheran Mutual Aid Society.....	31.00		
Modern Brotherhood of America.....	31.00		
Mystic Tollers.....	28.00	101.60	

\* Examination made in 1918.

## FEES AND TAXES PAID—Continued.

	Fees Paid to Treasurer of State	Examina- tion Fees	Taxes
Order of Ry. Conductors of A. Mut. Ben. Dept.	25.00		
Roman Catholic Mut. Prot. Soc. of Iowa	27.00		
Western Bohemian Fraternal Assn.	25.00		
Zapadni Ceska Katolicka Jednota (Western Bohemian Catholic Union)	25.00		
OTHER THAN IOWA SOCIETIES			
Aid Assn. of Lutherans	25.00		
Ancient Order of Gleaners	25.00		
Ben Hur, Supreme Tribe of	25.00		
Benefit Assn. of Railway Employes	35.00		
Bohemian-Slavonian Benevolent Soc. of U. S.	25.00		
Catholic Knights of America, Sup. Coun.	25.00		
Catholic Order of Foresters	25.00		
Columbian Circle (The)	25.00		
Court of Honor	25.00		
Fraternal Aid Union	25.00	547.53	
Independent Order of Foresters, Sup. Court	25.00		
Katalky Delnick (Catholic Workmen)	25.00		
Knights of Columbus	25.00		
Knights and Ladies of Security	25.00		
Knights of Pythias, Sup. Lodge	25.00		
Ladies of the Maccabees	25.00		
Loyal American Life Association	25.00		
Loyal Mystic Legion of America	25.00		
Luther Union	25.00		
Maccabees, The	25.00		
Masonic Mut. Life Assn. of the Dist. of Colum.	25.00		
Modern Woodmen of America	25.00		
Mystic Workers of the World	25.00		
National Fraternal Soc. of the Deaf	25.00		
National Slovak Soc. of U. S. of A.	25.00		
National Union Assur. Soc.	25.00		
North Star Benefit Association	25.00		
Royal Arcanum, Supreme Council of the	25.00		
Royal Highlanders	25.00		
Royal Neighbors of America	25.00		
Sons of Norway	25.00		
United Danish Societies of America	25.00		
Western Catholic Union, Sup. Council	25.00		
Women's Benefit Assn. of the Maccabees	25.00		
Women's Catholic Order of the Foresters	25.00		
Woodmen Circle	25.00		
Woodmen of the World, Sovereign Camp	25.00		

## RECAPITULATION

Class of Business	Taxes	Fees
Iowa Life Insurance Companies	\$ 14,291.47	\$ 2,535.06
Non-Iowa United States Life Insurance Companies	330,666.92	11,800.00
U. S. B. Foreign Life Insurance Companies	50.50	
Assessment Life Associations (Iowa)	2,188.44	88.50
Assessment Life Associations (other than Iowa)	1,200.98	209.00
Fraternal Societies		1,206.65
Total	\$ 348,408.26	\$ 16,088.20

## SECURITIES ON DEPOSIT

On December 31, 1918, there was on deposit with this department securities as provided by law, amounting to \$99,454,890.01. During the year 1919 additional securities were deposited amounting to \$41,471,896.77 and withdrawals amounting to \$24,905,987.70, making a net increase of securities on deposit of \$16,568,909.01. The amount of securities on deposit December 31, 1919, by the various Life Insurance Companies, Assessment Life Associations and Fraternal Beneficiary Societies together with their capital and reserve liabilities is shown by the following table:

## EXAMINATION OF COMPANIES.

The ensuing schedule shows the companies examined during 1919, the various states participating and the fees received by this Department for the same:

TABLE SHOWING NAME OF COMPANIES, ASSOCIATIONS, AND FRATERNAL SOCIETIES, CAPITAL STOCK PAID UP, DEPOSITS OF SECURITIES, RESERVES, AND EMERGENCY ACCUMULATIONS AS OF DECEMBER 31, 1919.

IOWA COMPANIES	Capital Stock Paid Up	Reserve Valuation	Reserve and Emergency Accumulations	Securities on Deposit Dec. 31, 1919
American Life Ins. Co.	\$ 209,875.00	\$ 2,351,681.00		\$ 2,173,829.67
American Teachers Life Ins. Co.	103,450.00	5,144.00		105,000.00
Bankers Life Co.	Mutual 21,137,390.67		\$16,415,273.55	35,797,435.66
Cedar Rapids Life Ins. Co.	100,000.00	814,384.46		890,407.16
Central Life Assur. Soc. (Mutual)	Mutual	6,991,269.68		7,303,254.92
Des Moines Life & Annuity Co.	500,000.00	94,592.24		674,350.00
Equitable Life Ins. Co.	300,000.00	25,583,419.43		29,208,223.64
Guaranty Life Ins. Co.	100,000.00	961,807.56		881,486.97
Iowa Life Ins. Co.	100,000.00	346,134.00		377,076.73
Liberty Life Ins. Co.	101,000.00	25,241.00		210,170.00
Merchants Life Ins. Co.	400,000.00	2,335,391.00	916,421.36	2,927,183.17
Nat'l American Life Ins. Co.	Mutual 477,794.00			397,739.19
Nat'l Fidelity Life Ins. Co. of Iowa	100,000.00	423,151.00		508,755.00
Provident Life Ins. Co.	100,000.00	205,394.00		377,100.00
Reinsurance Life Co. of America	488,250.00	63,289.19		510,348.86
Register Life Ins. Co.	Mutual	2,322,861.72		2,420,255.81
Republic Life Ins. Co.	Mutual	407.79		400.00
Royal Union Life Ins. Co.	Mutual	7,993,311.00		8,351,676.73
State Life Ins. Co. of Iowa	619,800.00	8,479.87		612,540.00
Western Life Ins. Co.	193,525.00			468,704.43
NON-IOWA COMPANIES				
Metropolitan Life Ins. Co.	Mutual			12,000.00
Nat'l Life Ins. Co. of U.S.A.	500,000.00			4,218,488.00
Northwestern Nat'l Life Ins. Co.	Mutual			36,500.00
Pacific Mut. Life Ins. Co.				100,000.00
Standard Life Ins. Co.	100,000.00			466,262.77
ASSESSMENT LIFE ASSOCIATIONS				
Mutual Life Assn. of Iowa	Assessment		237,136.06	228,200.00
National Life Association	Assessment		992,846.71	892,446.00
FRATERNAL SOCIETIES				
Brotherhood of American Yeomen	Fraternal		3,835,704.55	3,175,816.00
Grand Lodge of Iowa A. O. U. W.	Fraternal		1,132,513.71	812,792.97
Grand Lodge Degree of Honor of Iowa	Fraternal		201,164.46	178,200.00
The Homesteaders	Fraternal		302,152.72	297,750.00
Lutheran Mutual Aid Society	Fraternal		305,355.66	289,588.00
Modern Brotherhood of America	Fraternal		4,208,891.01	4,069,716.66
Roman Cath. Mut. Prot. Society	Fraternal		481,414.10	465,750.00
Western Bohemian Catholic Union	Fraternal		103,655.63	97,500.00
Western Bohemian Catholic Assn.	Fraternal		890,007.00	755,800.00
NON-IOWA SOCIETIES				
Fraternal Aid Union				57,000.00

Company	Location	States Participating	Expense of Examination
American Teachers Life Ins. Co.	Des Moines, Iowa	Iowa	\$ 150.40
Bankers Life Co.	Des Moines, Iowa	Iowa, Ind., Okla.	871.33
Bankers Life Ins. Co.	Lincoln, Neb.	Iowa, Neb., S. D., Kan., Mont.	520.68
Cedar Rapids Life Ins. Co.	Cedar Rapids, Iowa	Iowa	701.65
Central Life Assur. Soc. of U.S.(M.)	Des Moines, Iowa	Iowa, Okla., Minn., Wis.	650.82
Des Moines Life & Annuity Co.	Des Moines, Iowa	Iowa	355.20
Equitable Life Ins. Co. of Iowa	Des Moines, Iowa	Iowa	740.70
Merchants Life Ins. Co.	Des Moines, Iowa	Iowa	481.70
Nat'l Amer. Life Ins. Co. of Iowa	Burlington, Iowa	Iowa	1,948.17
Northwestern Nat'l Life Ins. Co.	Minneapolis, Minn.	Iowa, Minn.	35.50
Provident Life Ins. Co.	Des Moines, Iowa	Iowa	410.10
Reinsurance Life Co. of America	Des Moines, Iowa	Iowa	357.80
Royal Union Mut. Life Ins. Co.	Des Moines, Iowa	Iowa	459.00
Standard Life Ins. Co.	Decatur, Ill.	Iowa, Ill.	296.34
State Life Ins. Co.	Indianapolis, Ind.	Iowa, Ind., N. C.	486.44
State Life Ins. Co. of Iowa	Des Moines, Iowa	Iowa	29.80
Western Life Ins. Co.	Des Moines, Iowa	Iowa	850.30
FRATERNAL			
Degree of Honor	Cedar Rapids, Iowa	Iowa	396.13
Fraternal Aid Union	Lawrence, Kan.	Iowa	547.53
Modern Brotherhood of America	Mason City, Iowa	Iowa	1,965.73
Mystic Tollers	Des Moines, Iowa	Iowa	101.00
Order of Railway Conductors	Cedar Rapids, Iowa	Iowa	971.57
West. Bohem. Fraternal Assn.	Cedar Rapids, Iowa	Iowa	394.66

## EXAMINATION COMMENTS.

AMERICAN TEACHERS' LIFE INSURANCE COMPANY  
DES MOINES, IOWA

This company was organized under the provisions of Chapters 1, 6, 8, 8a and 8b, Title IX of the Code of Iowa, and its Articles of Incorporation were approved by the Secretary of State September 25, 1917. The period up to November 11, 1918, was spent in the sale of stock and preliminary organization work, its license to write life insurance being issued by the Commissioner of Insurance on the latter date. However, due to the exceedingly unfavorable conditions confronting Life Insurance Companies during the latter part of 1918, no insurance was written until January 1st, 1919.

The original capital stock of the Company, which was \$100,000, divided into 2,000 shares of \$50.00 each, and sold for \$100 per share, has been subscribed and paid for with no death losses as of May 31, 1919, the Articles of Incorporation were amended, increasing the Capital Stock of the Company to \$200,000.00. The sale of the second issue of Capital Stock is now in progress, \$400.00 having been paid in full prior to the date of this examination, making the Capital Stock of the Company as of May 31, 1919, \$100,400.00.

The Company issued no policies until January 1st, 1919, and had \$331,000 of insurance issued and paid for with no death losses as of May 31, 1919, which is, in the opinion of your examiners, a very creditable showing for its first five months of underwriting experience. None of its agents' contracts call for excessive commissions and the initial cost of new insurance compares favorably with that of other new companies. The officers of the Company are all men of high standing in their respective communities and have been successful in their former vocations. Their insurance experience, however, is very limited, being confined entirely to their connection with this company. The Company's books are all of such form that the adequate records can be kept with a minimum amount of labor.

The Company is licensed to transact business in Iowa and North Dakota.

REPORT ON EXAMINATION OF THE BANKERS LIFE COMPANY  
DES MOINES, IOWA

The Company was incorporated on June 30, 1879, as an assessment association, under the name of the Bankers Life Association, pursuant to Section 1160, Code of Iowa, and Chapter 104, Acts Seventeenth General Assembly and Acts Amendatory thereto.

On October 26, 1911, the articles of incorporation were amended and the Association transformed into a legal reserve mutual life insurance company, and the name changed to the "Bankers Life Company." The change was effected by the board of directors acting under the provisions of Section 1798-b to the Supplement of Code, 1907.

The last examination was made as of December 31, 1916, and the present

examination covers the period from that date to and including December 31, 1918. Your examiners also investigated the treatment of those accounts peculiar to assessment members of the Company, during the whole period from reorganization to the present date.

## ALLOCATION OF DEATH LOSSES

The allocation of the death loss charge is governed by Section XI of the By-laws, and the calculations stated above were made in accordance with that section as amended in 1917.

In 1917 the death losses charged to the assessment funds were \$296,232.00 more than would have been charged had the section not been amended. In 1918, owing to the abnormal age distribution of death loss due to the influenza epidemic, the assessment funds were charged with \$113,670.47 less under the amended by-law than they would have been charged under the old one.

In 1918 the assessment business had no share or interest in the mortality classes for attained ages 20 to 27 inclusive, and the legal reserve business had no share or interest in the classes for ages 72 to 93 inclusive. In the classes for ages 28 to 71 inclusive both branches of the business shared. At the younger ages of the groups 28 to 71, the assessment members shared lightly, their interest increasing with the increase in the age while the interest of the legal reserve members was correspondingly heaviest at the younger ages of the groups and decreased with the decrease in age. The new business written will be mostly at the younger ages where the interest of the assessment members will be lightest.

At the time of reorganization, the only fund available for the establishment of the level premium business was the amount of unrequired and unused expense contributions of the assessment members which had not been transferred to the emergency reserve fund. This fund amounted to at least \$350,000.00 and was thrown into general surplus and used for the acquisition of legal reserve business. Since reorganization the semi-annual expense dues paid by the assessment members have been put into a common fund and used to defray the expenses of the Company as a whole. During the six years preceding reorganization, there was transferred to the emergency reserve fund out of the savings from the semi-annual expense dues the sum of \$850,000—an average of \$141,666.67 per year. The assessment funds have received as their share of the mortality savings on the legal reserve business the following amounts:

Year	Amount
1912	\$ 37,143.47
1913	60,452.85
1914	156,771.82
1915	157,527.96
1916	249,926.71
1917	38,131.50
1918	39,906.48
Total	\$660,047.83

The officers of the Company very correctly state that it is impossible to predetermine with absolute certainty any inflexible method of appointment of mortality costs between the assessment and legal reserve mem-

bers that will insure exact equity and that in view of this fact justice to the members in both classes requires that the Company be guided in the main by actual experience from year to year rather than by some inflexible set rule or formula.

Following this theory the directors passed the following resolution:

#### RESOLUTION

"On motion of Mr. Nourse, it was resolved that by May 1, 1921, and at the end of each three years thereafter, the Company will investigate the operation of Section XI of the By-Laws of the Company as of the preceding December 31st, and if any such investigation indicates that the Section has not been operated satisfactorily, it shall be amended in such way as to work substantial justice to both the assessment certificate holders and the legal reserve policyholders. Such report will be made to the Insurance Commissioner of the Home State."

The books and records are well kept and your examiners were able to obtain desired information without undue expenditure of time. The officers and employees have rendered all possible assistance and courtesies.

#### BANKERS LIFE INSURANCE COMPANY LINCOLN, NEB.

##### INSURANCE BOARD OVER-RULES INSURANCE COMMISSIONER

In January 1915 the Insurance Commissioner of Nebraska declined to approve the Deferred Dividend Policy then proposed and now being issued by the Bankers Life Insurance Company.

The Company appealed from the commissioner's ruling to the Insurance Board, the Governor, Attorney General and Auditor.

The Governor and Attorney General, a majority of the board, sustained the company's appeal, the auditor voting against the company to sustain the commissioner. The official record of the proceeding follows:

February 5, 1915, Board met in the Governor's office. Present, Governor Morehead, Attorney General Reed, and Auditor Smith.

Wherein J. H. Harley, Secretary, Ernest Ames, Actuary and E. C. Strode, Attorney, appeared for the Bankers Life Insurance Company, Lincoln, appealing from the ruling of the Insurance Commissioner relative to the refusal of the approval of their so-called "Deferred Dividend Policy." The Department refused to approve said policy, as explained in the letter dated January 30, 1915, as follows:

Bankers Life Insurance Company, Lincoln, Nebraska. Gentlemen: We beg to acknowledge receipt of draft of proposed policy form described as "Limited Payment Deferred Dividend Life Policy: Premiums payable for 20 years; dividends deferred for 20 years."

On the first page of the policy we find the following provision: "At the end of 20 years from date hereof this policy shall participate in the surplus of the Company as provided in the options of settlement herein."

Under the heading of "Options of Settlement" we find the following: "If this policy has not been terminated by death, lapse or surrender the legal holder shall, at the expiration of twenty years from the date hereof, be entitled to either of the following options of settlement:

First—To surrender this policy and withdraw in cash the full cash

value, which shall be the full cash surrender value and all accumulated surplus apportioned to this policy.

Second—to withdraw the surplus in cash and continue this policy as a paid up participating life policy for the full face value, entitled to annual cash dividends."

From the above we understand that in case of death, lapse or surrender within the deferred dividend term stated in the policy—say 20 years—it is the intention that the accumulated surplus apportioned to the policy shall be forfeited.

As we read the law participation in surplus and its distribution may, by contract, be deferred to a fixed or specified time, not exceeding twenty years, but we find nothing in the law that permits the confiscation of such surplus, either for the benefit of the Company or other policy holders. The seventh paragraph of Section 102 of the Insurance Code states in its first sentence that the policy shall participate in the surplus of the Company, and that the surplus shall be carried as a distinct and separate liability. In the last sentence it is provided that upon request the Company shall furnish the assured "with a statement of the amount set aside on such policy and held awaiting distribution at the expiration of the deferred dividend period." Nowhere do we find any reference to the forfeiture of such surplus.

That the beneficiary of a policy holder who may die a few years or a few months before the expiration of a long term of years, should be deprived of the earnings belonging to the policy, seems to us an injustice, and we do not understand the law to so provide.

In all other respects the policy meets with our approval.

Upon vote of this appeal, Governor Morehead and Attorney General Reed voted to authorize the Commissioner to authorize said policy; Auditor Smith voting in the negative, explaining his vote with the statement that he did not believe it was the intention of the Legislature to allow a policy to be issued in this state, where forfeiture could be made of dividends.

The Board adjourned.

#### DEFERRED DIVIDEND PLAN

Departments represented in this examination have repeatedly and persistently been called upon for information and explanation of the methods by which this company has been able to surpass the record of all competitors in deferred dividend settlements on returning policies. This subject has been given extended consideration.

First, the company has applied to deferred dividend apportionments on maturing policies all of the sums arising from reserves released, gains from loading, lapsed policies, interest earnings, savings in mortality and the gains from deferred premiums.

Second, the fixed policy of the company has been to create all possible benefits for the continuing and persistent paying policy holder.

This attitude of the company, its methods of business, plans of settlement, deferred dividend apportionments and insurance practices, specifically and generally, have complied with the laws of Nebraska, under which this company was organized and is now operating.

## DEFERRED DIVIDEND INVESTIGATIONS

The original policies issued by the company prior to July 1, 1915, had no automatic nonforfeiture provision. According to such policy contracts the insured is entitled to a paid up insurance value beginning with the third policy year, providing he asks for this option within three months from the date of lapse. The second option under such policy contracts beginning with the third year is that of extended insurance. It was also necessary to apply for this option within three months from the date of lapse. If the policy becomes a claim under this extended insurance option the company deducts all of the premiums which would have been paid had the policy been maintained in force as originally issued. The basis upon which the extended insurance was computed, however, was for its full amount without reduction. The cash value of these policies is available only quin-quennially and then must be applied for within thirty days after the premium due date.

In case the insured (upon lapsing his policy) fails to apply for one of the options mentioned above within the required time he loses all equity in the policy contract. Approximately one-half (i. e. \$33,000,000) of the insurance in force as of December 31, 1918, was issued prior to July 1, 1915, and contains the above provisions. Such are not the conditions of policies issued subsequent to July 1, 1915, which conditions are governed by the present laws of Nebraska guaranteeing liberal surrender value to the insured.

On account of these policy provisions the company has made large gains by reason of reserves released. It will be noted from the following table that since 1904 this has amounted to \$929,263.71, which, however; it should be observed, is somewhat less than 20% of the total earnings.

Surplus Dec. 31, 1904.....	\$139,495.80	
Gain from loading.....	\$ 187,101.91	
Interest .....	1,537,408.60	
Mortality .....	2,626,544.43	
Reserves released .....	929,263.71	
Profit and loss .....	7,567.83	
Gain from def. prem. ....	43,779.17	
	<u>\$5,331,665.65</u>	
Loss from loading.....	\$ 310,360.54	
Dividends stockholders .....	94,000.00	
Dividends policyholders .....	625,352.45	
Deferred premiums dropped out.....	26,659.92	
Special reserve .....	100,961.35	
Decrease book value and loss unaccounted for .....	88,837.09	
	<u>\$1,246,171.35</u>	
Gain in surplus .....		4,085,494.30
Surplus Dec. 31, 1918.....		<u>\$4,224,090.10</u>
Surplus apportioned, payable in 1919.....	248,820.94	
Provisionally apportioned .....	3,794,390.17	
Unassigned surplus .....	181,778.99	
	<u>\$4,224,990.10</u>	

During the entire experience of the company up to and including 1917 the ratio of actual mortality to expected has been very low, averaging between forty and fifty per cent. This also has resulted in a large gain to the company, a total of \$2,626,544.43 which is somewhat more than half of the total earnings. Due to the ravages of influenza, during 1918, the ratio of actual to expected increased to 95%.

In 1905 the first effort was made to apportion the deferred dividend. The company at that time had a surplus of \$201,838.22. In making this estimate the so called "contribution" method was used. For the accumulation of surplus a gain of 5% in interest, and the following percentages for discontinuance were used:

1892 .....	.09
1893 .....	.09
1894 .....	.085
1895 .....	.12
1896 .....	.12
1897 .....	.11
1898 .....	.075
1899 .....	.045
1900 .....	.047
1901 .....	.053
1902 .....	.0206
1903 .....	.03
1904 .....	.03
1905 .....	.04

This approximation absorbed \$189,812.73 of the total surplus of \$201,838.22. In this estimate there would have been apportioned to policies from two to five years old an accumulation of dividends when in reality none of the policies issued by the company really had any accumulation until the beginning of the sixth year, due to the large overhead expense the first policy year, and the fact that the company maintains the full level premium reserve on all policies. The amount apportioned to policies from two to five years old was therefore in reality an earning on the older policies.

After making this calculation it was found:

First, that the gain in mortality was much in excess of 25%, in fact, more nearly 50%.

Second, that the expense after the first year was much less than 15% of the premium.

Third, that no gain from forfeitures had been taken into consideration. This item in reality amounted to considerable on account of there being no non-forfeiture provision in the policy contracts.

Accordingly, before any final apportionment had been made the method was changed.

Assuming:

Gain in mortality .....	50%
Gain in interest .....	.0085%
Gain in expense .....	loading less 5% of gross premium

and using as accumulation factors 5% for interest and 2% for discontinuance, annual dividends were computed starting with the 6th policy year.

According to the above per cent of gain, an accumulation was made for the full tontine period. The estimated deferred dividends were then compared with the estimate which the company had originally made when the policy was sold and found to be as follows:

Plan	Estimated Surplus	Computed Surplus	Per Cent Excess of Former
Life .....	\$367.68	\$328.60	11.9
20 Payment .....	549.26	349.65	57.1
15 Payment .....	371.69	190.97	94.6
10 Payment, 10 years .....	170.73	85.48	99.7
20 years .....	558.29	281.66	98.2
20 Endowment .....	562.95	463.82	21.4
15 Endowment .....	334.62	291.04	15.0
10 Endowment .....	207.25	141.58	46.4

It will be noted that the company had made no provisions for the gain resulting from forfeited policies as before mentioned. This together with earnings in mortality and interest in excess of the factors used resulted in a large surplus in excess of that apportioned. It was then decided to increase these estimated dividends according to the following table to bring them up to approximately the amount which the insured was given to believe he would receive.

	Per Cent
Life .....	25
20 Payment .....	55
15 Payment .....	90
10 Payment .....	100
20 Endowment .....	20
15 Endowment .....	10
10 Endowment .....	50

A table arrived at in the foregoing manner was used for apportioning dividends up to and including 1910, no deductions being made. During the year 1911 it was discovered that the surplus of the company was not sufficient to warrant the continuance of this scale. A reduction was made that year of 10% of the last annual dividend. Since that time the following deductions have been made:

1911 .....	10% of last annual dividend
1912 .....	10% of last 2 annual dividends
1913 .....	10% of last 3 annual dividends
1914 .....	10% of last 4 annual dividends
1915 .....	20% of last 4 annual dividends
1916 .....	20% of last 4 annual dividends
1917 .....	20% of last 4 annual dividends
1918 .....	23% of all previous annual dividends

This method, in effect, is one of comparing the actual accumulations of surplus with the estimated accumulations of surplus necessary to pay the insured at the end of the tontine period an amount equal to that which he had been led to believe he would receive. After this comparison had been made the estimated accumulation was decreased by whatever percentage was necessary in order to leave the company a margin for a surplus, the balance being distributed.

## ACTUARIAL INVESTIGATION

The company issues only the regular forms of policies, namely, ordinary life, limited payment life, and endowment. In checking over the values we found that the guaranteed cash values are to the even dollar and therefore fail (to the amount of the cents in excess of the even dollar), to be precisely equivalent to the other forms of surrender values.

In the early history of the company, the policy values were calculated on Meech's table which is based on the "record of thirty American life officers and 4% interest." In calculating the values for the current rate book which went into effect July 1, 1915, it was the desire of the company to have the cash value on limited payment policies the same as formerly. For example: under a twenty payment life policy issued at age thirty-five, all of the values are calculated according to the Actuaries Table of Mortality and 4% with the exception of the cash value the twentieth year, which is the full reserve according to Meech's Table, \$520. If the full reserve according to the Actuaries Table and 4% interest had been given, the cash value would have been \$539.00.

This practice in reality amounts to a surrender charge the 20th year amounting to the difference between Meech's net single premiums for whole life insurance and the actuaries net single premiums based upon 4% interest. This surrender charge in as much as it does not exceed 2½% of the amount insured is in conformity with the insurance laws of the State of Nebraska.

The above condition prevails in all of the limited payment life policies, all of the values being computed on the Actuaries Experience and 4% interest with the exception of the cash value granted at the end of the premium paying period which is also the full reserve on Meech's tables. On the ten payment life policy Meech's reserve is used for the cash value, both the tenth and twentieth year.

A few test checks were made of the endowment forms and the values were found to be computed on the correct basis, according to the actuaries Table and 4% interest.

It must be observed, however, that when a participating policy has matured in the "Old Line Bankers Life Insurance Company" the insured has been more than compensated for the surrender charge made, on account of the very liberal dividends the company has paid on the said matured contracts.

CENTRAL LIFE ASSURANCE SOCIETY OF THE UNITED STATES,  
DES MOINES, IOWA.

At a regular meeting of the Board of Directors of the Central Life Assurance Society of the United States, held May 10, 1919, the following Resolution was adopted:

Be it Resolved, That it is the sense of this Board of the plan for the organization of the Central Life Assurance Society of the United States (Mutual), and the reinsurance by that Society of the business of the Central Life Assurance Society of the United States, all as set forth in the Petition entitled, "in the matter of the mutualization and Reinsurance of the Central Life Assurance Society of the United States, a stock company," now on file in the office of the Insurance Commissioner of the State of Iowa, and which has been approved in writing by the

Commissioner created by Chapter 8-B Title IX, Supplement to the Code of Iowa, 1913, is for the best interest of this Society, and the same is hereby approved and adopted.

The State of Iowa, County of Polk, ss. This indenture, made this 15th day of May, 1919, by and between the Central Life Assurance Society of the United States, a private corporation duly incorporated as a stock life insurance company under the laws of the State of Iowa, and having its home office in the city of Des Moines, in said state, and for the sake of brevity hereinafter referred to as the "Stock Company" and the CENTRAL LIFE ASSURANCE SOCIETY OF THE UNITED STATES, (MUTUAL), a private corporation duly incorporated under the laws of the State of Iowa as a mutual life insurance company, with its principal place of business in the city of Des Moines, Iowa, and hereinafter for the sake of brevity called the "Mutual Company," witnesseth their agreement as follows:

#### ARTICLE I.

Section 1. In consideration of the premises of the Mutual Company, as set forth in Article II of this indenture the said Stock Company hereby assigns, transfers, conveys, sets over and delivers unto said Mutual Company all the property of whatsoever kind in or to which the said stock company has at this date any estate, title, right or interest of whatsoever character, intending by this general description to include all real property, personal property, choses in action, and everything or right whatsoever in or to which it has any title or claim. That upon request of the said Mutual Company at any time made or to be made, the said Stock Company will execute as of this date any and all such deeds, assignments or other conveyances as may be necessary or convenient better to effect or evidence the general transfer hereby made.

Section 2. The said Stock Company hereby empowers and authorizes the said Mutual Company in its behalf to collect, maintain and apply in accordance with the requirements of contract and of law each and all the premiums accrued or to accrue and the reserves accumulated or to be accumulated on account of the contracts of life insurance, endowment or annuity, heretofore issued or assumed by it, and to adjust, contest, settle or pay all contracts in whatsoever manner the said Stock Company would have been permitted or required to do. The said Stock Company hereby further authorizes the said Mutual Company to take all such contracts into its own account and to transact any and all business appertaining thereto in its own name.

Section 3. The transfer hereby made is subject to the requirements of the statutes of the State of Iowa relative to the deposit with the Insurance Commissioner of securities representing the net cash value of outstanding contracts of life insurance, Endowment, or annuity, and it is understood that many of the securities hereby transferred are now in the custody of the Insurance Commissioner by virtue of the deposits made in pursuance of such statutes. The said Stock Company hereby warrants that its annual report made to the Insurance Commissioner of the State of Iowa as of December 31, 1918, truly exhibits its condition on that date and that save for the rights vested by statute in the Insurance Commissioner and the beneficiaries of his trust with reference to the securities deposited with him the said Stock Company then owned by absolute and unencumbered title all of the assets scheduled in said report.

#### ARTICLE II.

Section 1. In consideration of the transfers, grants of authority, and promises made by the said Stock Company in Article I of this indenture, the said Mutual Company hereby assumes as its own, the promises fully to discharge and to hold equitable liability of whatsoever character now resting upon the said Stock Company, whether arising out of contract or

out of tort, subject, however, to all rights and defenses of which the said Stock Company might avail itself in law or in equity with reference to any such liability.

Section 2. As a part of its general contract of assumption expressed in Section 1 of this Article, the said Mutual Company expressly hereby assumes as its own liability, and promises fully to discharge and to hold the said Stock Company harmless from each and every legal or equitable liability of whatsoever character now or hereafter resting upon the said Stock Company by reason of its having heretofore issued or assumed, under its present or any former name or charter, any contract of life insurance, or endowment or annuity or insurance of whatsoever description. The said Mutual Company agrees to take into its own account, all such contracts of life insurance, endowment or annuity now outstanding and in force and to receive and accept all payments of premiums which the several holders thereof are or shall be legally or equitably entitled to make; and to maintain such legal reserves thereon as the said Stock Company would have been bound to maintain; and to make with the Insurance Commissioner of the State of Iowa, such deposits of securities representing the net cash value thereof, as the said Stock Company would have been bound to make from time to time under the laws of the State of Iowa; and to adjust, settle or pay all claims arising thereunder, as fully as the said Stock Company might or should have done; and all this to do to the complete exoneration of the said Stock Company from loss or expense on account of all such contracts of life insurance, endowment, or annuity, but subject to all the rights and defenses of which the said Stock Company might have availed itself in law or in equity with reference thereto.

That in further consideration of the transfers and promises of the Stock Company, the said Mutual Company agrees that it will pay to the persons hereinafter specifically mentioned, who are all the stockholders of the said Stock Company, in such proportions as are herein indicated, any earnings there may be for a period of twenty-two years from the date hereof, from the non-participating business hereby and hereinafter transferred to such Mutual Company.

For that the earnings from such non-participating business may be determined, the Mutual Company agrees that it will maintain a separate department for such business, in which department shall be shown.

(a) The gain or loss from loading from such non-participating business.

(b) The gain or loss from mortality from such non-participating business.

(c) The gain or loss from interest earnings from such non-participating business.

(d) The gain or loss from all other sources from such non-participating business.

(e) Total surplus of non-participating department.

That prior to February 15, 1920, and prior to such date in each year thereafter for a period of twenty-two years, the said Mutual Company shall make up a gain and loss exhibit, as of date January 1st, of such year, in such department and shall on February 15, 1921, and on February 15th of each year thereafter during such period, distribute all surplus, if any in excess of \$100,000.00, as shown by such exhibit, to the persons named hereafter, their heirs, personal representatives or assigns, the whole amount to be distributed being represented by 2,000 and the distribution to each person, his heirs, personal representatives or assigns so named being in proportion that the amount set out opposite to his name bears to 2,000.

Geo. B. Peak, Des Moines, Iowa.....	1,040
Alice H. Peak, Des Moines, Iowa.....	60
Geo. N. Ayres, Des Moines, Iowa.....	20
J. P. Stake, Kansas City, Missouri.....	40
Geo. A. Peak, Des Moines, Iowa.....	60
Vesta Long Brennen, Kalispell, Mont.....	20



Fred P. Carr, Des Moines, Iowa.....	100
Homer A. Miller, Des Moines, Iowa.....	10
Mrs. Homer A. Miller, Des Moines, Iowa.....	10
D. W. Smouse, Des Moines, Iowa.....	90
H. G. Everett, Des Moines, Iowa.....	340
O. C. Miller, Des Moines, Iowa.....	120
Vesta Peak Denny, Des Moines, Iowa.....	40
T. C. Denny, Des Moines, Iowa.....	2½
	57½

Approved 5-10-19.

In the Articles of Incorporation of the CENTRAL LIFE ASSURANCE SOCIETY OF THE UNITED STATES (MUTUAL), approved May 10, 1919, it is provided in

#### ARTICLE III.

Section 1. That the duration of the Society shall be for a period of 50 years with right of perpetual succession.

#### ARTICLE IV.

Section 1. The affairs of this corporation and the management of its business shall be conducted by a Board of not less than five nor more than nine directors. The first Board of Directors shall consist of nine members whose names and addresses are as follows:

Geo. B. Peak.....	Des Moines, Iowa
Dr. D. W. Smouse.....	Des Moines, Iowa
Homer A. Miller.....	Des Moines, Iowa
H. G. Everett.....	Des Moines, Iowa
O. C. Miller.....	Des Moines, Iowa
Dr. T. C. Denny.....	Des Moines, Iowa
Geo. A. Peak.....	Des Moines, Iowa
Geo. M. Ayres.....	Des Moines, Iowa
Fred P. Carr.....	Des Moines, Iowa

and the above named directors shall serve for a period of fifteen (15) years and until their successors are elected and qualified. In case of death or inability of any of the above named directors to serve upon said board, the remaining members shall elect their successors, who shall serve for the remainder of the fifteen year period.

At the end of said fifteen year period, members of the Board shall be elected for the following term of years; two for one year; two for two years; two for three years; and three for four years. As the terms of these directors shall expire their successors shall be elected and for four year terms, and they shall serve until their successors are elected and qualified.

Section 2. Provides that Directors shall be nominated only at the annual meeting of the corporation which next precedes the meeting at which they are to be elected.

Section 6. Until their successors are elected and qualified, the following named persons shall constitute the officers of this Society.

Geo. B. Peak.....	President
H. G. Everett.....	Vice President
Geo. A. Peak.....	Vice President
O. C. Miller.....	Vice President
Dr. T. C. Denny.....	Secretary
Fred G. Wolfinger.....	Assistant Secretary
Homer A. Miller.....	Treasurer
Fred P. Carr.....	General Counsel
Dr. D. W. Smouse.....	Chief Medical Director
Dr. T. C. Denny.....	Medical Director
Dr. Martin I. Olsen.....	Medical Director
Geo. N. Ayres.....	Manager Loan Department
J. B. Peniston.....	Actuary
John A. Wilson.....	Cashier

Section 7. The term of office of Geo. B. Peak, as President, shall be for a period of ten (10) years, and thereafter the term of office of President shall be for one year. The Board of Directors shall, immediately after the annual meeting of the policyholders, elect officers, who shall, except as herein provided, hold their respective offices for one (1) year and until their successors are elected and qualified, and fix their compensation. By a two-thirds vote of the entire Board, the Board of Directors may remove any officer or director from office, and the Board shall have the power to fill any vacancy that may occur in the Board or among the officers of the society, but the term of all persons so elected by the Board shall expire at the next annual meeting of the policyholders of the Society, except as otherwise provided in these articles.

#### ARTICLE V.

Section 1. Provides for the annual meeting of policyholders to be held on the third Tuesday of January of each year.

Section 2. Provides for special meeting of policyholders to be called by a majority of the Board of Directors.

Section 3. Provides that only those policyholders who carry at least \$1,000 participating life insurance shall be entitled to vote, and each policyholder may cast his vote in person or by written proxy.

Section 4. A quorum shall consist of at least ten (10) policyholders, each of whom carries at least one thousand dollars (\$1,000.00) participating life insurance in this Society.

#### CENTRAL LIFE ASSURANCE SOCIETY OF THE U. S. (MUTUAL) DES MOINES

Your examiners have met in conference with the officers of the Central Life Assurance Society (Mutual) on the above date, and have made a cursory examination of the records and have found that certain changes have been made as follows:

The provisions in the Articles of Incorporation and By-Laws relating to the election and terms of office of the directors have been under consideration, and certain amendments have been agreed upon as set forth in Exhibit "B," hereto attached.

These amendments have not been finally adopted for the reason that up to date no legal meeting for that purpose has been held. It is agreed and understood, however, that a meeting for the purpose of formally adopting these amendments will be held on the 23d day of December, 1919.

#### CEDAR RAPIDS LIFE INSURANCE COMPANY CEDAR RAPIDS, IOWA

The Company was incorporated as a legal reserve level premium life insurance Company on April 26, 1906, under Chapter 1, 6 and 8, Title IX of the Code of Iowa and Amendments thereto, and secured its license to write insurance June 1, 1906.

The original Articles of Incorporation fixed the authorized Capital at \$100,000.00, \$25,000.00 of which, together with \$25,000.00 premium which created a surplus, was paid in at the time of organization. An additional \$25,000.00 of Capital was paid in 1909, and the remaining \$50,000.00 Capi-

tal was paid in during June, 1919, so that at the present time the Capital Stock of \$100,000.00 is fully paid in; only \$25,000 premium or surplus was contributed.

Six per cent stock dividends on the \$50,000.00 Capital Stock was paid in the years 1911 to 1916 inclusive; eight per cent in 1917 and 1918 and a dividend of one dollar per share per quarter, which amounts to eight per cent on the original \$50,000.00 is being paid this year.

The Company is licensed only in the State of Iowa, and has, up to the present time, never made application for admission into any other state.

The Stockholders' annual meeting is held on the second Thursday of January each year, and is well attended, approximately seventy per cent of the Capital Stock being represented in person or by proxy at the 1918 and 1919 meetings.

**Death Claims.** All death claims coming under the scope of this examination were investigated and found to have been settled promptly and strictly in accordance with the policy contracts. There were no cases of rejection, compromise or contest. It is noted that seventy-three per cent of the death losses incurred from September 1, 1918, to June 30, 1919, were Pneumonia or Influenza. During the year 1918, the actual mortality was only .725 of the expected, which is a clear indication of exceptionally careful selection of risks assumed. The Company does not maintain a death claim register. An adequate register showing the necessary information should be installed at once.

The books and records are in excellent condition. All accounting is accurately and carefully done and all books were found to be in absolute balance. An excellent system of voucher checks is in use, and all miscellaneous bills were produced for inspection, the only exception being in the case of Home Office salaries, where one check payable to the Secretary is issued covering the amount of all salaries. No receipt is taken from the officers or employees showing the amount actually received. The pay roll book showing the necessary data was inspected and no exceptions noted. It is the opinion of your examiner that there should be a receipt on file showing the amount each officer and employee actually receives from each salary check so issued.

The officers and directors, with the exception of Director M. W. Jones, are all Cedar Rapids men and are among the most prominent and successful men of the city. Most of them have been connected with the Company since its organization. The record made by the Company during the thirteen years of its existence is sufficient evidence of their ability as successful and conservative insurance executive officers.

#### DEGREE OF HONOR

A valuation of all certificates in force was made on the basis of the National Fraternal Congress Tables of Mortality and four per cent interest.

Four classes of certificates were found to be in force:

(1) Class A consists of policies issued on a step rate basis. The rates were found to be adequate up to age 50, and the valuation was made on a yearly renewable basis.

The policies of this class are issued on the yearly renewal term basis and the premium charged is adequate up to age fifty. After this age this premium charge is the same as is charged at age fifty.

In your examiner's valuation no reserve has been set aside on these contracts. The premium on these contracts is collected monthly and therefore as soon as the collections are made they are earned. If a reserve was to be set aside on the yearly renewable term basis, it would be necessary to give the Society credit for the deferred premiums and these deferred premiums would merely offset the reserve set aside, therefore your examiner has considered it proper to neglect these altogether in his valuation.

(2) Class B consists of certificates terminating when the insured reaches the age of 60.

(3) Class C consists of certificates on the Ordinary Life Plan.

(4) Class D consists of policies on the Ordinary Life plan with disability benefits at age of 70, amounting to one-tenth of the face of the policy each year for ten years.

Death claims were examined and it was found that the Society paid claims promptly. No claims were compromised or rejected. The death claim register is, however, incomplete, as no claim is recorded on the register until it is paid, giving no record of claims pending or date of proofs being filed. This information must be derived from correspondence filed with claims. It is recommended that a more complete death claim register be installed.

On the third day of April, 1917, at a special session of the Grand Lodge, it was voted to secure the present Administration Building. This property was to be bought by voluntary contributions, a dollar per year for three years from each member. The Home Fund has been kept wholly and entirely separate from all other funds of the Society and has never been considered a part of the Society's funds. Your examiner would recommend that proper action be taken at next session of the Grand Lodge to consolidate this Fund with the other funds of the Society, as the title is vested in the Society, and to all intents and purposes the property belongs to the Society. The present officers concur in this opinion. The Grand Lodge pays \$40.00 per month rent, and all heat, light and water for the use of the Administration Building.

Great difficulty was experienced in securing a balance for the preparation of the financial statement, as the Society has no general ledger, although your predecessor demanded that one should be installed. It was also requested by him that they should install a proper voucher system. Up to this time this has not been done.

The officers have completed arrangements with the Society's actuary to install a general ledger and an up-to-date system of accounting, this to be accomplished at the close of this examination. A first class voucher check is being printed.

The Society has discarded a number of auxiliary books since the last examination by your department, and this has tended to greatly simplify their records.

Conscientious effort is noted on the part of the Grand Recorder. How-

ever, numerous errors were discovered which were occasioned by the absence of a general ledger, also due to the fact that all daily entries were made to an auxiliary cash book and then transferred to the regular cash book at the end of each month, which was intended for a book of original entry.

The Grand Recorder advises that she will discard the auxiliary cash book immediately and make all original entries in the proper book.

The Society has no register of beneficial members. The insurance account can only be obtained by an actual count of membership cards. The officers have now made arrangements for this record to be installed.

In review of the minutes of the Executive Board nothing irregular was found. The minutes are kept in a permanently bound book.

During the course of the examination all books, records, and desired information were promptly furnished.

DES MOINES LIFE & ANNUITY COMPANY  
OF  
DES MOINES, IOWA

This being the primary examination of the company, your examiner has conducted the examination from August 14th, 1917, the date the Company was licensed to transact the business of Life Insurance, up to and including March 31st, 1919.

The promotion and sale of the stock of the DES MOINES LIFE & ANNUITY COMPANY was conducted by the Des Moines Life Finance Company, of Des Moines, which company was organized purely for the promotion and sale of the stock of the Des Moines Life and Annuity. This was accomplished in conjunction with the Iowa Loan & Trust Co., of Des Moines, as Trustee. The Des Moines Life & Annuity was incorporated June 5, 1917, under Chapter 6, Title IX, Section 1768 of the Code of Iowa as a level premium life insurance company, with an authorized capital stock of \$500,000.

The officers of the company are competent business men, but none of them have had any experience as an insurance executive. It is to be earnestly recommended that the services of some competent insurance man be secured.

This Company is licensed in the states of South Dakota and Iowa.

During the course of this examination numerous recommendations were made to and accepted by the officers. Officers and employees seem very anxious to have as clear, accurate and comprehensive set of records as possible. An expression of appreciation is due the officers and employees for the courteous treatment accorded your examiners.

EQUITABLE LIFE INSURANCE COMPANY OF IOWA  
DES MOINES, IOWA

The papers in connection with all death claims incurred during the two years under examination were examined, and it was found that the Company settled all claims fairly and liberally immediately upon receipt of due proof of death of the insured.

Ledger Assets

The assets of the Company are composed chiefly of first mortgage loans on Real Estate. All of these mortgages, with a few exceptions, are on deposit with your Department. Loans in the office of the Company were examined, and in each case the papers were complete and the loans in every way meet the requirements of the law. Although the Iowa statutes permit the company to loan an amount equal to 50% of the value of the property, the mortgages held by this Company are for only about one-third of the appraised value.

It is worthy of note that since the year 1901, the Company has never been obliged to foreclose on a single loan. Interest on these loans has been promptly paid, and on December 31, 1918, there was only \$815.00 of past due interest. This interest was due in December.

All of the policy loans made by the Company were on deposit with your Department on December 31, 1918, with the exception of a few which the Company was handling for collection. Numerous checks were made of these loans, and in all cases they were found to be within the value of the policy. The amount of these policy loans was verified by your examiners and found to be correct.

The amount on deposit in banks and trust companies was verified by the usual certificates of deposit.

All of the bonds owned by the Company are carried at par, and in comparing these values with the Commissioner's Convention Book of Valuations, it was discovered that the market value of these bonds on December 31st, 1918, was at least par, and in some cases the market value was as high as 106.

Non Ledger Assets

Interest due and accrued on mortgage loans was calculated by your examiners and found to be correct, there being a difference of approximately \$300.00 due to the fact that the Company's method of calculation was on the basis of 360 days in the year, whereas your examiners' calculations were based on 365 days. A card record is kept of all policy loans, and on this card a pencil notation showing the accrued interest on December 31st is made. The accrued interest on a large number of these cards was calculated, and your examiners are confident that these cards are properly and very accurately kept. The total amount of accrued interest was then checked by an addition of these cards. Extensive test checks were made to discover whether any loans were being carried as assets which were in excess of legal reserve on the policy, and none were found.

The capital stock of the Company is \$300,000.00, and was verified by an addition of the stock book.

The other items of liability are regular, and have been verified by your examiner. It is worthy of note that the Company has apportioned all of the dividends for the year 1919. The Company had, during its entire history up to the year 1918, experienced a very low rate of mortality. In the year 1913 they established a Mortality Fluctuation Fund to take care of any excessive mortality which they might possibly experience in the

future. The amount apportioned to the Mortality Fluctuation Fund was the amount which the Company saved on mortality in excess of 50% of the tabular. This fund was greatly increased, until on December 31, 1917, it was \$490,000.00. It was due to the Company having this Mortality Fluctuation Fund that it has been able to meet the excessive mortality incurred during 1918 from Spanish Influenza and still make only a small reduction in surplus.

The actuarial methods of the Company are sound. All business issued prior to October 31st, 1907, is based on the Actuaries Table at 4% interest and full level premium. All business issued subsequent to that date is valued on the American Experience Table and 3½% interest, full level premium.

The mortality of the Company, as previously stated, has been exceptionally low, averaging around 40% of the expected during the entire history of the Company up to 1918. In 1918, due to the scourge of Spanish Influenza, the ratio of actual mortality to expected was greatly increased.

The method used in the calculation of annual dividends has been fair and equitable. The Company has long since ceased the issuance of deferred dividend policies, and the last of these policies have matured.

The Company employs a Superintendent of Agents, who together with the President and Secretary, employs and supervises the agency organization of the Company. The contracts of the agents are for a term of years, and contain a provision for automatic continuance upon reasonable conditions, and the commissions are graded on a scale similar to the New York Standard—50% graded down, depending upon the form of contract.

The cost of new business to this Company has been very reasonable, and on December 31, 1917, the Company had in force 64% of the insurance which has been written since its organization. On December 31, 1918, this percentage was 62%. The reason for this rate of persistency seems to be, first, the careful avoidance of high pressure business; second, the service department maintained by the Company; and, third, the exceptionally able reinstatement department. Following the ruling of this service department, each policy holder is called upon occasionally and any misunderstanding he may have had with the company's agent or the company itself is straightened out.

The record of the minutes of the Board of Directors was gone over very carefully, and nothing irregular or needing special comment was found. All of the officers are under Surety Bond, as shown in the foregoing schedule.

I desire to express my appreciation of the services rendered your examiners by the officers and employees of this Company during this investigation. All books and records which were desired by your examiners were promptly furnished. The officers of the Company are courteous and efficient gentlemen. The affairs of the Company are conducted in such a way as to merit the support and confidence of the general public.

### THE FRATERNAL AID UNION OF LAWRENCE, KANSAS

**Inadequate Rate Members:** Your examiners have ascertained that the Society is the pioneer of the movement to transfer all acceptable Inadequate Rate members among Fraternal Insurance Societies to the American 4% Class, which was inaugurated the early part of 1916; the true facts have been told to the membership. The Society has been quite successful, and while, naturally, some dissatisfaction has been created, this condition is gradually being eliminated. We feel that the Society should be commended for the adoption of this meritorious plan.

**Future Mergers:** During the period covered by the examination the officers of the Society have devoted their principal efforts to the placing of the membership of the Society on adequate rates; however, due to the many peculiar conditions in connection with the re-rating of a society composed principally of merged societies, much work still remains to be done. It is the opinion of the examiners that no more mergers should be made until the other work is completed.

**Transfer of Funds:** It is noted that during the present year \$140,000.00 has been transferred from the Inadequate Rate Class Benefit Fund to the Emergency Fund. This transfer is explained by the officers of the Society as being necessary in order to correct an error in the 1918 statement, due to the fact that the \$140,000.00 reported to have been borrowed in 1918 for the payment of claims in this class, was shown as an Emergency Fund income, when, as a matter of fact, this was a Benefit Fund transaction and should have been so shown in the 1918 statement.

**Accounts and Records:** All general records are now kept in Lawrence, and have been found to be accurately and neatly kept. The Supreme Treasurer's records are kept at his private office, located two blocks from the Society's Home Office, while all other general records are kept at the Home Office. The arrangement appears to the examiners to be unsatisfactory from several viewpoints, resulting in some misunderstandings between the Home Office and the Treasurer's Office, and causing more or less trouble and inconvenience to the examiners during the course of an examination of the company.

The original records reflecting the transactions with the former Hep-tasoph members are kept in Baltimore. However, daily reports and remittances are made to the Home Office and all such transactions appear in the general records at the Home Office.

**Printing Plant:** The Society maintains its own printing plant, situated in the basement of the Home Office building. They have a force of four men on the printing plant pay roll. The plant is equipped to do only the printing in connection with the Society's business. All special work, such as the printing of certificates, etc., is done on the outside.

We wish to express our appreciation of the fact that every facility for a close investigation of all the Society's affairs has been given your examiners by the officers and employees.

Particularly the Supreme President and Supreme Secretary, the Supreme Treasurer and the Auditor, Mr. F. A. Armstrong, whose willingness, cheerfulness and efficiency made the examiners' work much easier.

## MODERN BROTHERHOOD OF AMERICA

This Society was originally organized on March 20th, 1897, and is operating under the provisions of Chapter 9, Title IX of the Code of Iowa, and all Acts amendatory thereto.

Prior to 1911, all of the business of this Society was on an entirely inadequate basis. At that time, however, it became apparent to the officers of the Society that they would be unable to carry out their contracts at the extremely low rate of assessments which were then in force. Acting under the recommendation of their Consulting Actuary, certain by-laws were enacted at the Supreme Convention of 1911, which provided four options under which the old members could transfer to some adequate rate form of protection. These new certificates were based on the National Fraternal Congress Table of Mortality and four per cent interest, and were term to age fifty, term to age sixty, whole life, and death and old age forms. Under all of these forms, certain concessions were made in age, varying from two to five years. It was also provided that all members above the age of forty-eight would be rated at not older than forty-eight. All new members taken in after October 1, 1911, would be taken in at the new rate.

An active campaign was then started, to transfer the old membership. Individual illustrations were sent to each and every member of the Society, giving full details as to the four options. When this campaign had ended, a little over two-thirds of the members of the Society were on the new basis.

At the Supreme Convention held in St. Louis in 1915, another attempt was made to transfer these old inadequate rate members and towards that end certain other by-laws were enacted which provided seven options under which they might transfer. These seven options were, briefly, as follows:

Option (1). The member could receive in lieu of his former certificate any one of forms of certificates issued by the Society at that time, without medical examination and pay for the same in monthly contributions equal to the then established rate of the Society at his attained age. A part of this monthly contribution could be allowed to stand as a lien against the certificate.

Option (2). The member could continue to pay the same rate of assessments as paid heretofore and receive a certificate on any one of the Society's forms, for such an amount of insurance as the premium paid would purchase at the attained age of the insured at the time of transfer.

Option (3). The member could select any one of the certificates issued by the Society and pay for it at the rate which would have been charged at the date of his adoption into the Society. This certificate would be subject to a lien of an amount equal to the reserve which would have been accumulated to the date of exchange, had that form of certificate been selected when he was adopted.

Option (4). The member could receive in lieu of this certificate a certificate on any one of the forms issued by the Society subject to a lien. This lien, however, did not bear interest nor was it deducted from the

benefits payable in the event of death, except from and after attaining age seventy. After attaining age seventy, the insured could surrender his certificate in lieu of \$100.00 for every \$1,000.00 of protection, or receive a paid-up policy without future assessments in the amount of \$140.00 for each \$1,000.00 of protection.

Option (5). The member could receive a special certificate on which the premiums were based upon one year term insurance at the attained age, up to age seventy. After that time the monthly rate remained levied, \$4.00 per thousand of insurance.

Option (6). The member could receive a special form of certificate under which the assessments would remain uniform, but the amount of insurance would decrease each year until age seventy, when it would reach an amount equal to one-half the face amount of the certificate. After that time, this amount remains level.

Option (7). The member could receive a special certificate not greater than that provided by the surrendered certificate and in no event greater than \$1,500.00. Under this certificate, the amount of insurance would increase each year until upon the seventieth birthday the amount of insurance would be double the amount payable at the time of his transfer. After this the amount of insurance remains level, subject to the right on the part of the member to convert the same into an old age benefit, payable either in cash or as a death benefit.

Members of the Society were given until December 31, 1917, to choose one of these options. Individual illustrations were again sent to each and every member, who had not already transferred, and a considerable number of the remaining members transferred to the new rate. There was then levied, in compliance with their by-laws, a special reserve deficiency assessment and notice of this assessment was sent by registered mail to all of the inadequate rate members. Quite a number of these members had this lien charged against their certificates as provided in the by-laws. According to these by-laws, the remaining members automatically terminated their membership as of April 30, 1918. In April, 1918, Judge Cummings of the District Court of Marshalltown, granted a temporary injunction against the officers of the Society from suspending these people pending a hearing of the case. This was appealed to the Supreme Court of Iowa, where it is yet pending.

On June 30th there was approximately seventeen hundred members in this position. The Society is accepting payment of dues from all of these members and the money so received is held in a special fund awaiting the decision of the Iowa Supreme Court. All of the claims on these certificates are held in abeyance, awaiting decision of the Court. In a few cases, however, where the beneficiary was willing to allow a deduction of this reserve deficiency assessment, these claims had been settled. This settlement, however, has been made only in a very limited number of cases.

Real Estate. The Society owns a parcel of real estate located in the city of Mason City, on which they have erected a modern office building. The top floor of this office building is used for the Home office of the Society and the balance is used for rental purposes. This building is

carried on the records of the Society at its original cost. When the building was first completed, the Society did not know exactly what certain space in the building would be used for, therefore they did not set in any partitions but left entire floors one large room. Since that time most of this space has been rented and the Society has put in such partitions, as the tenants desired, or are at present engaged in putting in these partitions. The cost of this work has been charged to the Building Expense account instead of the Building account thus making the expense of the building very high. During the six months of 1919 about \$1,300 was expended in these permanent improvements and charged to the Building Expense account. The officers of the Society state that it is their intention to change these items to the building account at the end of the year. Since the completion of this building, the net earnings have been very low due to the above mentioned fact. The following schedule shows in detail the earnings as found on the Society's books since the building has been completed. The Society has fire insurance on this building to the amount of \$185,000 and tornado insurance to the amount of \$180,000.

	Value of Building	Expense of Operation	Gross Income	Net Increase	Percentage of Increase
Dec. 31, 1917.....	\$282,525.60	\$ 8,795.50	\$ 12,330.25	\$ 3,504.75	.012
Dec. 31, 1918.....	280,106.21	19,600.49	24,739.26	5,138.77	.017
June 30, 1919.....	280,106.21	13,086.07	13,564.82	508.75	.001

## GENERAL COMMENTS

On account of the reorganization of the Society which has been in progress since 1911, it has been deemed advisable to show in the form of a schedule the insurance account and the admitted assets from the date of organization. The following schedule gives this information in detail:

Date	Written, Increased and Revived During Year	Lapsed and Decreased During Year	Death and Disability During Year	In Force at End of Year	Admitted Assets
12-31-07.....	\$ 7,462,500	\$ 777,450	\$ 2,550	\$ 6,682,500	\$ 4,201
12-31-08.....	10,404,500	1,326,500	24,000	15,800,500	14,417
12-31-09.....	11,961,500	2,422,000	72,500	25,207,500	30,159
12-31-00.....	11,879,000	2,184,500	93,500	24,808,500	74,911
12-31-01.....	12,038,000	7,006,248	190,251	39,650,000	134,072
12-31-02.....	13,341,000	4,384,359	229,640	48,386,000	209,265
12-31-03.....	18,060,500	6,174,767	283,232	60,018,500	256,889
12-31-04.....	28,787,000	9,911,730	413,870	78,480,000	297,010
12-31-05.....	24,718,500	12,300,997	416,302	90,321,000	427,141
12-31-06.....	26,794,500	14,146,000	473,000	102,006,500	507,714
12-31-07.....	31,038,500	11,744,000	709,900	121,282,000	681,748
12-31-08.....	31,133,500	13,991,400	792,100	127,632,000	811,955
12-31-09.....	38,745,000	17,385,500	907,000	158,084,500	946,445
12-31-10.....	48,742,500	18,360,000	1,091,500	187,375,500	1,126,549
12-31-11.....	35,465,500	28,869,750	1,304,500	102,606,750	1,191,480
12-31-12.....	3,523,000	74,390,408	1,394,591	120,504,750	1,287,990
12-31-13.....	2,483,500	27,061,132	991,867	94,335,250	1,068,481
12-31-14.....	2,981,750	11,036,417	941,322	85,339,250	2,211,384
12-31-15.....	5,065,500	8,907,187	645,312	80,552,250	2,062,868
12-31-16.....	5,449,250	6,808,076	983,423	78,120,000	3,174,347
12-31-17.....	4,030,250	11,858,073	1,088,426	69,209,750	3,627,697
12-31-18.....	5,124,250	15,028,111	1,121,544	58,184,345	4,086,829
6-30-19.....				68,289,851	4,216,773

It is interesting to note that although the insurance in force has decreased materially since 1911, the assets of the Society have increased consistently since that date. The certificates in force on June 30th, 1919, were divided as to kinds according to the following schedules:

## SCHEDULE OF INSURANCE, JUNE 30, 1919

Kind of Certificate	Number Members	Amount Insurance
Death and Old Age.....	33,750	\$38,602,250.00
20-year payment, Death and Old Age..	650	732,500.00
Whole Life .....	4,277	4,443,000.00
20-year payment, Whole Life.....	113	126,250.00
Term 50.....	1,041	1,227,000.00
Term 60.....	4,691	5,307,500.00
Regular .....	1,687	2,356,500.00
Option 1.....	1,624	2,210,500.00
Option 2.....	39	13,173.05
Option 3.....	111	142,000.00
Option 4.....	392	500,250.00
Option 5.....	868	1,110,400.00
Option 6.....	138	171,811.11
Option 7.....	107	68,717.53
Reserve deficiency special assessment	896	1,295,000.00
Totals .....	50,384	\$58,306,851.69

Since the year 1912, the Society has had a valuation made as of December 31st each year. The degree of solvency, as shown by these valuations, is as follows:

	Dec. 31, 1912	Dec. 31, 1913	Dec. 31, 1914	Dec. 31, 1915
Degree of Solvency Adequate Rate Class.....	86.63%	89.15%	77.70%	78.13%
Degree of Solvency Inadequate Rate Class.....	22.91%	21.32%	23.41%	25.69%
	Dec. 31, 1916	Dec. 31, 1917	Dec. 31, 1918	
Degree of Solvency Adequate Rate Class .....	78.74%	79.85%	81.57%	
Degree of Solvency Inadequate Rate Class .....	20.27%	17.915%	16.89%	

## MERCHANTS LIFE INSURANCE COMPANY

The Company was last examined by a representative of your Department as of March 31, 1917. The present examination covers the period beginning with that date up to and including December 31, 1918.

During the course of this examination extensive test checks were made of income items, it being impractical to make an audit of premium income which is, of course, the company's largest source of income. In auditing the disbursements six months of the period under investigation were chosen at random. All items of disbursements for these months were checked with the original vouchers and checks and their postings verified. It was found that great care had been exercised in making

these entries properly. The assets and liabilities of the Company on December 31, 1918, were verified. The methods used in verifying these items will be more fully explained under the proper heading.

About June 1, 1917, this Company made a contract to reinsure the business of the Preferred Life Insurance Company, of Grand Rapids, Michigan. A copy of this reinsurance agreement was submitted to the Iowa Insurance Commissioner and Attorney General and approved. Shortly after this the entire assets of the Preferred Life were transferred to the Merchants Life Insurance Company, the Merchants Life assuming all of the outstanding liabilities of the reinsuring company with the exception of the capital stock, as per contract.

The books and records of this Company are in excellent condition. All accounting is accurately and carefully done. The system of accounting used is especially well adapted to the Company's needs. Its Actuarial methods are sound. All policies issued by the Company have been filed with your Department. In a review of the Minutes of the Directors which are kept in a permanent bound book nothing irregular was discovered. The management of the Company is in the hands of competent insurance men.

#### MYSTIC TOILERS OF DES MOINES, IOWA

This society was organized in 1899 under the provisions of Chapter 9, Title IX of the Code of Iowa as a fraternal beneficiary society and has operated under the provisions of this Chapter up to and including June 30th, 1919.

The policies of the Society during that period contain a provision for a reduction in the amount of insurance equal to eight assessments per year for the unexpired expectancy of the life of the insured. Even with this provision, the assessments collected were inadequate to take care of the increased mortality which the society would experience in later years. With this in view, the Supreme Council on October 23d, 1918, authorized and directed the directors to re-incorporate the Society as a stock legal reserve life insurance company as provided in Section 1798b of the Code of Iowa. On March 26th, 1919, the directors passed the following resolution:

Whereas, the Mystic Toilers, of Des Moines, Polk County, Iowa, is a fraternal beneficiary society, organized and now existing under and by virtue of the laws of the State of Iowa, with its home office in the City of Des Moines, County of Polk and State of Iowa, and

Whereas, this society has a charter and statutory authority as a fraternal beneficiary society, under the laws of the State of Iowa, and

Whereas, this corporation by careful management and honorable dealings, has created a good insurance business and established a good reputation as a responsible fraternal beneficiary society and as a safe and trustworthy underwriter of insurance written by it, and

Whereas, pursuant to the laws of said state of Iowa, to-wit: Section 1798b, more particularly described as Re-incorporation as Legal Reserve Company—STOCK COMPANY: providing for the manner in which a fraternal beneficiary society can RE-INCORPORATE its business so as to

transact a Life and Disability insurance as a legal reserve or level premium company, and Senate File No. 497 of the 38th general assembly of Iowa.

Whereas, said Section 1798b provides as follows:

"Any existing domestic assessment company or association or fraternal beneficiary society may, with the written consent of the commissioner of insurance, upon a majority vote of its trustees or directors, amend its articles of incorporation and by-laws in such a manner as to transform itself into a legal reserve or level premium company, and upon so doing and upon procuring from the commissioner of insurance a certificate of authority, as prescribed by law, to transact business in this state as a legal reserve or level premium company, shall incur the obligations and enjoy the benefits thereof, the same as though originally thus incorporated, and such corporation under its charter as thus amended, shall be a continuation of such original corporation, and the officers thereof shall serve through their respective terms as provided in the original charter, but their successors shall be elected and serve as in such amended articles provided; but such amendment or reincorporation shall not affect existing suits, rights or contracts.

"Any assessment company or fraternal beneficiary society re-incorporated to transact life insurance business, shall value its assessment policies or certificates or benefit certificates as yearly renewable term policies according to the standard of valuation of life insurance policies prescribed by the laws of this state." And

Whereas, it is the deliberate judgment of a majority of the Board of Directors of this company that it will be for the best interest of this company, and of its numerous certificate holders therein, to at once avail itself of the privileges and advantages granted to fraternal beneficiary societies voluntarily coming within the regulations of said Section 1798b of said statute, and Senate File No. 497 of the 38th general assembly of Iowa, and

Whereas, the existing Articles of Incorporation and By-Laws of this company so drawn are of such effect as to permit a full and strict compliance with the provisions of said Section 1798b, and Senate File No. 497 of the 38th general assembly of Iowa, and

Whereas, at a regular session of the Supreme Council of the Mystic Toilers, the Supreme Directors were authorized, empowered and directed to do all acts necessary to reincorporate said corporation into a legal reserve, level premium company; now therefore,

Be it resolved, by the Board of Directors of the Mystic Toilers that said company do now and does hereby elect to voluntarily assume the regulations of and to bring itself within the said Section 1798b of the Code of Iowa and Senate File No. 497 of the 38th general assembly of Iowa, so as to make it apply to and regulate the said company, in transacting business as a legal reserve, level premium company on the stock plan, from and after the approval of these resolutions by the commissioner of Insurance of the State of Iowa.

Be it further resolved, that the Secretary of this Company prepare a complete and correct copy of these resolutions, and also the minutes of said meeting in so far as they record the proceedings affecting the passage of these resolutions, and that the Supreme President or Supreme Vice President and Supreme Secretary sign and execute such certificate, and that they immediately submit the same to the Commissioner of Insurance of the State of Iowa for his approval, and that upon being so approved by the Commissioner, it be filed in the Department of Insurance, and that they do all other things necessary to legally bring this company within and subject to the provisions of said Section 1798b and Senate File No. 497 of the 38th general assembly of Iowa.

Be it further resolved, that there be and hereby is transferred not less than one hundred thousand dollars and not more than one hundred five thousand dollars from the Bonds and Securities of the Equalizing Fund of the Mystic Tollers, of Des Moines, Iowa, for the purpose of payment of stock, at one dollar per share, in the corporation as reincorporated, to be apportioned to each member of the Mystic Tollers in good standing on July 1, 1919, in proportion to such member's payment of benefit assessments to the Mystic Tollers, during such membership, first deducting the cost of insurance and expense of such member's benefit certificate during the period it was in force, not to exceed the above maximum amount of One Hundred Five Thousand Dollars. The President or Vice President and Secretary are hereby ordered and directed to issue Liberty Life Insurance Company stock certificates therefor.

That the remaining and balance of the Bonds, Securities and Funds of the Mystic Tollers, to be and are hereby transferred to the Surplus, Expense and Reserves for use and benefit of the said corporation as reincorporated, and the Supreme President and Supreme Secretary are ordered and directed to do all things necessary for this purpose.

Be it further resolved, that the name of this corporation be changed from Mystic Tollers to Liberty Life Insurance Company.

The funds of the Society on hand as of June 30th were apportioned to the members, and 71% issued to them in the form of Capital Stock; the balance was transferred to the surplus and reserve funds of the Society. This distribution was made on the basis of the length of time which the insured has been a member of the Society, the amount of insurance which he had carried, and his age. In lieu of his Mystic Toller fraternal certificate, he is to receive a five year convertible term legal reserve policy based upon the American Experience Table of Mortality and 3½% interest. The premium upon this policy is to be based upon the insured's attained age and proper reserves set aside. The amount of protection afforded under the five year convertible term policy is the amount which the insured would be entitled to at the present time under his Mystic Toller certificate after making his expectancy deduction.

The amended articles of incorporation authorizing this incorporation were approved by your Department and the Attorney General, the authorized Capital Stock being \$200,000, of which \$100,575 was issued and paid for on June 30th.

It is the belief of your examiner that under this method of transformation the equities of the present membership have been preserved, and that all policyholders have been treated with fairness.

#### NATIONAL AMERICAN LIFE INSURANCE COMPANY BURLINGTON, IOWA

The Company was last examined by a representative of your Department as of April 30th, 1917. The present examination covers the period from that date up to and including September 30th, 1919.

During the course of the examination extensive checks of income items were made, such items as interest being verified in detail. It being impractical to make an audit of premium income the investigation of this item was confined to numerous test checks of selected items. All disbursements for the entire period under investigation were scrutinized, and their postings verified. The annual statements rendered your De-

partment for the years 1917 and 1918 were checked with the Company's books. Statements of income and disbursements for the first nine months of 1919 and of assets and liabilities as of September 30th, 1919, were made.

Article 1, Section 1. of the Articles of Incorporation, was amended, said amendment to become effective January 1st, 1918, changing the name of the Company from the "German American Life Insurance Company of Iowa" to the "National American Life Insurance Company." This amendment has been approved by your Department and recorded in the office of the Secretary of State of Iowa and the Recorder of Des Moines County, Iowa.

The Company has been subjected in the past to considerable criticism on account of not having an adequate system for keeping their accounts. Your examiners find that during the past few months a number of new records have been installed, and it is believed that these, together with others in the process of installation, will remedy this condition.

The officers of the Company are gentlemen of high repute, experienced in the insurance business, and are conducting its affairs in such a manner as to justify the confidence of the policy holders and the insuring public.

#### NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY MINNEAPOLIS, MINN.

A very complete tabulated record is kept of the various kinds of policies issued, showing changes, etc., which is verified at the end of each month.

The Record is for "Paid For" business only and shows that on December 31, 1918, there were 37,246 policies in force, insured for \$68,179,848.00. This is a gain of 6,318 policies and \$13,986,120.00 of insurance over the business in force December 31, 1917.

Domestic companies of this class are required by the laws of the State of Minnesota to have on deposit with the Commissioner of Insurance of said State, as security for all their policyholders, stocks or bonds of this State or of the United States, or first mortgages on real estate within this state, the actual market value of which shall never be less than \$100,000.00.

This company had on deposit with the Minnesota Insurance Department December 31, 1918, securities as follows:

Bonds, par value.....	\$ 50,000.00
Mortgages .....	207,000.00

In addition, it had on deposit with the Insurance Department of the State of Iowa mortgages in the amount of \$38,000.00.

The surplus, or unassigned funds, shown by this statement is \$5,564.35 less than that shown in the company's annual statement. This is due to the fact that your examiners have included as a liability the amount of the taxes on its real estate, assessed in 1918, but which were not payable until May and October, 1919, the amount of same being \$10,282.98. It appears that the Company did not consider this item as a liability at that time.

The action of the Board of Directors at its meeting March 19, 1919,



wherein it authorized the return to policyholders, or their beneficiaries, of all extra war premiums collected by the company, also payment in full of the amount of the policy to beneficiaries of those policyholders who failed to pay such extra premiums, seems to be commendable.

This examination shows that the company is making good progress and that the condition of its affairs is very satisfactory. It is evident that the officers are faithful in conserving the interests of the policyholders, and the management may be commended for its progress and creditable condition and the excellent quality of its assets.

#### ORDER RAILWAY CONDUCTORS MUTUAL BENEFIT DEPARTMENT

##### CEDAR RAPIDS, IA.

During the course of the examination all death claims occurring during the period covered by the examination were scrutinized. Your examiners find that on account of the system in vogue, settlement of Death Claims where no irregularities occur, take at least from four to six weeks. This arises from the fact that each claim must be examined and approved by each member of the Insurance Committee and as the members reside in different states, considerable time is expended after the completed proofs of death are received by the Department before approval is secured.

Scrupulous care is exercised by the officers in the settlement of all claims. As a matter of fact it would seem that this precaution in numerous cases was carried to the extreme in securing releases and affidavits after sufficient proof had been furnished the Department; some claim payments having been held up as long as two years to secure various releases.

No disposition is evidenced by the Department at any time to scale down or compromise any just claim. The policy of the Department is to secure all possible proofs of death and disability, and to thoroughly establish the right of the beneficiary to the payment, so as to absolutely preclude the possibility of more than one payment on a claim. Up to the present time the Department's record is clear in this respect.

Article 21 of the By-laws, another factor to be considered in the delay to be considered in payments of claims, is as follows:

"In case the designated payee of a member should not survive him, the benefit shall be paid to the first named who shall survive him as follows:

1. To the widow of the deceased.
2. To the child or children of deceased.
3. To the father of deceased.
4. To the mother of deceased.
5. To the brothers and sisters of deceased.

Much litigation and consequent delay in payment of claims arises from the complications brought out by this article. Considerable correspondence and adverse advertising could be avoided if this clause

were struck from the By-Laws, and one substituted designating the insured's estate as beneficiary in the event of the prior death of the named beneficiary.

#### BOOKS AND RECORDS

Since the last examination a change has been made in the book-keeping department so that the MUTUAL BENEFIT transactions are fully segregated from those of the Order and listed in columnar arrangement according to funds involved.

No vouchers were available but cancelled checks were produced for every disbursement, with the exception of transfers from the Department to the Order. This exception arises from the fact that where an equal division of expenses is made between the Department and the Order the check is drawn on the Order, and at the end of the month a transfer is made on the books covering the total which is due the Order by virtue of this arrangement. These transfers were carefully checked.

Records of Death Claims are fully and accurately kept, but the system used could be greatly simplified. At present two record books are kept; one claim register and one benefit register. The former lists all claims as they are reported and the latter those claims which have been paid. There appears to be no necessity for using more than one register, which could list all claims as they are reported, and subsequent entries could be made as the separate steps toward settlement of the claims are made.

The Insurance Account is kept in four large bound books arranged according to "Series" of Insurance written. These have to be recopied each year, necessitating a considerable expense in time and money. It is recommended that a card file system be installed to meet the disadvantages of the present arrangement.

#### ACCIDENT DEPARTMENT HISTORY

The 35th session of the Grand Division in St. Louis in May, 1916, directed the officers of the Order to prepare the necessary details for the organization of a voluntary, self supporting, Accident Insurance Department.

Such details, having been formulated, were presented to and adopted by the 36th Session in St. Louis in May, 1919. The Department began business in July, 1919.

The object of the Department is to furnish indemnity to its members for loss of time on account of total disability caused by accident, and for accidental death or dismemberment.

The Officers of the MUTUAL BENEFIT Department shall be ex-officio officers of the Accident Department, and the Insurance Committee of the MUTUAL BENEFIT Department shall be ex-officio Trustees of this Department.

Local Accident Secretaries are authorized to receive applications for membership and may retain 25% of the first premium payment as compensation for their services.

To become a member of this Department one must be in good stand-

ing as a member of the Order of Railroad Conductors, though his insurance will hold for six months following suspension from the Order if his premium in this Department had been paid for that length of time in advance at the time of suspension.

The Officers of this Department withhold the right to increase or decrease the dues or benefits of this Department if they believe such a change is necessary.

All expenses of conducting this Department, except that of rent and salaries, shall be paid out of the funds of this Department. All excess of income over disbursements shall be placed to the credit of a Reserve Fund, to be invested by the Officers of this Department.

#### PENSION DEPARTMENT

The Grand Session of 1919 authorized the organization of a Pension Department to be conducted independent of any other branch of the Order. Its purpose is to pay monthly pensions to members who reach age 70 or who are physically or mentally disabled. No payments are made until the member has paid three years' premiums. It would appear that since membership is voluntary, an adverse selection would soon threaten to use up all the funds of this Department. No payment to members have been made as yet.

#### THE PROVIDENT LIFE INSURANCE COMPANY DES MOINES, IOWA

The last examination of the Company was made by a representative of your Department as of May 31, 1917. The present examination covers the period beginning with that date, up to and including April 30th, 1919.

The Company is licensed to transact business in Iowa, Minnesota and South Dakota, and had \$5,087,335.00 insurance in force on the date of this examination.

The books of this Company, with the exception of the premium income cash book, are not adapted to insurance accounting. All items of disbursement and income items other than premium income are posted individually to the ledger from posting tickets, which were found to have been properly entered in the ledger. In several cases, however, these entries did not agree with the entries in the other books. No regular cash book for income items other than from premiums is kept, these entries being handled through the journal. It will be noted from the above that in some cases the ledger is the book of original entry. It is the belief of your examiner that a more comprehensive income and disbursement book should be secured. With the present system, a great deal of unnecessary detail is involved which could very easily be eliminated.

#### REINSURANCE LIFE COMPANY OF AMERICA OF DES MOINES, IOWA

In general, the records of this Company are accurate and well kept. However, in several minor particulars, improvement could be made which would facilitate the completion of the annual statement each year and also materially reduce the work of the examiners. These matters have been brought to the attention of the officers and they assured your examiners changes suggested would be made. This Company is, I believe, the first purely reinsurance company to be organized in the United States, most of this business going in the past to foreign companies.

It is a comparatively new institution, commencing business August 19, 1918. On August 31, 1919, it had insurance in force amounting to \$10,067,184, and was licensed in Indiana, West Virginia and Iowa.

Due to the fact that the company is transacting a form of business different from the ordinary company, considerable difficulty has been experienced in evolving the proper records and accounts. However, since February of this year, considerable improvement can be noted. All disbursements are made by voucher check signed by the Secretary and President, both of whom are bonded by the Iowa Bonding and American Surety Companies respectively, to the amount of \$5,000.00 each.

The mortality of the company has been very low, only two minor death claims having been incurred up to the date of this examination, on both of which the company has not yet received final proofs. This exceptional mortality experience is worthy of note, especially since it occurred during the period of the Influenza epidemic.

The stock record of the Company was verified from the original stock stubs.

The officers of the company are experienced insurance men and are earnestly endeavoring to conduct the affairs of the company in such a manner as to warrant the confidence of the insuring public.

#### ROYAL UNION MUTUAL LIFE INSURANCE CO., DES MOINES

This company was first organized in 1885, under the laws of the state of Iowa.

The management of the company is in the hands of a Board of Directors, five of whom are elected by the policyholders, and five by the holders of the Guarantee Fund. This Guarantee Fund was created by the company in 1897, when the Articles of Incorporation were rewritten. These directors are elected by groups each year to hold office for three years. The officers of the company in whose hands the executive management of the company is placed are elected by these directors, and serve for one year.

On October 22, 1918, the Board of Directors passed a resolution to the effect that due to the epidemic of Influenza during the fall of 1918, the Company would not declare any dividends whatsoever to their participating policyholders nor to the holders of the Guarantee Fund during the year 1919.

All other items of assets were verified in the usual manner. It will be noted from item 1 that the Company owned on December 31st, \$174,068.89 of Real Estate. This real estate consists of sixty (60) parcels which the Company has secured title to through foreclosure.

The amount of property secured by this company has been very unusual, and it is the belief of your examiner that a very great effort should be made on the part of the company to dispose of all such pieces of property as soon as it can be done without the company suffering a severe financial loss.

At the present time the company has approximately twenty million dollars of insurance in force which provides for deferred dividends. No liability on account of these policies has ever been calculated except such amount as becomes payable in the next succeeding year.

During the course of this examination, this matter was again brought to the attention of the officers of the company and they assured your examiners that owing to the lack of time it would be impossible to complete this work prior to December 31, 1918, but that it was the intention of the company to make an apportionment, and that an endeavor toward this end had already been started and would be complete by December 31, 1919.

The books and records maintained by the company are exceptionally well adapted to their use, and in reviewing same were found to be accurately kept.

The company maintains numerous branch offices which handle practically all of the detail in connection with the renewal of business. The company is licensed to transact business in five states: Iowa, Ohio, Pennsylvania, Missouri and Kansas.

#### STATE LIFE INSURANCE COMPANY OF IOWA DES MOINES, IOWA

This company was incorporated under the laws of the state of Iowa to transact the business of life insurance as provided by Chapters 6 and 8, Title IX of the Code of Iowa. The original Articles of Incorporation were submitted to and approved by Hon. Emory English, then Commissioner of Insurance, on December 18th, 1917.

On January 14th, 1918, this company entered into a contract with Thomas F. Wallace and Roy Beery for the sale of the authorized capital stock of \$1,000,000.00. This stock was divided into 10,000 shares of \$100 par value. According to the terms of this contract Wallace and Beery agreed to sell the first \$500,000.00 of capital stock for not more than \$150 per share and the balance at a price to be fixed by the Board of Directors. They were to receive for the sale of the stock 25% of the purchase price and were to assume all of the expenses of the promotion, including the necessary expense in securing license in the state of Iowa.

On July 7th, the date of making application for license, 4,703 shares of stock had been sold and fully paid for at \$150.00 per share, and 940½ shares sold and paid for at \$200.00 per share, thus leaving a fully

paid up capital of \$564,350.00. On the sale of this stock, the company received a contribution to surplus of \$105,812.50.

During the course of this examination, the amount of this stock was carefully verified from the stock book stubs. At the time of making application for license, a considerable amount of capital had been subscribed for on which partial payment had been made. All this has been placed in Trustee with J. P. O'Malley, as shown by the following resolution passed by the Board of Directors:

BE It Hereby Resolved, by the Board of Directors of the State Life Insurance Company of Iowa, as follows: to-wit:

Whereas, the Company has in the hands of its sales agency at present a large number of stock subscriptions secured by promissory notes of subscribers, which notes and subscriptions provide that when the same are paid, the Company is requested to deliver stock in the amount thereof to the said subscribers, and,

Whereas, The Company desiring to increase its capital stock by issuing shares equal to subscriptions paid in at the time the said subscriptions and notes become due, in order to enlarge the scope of the Company's operations, and,

Whereas, it being advisable on behalf of the Company to continue the collection of the said subscriptions through John P. O'Malley as in the past separate and distinct from the affairs of the Company, and,

Whereas, John P. O'Malley being willing to accept the collection and handling of the said notes as TRUSTEE thereof, and he having special qualifications and facilities with which to negotiate the rapid and convenient completion of said subscriptions and payments.

Therefore, Be It Further Resolved:

1. That John P. O'Malley be designated as Trustee to hold and retain for and on behalf of the State Life Insurance Company of Iowa, all of the unpaid notes or other forms of indebtedness due the Company for subscriptions for stock not included in the stock report made to the Insurance Department of the State at this time in applying for a permit; the said John P. O'Malley to enter into a written agreement with the Company whereby he shall agree to accept and collect the said notes and other indebtedness in the manner and way provided by said contract with good and sufficient surety bonds in an amount to be agreed upon in said contract, and to serve without compensation except his regular salary as President of the Company.

2. The said contract to be executed and signed on behalf of the Company by the President, Secretary and Treasurer; the purpose of the said contract being that John P. O'Malley shall collect the moneys due the Company on stock subscriptions with promptness, shall render to the Company a complete written detailed report on the first day of each month showing all money collected and transactions had in connection therewith, and the general condition of said notes; said John P. O'Malley shall immediately pay into the treasury all sums of money so collected by him, at which time, stock so paid for, shall be issued by the Company and delivered to the subscribers thereof.

3. Said contract shall continue in force until the next annual meeting of the Board of Directors, but shall be subject to termination immediately at any prior time upon the order of said Board of Directors.

John P. O'Malley,  
President  
Chas. L. Snyder,  
Secretary

The following is a copy of the contract referred to above:

Be It Hereby Agreed, by and between the State Life Insurance Company of Iowa, first party and J. P. O'Malley, second party, as follows: to-wit:

That, the first party hereby transfers to the second party all of the notes as shown by the attached list marked Exhibit "A", and made a part hereof, to be collected by second party as rapidly as possible under the agreements herein made.

That, the second party accepts the Trusteeship of the said notes, agrees to furnish a bond in the sum of five thousand dollars, to guarantee the faithful performance of this contract and the immediate payment of said money to the first party, upon collection of said notes.

Second party further agrees to enforce the collection of said notes in the approved businesslike manner of negotiating such paper, and to make an accounting on the first day of each month showing the amount of notes collected, with a draft to cover the payment of same, except in cases where the Executive Committee of the first party Company gives its consent of acceptance of securities other than in cash.

July 7th, 1919.

STATE LIFE INSURANCE COMPANY OF IOWA

By John P. O'Malley  
Chas. L. Snyder, First party  
John P. O'Malley, Second party  
John C. Kirby, Treas.

The officers who are to have direct charge of the insurance business are Mr. William Koch and Mr. George J. Pflanz. These gentlemen have had considerable experience in the insurance business, Mr. Koch being with the Brotherhood of American Yeomen, and Mr. Pflanz with the Union Central. The other officers of the company have not had any insurance experience, but are well known business men in the city of Des Moines.

STATE LIFE INSURANCE COMPANY  
INDIANAPOLIS, INDIANA

The mortality experience of the company has been favorable. In spite of the influence of influenza in 1918, the actual mortality was less than the expected. The ratio of the actual to the expected mortality for each of the last three years are:

1916 .....	68.2%
1917 .....	65.1
1918 .....	90.0

The effect of the influenza epidemic on the mortality during 1918 and the first part of 1919 is shown by the following figures:

	All Claims Incurred		Claims Due to Influenza	
	Number	Amount	Number	Amount
1918				
January .....	27	\$ 97,974.40	None	None
February .....	16	43,961.41	"	"
March .....	27	66,639.46	"	"
April .....	31	64,330.00	"	"
May .....	27	53,301.87	"	"
June .....	20	55,759.81	"	"
July .....	24	59,106.59	"	"
August .....	26	46,487.79	"	"
September .....	28	60,340.45	4	\$ 8,067.97
October .....	128	276,647.47	90	206,422.06
November .....	69	174,387.96	40	81,409.71
December .....	55	114,582.51	33	64,569.61
	478	\$ 1,113,519.72	167	\$ 360,449.38
1919				
January .....	53	\$ 124,343.33	30	\$ 46,882.33
February .....	37	99,942.56	16	35,030.84
March .....	40	116,894.42	9	28,000.00
April .....	21	60,515.97	5	12,415.97
May .....	27	66,916.54	3	3,490.97
	656	\$ 1,582,132.54	230	\$ 486,239.46

DEATH CLAIMS AND NON-FORFEITURE VALUES

The papers in connection with a number of death claims and the settlements under a number of policies terminated by surrender were examined. The Company's treatment of beneficiaries and policyholders appears to be fair and just.

GENERAL

The books and records of the Company are neatly and accurately kept. The few errors found were of no consequence. That the Company is ably managed is evidenced by its steady and healthy growth.

The Company does not carry a liability on account of deferred dividend accumulations for dividends that may fall due during years later than 1919; however, the Company has paid the same dividends on deferred dividend policies that would have been paid had the policies been

issued on the annual dividend plan carried forward at compound interest. Deferred dividends are further increased by a pro-rata share from discontinuance of deferred dividend policies.

#### STANDARD LIFE

Commissions accrued under Tucker contract.

This item is due to the compensation accruing and unpaid to Mr. A. C. Tucker under his contract with the Company dated April 1, 1917. The contract provides for remuneration for services rendered in effecting reinsurance or mergers with life insurance companies or fraternal. In the case of legal reserve companies the compensation paid is as follows:

- Ten per cent on participating premiums paid during the first year after the reinsurance.
- Five per cent on non-participating premiums paid during the first year after the reinsurance.
- Five per cent on participating premiums paid during the four years following the first year after reinsurance on policies with a premium payment period of twenty years or more from original date.
- Three per cent on non-participating premiums paid during the four years following the first year after reinsurance on policies with a premium payment period of twenty years or more from original date.
- One and a quarter per cent on premiums paid during the four years following the first year, on policies with a premium period of less than twenty years.

On reinsurance of fraternal the compensation is fixed only for cases in which the net assets of the fraternal are used to pay premiums on new policies issued by the Company at attained ages, and on the one year preliminary term plan. In such cases the compensation is twenty per cent of the premium paid for the first year after date of reinsurance and five per cent for four years thereafter.

Following is a statement of the account resulting from the contract:

Commissions earned under reinsurance of Modern American Fraternal Order, Effingham, Ill.

20% of first year premiums amounting to \$245,607.49..... \$49,121.50  
5% of renewal premiums amounting to \$71,979.46..... 3,598.97

Commissions earned under reinsurance of Standard Life Insurance Company, Des Moines, Iowa.

10% of first year premiums amounting to \$146,626.91..... 14,662.69

Total ..... \$67,383.16

Less

Payments made on account during 1917 and 1918, charged to salaries and Allowances to Managers account..... \$ 7,534.80

Payments made on account during 1918, charged to First Year Commissions..... 28,425.35

Payments made in 1919..... 592.79  
44,552.94

Balance ..... \$22,830.22

Since the close of the examination a settlement has been effected by which all commissions accrued and to accrue under the contract are

cancelled by the issuance to Mr. Tucker of \$34,710.00 par value of the unissued authorized capital stock of the Company for which he is to pay the par value in cash. Under this method of settlement it is not necessary to show any liability in the financial statement herewith for accrued commissions.

#### STANDARD LIFE OF IOWA SPECIAL FUND

By the terms of the contract reinsuring the Standard Life Insurance Company, Des Moines, Iowa, the surplus of that Company at time of reinsurance was to be held for the benefit of its policyholders and distributed to them not later than six months after the close of the war. It was also provided that "the amount of losses, due to the hazard of war, paid in excess of the cost of mortality among those so engaged" be charged against such assigned surplus and be deducted therefrom before its distribution. The amount of the surplus at time of reinsurance was \$26,638.95. The final accounting for excess mortality has as yet not been made but your examiner estimates that the accrued charge is approximately \$9,000.00 and have accordingly placed the company's liability for this item at \$12,803.61.

#### WESTERN BOHEMIAN FRATERNAL ASSOCIATION

##### CEDAR RAPIDS, IOWA

Pursuant to suggestions made by previous examiners, a general ledger had been installed but its use was not fully in accord with approved methods. The officers expressed a desire to be made conversant with the Department's wishes in the matter, and your examiners made such suggestions with regard thereto as seemed desirable.

Numerous suggestions were made relative to the installation of a more adequate bookkeeping system, and the Supreme Secretary, Mr. L. J. Kaspar, assured your examiners that every effort would be made on his part to convince the Supreme Office of the desirability of such procedure.

The various items of income and disbursements, arranged according to funds, are furnished the Supreme Secretary by the Supreme Treasurer at the end of each month in the form of a monthly report. The monthly totals are posted to the Cash Book. Mortuary income is recorded by states in an auxiliary cash book, which in turn is posted to the general ledger at the end of each month.

It would seem desirable that some means be employed to do away with the necessity of using loose sheets of paper for original entry of income and disbursements, but the fact that the Supreme Treasurer resides in Omaha, Nebraska, renders any other arrangement difficult. The keeping of the Society's records could be revolutionized if the Supreme Treasurer were required to reside in the same city in which the Supreme Office is located.

All records and accounts except the general ledger were kept in the Bohemian language, but during the course of the examination the officers made arrangements to have all records kept in English.

In justice to Mr. Kaspar and his able assistant, Mr. Stepan, it may be stated that not a single error in the accounts or records could be found.

#### WESTERN LIFE INSURANCE COMPANY OF DES MOINES, IOWA

Your examiners made a group valuation of all policies in force on December 31st, 1918, based upon the Actuarial Table at 4% interest on participating policies issued from 1907 to 1917, full preliminary term, and upon the American Experience Table at 3½% on non-participating policies issued from 1914 to 1918, modified on the Illinois Standard. The Company's calculation of this reserve was substantially verified. Since 1917 the Company has issued only non-participating.

In the course of this investigation numerous errors were discovered in the various records and accounts. In one case \$22,255.47 was charged direct to the surplus account when it was in reality an income from premium on sale of stock. It was necessary therefore, in order to verify the 1917 statement to split up this surplus account. All of the errors found were clerical and proper corrections were made while your examiners were present. A great improvement was noted in the books and records during 1918, and on December 31st, 1918, they were found to be correct and in balance.

The Company's insurance account as of December 31, 1918, shows insurance in force of \$8,504,593.00—a gain over December 31, 1917, of \$1,485,573.00.

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## LIFE INSURANCE BUSINESS 1919

Summary of Reports to the Commissioner on the  
Business for the Year 1919

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TABLE NO. 1

NAME OF COMPANY	Total Income	Total Disbursements
National Life Insurance Co.....	\$ 13,372,626.41	\$ 10,974,440.90
New England Mutual Life Insurance Co.....	30,076,636.46	13,178,358.06
New World Life Insurance Co.....	981,634.21	656,731.78
New York Life Insurance Co.....	177,256,322.12	175,442,962.50
North American Life Insurance Co.....	1,696,776.21	965,560.97
Northwestern Mutual Life Insurance Co.....	87,562,717.71	62,364,064.13
Northwestern National Life Insurance Co.....	3,601,142.99	2,202,144.37
Old Line Life Insurance Co.....	803,613.49	427,906.28
Old Colony Life Insurance Co.....	748,373.94	536,287.75
Pacific Mutual Life Insurance Co.....	12,102,445.02	7,796,964.43
Penn. Mutual Life Insurance Co.....	48,926,227.40	48,596,523.45
Peoria Life Insurance Company.....	1,621,536.04	983,505.33
Phoenix Mutual Life Insurance Co.....	12,249,774.18	8,881,171.00
Prairie Life Insurance Company.....	153,795.40	93,489.70
Provident Life & Trust Co.....	22,125,961.97	20,279,517.22
Prudential Insurance Company of America.....	181,777,866.70	155,688,349.73
Relliance Life Insurance Company.....	4,951,879.12	2,965,897.22
Reserve Loan Life Insurance Co.....	1,630,132.44	1,288,777.06
Saint Joseph Life Insurance Co.....	306,503.41	134,706.32
Security Mutual Life Insurance Co.....	469,236.44	272,899.74
Standard Life Insurance Co.....	1,253,623.58	840,918.92
State Life Insurance Co.....	5,212,456.82	3,741,366.28
Travelers Insurance Company.....	33,689,074.99	21,846,842.07
Union Central Life Insurance Co.....	31,873,345.30	23,781,929.87
Union Mutual Life Insurance Co.....	3,529,116.48	3,618,439.31
United States Life Insurance Co.....	1,356,186.27	1,689,554.79
Non-Iowa total .....	\$1,425,181,285.17	\$ 1,200,580,280.28
Grand total—Ordinary .....	\$1,460,249,641.17	\$ 1,225,213,380.47

—Continued.

Admitted Assets	Total Liabilities Except Capital	Capital	Unassigned Funds (Surplus)	Insurance In Force Including Industrial
\$ 13,057,906.51	\$ 69,637,965.80	-----	\$ 3,420,039.71	\$ 267,801,560.00
96,722,983.88	92,473,368.75	-----	4,249,615.13	475,178,754.00
8,247,793.80	1,696,149.49	\$ 1,134,500.00	417,144.31	23,952,481.77
961,022,120.05	961,022,120.05	-----	-----	3,127,920,086.00
8,128,155.39	4,255,339.38	700,000.00	172,816.01	47,604,005.00
440,861,775.75	421,114,794.37	-----	19,746,981.38	1,916,235,082.00
8,484,731.29	7,979,436.00	-----	506,295.29	97,979,740.00
2,341,455.16	1,466,366.90	-----	672,035.00	21,776,593.00
1,837,049.51	1,315,122.10	-----	128,551.87	16,213,127.60
80,641,604.27	48,313,720.56	1,300,000.00	1,127,973.71	265,706,787.00
233,720,835.38	203,720,835.38	-----	-----	912,713,086.00
2,786,011.48	2,693,431.87	100,000.00	22,579.61	41,309,968.00
52,461,529.37	52,461,529.37	-----	-----	253,349,443.00
372,900.89	240,232.96	100,000.00	32,667.93	4,441,817.00
107,184,627.92	103,285,802.26	2,000,000.00	1,878,855.66	468,242,072.00
586,092,625.56	573,312,411.17	2,000,000.00	22,780,214.39	4,399,848,442.00
16,947,924.96	9,673,168.67	1,000,000.00	274,756.29	137,079,060.30
4,623,598.00	4,361,059.77	100,000.00	162,533.23	40,138,023.00
719,804.24	455,510.59	100,000.00	164,293.65	7,217,653.00
2,071,851.26	1,725,025.05	-----	346,825.61	11,743,818.00
1,004,731.22	1,439,613.22	159,000.00	66,118.01	36,076,561.00
21,896,754.83	19,601,534.02	-----	2,295,220.81	116,129,127.00
170,579,918.49	155,382,066.04	6,000,000.00	9,197,852.45	852,440,065.00
136,771,239.71	130,464,649.53	2,500,000.00	3,806,590.18	660,219,700.00
19,263,501.32	18,497,218.29	-----	766,283.03	69,645,789.60
6,790,945.86	6,522,849.77	264,000.00	4,096.09	23,513,250.00
\$5,238,752,822.06	\$6,050,169,237.76	\$ 30,105,351.37	\$158,478,232.96	\$29,520,559,236.55
\$6,340,351,336.67	\$6,144,720,261.53	\$ 33,512,251.37	\$162,118,823.77	\$30,568,390,834.14



TABLE NO. 2—LIFE INSURANCE COMPANIES

Table with 5 columns: NAME OF COMPANY, Ledger Assets Dec. 31, 1918, Increase or Decrease in Capital, Contribution to Surplus, Received for Premiums. Includes sections for IOWA COMPANIES and OTHER THAN IA. COMPANIES.

-INCOME FOR YEAR 1919.

Table with 7 columns: Consideration for Supplemental Contracts Not Involving Life Contingencies, Received for Interest and Dividends, Received for Rents, Received From All Other Sources, Total Income, Total. Includes sections for IOWA COMPANIES and OTHER THAN IA. COMPANIES.

TABLE NO. 1

NAME OF COMPANY	Ledger Assets Dec. 31, 1918	Increase or Decrease in Capital	Contribution to Surplus	Received for Premiums
Morris Plan Insurance Society.....	\$ 202,888.07			\$ 97,224.28
Mutual Benefit Life Ins. Co.....	244,964,736.02			28,617,465.18
Mutual Life Ins. Co. of N. Y.....	668,698,928.38			77,917,267.04
Mutual Trust Life Insurance Co.....	3,555,943.56			1,764,213.08
Nat'l Life Ins. Co. of U. S. of A.....	16,070,877.16			3,409,606.05
National Life Insurance Co.....	68,796,766.45			9,521,340.07
New England Mut. Life Ins. Co.....	87,295,763.52			15,259,273.71
New World Life Insurance Co.....	2,811,343.03	+\$ 1,450.00	\$ 657.50	77,302.91
*New York Life Insurance Co.....	967,884,198.42		-\$ 23,187,609.14	124,729,475.44
North American Life Ins. Co.....	4,225,673.54			1,375,568.07
Northwestern Mutual Life Ins. Co.....	402,700,807.25			64,020,729.07
Northwestern Nat'l Life Ins. Co.....	6,751,411.06			3,096,252.31
Old Colony Life Insurance Co.....	1,147,072.02			321,041.34
Old Line Life Insurance Co.....	1,929,242.61			5,608.22
Pacific Mutual Life Ins. Co.....	41,545,903.81	+ 200,000.00	150,000.00	17,400.00
Penn. Mutual Life Insurance Co.....	199,955,645.24			115,694.88
Peoria Life Insurance Co.....	2,149,926.22			837,500.33
Phoenix Mut. Life Insurance Co.....	47,407,864.67			42,205.52
Prairie Life Insurance Co.....	310,229.13			152,290.64
Prudential Life & Trust Co.....	97,605,850.08			16,877,130.64
Prudential Ins. Co. of America.....	556,940,265.47			1,429,532.94
Reliance Life Insurance Co.....	8,330,027.49			31,362.00
Reserve Loan Life Insurance Co.....	4,056,580.64			457,060.64
Saint Joseph Life Ins. Co.....	523,879.85			240,848.56
Security Mutual Life Ins. Co.....	1,846,352.42			24,247.79
Standard Life Insurance Co.....	1,121,073.25	+ 59,000.00	57,856.20	71,718.09
State Life Insurance Co.....	19,900,688.17			64,640.88
Travelers Insurance Company.....	104,051,029.67			1,028,965.96
Union Central Life Insurance Co.....	123,053,834.19	+ 500,000.00		5,022,094.31
Union Mutual Life Insurance Co.....	19,631,411.77			7,785,853.49
United States Life Insurance Co.....	7,037,407.53			873,383.59
				14,140.00
Non-Iowa total.....	\$5,802,602,424.51	+\$1,048,189.75	-\$32,651,203.19	\$1,044,860,328.37
Ordinary grand total.....	\$5,889,814,260.22	+\$1,561,280.59	-\$32,126,410.93	\$1,072,738,668.13

\*Taken over by the Russian Soviet Government (deducted).

-Continued.

Consideration for Supplement- ary Contracts not Involving Life Contingencies	Received for Interest and Dividends	Received for Rents	Received From All Other Sources	Total Income	Total
	\$ 8,367.37		\$ 129.90	\$ 105,731.55	\$ 308,630.23
\$ 1,073,118.13	12,067,494.36	\$ 125,817.98	7,437.97	51,891,333.02	296,856,069.64
603,609.81	29,492,587.65	1,344,778.48	3,405,155.61	112,753,456.59	781,452,384.97
	205,991.88	4,681.60	24,478.14	1,999,304.94	5,555,308.50
38,485.13	888,169.17	1,400.01	1,925,468.49	6,321,276.08	22,392,153.24
126,577.64	3,492,696.59	27,011.70	204,740.41	13,372,636.41	82,169,392.85
184,429.54	4,164,751.27	158,434.04	169,747.90	20,676,636.46	107,372,359.98
18,750.00	173,834.40	1,652.11	8,937.27	981,634.21	5,794,427.24
1,009,635.21	41,909,731.63	1,245,850.34	8,211,629.59	*144,068,712.98	1,111,952,911.40
14,808.82	235,325.57	24,809.77	46,763.98	1,606,776.21	5,922,448.75
1,017,929.35	20,156,307.29	363,488.52	331,272.48	87,562,717.71	400,263,524.96
20,033.24	340,802.47	38,511.45	113,543.52	3,601,142.99	10,352,554.05
32,480.47	32,480.47	64,504.15	127,741.76	748,373.94	1,805,445.96
111,512.91		106.00	1,644.22	803,813.49	2,723,556.10
115,694.88	2,412,649.55	136,206.25	92,929.58	12,952,445.02	53,198,348.83
10,014,430.17		138,280.23	5,177,643.91	48,930,227.40	248,881,872.64
42,205.52	108,475.85		169,668.59	1,621,536.04	3,771,462.25
152,290.64	2,512,573.79	57,722.07	546,719.08	12,249,774.18	59,657,638.85
	16,678.47		3,235.67	153,795.40	404,024.53
222,880.95	4,802,531.65		79,290.94	154,127.79	119,731,812.05
1,429,532.94	25,065,378.51	1,205,267.76	4,620,312.28	181,777,856.70	738,718,122.17
457,060.64		13,123.25	\$ 48,382.80	\$ 4,951,879.12	\$ 18,281,906.61
240,848.56		7,800.00	34,183.16	1,630,132.44	5,725,713.96
24,247.79			48.42	306,503.41	810,383.25
71,718.09		55,741.25	2,983.85	469,236.44	2,515,588.85
64,640.88		1,240.00	14,624.82	1,253,623.58	2,483,606.82
1,028,965.96	108,505.37		32,260.80	5,212,456.82	25,113,144.99
856,020.11	433,026.38		73,278.29	33,689,074.09	137,740,104.66
307,609.12	352,142.81		888,186.91	31,873,245.30	155,427,079.49
34,792.56	58,248.16		66,629.92	3,529,116.48	23,160,528.25
14,140.00	77,682.09		180,806.00	1,306,186.97	8,303,565.80
\$ 12,406,925.86	\$ 275,066,066.82	\$ 12,060,481.87	\$ 79,372,173.30	\$ 1,392,143,676.03	\$ 7,195,794,290.29
\$ 13,534,839.72	\$ 279,881,285.24	\$ 12,170,829.97	\$ 81,012,689.50	\$ 1,427,212,032.03	\$ 7,318,587,572.84



TABLE NO. 3

NAME OF COMPANY	Death Losses and Matured Endowments	Annuities	Dividends to Policyholders	All Other Payments to Policyholders
Morris Plan Insurance Society	17,809.85			
Mutual Benefit Life Ins. Co.	13,746,522.39	132,767.75	7,563,853.52	3,509,359.96
Mutual Life Ins. Co. of N. Y.	38,164,282.47	2,622,166.73	22,467,417.14	17,919,338.78
Mutual Trust Life Ins. Co.	355,248.94	12.46	89,537.66	47,326.18
Nat'l Life Ins. Co. of U. S. of A.	1,343,366.38	27,832.20	64,572.30	432,838.54
Nat'l Life Ins. Company	4,576,085.52	656,737.35	2,089,715.88	1,098,731.61
New England Mutual Life Ins. Co.	5,431,558.40	2,692.48	2,658,593.76	1,224,644.94
New World Life Insurance Co.	290,393.39		38,051.44	40,365.25
New York Life Insurance Co.	60,627,298.73	1,477,700.34	31,698,687.89	22,571,024.54
North American Life Insurance Co.	278,842.56	130.00		109,899.71
Northwestern Mut. Life Ins. Co.	27,329,280.02	254,811.34	14,736,708.36	6,529,618.52
Northwestern Nat'l Life Ins. Co.	851,928.77	443.38	43,356.88	67,792.10
Old Colony Life Insurance Co.	129,803.72		3,140.75	50,629.70
Old Line Life Insurance Co.	94,603.67			14,098.05
Pacific Mutual Life Insurance Co.	2,648,974.65	29,678.05	634,244.94	795,165.68
Penn. Mutual Life Ins. Co.	13,887,649.89	516,782.23	5,907,084.56	3,452,025.81
Peoria Life Insurance Co.	210,151.02	1,735.10	22,523.98	40,469.16
Phoenix Mutual Life Ins. Co.	3,881,606.01	132,567.91	1,434,906.16	765,528.43
Prairie Life Ins. Co.	23,783.86			5,750.79
Provident Life & Trust Co.	7,239,163.94	155,253.91	2,468,842.25	1,749,755.71
Prudential Ins. Co. of America	44,813,592.43	272,433.43	16,769,758.08	4,759,629.76
Reliance Life Ins. Co.	723,545.69	3,405.12	181,246.30	143,344.86
Reserve Loan Life Ins. Co.	270,032.73		11,036.97	444,930.20
Saint Joseph Life Ins. Co.	19,174.26		380.88	4,505.72
Security Mutual Life Ins. Co.	77,537.61		19,884.59	25,622.13
Standard Life Ins. Co.	389,110.84		18,957.87	31,071.43
State Life Ins. Company	1,232,848.99	656.48	687,342.94	354,329.05
Travelers Insurance Co.	10,033,578.88	270,173.61	78,881.31	1,406,796.33
Union Central Life Ins. Co.	10,107,911.19	33,250.71	3,801,109.56	2,212,712.13
Union Mutual Life Ins. Co.	1,479,968.61	5,726.68	592,172.40	838,029.42
United States Life Ins. Co.	664,925.36	11,852.46	27,429.01	340,830.11
Non-Iowa total	\$412,367,923.66	\$9,014,256.92	\$151,501,097.38	\$103,675,220.43
Ordinary grand total	\$422,822,337.71	\$9,017,825.97	\$153,218,745.07	\$104,765,168.86

-Continued.

Dividends to Stockholders	Commissions to Agents	Salaries, Medical Fees and Other Charges to Officers and Employes	All Other Disbursements	Total Disbursements	Balance
	25,098.13	29,782.83	29,644.58	93,335.39	215,284.83
	4,434,942.44	1,091,263.00	17,642,067.35	48,129,556.44	248,735,513.29
	8,241,725.48	3,995,693.05	34,128,272.55	127,388,866.18	664,063,518.79
	341,393.86	129,646.73	142,439.87	1,165,324.32	4,449,783.96
	580,346.82	292,204.84	2,698,600.21	5,499,861.19	16,892,292.06
60,000.00					
	1,244,140.32	516,710.38	792,319.84	10,974,440.90	71,194,951.96
	2,091,086.15	786,692.70	984,289.62	13,178,958.05	94,193,441.93
	227,018.37	76,620.98	84,453.15	656,731.78	3,137,696.46
19.20					
	12,765,476.05	5,335,801.69	41,166,063.26	175,442,962.50	936,509,948.90
	283,584.91	129,432.00	153,550.54	965,560.97	4,966,887.78
131.25					
	7,936,549.38	1,549,446.86	4,037,649.64	62,364,064.12	427,890,469.84
	778,172.31	279,218.51	259,132.42	2,262,144.37	8,090,409.86
	171,611.62	62,004.57	119,095.29	536,287.75	1,389,158.21
	169,589.91	64,936.13	47,604.45	427,966.28	2,295,949.82
47,985.47					
	1,936,566.91	623,216.65	1,131,148.20	7,796,564.48	46,201,384.35
	4,128,086.56	1,298,303.88	19,406,590.52	48,590,523.45	200,236,349.19
	389,040.23	134,851.00	184,854.84	983,565.33	2,787,806.93
	1,115,134.38	658,323.51	953,184.50	8,881,171.00	50,776,437.86
	30,892.88	17,625.50	12,466.67	93,489.70	370,534.83
	1,840,849.81	996,636.84	5,828,954.76	20,379,517.22	99,452,294.83
450,000.00					
	22,633,318.61	11,634,228.85	54,350,288.57	156,683,249.73	689,034,872.44
	1,163,683.66	478,188.37	262,483.23	2,955,897.22	10,325,009.39
	316,801.01	94,995.60	150,110.15	1,288,777.06	4,436,036.02
	65,745.48	18,195.35	20,704.63	134,706.32	696,676.94
6,000.00					
	43,314.45	32,676.39	70,874.66	272,880.74	2,042,699.13
	176,983.97	90,182.12	134,612.69	840,918.92	1,592,777.91
	974,987.19	288,971.35	392,230.28	3,741,366.28	21,371,778.71
	4,141,832.48	2,393,531.55	2,552,047.96	21,846,842.07	115,869,392.59
790,000.00					
	2,863,817.17	1,957,633.00	2,963,696.11	23,781,929.87	131,645,149.63
	237,926.16	168,934.64	355,662.60	3,613,420.51	19,547,107.74
18,480.00					
	49,776.11	92,458.52	483,833.22	1,089,584.79	6,614,009.01
\$ 1,124,069.33	\$ 127,384,313.45	\$ 61,652,322.32	\$332,861,086.09	\$1,200,580,280.28	\$5,995,214,010.01
\$ 2,156,029.33	\$ 132,429,237.28	\$ 63,806,958.78	\$337,498,122.65	\$1,225,213,380.47	\$6,069,374,192.37



TABLE NO. 4

Name of Company	Real Estate (Less En- cumbrances)	Mortgage Loans on Real Estate	Loans on Collateral	Premium Notes and Policy Loans
Nat'l Life Ins. Co.	266,778.95	32,020,762.11		10,061,765.06
New England Mut. Life Ins. Co.	2,965,707.00	16,477,700.00	100,000.00	14,860,798.46
New World Life Ins. Co.	86,128.88	1,912,462.80		187,323.96
New York Life Ins. Co.	9,070,481.00	150,860,677.31	150,000.00	145,185,944.77
North American Life Ins. Co.	199,665.22	3,182,342.00	2,000.00	541,303.78
Northwestern Mut. Life Ins. Co.	4,111,455.84	199,503,024.62		59,110,623.48
Northwestern Nat'l Life Ins. Co.		5,397,595.00		927,869.32
Old Colony Life Ins. Co.	735,796.19	180,500.00		105,307.37
Old Line Life Ins. Co.		1,530,654.75		68,081.79
Pacific Mut. Life Ins. Co.	2,350,455.60	23,912,182.41	4,043,061.87	7,798,791.33
Penn. Mutual Life Ins. Co.	2,055,712.82	76,635,881.93	917,600.00	32,367,531.28
Peoria Life Ins. Co.	1,112,123.29	1,094,156.00		283,384.31
Phoenix Mut. Life Ins. Co.	1,204,243.85	28,995,973.24		6,561,197.90
Prairie Life Ins. Co.	8,925.76	247,725.00	82.80	14,490.68
Provident Life & Trust Co.	845,990.85	23,015,043.09	4,607,966.66	11,270,091.63
Prudential Ins. Co. of America	18,705,909.14	134,134,923.53	1,086,125.00	42,879,838.65
Reliance Life Ins. Co.	158,743.86	1,065,354.93		1,599,390.46
Reserve Loan Life Ins. Co.	97,250.00	2,957,666.00		960,024.38
Saint Joseph Life Ins. Co.		647,050.00		15,394.34
Security Mut. Life Ins. Co.	630,924.12	779,650.00	76,000.00	183,846.30
Standard Life Ins. Co.	25,641.85	1,119,888.00	22,500.00	70,864.77
State Life Insurance Co.	1,073,654.49	10,759,788.92	900.00	4,721,636.13
Travelers Insurance Co.	5,335,277.93	43,309,622.15		14,039,239.35
Union Central Life Ins. Co.	2,646,321.38	99,112,408.72		20,667,467.35
Union Mutual Life Ins. Co.	727,565.42	792,039.83	113,471.00	2,862,614.32
United States Life Ins. Co.	740,435.82	1,726,650.00		1,012,361.44
Non-Iowa total	\$ 132,880,349.62	\$ 1,820,722,517.24	\$20,315,570.41	\$ 743,067,313.99
Ordinary grand total	\$ 134,349,391.28	\$ 1,808,680,064.53	\$20,316,800.41	\$ 750,245,978.13

-Continued.

Stocks and Bonds	Cash in Office and Banks	Admitted Assets— Health and Accident Department	Net Uncol- lected and Deferred Premiums	All Other Assets	Assets Not Admitted	Admitted Assets
28,230,189.24	624,451.79		1,027,435.51	1,669,807.78	903,198.00	73,057,995.51
86,867,412.00	966,382.95		1,074,969.79	1,460,212.46		96,722,983.88
615,469.63	316,633.53		59,383.03	106,010.01		3,247,293.80
63,449,363.64	20,946,908.03		13,693,352.96	12,624,938.77	1,386,536.44	961,622,120.05
989,573.00	411,964.17		108,431.15	146,322.98	53,436.90	6,128,155.39
163,167,515.54	2,065,322.11		5,778,040.30	7,316,478.6	123,694.78	440,861,775.75
1,255,688.30	460,249.53		227,715.53	279,904.6	64,080.99	8,484,731.29
129,195.57	130,040.04		36,993.93	183,565.6	24,599.82	1,537,049.51
618,980.68	66,831.31	8,168.87	39,867.09	47,654.1	38,753.50	2,341,455.16
6,868,491.80	1,251,374.09	2,946,526.05	786,213.56	729,300.2	14,662.80	50,641,694.27
66,649,799.61	1,018,577.31		4,227,607.30	3,003,806.3	3,726,668.22	208,720,835.38
67,660.00	171,280.23		57,611.55	81,566.6	81,099.45	2,786,011.48
12,729,339.55	1,317,405.29		723,067.62	1,066,739.5	106,378.15	62,461,539.37
33,100.00	62,627.83		5,854.78	11,287.0	10,592.40	372,900.80
46,415,723.56	290,301.77		2,171,621.16	5,547,800.0		107,164,627.92
37,332,855.62	6,074,475.60		9,414,512.65	11,165,806.9	3,601,341.48	508,092,625.50
7,118,788.27	260,101.93	178,190.21	406,713.93	354,964.84	194,223.49	10,947,924.06
228,604.30	176,602.92		119,688.79	110,569.34	33,703.73	4,623,593.00
19,164.80	13,823.58		6,206.39	26,387.34	8,292.11	719,804.24
277,996.17	89,884.44		14,543.22	29,689.77	10,482.76	2,071,851.20
130,802.06	190,488.91		61,239.24	109,156.77	65,890.37	1,664,731.23
4,317,391.85	479,152.29		217,896.10	442,189.95	115,895.02	21,896,754.83
6,374,388.48	3,734,539.23		3,470,710.18	52,054,527.50	718,286.34	170,579,918.49
7,316,216.00	1,844,104.06		1,013,129.17	4,267,278.80	84,666.26	136,771,239.71
14,839,323.23	211,749.95		390,941.95	258,644.35	742,708.63	19,263,501.32
3,051,169.83	82,379.05		36,012.59	166,544.29	24,587.16	6,790,945.86
\$ 180,629,341.50	\$ 854,884,761.82	\$ 29,532,824.90	\$ 96,706,580.12	\$ 163,858,831.26	\$ 33,924,270.40	\$ 6,238,752,822.06
\$ 19,628,956.11	\$ 86,966,705.12	\$ 29,532,824.90	\$ 88,638,790.28	\$ 166,990,010.11	\$ 35,028,271.25	\$ 6,340,351,336.67



TABLE NO. 1

NAME OF COMPANY	Net Reserve On All Outstanding Policies	Losses and Claims Adjusted and Unadjusted	Losses and Claims Resisted	Liabilities Health and Accident Department	Dividends Due Policy- holders
Nat'l Life Insurance Company.....	62,049,635.50	274,576.60	21,000.00		82,129.40
New England Mut. Life Ins. Co.....	86,803,463.43	392,332.20	9,267.20		190,471.45
New World Life Insurance Co.....	1,601,315.03	6,354.78	2,500.00		
New York Life Insurance Co.....	757,998,302.00	10,513,391.54	464,338.58		2,134,535.73
North American Life Ins. Co.....	4,076,976.00	31,052.00	11,770.74		
Northwestern Mut. Life Ins. Co.....	390,307,539.00	1,419,828.25	103,045.34		747,600.00
Northwestern Nat'l Life Ins. Co.....	7,238,640.00	79,111.33	6,000.00		2,317.30
Old Colony Life Ins. Co.....	1,245,675.13	7,200.73	1,016.17		254.41
Old Line Life Ins. Co.....	1,394,764.43	3,000.00		30,450.62	
Pacific Mutual Life Ins. Co.....	41,807,378.00	180,944.00	12,228.00	1,721,526.05	2,433.34
Penn. Mut. Life Ins. Co.....	173,644,714.00	1,044,378.43	5,000.00		1,113,520.30
Peoria Life Ins. Co.....	2,416,318.00	977.00			
Phoenix Mut. Life Ins. Co.....	46,631,890.23	153,249.49			77,968.00
Prairie Life Ins. Co.....	233,574.58	2,500.00			
Provident Life & Trust Co.....	98,063,193.00	403,206.37	10,000.00		211,535.03
Prudential Ins. Co. of America.....	540,540,546.00	2,550,617.65	151,858.44		679,445.17
Reliance Life Insurance Co.....	9,165,950.00	27,846.02		130,675.53	
Reserve Loan Life Ins. Co.....	3,999,697.11	25,332.34	18,650.00		12.78
Saint Joseph Life Ins. Co.....	440,265.00	2,724.00			
Security Mutual Life Ins. Co.....	1,671,015.06	4,150.15			2,408.56
Standard Life Ins. Co.....	1,274,727.01	35,345.00	4,300.00		61.45
State Life Insurance Co.....	18,279,540.19	91,302.64	16,977.10		18,791.80
Travelers Insurance Co.....	109,901,890.00	528,099.77	52,850.00	37,184,184.27	2,719.30
Union Central Life Ins. Co.....	114,733,108.00	570,273.32	47,160.46		341,235.86
Union Mutual Life Ins. Co.....	17,999,873.00	183,539.51	2,000.00		29,787.18
United States Life Ins. Co.....	6,301,381.57	91,659.29	2,900.00		5,530.80
Non-Iowa total.....	\$5,312,256,296.92	\$40,282,941.54	\$2,191,426.64	\$39,835,733.04	\$11,746,257.76
Grand total—Ordinary.....	\$5,384,558,803.51	\$41,080,835.63	\$2,227,936.64	\$39,835,733.04	\$11,850,161.28

—Continued.

Premiums Paid In Advance	Amount Set Aside for Div. Including Apportion- ment On Deferred Dividends	Contingency Funds and Special Reserve Items	All Other Liabilities	Unassigned Funds	Capital Stock Paid Up	Total
5,187.35	2,373,863.11	112,917.77	4,719,245.99	3,420,039.71		73,067,906.51
147,016.54	3,213,808.15		1,657,069.78	4,249,615.13		96,722,983.89
2,145.66			85,834.02	417,144.31	1,134,500.00	3,247,738.80
1,609,784.04	130,303,739.56	44,717,967.91	24,180,330.87			961,922,120.06
2,394.69			132,545.95	172,816.01	700,000.00	5,128,155.39
67,792.73	17,110,832.48		11,358,096.52	19,746,981.38		440,861,775.75
17,353.19	389,024.20	17,500.00	232,490.02	505,295.29		8,484,731.29
631.35	510.61		59,733.49	95,375.54	126,551.87	1,537,049.51
2,527.09			45,644.75	202,453.29	672,635.00	2,341,455.16
88,165.11	3,500,024.76	4,474.45	865,556.34	1,127,973.71	1,200,000.00	50,641,694.27
147,410.45	17,092,153.58	3,844,298.47	6,828,946.78			203,720,835.38
8,061.79	94,906.40		143,138.68	22,579.61	100,000.00	2,739,011.48
170,928.35	1,515,413.12	1,329,955.48	2,582,143.60			52,461,539.37
1,349.83			2,808.55	32,667.93	100,000.00	372,900.80
592,292.62	1,851,750.00	298,132.00	1,865,692.64	1,878,825.66	2,000,000.00	107,164,627.92
1,463,378.41	17,575,100.97		9,411,384.53	23,780,214.39	2,000,000.00	598,092,625.56
6,195.11	154,928.17		247,573.84	274,756.29	1,000,000.00	10,947,924.08
8,090.53	4,862.39	69,961.90	233,537.14	162,533.23	100,000.00	4,623,538.00
979.52	472.08		11,076.04	164,393.65	100,000.00	719,804.24
4,427.98	30,093.24		22,936.37	346,825.61		2,071,851.25
20,289.60	40,183.78		64,724.88	66,118.01	169,000.00	1,664,731.23
30,626.16	334,738.11	306,237.29	533,321.44	2,296,220.81		21,896,754.83
111,711.55	529,794.18	90,821.00	6,879,505.17	9,197,862.45	6,000,000.00	170,579,918.49
130,005.17	8,585,269.49	2,100,000.00	3,997,608.05	3,806,590.16	2,500,000.00	136,771,239.71
3,216.99			278,321.63	766,283.03		19,263,501.22
1,029.39	5,888.28		114,389.46	4,066.09	284,000.00	6,790,945.86
\$ 10,680,581.64	\$ 370,777,384.31	\$ 85,062,541.02	\$ 176,446,074.89	\$ 158,478,232.03	\$ 30,105,351.37	\$ 6,238,752,823.09
\$ 19,894,176.15	\$ 372,924,701.25	\$ 108,503,147.69	\$ 178,565,765.78	\$ 162,118,823.77	\$ 33,512,251.37	\$ 6,340,851,386.67





TABLE NO. 6—PART 1

NAME OF COMPANY	Loading on Gross Premiums	Per Cent of Gross Prems.	Insurance Expenses Incurred	Gain or Loss
National Life Insurance Co.....	1,972,703.93	20.23	2,307,817.99	335,114.06
New England Mutual Life Ins. Co.....	3,161,077.84	20.26	3,441,772.20	280,694.36
New World Life Insurance Co.....	237,841.73	20.1	300,518.03	122,676.30
New York Life Insurance Co.....	26,955,847.53	21.80	23,490,450.37	3,465,397.16
North American Life Ins. Co.....	530,152.44	24.	655,070.01	304,917.57
Northwestern Mutual Life Ins. Co.....	13,301,509.52	20.88	11,636,354.15	1,665,155.37
Northwestern Nat'l Life Ins. Co.....	1,106,621.24	35.	1,308,425.96	196,804.72
Old Colony Life Insurance Co.....	154,966.51	30.72	208,632.05	143,625.34
Old Line Life Insurance Co.....	178,489.07	25.16	276,964.86	98,475.79
Pacific Mutual Life Ins. Co.....	2,507,809.79	26.8	3,136,413.92	628,604.13
Penn. Mutual Life Ins. Co.....	6,430,906.13	19.4	6,109,452.96	321,453.17
Peoria Life Insurance Co.....	469,456.85	35.75	545,126.50	75,670.65
Phoenix Mutual Life Ins. Co.....	1,799,037.76	20.05	2,340,031.06	540,993.30
Frairie Life Ins. Co.....	33,057.19	-----	59,162.08	26,104.89
Provident Life & Trust Co.....	2,907,303.20	17.54	3,614,506.09	617,112.89
Prudential Ins. Co. of America.....	37,689,414.45	25.19	40,220,176.09	2,530,761.64
Reliance Life Ins. Co.....	1,525,103.12	34.26	1,929,682.00	404,578.88
Reserve Loan Life Ins. Co.....	332,870.90	24.1	573,977.49	240,106.59
Saint Joseph Life Ins. Co.....	110,340.39	-----	108,146.96	2,193.43
Security Mutual Life Ins. Co.....	69,302.57	29.9	111,535.87	42,233.30
Standard Life Insurance Co.....	272,690.99	25.	356,317.59	122,626.60
State Life Insurance Co.....	1,240,104.76	30.	1,549,344.79	309,240.03
Travelers Insurance Co.....	2,000,184.49	7.21	8,524,640.71	6,524,456.22
Union Central Life Ins. Co.....	4,562,188.99	20.21	5,175,294.44	613,105.45
Union Mutual Life Ins. Co.....	484,373.65	19.77	499,538.02	15,164.34
United States Life Insurance Co.....	100,834.61	14.73	222,866.22	122,031.61
<b>Total non-Iowa.....</b>	<b>\$ 231,254,698.45</b>	<b>-----</b>	<b>\$ 258,163,909.50</b>	<b>\$26,909,211.05</b>
<b>Grand total—Ordinary.....</b>	<b>\$ 238,110,720.82</b>	<b>-----</b>	<b>\$ 267,456,735.48</b>	<b>\$29,376,014.66</b>

—Continued.

Net Income From Investments	Interest Required to Maintain Reserve	Gain or Loss	Expected Mortality	Actual Mortality	Gain or Loss
3,425,780.95	2,075,601.60	+ 1,350,159.35	2,633,000.94	1,665,780.55	+ 967,240.39
4,197,837.65	2,965,787.88	+ 1,232,049.80	4,800,771.00	2,444,829.78	+ 2,355,941.22
157,310.27	55,056.94	+ 102,253.33	181,696.15	114,888.10	+ 66,808.05
40,315,530.74	22,900,000.00	+ 17,415,530.74	28,673,400.00	22,543,076.57	+ 6,130,323.43
242,436.26	137,909.10	+ 104,527.16	389,515.00	216,630.24	+ 172,884.76
19,796,685.89	12,612,504.10	+ 7,154,181.79	19,194,601.20	10,967,558.86	+ 8,226,042.34
255,951.14	255,101.00	+ 100,850.14	823,435.00	506,972.52	+ 316,462.48
31,664.67	41,711.00	- 10,046.33	129,415.00	81,529.17	+ 47,885.83
100,674.05	44,083.51	+ 56,590.54	168,879.00	58,630.13	+ 110,248.87
3,331,600.27	1,387,868.00	+ 1,943,732.27	2,224,802.00	1,414,305.75	+ 810,496.25
9,258,342.99	5,273,177.00	+ 3,985,165.99	9,549,718.00	6,534,630.31	+ 3,015,087.69
91,821.27	80,983.83	+ 10,837.44	295,692.00	173,365.09	+ 122,326.91
2,531,324.85	1,569,938.35	+ 961,386.50	2,352,153.00	1,443,553.61	+ 909,599.39
15,084.40	7,980.51	+ 10,153.89	30,778.05	19,121.41	+ 11,656.64
4,695,031.62	3,416,221.00	+ 1,278,810.62	4,177,670.00	2,155,484.62	+ 2,022,185.38
24,117,561.94	19,079,809.02	+ 5,037,752.92	39,749,066.52	22,658,375.33	+ 10,090,730.19
488,878.66	279,297.78	+ 209,610.88	1,049,422.00	563,259.78	+ 486,162.22
233,856.53	140,776.37	+ 93,080.16	348,816.14	207,008.42	+ 141,817.72
36,432.14	13,255.41	+ 23,176.73	52,768.00	11,969.15	+ 40,808.85
94,199.69	61,176.22	+ 33,023.47	109,867.59	51,073.85	+ 58,794.04
67,548.93	36,992.83	+ 30,556.10	486,640.51	363,511.48	+ 106,129.03
1,083,164.51	581,210.06	+ 501,954.45	1,156,303.99	836,719.86	+ 319,584.13
5,072,975.95	3,827,486.00	+ 1,245,489.95	9,658,328.00	5,474,960.08	+ 4,183,367.92
7,692,317.01	4,065,384.20	+ 3,626,932.81	6,413,963.00	4,078,560.09	+ 2,335,402.97
807,304.43	600,819.00	+ 206,485.43	671,225.00	467,046.47	+ 204,178.53
308,158.93	238,779.00	+ 69,379.93	232,315.00	206,649.57	+ 15,665.43
\$ 268,184,228.16	\$ 176,540,300.22	+ \$91,643,924.94	\$ 234,737,482.46	\$ 195,956,530.01	+ \$38,780,952.45
\$ 272,942,843.80	\$ 178,961,907.25	+ \$93,980,936.54	\$ 297,385,733.94	\$ 204,810,848.55	+ \$92,574,885.39



TABLE NO. 6—PART 2

NAME OF COMPANY	Gain or Loss From Annuities	Gain From Surrendered or Lapsed Policies	Decrease in Surplus on Dividend Account
National Life Insurance Co.....	- 62,967.39 +	53,903.21	1,907,316.48
New England Mutual Life Ins. Co.....	- 1,987.34 +	73,002.44	2,991,129.11
New World Life Insurance Co.....	+ 11,432.44		
New York Life Insurance Co.....	-103,581.90 +	2,073,551.39	18,374,123.81
North American Life Insurance Co.....	68.79 +	19,924.00	
Northwestern Mutual Life Ins. Co.....	- 13,125.61 +	225,300.06	16,343,302.85
Northwestern National Life Ins. Co.....	+ 40,633.33		342,160.98
Old Colony Life Insurance Co.....	+ 5,893.89		3,773.43
Old Line Life Insurance Co.....	+ 6,124.57		
Pacific Mutual Life Insurance Co.....	- 3,213.55 +	71,064.83	924,118.73
Penn. Mutual Life Insurance Co.....	+ 53,906.03 +	240,754.22	5,764,627.34
Peoria Life Insurance Company.....	- 1,025.81 +	3,553.27	38,743.13
Phoenix Mutual Life Insurance Co.....	- 25,324.91 +	147,697.56	1,506,891.14
Prairie Life Insurance Co.....	+ 1,898.13		
Provident Life & Trust Co.....	+ 2,304.37 +	106,035.47	1,884,700.23
Prudential Insurance Co. of America.....	+ 32,937.23 +	2,383,166.16	3,007,334.98
Relliance Life Insurance Co.....	- 1,325.81 +	49,589.20	129,451.01
Reserve Loan Life Insurance Co.....	+ 18,097.49		6,673.23
Saint Joseph Life Insurance Co.....	+ 810.00		492.00
Security Mutual Life Ins. Co.....	+ 4,068.07		29,433.23
Standard Life Insurance Co.....	+ 11,646.88		6,135.71
State Life Insurance Company.....	+ 10,758.92		677,114.31
Travelers Insurance Company.....	- 51,813.61 +	402,673.94	118,449.28
Union Central Life Insurance Co.....	+ 12,836.29 +	144,438.24	4,820,307.81
Union Mutual Life Insurance Co.....	- 3,563.76 +	12,813.00	459,594.54
United States Life Insurance Co.....	+ 4,289.34 +	25,740.43	18,465.87
Non-Iowa total .....	-846,017.42 +	+113,310,000.53	-119,696,216.63
Grand total—Ordinary .....	-846,081.24 +	+113,608,813.12	-121,300,905.71

—Continued.

All Other Gains or Losses	Surplus December 31, 1918	Surplus December 31, 1919	Gain or Loss in Surplus	Participating or Non-Participating Insurance Issued	Amount of Stipulated Prem. or Assessment Insurance in Force
- 437,543.89	3,881,678.56	3,420,039.71	- 461,638.85	Participating	
+ 455,020.15	3,607,413.35	4,249,615.13	+ 642,202.77	Participating	
+ 18,615.10	340,711.64	417,144.31	+ 76,432.67	Non-Par.	
+ 10,607,096.01				Participating	
+ 46,251.91	34,233.64	172,816.01	+ 138,582.37	Non-Par.	
- 677,942.73	19,498,776.83	19,746,981.98	+ 248,204.55	Participating	
+ 86,000.43	501,303.29	505,295.29	+ 3,992.00	Participating	865,055.00
+ 157,497.12	41,584.00	96,375.54	+ 53,791.54	Both	
- 61,841.00	189,806.07	292,453.26	+ 12,647.19	Non-Par.	
- 117,226.92	750,751.71	902,973.71	+ 152,222.00	Both	
- 1,851,640.06				Participating	
- 13,085.70	17,246.28	22,579.61	+ 5,333.33	Both	206,000.00
+ 140,528.92				Participating	
+ 1,180.18	33,883.98	32,667.08	- 1,216.06	Non-Par.	
- 1,623,127.01	2,597,340.53	1,878,825.00	- 718,514.87	Participating	
- 1,300,400.00	11,424,284.46	22,780,214.29	+ 11,355,929.93	Participating	
+ 46,753.77	78,007.17	274,756.29	+ 196,749.12	Both	
- 4,159.48	360,481.26	162,533.23	- 2,051.97	Non-Par.	
- 9,647.22	107,393.86	164,235.35	+ 56,899.79	Both	
+ 1,811.05	331,110.61	346,825.61	+ 15,715.00	Participating	186,700.00
+ 39,950.13	7,618.48	66,118.01	+ 58,499.53	Both	1,141,000.00
- 152,811.12	2,601,998.77	2,295,220.81	- 306,777.96	Both	
+ 1,441,483.00	8,619,548.33	9,197,852.45	+ 578,304.12	Non-Par.	
- 221,727.99	3,942,642.10	3,806,590.16	- 136,051.94	Participating	
+ 691,989.43	169,200.28	766,283.03	+ 597,082.75	Participating	
- 18,709.79	47,158.17	4,006.09	- 43,062.08	Non-Par.	
-22,308,538.08	\$ 132,139,848.89	\$ 155,924,743.61	+ \$23,784,894.72		\$ 9,516,851.00
-24,703,182.48	\$ 134,727,443.39	\$ 159,505,294.45	+ \$24,837,851.06		\$ 271,649,411.00

TABLE NO. 7—LIFE INSURANCE COMPANIES  
ORDINARY

Table with 4 columns: Name of Company, Policies in Force (December 31, 1918) - Number and Amount, Policies Written, Revised or Increased During 1919 - Number and Amount. Rows include Iowa Companies (e.g., American Life Insurance Co., American Teachers Life Ins. Co.) and Other Than Iowa Companies (e.g., Aetna Life Insurance Co., American Bankers Insurance Co.).

INSURANCE EXHIBIT FOR YEAR 1919.  
BUSINESS

Table with 8 columns: Policies Terminated During 1919 (Number and Amount), Policies in Force December 31, 1919 (Number and Amount), Increase or Decrease (Number and Amount), Average Policy. Rows list various insurance companies and their financial performance for 1919.











TABLE NO. 9

NAME OF COMPANY	Policies in Force December 31, 1918		Policies Issued, Revised & Increased During 1919	
	No.	Amount	No.	Amount
Morris Plan Insurance Society.....	8,065	19,885,025.00	1,467	4,168,461.00
Mutual Benefit Life Insurance Co.....	16,465	31,215,759.80	1,934	6,233,096.97
Mutual Life Insurance Co. of N. Y.....	2,607	4,423,243.00	769	2,074,177.00
Mutual Trust Life Insurance Co.....	6,828	11,544,794.65	1,191	3,006,674.97
Nat'l Life Ins. Co. of U. S. of A.....				
National Life Insurance Co.....	2,645	4,576,468.17	436	1,009,175.50
New England Mutual Life Ins. Co.....	2,748	5,881,114.00	917	2,697,000.00
New World Life Insurance Co.....	1,061	1,732,500.56	522	1,253,762.99
New York Life Insurance Co.....	23,834	38,797,580.00	3,517	8,058,627.00
North American Life Insurance Co.....	1,938	3,773,794.00	545	1,337,572.00
Northwestern Mutual Life Ins. Co.....	35,705	74,406,176.00	4,653	13,941,480.00
Northwestern Nat'l Life Ins. Co.....	1,718	2,583,086.00	601	1,731,322.00
Old Colony Life Insurance Co.....	32	34,789.13	480	615,454.38
Old Line Life Insurance Co.....	19	18,433.00	1	5,000.00
Pacific Mutual Life Insurance Co.....	2,083	3,249,856.00	325	972,336.00
Penn. Mutual Life Insurance Co.....	12,423	27,743,297.00	1,620	5,006,480.00
Peoria Life Insurance Co.....	1,588	3,511,242.00	1,006	2,667,539.00
Phoenix Mutual Life Ins. Co.....	5,006	8,823,093.79	878	3,066,775.00
Prairie Life Insurance Co.....	994	1,903,532.00	310	715,095.00
Provident Life & Trust Co.....	1,496	2,887,754.00	355	802,458.00
Prudential Insurance Co. of America.....	13,867	17,574,945.00	4,136	5,843,565.00
Reliance Life Insurance Co.....	1,512	2,727,169.00	182	480,400.00
Reserve Loan Life Insurance Co.....	123	311,000.00	290	550,000.00
Saint Joseph Life Insurance Co.....	185	463,000.00	44	107,500.00
Security Mutual Life Ins. Co.....	34	62,000.00	4	14,500.00
Standard Life Insurance Co.....	5,184	8,306,349.00	723	1,336,000.00
State Life Insurance Company.....	92	360,662.00	5	16,058.00
Travelers Insurance Co.....	2,417	5,854,432.00	1,239	4,258,132.00
Union Central Life Insurance Co.....	4,518	8,189,353.00	857	2,648,561.00
Union Mutual Life Insurance Co.....	127	183,718.08	16	19,662.49
United States Life Insurance Co.....	121	224,482.00	18	24,000.00
Non-Iowa total.....	214,883	\$391,458,780.21	47,018	\$116,363,301.00
Grand total—Ordinary.....	346,385	\$633,325,626.71	78,341	\$194,124,780.00

## INDUSTRIAL

Columbian National Life Ins. Co.....				
Federal Life Insurance Co.....	16	\$ 2,500.00		
Guardian Life Insurance Co.....				
John Hancock Mutual Life Ins. Co.....				
Metropolitan Life Insurance Co.....	131,402	16,443,688.00	25,899	\$ 3,867,223.00
Morris Plan Insurance Society.....			2	300.00
Prudential Insurance Co. of America.....	164,745	21,640,216.00	29,157	4,689,867.00
Industrial total.....	296,163	\$ 38,085,804.00	55,058	\$ 8,557,390.00
Grand total—Ordinary.....	346,385	\$633,325,626.71	78,341	\$194,124,780.00
Grand total.....	642,548	\$671,411,430.71	133,399	\$302,682,170.00

—Continued.

Policies Terminated During 1919	Policies in Force December 31, 1919		Increase or Decrease		Average Policy	
	No.	Amount	No.	Amount		
436	924,766.00	9,696	23,128,721.00	+ 1,031	+ 3,243,695.00	2,385.00
986	1,567,926.77	17,413	35,388,840.00	+ 948	+ 4,665,080.20	2,060.00
232	430,354.00	3,144	6,077,156.00	+ 537	+ 1,653,913.00	1,922.00
621	1,107,358.87	7,398	13,444,110.75	+ 570	+ 1,809,316.10	1,817.00
153	257,120.46	2,928	5,328,522.91	+ 283	+ 752,054.74	1,819.00
304	670,562.00	3,361	7,907,612.00	+ 613	+ 2,026,498.00	2,352.00
179	291,500.00	1,464	2,694,763.55	+ 343	+ 962,362.99	1,919.00
1,464	2,629,869.00	25,887	44,196,348.00	+ 2,653	+ 5,428,768.00	1,707.00
182	371,932.00	2,301	4,739,434.00	+ 363	+ 965,640.00	2,060.00
1,768	3,664,049.00	38,500	84,773,607.00	+ 2,885	+ 10,277,431.00	2,196.00
210	399,657.00	2,109	3,915,262.00	+ 391	+ 1,332,176.00	1,856.00
47	64,450.00	474	579,773.51	+ 442	+ 555,044.38	1,223.00
		11	23,433.00	+ 1	+ 5,000.00	2,130.00
146	263,304.00	2,463	3,959,388.00	+ 380	+ 709,532.00	1,607.00
777	2,040,774.00	13,266	31,308,009.00	+ 843	+ 3,564,712.00	2,300.00
122	246,716.00	2,472	5,962,065.00	+ 884	+ 2,450,823.00	2,412.00
136	215,252.00	1,558	2,932,317.00	+ 46	+ 295,148.00	1,884.00
370	509,121.00	343	749,560.00	+ 220	+ 438,500.00	2,185.00
120	388,512.00	1,184	2,330,115.00	+ 190	+ 426,588.00	1,123.00
237	488,540.00	1,614	3,202,672.00	+ 118	+ 314,918.00	1,984.00
1,261	1,529,266.00	16,742	21,889,274.00	+ 2,875	+ 4,314,329.00	1,307.00
46	215,252.00	1,558	2,932,317.00	+ 46	+ 295,148.00	1,884.00
15	34,300.00	214	536,000.00	+ 29	+ 73,000.00	2,504.00
7	8,000.00	31	68,500.00	+ 3	+ 6,500.00	2,209.00
1,080	1,816,600.00	4,877	7,885,660.00	+ 307	+ 480,600.00	1,615.00
4	13,000.00	23	363,730.00	+ 1	+ 3,058.00	3,910.00
158	445,770.00	3,498	9,666,794.00	+ 1,081	+ 3,812,362.00	2,763.00
451	887,667.00	4,924	9,959,217.00	+ 405	+ 1,760,864.00	2,090.00
30	42,436.75	113	160,883.82	+ 14	+ 22,824.25	1,422.00
21	28,681.00	118	219,361.00	+ 3	+ 4,681.00	1,862.00
17,374	\$ 22,307,852.68	244,527	\$ 475,514,318.53	+ 29,644	+ \$ 84,065,538.32	\$ 1,945.00
26,826	\$ 50,368,370.68	397,900	\$ 772,082,096.03	+ 51,515	+ \$143,756,409.32	\$ 1,963.00

## BUSINESS

5	\$ 600.00	11	\$ 1,900.00	—	5	—	\$ 600.00	\$ 173.00
14,153	2,196,551.00	143,148	18,112,760.00	+ 11,746	+ 1,670,672.00			127.00
		2	300.00	+ 2	+ 300.00			150.00
15,830	2,633,356.00	178,072	23,096,727.00	+ 13,927	+ 2,066,511.00			133.00
29,968	\$ 4,830,507.00	321,233	\$ 41,812,687.00	+ 25,070	+ \$ 3,726,882.00			\$ 130.00
26,826	\$ 50,368,370.68	397,900	\$ 777,082,096.03	+ 51,515	+ \$143,756,409.32			\$ 1,963.00
56,814	\$ 55,198,877.68	719,133	\$ 818,804,728.03	+ 76,585	+ \$147,483,292.32			

TABLE NO. 10—LIFE INSURANCE COMPANIES

## —LOSSES AND CLAIMS, BUSINESS IN IOWA, 1919.

NAME OF COMPANY	Premiums Received	ORDINARY BUSINESS							
		Losses and Claims Unpaid Dec. 31, 1918		Losses and Claims Incurred During 1919		Losses and Claims Settled During 1919		Losses and Claims Unpaid Dec. 31, 1919	
		No.	Amount	No.	Amount	No.	Amount	No.	Amount
<b>IOWA COMPANIES</b>									
American Life Insurance Company.....	\$ 374,501.83	14	\$ 15,416.03	53	\$ 84,079.34	58	\$ 89,891.09	9	\$ 9,904.28
American Teachers Life Insurance Company.....	28,004.81								
Bankers Life Company.....	1,510,087.57	51	102,523.80	330	665,677.00	343	708,091.80	28	60,109.00
Cedar Rapids Life Insurance Company.....	800,300.36	9	7,382.37	27	35,415.28	36	42,797.65		
Central Life Assurance Society of the U. S. (Mutual).....	786,379.07	24	51,280.31	58	138,965.10	81	188,745.41	1	1,500.00
Des Moines Life & Annuity Company.....	233,823.26	1	1,000.00	7	8,567.82	7	8,567.82	1	1,000.00
Equitable Life Insurance Company of Iowa.....	1,567,840.82	49	72,946.41	135	228,056.57	171	271,990.88	13	29,012.10
Guaranty Life Insurance Company.....	349,623.52	11	29,500.00	41	93,131.85	49	87,227.35	3	28,404.50
Iowa Life Insurance Company.....	111,946.78	6	7,180.45	13	14,787.83	19	21,968.39		
Liberty Life Insurance Company.....	29,885.44			14	10,495.00	14	10,495.00		
Merchants Life Insurance Company.....	273,242.53	6	12,000.00	62	132,294.76	62	132,294.76	6	12,000.00
National American Life Insurance Company of Iowa.....	197,742.82	6	4,183.47	26	43,000.00	32	47,183.47		
National Fidelity Life Insurance Company of Iowa.....	843,370.39	8	10,510.76	8	35,741.75	15	41,552.51	1	5,000.00
Provident Life Insurance Company.....	546,604.28	5	6,439.41	14	23,349.69	16	22,789.10	3	7,000.00
Register Life Insurance Company.....		25	32,431.38	50	84,259.75	60	104,656.93	6	12,034.08
Reinsurance Life Company.....									
Republic Life Insurance Company.....	1,013.26								
Royal Union Mutual Life Insurance Company.....	714,065.36	29	38,904.00	49	96,465.65	77	134,190.65	1	1,209.00
State Life Insurance Company of Iowa.....	77,624.32	15	20,497.36	36	54,175.02	46	69,672.33	3	5,000.00
Western Life Insurance Company.....	876,048.40								
<b>Iowa total</b> .....	<b>\$ 7,812,717.36</b>	<b>257</b>	<b>\$ 408,495.63</b>	<b>913</b>	<b>\$ 1,748,462.43</b>	<b>1,095</b>	<b>\$ 1,982,085.10</b>	<b>75</b>	<b>\$ 169,872.98</b>
<b>OTHER THAN IOWA COMPANIES</b>									
Aetna Life Insurance Company.....	\$ 849,602.44	15	\$ 7,258.00	188	\$ 177,695.00	134	\$ 177,378.00	19	\$ 7,875.00
American Bankers Insurance Company.....	21,577.72	5	1,800.00	2	3,900.00	7	5,700.00		
American Central Life Insurance Company.....	3,195.77								
American National Assurance Company.....	6,251.19								
Bankers Life Insurance Company.....	222,159.40	8	25,670.15	19	33,000.00	25	56,670.15	2	3,000.00
Bankers Reserve Life Insurance Company.....	145,530.51	2	3,543.00	9	15,627.50	11	19,170.50		
Berkshire Life Insurance Company.....	64,251.73	5	8,624.00	5	8,624.00	4	7,624.00	1	1,000.00
Central Life Insurance Company of Illinois.....	51,376.35	2	3,000.00	3	12,000.00	5	15,000.00		
Columbian National Life Insurance Company.....	19,170.30			1	1,916.78	1	1,916.78		
Commonwealth Life Insurance Company.....	130,991.30			13	27,250.25	12	26,250.25	1	1,000.00
Connecticut Mutual Life Insurance Company.....	462,652.73	4	5,506.00	69	124,345.00	71	128,261.00	2	1,490.00
Continental Assurance Company.....	3,067.59			1	1,000.00			1	1,000.00
Equitable Life Assurance Society of U. S.....	799,567.27	21	45,489.43	70	135,021.93	87	176,256.36	4	4,255.00
Farmers National Life Insurance Company of America.....	7,652.49			1	2,500.00			1	2,500.00
Federal Life Insurance Company.....	10,750.36	1	2,000.00	2	8,000.00	3	10,000.00		
Fidelity Mutual Life Insurance Company.....	55,472.35		1,892.52	11	15,168.00	11	17,000.52		
Grand Life Insurance Company.....	1,323.63								
Guardian Life Insurance Company.....	165,370.45	6	11,014.00	29	42,347.07	33	49,361.07	2	4,000.00
Home Life Insurance Company.....	12,787.55	1	1,000.00	9	20,659.57	10	21,659.57		
International Life Insurance Company.....	22,544.49	3	6,160.00	4	4,123.00	6	10,125.00	1	167.00
John Hancock Mutual Life Insurance Company.....	104,609.35	1	1,000.00	7	7,012.09	8	8,012.00		
Kansas City Life Insurance Company.....	98,821.53	6	6,000.00	14	18,500.00	19	22,500.00	1	2,000.00
Lincoln National Life Insurance Company.....	4,585.41								
Lutheran International Life Insurance Company.....	2,317.68								
Massachusetts Mutual Life Insurance Company.....	375,513.59	1	2,000.00	22	86,368.00	21	86,398.00	2	3,000.00
Metropolitan Life Insurance Company.....	536,085.79	22	14,115.33	167	124,722.94	182	134,640.32	7	4,197.95
Michigan Mutual Life Insurance Company.....	254,462.35	4	296.94	39	71,857.53	39	71,857.53	4	296.94
Midland Insurance Company.....	1,224.57								
Midwest Life Insurance Company.....	5,347.23								
Missouri State Life Insurance Company.....	85,388.33	5	5,000.00	8	12,261.66	13	17,261.66		

TABLE NO. 10

NAME OF COMPANY	Premiums Received
Morris Plan Insurance Society.....	707,551.31
Mutual Benefit Life Insurance Company.....	1,212,760.81
Mutual Life Insurance Company of New York.....	194,529.14
Mutual Trust Life Insurance Company.....	428,232.03
National Life Insurance Company, U. S. of A.....	102,683.99
National Life Insurance Company.....	234,279.94
New England Mutual Life Insurance Company.....	85,227.29
New World Life Insurance Company.....	1,326,983.55
North American Life Insurance Company.....	141,536.33
Northwestern Mutual Life Insurance Company.....	2,600,945.13
Northwestern National Life Insurance Company.....	139,043.27
Old Colony Life Insurance Company.....	19,967.50
Old Line Life Insurance Company.....	969.71
Pacific Mutual Life Insurance Company.....	126,478.06
Penn. Mutual Life Insurance Company.....	1,055,317.41
Peoria Life Insurance Company.....	183,174.52
Phoenix Mutual Life Insurance Company.....	227,005.17
Prairie Life Insurance Company.....	78,867.83
Provident Life & Trust Company.....	101,083.15
Prudential Insurance Company of America.....	1,465,163.45
Reliance Life Insurance Company.....	80,529.59
Reserve Loan Life Insurance Company.....	24,142.37
Saint Joseph Life Insurance Company.....	26,443.15
Security Mutual Life Insurance Company.....	2,743.54
Standard Life Insurance Company.....	245,336.87
State Life Insurance Company.....	11,988.54
Travelers Insurance Company.....	261,436.49
Union Central Life Insurance Company.....	255,249.79
Union Mutual Life Insurance Company.....	4,789.29
United States Life Insurance Company.....	7,820.54
Non-Iowa total .....	\$ 15,530,524.87
Grand total—Ordinary .....	\$ 23,343,342.41

## INDUSTRIAL

Columbian National Life Insurance Company.....	
Federal Life Insurance Company.....	\$ 83.86
Guardian Life Insurance Company.....	
John Hancock Mutual Life Insurance Company.....	
Metropolitan Life Insurance Company.....	628,813.53
Morris Plan Insurance Society.....	7.44
Prudential Insurance Company of America.....	831,025.06
Industrial total .....	\$ 1,460,736.53
Grand total—Ordinary .....	\$ 23,343,342.41
Grand total .....	\$ 24,804,072.97

—Continued.

Losses and Claims Unpaid Dec. 31, 1918		Losses and Claims Incurred During 1919		Losses and Claims Settled During 1919		Losses and Claims Unpaid Dec. 31, 1919	
No.	Amount	No.	Amount	No.	Amount	No.	Amount
13	14,444.00	110	220,069.00	114	229,828.00	9	4,676.00
15	16,045.00	204	375,783.66	214	390,189.66	5	1,639.05
7	8,759.00	16	20,133.00	21	28,563.00	2	389.00
9	18,600.00	74	110,011.00	77	119,511.00	6	8,500.00
2	6,000.00	13	18,745.40	14	19,745.40	1	5,000.00
4	4,171.00	14	24,868.50	18	29,039.90		
6	6,000.00	3	4,250.00	9	10,250.00		
48	58,884.56	273	439,852.99	300	475,895.80	21	22,841.75
10	15,800.00	11	16,618.96	19	28,348.96	2	3,500.00
62	83,685.54	383	771,845.94	430	832,965.94	15	22,565.54
7	9,533.98	17	17,759.81	21	22,967.60	3	4,326.19
		1	2,000.00	1	2,000.00		
3	3,137.00	22	42,980.00	25	45,917.00	1	200.00
42	75,127.00	87	172,118.00	114	239,953.00	5	7,392.00
3	7,065.68	14	35,913.48	17	42,979.16		
12	15,325.99	32	70,690.62	42	84,016.61	2	2,000.00
3	5,201.12	8	17,184.80	71	22,385.92		
3	3,502.00	8	14,586.00	11	18,068.00		
34	43,500.00	119	157,708.38	145	190,308.38	8	11,000.00
2	2,000.00	3	5,024.91	5	7,024.91	1	5,000.00
		1	5,000.00				
		2	3,000.00	2	3,000.00		
12	17,000.00	41	55,500.00	53	72,500.00		
		1	1,000.00	1	1,000.00		
7	12,136.00	16	135,214.10	21	46,350.10	2	101,000.00
10	32,144.00	63	98,263.13	72	128,386.19	1	2,020.94
2	2,534.33	4	5,296.90	6	7,801.23		
2	3,000.00	3	8,750.00	5	11,750.00		
416	\$ 665,741.57	2,186	\$ 3,802,739.51	2,470	\$ 4,173,048.77	133	\$ 235,432.31
673	\$ 1,009,237.30	3,099	\$ 5,551,201.94	3,565	\$ 6,155,133.87	207	\$ 406,306.27

## BUSINESS

26	\$ 4,182.50	1,538	\$ 176,767.00	1,551	\$ 179,225.50	13	\$ 1,724.00
122	15,506.38	1,231	100,538.75	1,316	172,275.45	37	3,769.08
148	\$ 19,688.88	2,709	\$ 337,306.75	2,867	\$ 351,500.96	50	\$ 5,493.08
673	\$ 1,009,237.20	3,099	\$ 5,551,201.94	3,565	\$ 6,155,133.87	207	\$ 406,306.27
821	\$ 1,028,026.08	5,808	\$ 5,888,507.69	6,432	\$ 6,506,634.82	257	\$ 410,796.95

## IOWA LIFE INSURANCE COMPANIES

## Business Reported 1919

## AMERICAN LIFE INSURANCE COMPANY.

Located at Ninth and Walnut Streets, Des Moines, Iowa.  
 Incorporated February 12, 1899. Commenced business May 1, 1899.  
 H. J. Klemme, President. J. C. Griffith, Secretary.

## CAPITAL STOCK.

Amount of capital paid up.....	\$ 200,875.00
Amount of ledger assets December 31, of previous year .....	2,199,957.16
Extended at .....	\$ 2,199,957.16

## INCOME.

First year's premium on original policies, less reinsurance .....	\$ 237,691.39
Dividends applied to purchase paid-up additions and annuities .....	65.57
Surrender values applied to purchase paid-up insurance and annuities.....	11,042.27
Total new premiums.....	\$ 248,799.23
Renewal premiums, less reinsurance.....	\$ 609,755.56
Dividends applied to pay renewal premiums....	529.55

Total renewal premiums .....	\$ 610,285.10
Extra premiums for total and permanent disability and accidental death benefits included in life policies.....	22,160.15

Total premium income .....	\$ 881,244.48
Consideration for supplementary contracts not involving life contingencies.....	12,003.00
Dividends left with the company to accumulate at interest .....	67.70
Interest on mortgage loans .....	\$ 91,990.56
Interest on collateral loans .....	93.56
Interest on bonds .....	10,356.03
Interest on premium notes, policy loans or liens .....	18,590.60
Interest on deposits .....	1,129.00
Interest on other debts due the company .....	3,043.73

Total interest and rent.....	\$ 125,202.48
From all other sources, total.....	657.13
Profit on sale or maturity of ledger assets.....	10,000.00

Total income .....	\$ 1,029,165.55
Total .....	\$ 3,229,123.01

## DISBURSEMENTS.

Death claims and additions .....	\$ 166,683.29
Matured endowments and additions.....	6,000.00
Total death claims and endowments.....	\$ 172,683.29
For total and permanent disability: Premiums waived during year.....	77.78
Payments made to policyholders.....	890.00
For additional accidental death benefits.....	1,000.00
Premium notes and liens voided by lapse, less \$1,753.89 restorations .....	6,474.32
Surrender values paid in cash, or applied in liquidation of loans or notes.....	34,718.40
Surrender values applied to purchase paid-up insurance and annuities.....	11,042.27
Dividends paid policyholders in cash, or applied in liquidation of loans or notes.....	1,453.45

Dividends applied to pay renewal premiums....	529.55
Dividends applied to purchase paid-up additions and annuities .....	65.57
Dividends left with company to accumulate at interest .....	57.70

Total paid policyholders.....	\$ 228,992.33
Expense of investigation and settlement of policy claims, including legal expenses.....	704.87
Supplementary contracts not involving life contingencies .....	3,475.00
Dividends with interest, held on deposit surrendered during the year.....	545.97
Commissions to agent.....	218,960.95
Agency supervisors and traveling expenses of supervisors .....	15,739.94
Branch office expenses.....	8,374.18
Medical examiners' fees and inspection of risk..	21,937.21
Salaries and all other compensation of officers, directors, trustees and home office employees..	53,415.81
Rent—including company's occupancy of its own buildings .....	4,339.92
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....	18,345.70
Legal expense .....	167.50
Furniture, fixtures and safes .....	1,354.22
Repairs and expenses (other than taxes) on real estate .....	1,630.96
Taxes on real estate.....	740.51
State taxes on premiums.....	10,817.55
Insurance department licenses and fees.....	1,294.65
Federal taxes .....	415.50
All other licenses, fees and taxes.....	7,194.67
All other disbursements, total .....	8,060.56
Agents' balances charged off .....	602.73
Loss on maturity of ledger assets .....	441.68

Total disbursements .....	\$ 607,552.41
Balance .....	\$ 2,621,570.60

## LEDGER ASSETS.

Book value of real estate.....	\$ 45,000.00
Mortgage loans on real estate.....	1,749,950.00
Loans secured by collaterals (Schedule C).....	1,230.00
Loans on company's policies assigned as collateral .....	331,038.07
Premium notes on policies in force.....	52,208.13
Book value of bonds and stocks (Schedule D)...	284,250.00
Cash in office.....	9,508.54
Deposits in trust companies and banks not on interest .....	89,385.70
Deposits in trust companies and banks on interest .....	43,961.97
Agents' balances .....	9,002.18
War Savings stamps, \$524.00; tax sale certificates, \$5,212.01 .....	6,036.01
Total ledger assets.....	\$ 2,621,570.60

## NON-LEDGER ASSETS.

Interest due, \$8,483.41, and accrued \$39,239.31 on mortgages .....	\$ 47,722.72
Interest due and accrued on bonds.....	2,083.38
Interest due and accrued on premium notes, loans or liens .....	2,476.93
Interest due and accrued on other assets.....	1,363.99
Total .....	\$ 53,647.02
Market value of real estate over book value....	5,000.00
Due from companies for losses or claims on policies reinsured (double indemnity).....	1,000.00
Net uncollected and deferred premiums, renewals .....	41,149.67
Gross assets .....	\$ 2,722,367.29

DEDUCT ASSETS NOT ADMITTED

Agents' debit balances.....	\$ 20,970.11	
Premium notes or loans on policies and net premiums in excess of value of their policies.....	11,310.16	
<b>Total</b> .....		\$ 32,280.27
Admitted assets.....		\$ 2,690,087.02

LIABILITIES.

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company's actuary on the following tables of mortality and rates of interest, viz.:		
Actuaries' table at 4 per cent on.....	\$ 626,540.00	
Same for reversionary additions.....	3,296.00	
American experience table at 3 1/2 per cent on... Same for reversionary additions.....	1,687,051.00	
	5,957.00	
<b>Total</b> .....		\$ 2,322,844.00
Deduct net value of risks of this company reinsured.....	10,580.00	
Net reserve.....		\$ 2,312,264.00
Extra reserve for total and permanent disability benefits.....	9,151.00	
Present value amounts not yet due on supplementary contracts not involving life contingencies.....	30,366.00	
Present value of amounts incurred but not yet due for total and permanent disability benefits.....	5,412.15	
Death losses reported, no proofs received.....	16,364.48	
Death losses incurred but not reported.....	7,000.00	
Death losses and other policy claims resisted.....	2,000.00	
<b>Total policy claims</b> .....		\$ 25,364.48
Dividends left with the company to accumulate at interest.....	11,716.58	
Premiums paid in advance, including surrender values so applied.....	4,946.73	
Unearned interest and rent in advance.....	7,404.93	
Commissions due agents on premium notes, when paid.....	2,610.40	
Salaries, rents, office expenses, bills and accounts due or accrued.....	2,070.33	
Medical examiners' and legal fees due or accrued.....	1,392.50	
Estimated amount hereafter payable for federal, state and other taxes.....	13,696.51	
Dividends or other profits due policyholders.....	2,741.64	
Dividends declared on or apportioned to annual dividend policies payable to policyholders to and including March, 1920.....	2,256.72	
Amounts set apart, apportioned, provisionally ascertained, calculated, declared or held awaiting apportionment upon deferred dividend policies.....	23,340.00	
All other liabilities, total.....	3,451.87	
Capital paid up.....	200,475.00	
Unassigned funds (surplus).....	20,525.26	
<b>Total</b> .....		\$ 2,690,087.02

PREMIUM NOTE ACCOUNT

On hand December 31, 1918.....	\$ 45,843.75	
Received during the year on old policies.....	83,640.71	
Restored by revival of policies.....	278.14	
<b>Total</b> .....		\$ 134,762.60
Deductions during the year, as follows:		
Used in payment of losses and claims.....	\$ 150.90	
Used in purchase of surrender policies.....	850.01	
Voided by lapse.....	8,228.21	
Used in payment of dividends to policyholders.....	27.32	
Redeemed by maker in cash.....	73,298.03	
<b>Total reduction of premium note account</b> .....		\$ 82,554.47
<b>Balance note assets at end of year 1919</b> .....		\$ 52,208.13

EXHIBIT OF POLICIES—ORDINARY.

Business Written Exclusive of Group Insurance	Number	Amount
Policies in force, December 31, 1918.....	13,780	\$23,247,354.45
Policies issued, revived and increased during the year	3,805	8,165,308.25
<b>Totals</b> .....	17,585	\$31,412,662.70
Deduct policies which have ceased to be in force during the year:		
By death.....	97	\$ 152,474.74
By maturity.....	6	6,000.00
By disability.....	3	6,000.00
By expiry.....	72	112,000.00
By surrender.....	146	242,140.00
By lapse.....	1,149	2,152,203.00
By decrease.....	24	81,377.55
<b>Totals</b> .....	1,497	\$ 2,752,195.29

Total policies in force at end of year 1919.....	16,088	\$28,660,467.41
Reinsured.....	446	1,316,516.00

BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY.

Policies in force December 31, 1918.....	Number	Amount
	6,731	\$11,113,338.00
Policies issued during the year.....	1,219	2,317,748.00
<b>Totals</b> .....	7,950	\$13,431,084.00
Deduct policies ceased to be in force.....	765	1,272,381.00
<b>Policies in force December 31, 1919</b> .....	7,185	\$12,158,703.00
Losses and claims unpaid December 31, 1918.....	14	15,416.03
Losses and claims incurred during the year.....	53	84,079.34
<b>Totals</b> .....	67	\$ 99,495.37
Losses and claims settled during the year.....	58	89,581.09
Losses and claims unpaid December 31, 1919.....	9	9,904.28
Premiums received.....		374,561.83

GAIN AND LOSS EXHIBIT—INSURANCE.

	Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year (averaging 67.7 per cent on the gross premiums) first year and 12.5 renewals.....	\$252,567.45	
Insurance expenses incurred during the year.....	370,108.06	
Loss from loading.....		\$ 117,540.61
Interest earned during the year.....	134,451.57	
Investment expenses incurred during the year.....	5,635.60	
Net income from investments.....	128,315.97	
Interest required to maintain reserve.....	76,286.60	
Gain from interest.....		\$ 52,529.37
Expected mortality on net amount at risk.....	211,039.96	
Actual mortality on net amount at risk.....	145,302.77	
Gain from mortality.....		65,737.19
Total gain during the year from surrender and lapsed policies.....	11,234.21	
Decrease in surplus on dividend account.....		11,174.15
Increase in special funds and special reserve during the year.....	657.19	1,012.41
Net to profit account.....		

INVESTMENT EXHIBIT.

Total gains from real estate.....	10,000.00	441.68
Total losses from real estate.....		12,139.44
Loss from assets not admitted.....		
Gain from all other sources.....	7,118.14	116.45
Balance unaccounted for.....		
<b>Total gains and losses in surplus during the year</b> .....	\$147,276.10	\$ 142,424.74
Surplus December 31, 1918.....	\$ 15,973.90	
Surplus December 31, 1919.....	20,825.26	4,851.36
Increase in surplus.....		
<b>Totals</b> .....	\$147,276.10	\$ 147,276.10

## AMERICAN TEACHERS LIFE INSURANCE COMPANY.

Located at Nos. 1104-05 Register and Tribune Building, Des Moines, Iowa.  
 Incorporated September 25, 1917. Commenced Business January 1, 1919.  
 Geo. A. Chaney, Acting President. Chas. N. Kinney, Secretary.

CAPITAL STOCK.	
Amount of capital paid up.....	\$ 100,000.00
Amount of ledger assets December 31, of previous year.....	143,293.72
Increase of capital during year.....	3,450.00
Extended at.....	\$ 146,743.72
INCOME.	
First year's premium on original policies less reinsurance.....	\$ 27,658.82
Total new premiums.....	\$ 27,658.82
Renewal premiums less reinsurance.....	401.49
Total renewal premiums.....	401.49
Extra premiums for total and permanent disability and accidental death benefits included in life policies.....	163.00
Total premium income.....	28,223.31
Interest on mortgage loans.....	\$ 3,535.00
Interest on bonds.....	1,342.15
Interest on premium notes, policy loans or liens.....	20.03
Interest on deposits.....	74.44
Interest on other debts due the company.....	645.24
Total interest and rent.....	\$ 6,216.86
From all other sources, total.....	\$ 10,352.50
Total income.....	\$ 44,792.67
Total.....	\$ 191,536.39
DISBURSEMENTS.	
Premium notes and liens voided by lapse.....	\$ 85.50
Commissions to agent.....	17,467.14
Compensation of managers and agents not paid by commission on new business.....	832.50
Agency supervision and traveling expenses of supervisors.....	3,630.36
Medical examiners' fees and inspection of risk.....	2,536.50
Salaries and all other compensation of officers, directors, trustees and home office employees.....	12,039.17
Rent—including company's occupancy of its own buildings.....	1,989.25
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....	4,684.94
Legal expense.....	307.20
Furniture, fixtures and safes.....	748.21
Insurance department licenses and fees.....	267.40
Federal taxes.....	87.58
All other disbursements, total.....	8,810.40
Total disbursements.....	\$ 53,770.25
Balance.....	\$ 137,766.14
LEDGER ASSETS.	
Mortgage loans on real estate.....	\$ 71,900.00
Premium notes on policies in force.....	415.22
Book value of bonds and stocks (Schedule D).....	45,500.00
Cash in office.....	5,989.00
Deposits in trust companies and banks on interest.....	1,676.02
Bills receivable (stock notes).....	11,785.00
Agents' balances.....	500.90
Total ledger assets.....	\$ 137,766.14
NON-LEDGER ASSETS.	
Interest due and accrued on mortgages.....	\$ 1,403.03
Interest due and accrued on bonds.....	423.34
Total.....	\$ 1,826.37
Net uncollected and deferred premiums, new business.....	43.86
Gross Assets.....	\$ 139,636.37

## DEDUCT ASSETS NOT ADMITTED.

Agents' debit balances.....	\$ 1,007.65
Capital (stock notes).....	11,785.00
Premium notes or loans on policies and net premiums in excess of value of their policies.....	326.60
Total.....	\$ 13,119.25
Admitted assets.....	\$ 126,517.12

## LIABILITIES.

American experience, table at 3½ per cent on all policies.....	\$ 5,564.00
Total.....	\$ 5,564.00
Deduct net value of risks of this company reinsured.....	\$ 452.00
Net reserve.....	\$ 5,112.00
Extra reserve for total and permanent disability benefits and for additional accidental death benefits included in life policies.....	32.00
Premiums paid in advance including surrender values so applied.....	\$ 401.49
Salaries, rents, office expenses, bills and accounts due or accrued.....	1,811.94
Medical examiners' and legal fees due or accrued.....	203.00
Estimated amount hereafter payable for federal, state and other taxes.....	500.00
All other liabilities, total.....	232.24
Capital paid up.....	103,450.00
Unassigned funds (surplus).....	14,774.45
Total.....	\$ 126,517.12

## PREMIUM NOTE ACCOUNT.

On hand December 31, 1919.....	\$ 415.22
Received during the year on new policies.....	2,990.45
Total.....	\$ 3,990.45
Deductions during the year as follows:	
Voided by lapse.....	\$ 85.50
Redeemed by maker in cash.....	2,489.73
Total reduction of premium note account.....	\$ 2,575.23
Balance note assets at end of year 1919.....	\$ 415.22

## EXHIBIT OF POLICIES—ORDINARY.

	No.	Amount.
Business Written Exclusive of Group Insurance.		
Policies issued, revived and increased during the year..	554	\$ 884,552.00
Totals.....	554	\$ 884,552.00
Deduct policies which have ceased to be in force during the year:		
By lapse.....	No. 3	Amount. \$ 3,000
By decrease.....		1,000
Totals.....	3	\$ 4,000.00
Total policies in force at end of year 1919.....	551	\$ 880,552.00
Reinsured.....	35	\$ 72,500.00
BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY.		
	No.	Amount.
Policies issued during the year.....	550	\$ 876,552.00
Deduct policies ceased to be in force.....	3	4,000.00
Policies in force December 31, 1919.....	547	\$ 872,552.00
Premium received.....		28,004.81

## GAIN AND LOSS EXHIBIT—INSURANCE.

	Gain in Surplus.	Loss in Surplus.
Loading on actual premiums of the year (averaging 65.3 per cent on the gross premiums) .....	\$ 19,078.89	
Insurance expenses incurred during the year .....	47,374.25	
Loss from loading .....		\$ 28,295.36
Interest earned during the year .....	\$ 6,079.44	
Net income from investments .....	\$ 6,079.44	
Interest required to maintain reserve .....	150.15	
Gain from interest .....	\$ 5,929.29	
Expected mortality on net amount at risk .....	3,686.52	
Gain from mortality .....	3,686.52	
Net to loss account .....		5,260.91

## INVESTMENT EXHIBIT.

Total losses from stocks and bonds .....		\$ 150.00
Additional accidental death benefits .....	\$ 131.00	
Gain from assets not admitted .....	10,514.00	
Net surplus realized from sale of capital stock .....	3,450.00	
Partial payments on capital, less net liability .....	6,587.76	
Balance unaccounted for .....		22.27
Total gains and losses in surplus during the year .....	\$ 30,298.57	\$ 36,728.54
Surplus December 31, 1918 .....	\$ 21,204.42	
Surplus December 31, 1919 .....	14,774.45	
Decrease in surplus (enter to column to balance) .....	6,429.97	
Totals .....	\$ 36,728.54	\$ 36,728.54

## DES MOINES LIFE AND ANNUITY COMPANY.

Located at No. 1204 Register and Tribune Building, Des Moines, Iowa.  
Incorporated June 5, 1917. Commenced Business August 14, 1917.  
A. T. Bennett, President. S. J. Don Carlos, Secretary.

## CAPITAL STOCK.

Amount of capital paid up .....	\$ 500,000.00
Amount of ledger assets December 31, of previous year .....	698,642.31
Increase of capital during year .....	37,065.84
Extended at .....	\$ 735,708.15

## INCOME.

First year's premium on original policies less reinsurance .....	\$ 214,506.70
Total new premiums .....	\$ 214,506.70
Renewal premiums less reinsurance .....	\$ 59,808.96
Coupon reductions applied to pay renewal premiums .....	426.81
Total renewal premiums .....	\$ 60,235.77
Extra premiums for total and permanent disability and accidental death benefits included in life policies .....	11,266.81
Total premium income .....	\$ 286,009.28
Coupon reductions left with the company to accumulate at interest .....	3,821.86
Interest on mortgage loans .....	32,596.34
Interest on bonds .....	2,837.72
Interest on premium notes, policy loans or liens .....	29.59
Interest on deposits .....	1,194.10
Interest on stock notes .....	3,955.92
Total interest and rent .....	\$ 40,613.67

From all other sources, total .....	18,145.99
Agents' balances previously charged off .....	723.70
Increase in book value of ledger assets .....	49.01
Total income .....	\$ 349,363.51
Total .....	\$ 1,085,071.66

## DISBURSEMENTS.

Death claims and additions .....	\$ 8,567.82
Total death claims and endowments .....	\$ 8,567.82
Coupon Reductions paid policyholders in cash, or applied in liquidation of loans or notes .....	\$ 426.81
Coupons left with the company to accumulate at interest .....	3,821.86
Total paid policyholders .....	\$ 12,816.49
Commissions to agent .....	\$ 190,058.53
Compensation of managers and agents not paid by commission on new business .....	15,144.02
Agency supervision and traveling expenses of supervisors .....	961.56
Branch office expenses .....	4,345.63
Medical examiners' fees and inspection of risk .....	17,669.30
Salaries and all other compensation of officers, directors, trustees and home office employees .....	30,268.54
Rent—including company's occupancy of its own own buildings .....	4,237.03
Advertising, printing, stationery, postage, tele- graph, telephone, express and exchange .....	12,719.25
Legal expense .....	762.13
Furniture, fixtures and safes .....	3,699.97
State taxes on premiums .....	3,965.49
Insurance department licenses and fees .....	690.10
Federal taxes .....	5,889.25
All other licenses, fees and taxes .....	87.70
All other disbursements, total .....	4,423.02
Agents' balances charged off .....	3,765.48
Total disbursements .....	\$ 311,483.54
Balance .....	\$ 773,588.12

## LEDGER ASSETS.

Mortgage loans on real estate .....	\$ 620,500.00
Premium notes on policies in force .....	1,969.35
Book value of bonds and stocks (Schedule D) .....	66,870.00
Cash in office .....	6,903.66
Deposits in trust companies and banks not on interest .....	4,170.27
Deposits in trust companies and banks on in- terest .....	47,172.08
Bills receivable .....	36.14
Agents' balances .....	25,966.62
Total ledger assets .....	\$ 773,588.12

## NON-LEDGER ASSETS.

Interest due and accrued on mortgages .....	\$ 16,912.19
Interest due and accrued on bonds .....	474.55
Interest due and accrued on other assets .....	357.79
Total .....	\$ 17,744.53
Net uncollected and deferred premiums, re- newals .....	5,655.30
Gross assets .....	\$ 796,987.95

## DEDUCT ASSETS NOT ADMITTED.

Agents' debit balances .....	\$ 25,985.18
Bills receivable .....	36.14
Premium notes or loans on policies and net pre- miums in excess of value of their policies .....	950.73
Total .....	\$ 26,972.05
Admitted assets .....	\$ 770,015.90



## LIABILITIES.

Net present value of outstanding policies in force on the 31st day of December 1919 as computed on the following tables of mortality and rates of interest, viz:	
Actuaries tables at 3½ per cent on all policies...	\$ 94,399.00
Total .....	\$ 94,399.00
Deduct net value of risks of this company re-insured .....	4,405.15
Net reserve.....	\$ 89,993.85
Extra reserve for total and permanent disability benefits and for additional accidental benefits included in life policies.....	4,598.39
Death losses reported, no proofs received.....	1,000.00
Total policy claims.....	\$ 1,000.00
Coupons left with the company to accumulate at interest.....	4,846.79
Premiums paid in advance including surrender values so applied.....	1,106.28
Salaries, rents, office expenses, bills and accounts due or accrued.....	2,227.22
Medical examiners' and legal fees due or accrued .....	620.00
Estimated amount hereafter payable for federal, state and other taxes.....	4,100.00
Reserve or surplus funds not otherwise included in liabilities.....	3,437.64
Capital paid up.....	500,000.00
Unassigned funds (surplus).....	158,085.72
Total .....	\$ 770,015.90

## PREMIUM NOTE ACCOUNT.

On hand December 31, 1918.....	\$ 254.08
Received during the year on old policies.....	3,880.30
Total .....	\$ 4,134.38
Deductions during the year as follows:	
Voids by lapse.....	\$ 940.56
Redeemed by maker in cash.....	1,224.47
Total reduction of premium note account.....	\$ 2,165.03
Balance note assets at end of year 1919.....	\$ 1,969.35

## EXHIBIT OF POLICIES—ORDINARY.

Business Written Exclusive of Group Insurance.	No.	Amount.
Policies in force December 31, 1918.....	1,984	\$ 2,184,750.00
Policies issued, revived and increased during the year.....	2,866	7,068,083.00
Totals .....	3,950	\$ 9,232,833.00
Deduct policies which have ceased to be in force during the year:		
By death .....	No. Amount	
By lapse .....	243 453,950.00	
By decrease .....	1 2,000.00	
Not taken .....	60 179,150.00	
Totals .....	311	\$ 645,600.00

Total policies in force at end of year 1919.....	3,639	\$ 8,587,233.00
Reinsured .....	208	\$ 748,109.00
BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY.		
Policies in force December 31, 1918.....	1,049	\$ 2,045,725.00
Policies issued during the year.....	2,531	6,235,407.50
Totals .....	3,580	8,281,132.50
Deduct policies ceased to be in force.....	299	601,975.00

Policies in force December 31, 1919.....	3,281	7,679,157.50
Losses and claims unpaid December 31, 1918.....	1	1,000.00
Losses and claims incurred during the year.....	7	8,567.82
Totals .....	8	9,567.82
Losses and claims settled during the year.....	7	8,567.82
Losses and claims unpaid December 31, 1919.....	1	1,000.00
Premium received .....		232,333.85

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain in Surplus.	Loss in Surplus.
Loading on actual premiums of the year (averaging 71.3 first year on the gross premiums) 74.3 renewals.....	\$165,249.00	
Insurance expenses incurred during the year .....	297,209.00	
Loss from loading.....		\$ 131,960.00
Interest earned during the year.....	\$ 41,516.96	
Investment expenses incurred during the year .....	42.03	
Net income from investments.....	\$ 41,474.93	
Interest required to maintain reserve.....	2,740.13	
Gain from interest.....	\$ 38,734.80	
Expected mortality on net amount at risk .....	\$ 47,349.61	
Actual mortality on net amount at risk .....	8,463.82	
Gain from mortality.....		38,885.79
Total gain during the year from surrender and lapsed policies.....	744.00	4,339.38
Decrease in surplus on coupon account		
Decrease in special funds, and special Bank Contract Liability during the year .....		3,323.91
Net to loss account.....		2,791.78

## INVESTMENT EXHIBIT

Total gains from stocks and bonds....	\$ 49.01	\$ 15,903.16
From assets not admitted.....		
Gain from all other sources (sale of capital stock) .....	25,780.98	
Balance unaccounted for.....	144.19	
Total gains and losses in surplus during the year .....	\$104,338.77	\$ 158,318.23
Surplus December 31, 1918.....	\$212,065.19	
Surplus December 31, 1919.....	158,085.73	
Decrease in surplus (enter to column to balance) .....	53,979.46	
Totals .....	\$158,318.23	\$ 158,318.23

## WESTERN LIFE INSURANCE COMPANY.

Located at 720 Sixth Avenue, Des Moines, Iowa.  
 Incorporated April 30, 1907. Commenced business August 27, 1907.  
 Jas. H. Jamison, President. Harry D. St. John, Secretary.

## CAPITAL STOCK.

Amount of capital paid up.....	\$ 193,525.00
Amount of ledger assets December 31, of previous year .....	511,376.42
Extended at .....	\$ 511,376.42
INCOME.	
First year's premium on original policies less reinsurance .....	\$ 130,899.33
Surrender values applied to purchase paid-up insurance and annuities.....	2,631.48
Total new premiums.....	\$ 133,530.81
Renewal Premiums, less reinsurance.....	222,661.03
Coupons applied to pay renewal premiums.....	994.10
Total renewal premiums.....	\$ 223,655.13
Extra premiums for total and permanent disability and accidental death benefits included in life policies .....	18,862.46
Total premium income.....	\$ 376,048.40

Coupons left with the company to accumulate at interest .....		11,553.93
Interest on mortgage loans .....	\$ 21,629.82	
Interest on bonds .....	2,099.33	
Interest on premium notes, policy loans or liens .....	1,379.71	
Interest on deposits .....	867.19	
Interest on incumbrances .....	10,100.00	
Total interest and rent .....	36,076.05	
From all other sources, total .....	11,332.46	
Total income .....	\$ 435,016.84	
Total .....	\$ 946,387.26	

## DISBURSEMENTS

Death claims and additions .....	\$ 68,249.68	
Total death claims and endowments .....	\$ 68,249.68	
For total and permanent disability:		
Premiums waived during year .....	62.70	
Payments made to policyholders .....	360.00	
For additional accidental death benefits .....	1,000.00	
Premium notes and liens voided by lapse, less \$362.10 restorations .....	2,531.51	
Surrender values paid in cash, or applied in liquidation of loans or notes .....	6,321.17	
Surrender values applied to purchase paid-up insurance and annuities .....	2,631.46	
Coupons paid policyholders in cash, or applied in liquidation of loans or notes .....	197.59	
Coupons applied to pay renewal premiums .....	994.10	
Coupons left with the company to accumulate at interest .....	11,553.93	
Total paid policyholders .....	\$ 93,812.16	
Coupons with interest, held on deposit surrendered during the year .....	772.72	
Commissions to agents .....	117,384.24	
Compensation of managers and agents not paid by commission on new business .....	7,937.93	
Agency supervision and traveling expenses of supervisors .....	4,254.96	
Branch office expenses .....	657.15	
Medical examiners' fees and inspection of risk .....	11,461.17	
Salaries and all other compensation of officers, directors, trustees, and home office employees .....	31,397.63	
Rent—including \$5,000 for company's occupancy of its own buildings .....	5,000.00	
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange .....	13,065.87	
Furniture, fixtures and safes .....	992.83	
Repairs and expenses (other than taxes) on real estate .....	2,757.08	
Taxes on real estate .....	3,699.74	
State taxes on premiums .....	1,402.91	
Insurance Department licenses and fees .....	729.30	
Federal taxes .....	3,486.20	
All other licenses, fees and taxes .....	402.99	
All other disbursements, total .....	5,600.33	
Agents' balances charged off .....	38.53	
Total disbursements .....	\$ 304,852.60	
Balance .....	\$ 641,534.66	

## LEDGER ASSETS

Book value of real estate .....	\$ 102,040.20
Mortgage loans on real estate .....	397,300.00
Loans on company's policies assigned as collateral .....	11,754.43
Premium notes on policies in force .....	17,244.42
Book value of bonds and stocks (Schedule D) .....	79,946.40
Cash in office .....	26.48
Deposits in trust companies and banks not on interest .....	22,368.13

Deposits in trust companies and banks on interest .....	4,716.15
Bills receivable .....	4,193.88
Agents' balances .....	1,944.57
Total ledger assets .....	\$ 641,534.66

## NON-LEDGER ASSETS

Interest due \$8,560, and accrued \$8,198.25, on mortgages .....	\$ 16,758.25
Interest due and accrued on bonds .....	745.50
Interest due and accrued on premium notes, loans or liens .....	684.23
Total .....	\$ 18,187.98
Market value of real estate over book value .....	47,959.80
Net uncollected and deferred premiums, renewals .....	11,635.02
Gross assets .....	\$ 719,317.46

## DEDUCT ASSETS NOT ADMITTED

Agents' debit balances .....	\$ 1,944.57
Loans on personal security .....	4,193.88
Premium notes or loans on policies and net premiums in excess of value of their policies .....	620.12
Book value of ledger assets over market value, bonds .....	2,332.46
Total .....	\$ 9,091.03
Admitted assets .....	\$ 710,226.43

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: Actuaries table at 4 per cent on Participating Policies .....	\$ 225,872.00
American experience table at 3½ per cent on Non-Participating Illinois Standard .....	254,414.00
Total .....	\$ 480,286.00
Deduct net value of risks of this company reinsured .....	13,797.00
Net reserve .....	\$ 466,489.00
Extra reserve for total and permanent disability benefits, \$5,412 and for additional accidental death benefits \$4,087, included in life policies .....	9,499.00
Present value amounts not yet due on supplementary contracts not involving life contingencies .....	362.00
Death losses due and unpaid .....	1,000.00
Death losses in process of adjustment .....	4,000.00
Total policy claims .....	\$ 5,000.00
Coupons left with the company to accumulate at interest .....	21,568.89
Premiums paid in advance including surrender values so applied .....	2,367.03
Unearned interest and rent in advance .....	198.08
Medical examiners' and legal fees due or accrued .....	400.00
Estimated amount hereafter payable for federal, state and other taxes .....	2,000.00
Amounts set apart, apportioned, provisionally ascertained, calculated, declared or held awaiting apportionment upon deferred dividend policies .....	6,500.00
Capital paid-up .....	193,525.00
Unassigned funds (surplus) .....	2,317.43
Total .....	\$ 710,246.43

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918.....	\$ 12,458.73	
Received during the year on old policies.....	28,929.88	
<b>Total</b> .....		\$ 41,388.61
Deductions during the year as follows:		
Voided by lapse.....	2,531.51	
Redeemed by maker in cash.....	21,612.68	
<b>Total reduction of premium note account</b> .....		\$ 24,144.19
<b>Balance note assets at end of year 1919</b> .....		\$ 17,244.42

## EXHIBIT OF POLICIES—ORDINARY.

Business Written Exclusive of Group Insurance.	No.	Amount.
Policies in force, December 31, 1918.....	4,825	\$ 8,504,593.00
Policies issued, revived and increased during the year..	2,389	4,487,929.00
<b>Totals</b> .....	7,214	\$12,992,522.00
Deduct policies which have ceased to be in force during the year:		
By death.....	36	\$ 53,187.00
By expiry.....	8	10,000.00
By surrender.....	60	93,042.00
By lapse.....	630	1,234,303.00
By decrease.....		64,977.00
<b>Totals</b> .....	734	\$ 1,455,510.00
<b>Total policies in force at end of year 1919</b> .....	6,480	\$11,537,012.00
Reinsured .....		1,821,639.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY.

	No.	Amount.
Policies in force December 31, 1918.....	4,769	\$ 8,304,271.00
Policies issued during the year.....	2,075	3,850,888.00
<b>Totals</b> .....	6,844	\$12,155,159.00
Deduct policies ceased to be in force.....	565	1,081,865.00
<b>Policies in force December 31, 1919</b> .....	6,279	\$11,073,294.00
Losses and claims unpaid December 31, 1918.....	13	20,497.36
Losses and claims incurred during the year.....	36	54,175.02
<b>Totals</b> .....	49	\$ 74,672.38
Losses and claims settled during the year.....	46	69,672.38
Losses and claims unpaid December 31, 1919.....	3	5,000.00
Premium received.....		376,048.40

## GAIN AND LOSS EXHIBIT—INSURANCE.

	Gain in Surplus.	Loss in Surplus.
Loading on actual premiums of the year (averaging 40 per cent on the gross premiums).....	\$145,052.53	
Insurance expenses incurred during the year.....	208,992.45	
<b>Loss from loading</b> .....		\$ 63,939.92
Interest earned during the year.....	\$ 37,445.25	
Investment expenses incurred during the year.....	3,699.74	
<b>Net income from investments</b> .....	\$ 33,745.51	
Interest required to maintain reserve..	13,654.80	
<b>Gain from interest</b> .....	\$ 20,090.71	
Expected mortality on net amount at risk .....	58,956.97	
Actual mortality on net amount at risk	50,093.24	
<b>Gain from mortality</b> .....		\$ 8,863.73

Total gain during the year from surrendered and lapsed policies.....	8,477.75	12,749.67
Decrease in surplus on dividend account		
Decrease in special funds and special reserve during the year.....	1,466.00	

## INVESTMENT EXHIBIT.

Total gains from real estate.....	\$ 100.00	
Loss on other investments, viz: Re-insurance collected .....		2,000.00
Gain from assets not admitted.....		794.30
Net gain on account of total and permanent disability benefits or additional accidental death benefits included in life policies.....	12,847.76	
Contributed to surplus.....	9,000.00	
Discount .....	2,332.46	
<b>Total gains and losses in surplus during the year</b> .....	\$ 63,178.41	\$ 79,483.89
Surplus December 31, 1918.....	\$ 18,622.91	
Surplus December 31, 1919.....	2,317.43	
Decrease in surplus (enter to column to balance).....	16,305.48	
<b>Totals</b> .....	\$ 79,483.89	\$ 79,483.89

## BANKERS LIFE COMPANY.

Located at Fourth and Walnut Streets, Des Moines, Iowa.  
 Incorporated June 30, 1879. Commenced Business September 2, 1879.  
 Geo. Kuhns, President. G. W. Fowler, Secretary.

## CAPITAL STOCK.

Amount of ledger assets December 31, of previous year.....	\$35,223,258.26
Extended at.....	\$35,223,258.26

## INCOME.

First year's premium on original policies less re-insurance .....	\$ 2,081,776.02
Surrender values to pay first year's premiums...	998.52
Dividends applied to purchase paid-up additions and annuities.....	37,994.39
Consideration for supplementary contracts involving life contingencies.....	10,121.00
<b>Total new premiums</b> .....	\$ 2,130,889.93
Renewal premiums less reinsurance.....	\$ 8,578,175.34
Dividends applied to pay renewal premiums....	243,711.23
Surrender values applied to pay renewal premiums .....	19.08
<b>Total renewal premiums</b> .....	\$ 8,821,905.65
Extra premiums for total and permanent disability and accidental death benefits included in life policies.....	\$ 70,504.53
<b>Total premium income</b> .....	\$11,023,300.11
Premiums reported during year on U. S. monthly difference list.....	1,765.13
Consideration for supplementary contracts not involving life contingencies.....	51,031.56
Dividends left with the company to accumulate at interest.....	22,010.34

Interest on mortgage loans.....	\$ 1,658,599.30
Interest on bonds.....	146,720.97
Interest on premium notes, policy loans or liens.....	42,527.10
Interest on deposits.....	33,312.18
Interest on other debts due the company.....	200.68
Interest on incumbrances.....	2,642.28
<b>Total interest and rent.....</b>	<b>\$ 1,884,102.61</b>
From all other sources, total.....	17,403.86
Borrowed money (gross).....	560,900.00
<b>Total income.....</b>	<b>\$13,559,613.60</b>
<b>Total.....</b>	<b>\$48,782,871.86</b>

## DISBURSEMENTS.

Death claims and additions.....	\$ 6,003,679.68
<b>Total death claims and endowments.....</b>	<b>\$ 6,003,679.68</b>
For additional accidental death benefits.....	\$ 21,500.00
Premium notes and liens voided by lapse, less \$4,622.03 restorations.....	17,220.75
Surrender values paid in cash, or applied in liquidation of loans or notes.....	115,881.85
Surrender values applied to pay new and renewal premiums.....	1,017.60
Dividends paid policyholders in cash, or applied in liquidation of loans or notes.....	6,722.38
Dividends applied to pay renewal premiums.....	243,711.23
Dividends applied to purchase paid-up additions and annuities.....	37,994.39
Dividends left with the company to accumulate at interest.....	22,010.34
<b>Total paid policyholders.....</b>	<b>\$ 6,469,737.92</b>
Expense of investigation and settlement of policy claims, including legal expenses.....	4,891.61
Supplementary contracts not involving life contingencies.....	15,365.58
Dividend with interest, held on deposit surrendered during the year.....	7,018.13
Commission to agent.....	1,400,109.49
Commuted renewal commissions.....	23,820.00
Agency supervision and traveling expenses of supervisors.....	270,913.74
Branch office expenses.....	112,890.53
Medical examiners' fees and inspection of risk.....	140,091.40
Salaries and all other compensation of officers, directors, trustees and home office employees.....	410,206.28
Rent—including company's occupancy of its own buildings.....	42,500.00
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....	215,324.00
Legal expenses.....	925.17
Furniture, fixtures and safes.....	46,062.40
Repairs and expenses (other than taxes) on real estate.....	74,657.00
Taxes on real estate.....	1,673.89
State taxes on premiums.....	161,939.59
Insurance department licenses and fees.....	6,136.85
All other licenses, fees and taxes.....	57,047.94
All other disbursements, total.....	123,561.74
Agents' balances charged off.....	16,345.58
Borrowed money repaid.....	1,220,000.00
Interest on borrowed money.....	3,658.40
<b>Total disbursements.....</b>	<b>\$10,750,970.81</b>
<b>Balance.....</b>	<b>\$38,031,901.05</b>

## LEDGER ASSETS.

Book value of real estate.....	\$ 60,000.00
Mortgage loans on real estate.....	32,447,516.72
Premiums reported on U. S. monthly difference list.....	1,839.22

Loans on company's policies assigned as collateral.....	\$58,563.67
Premium notes on policies in force.....	335,801.67
Book value of bonds and stocks (Schedule D).....	3,749,984.74
Deposits in trust companies and banks not on interest.....	28,792.61
Deposits in trust companies and banks on interest.....	513,498.72
Bills receivable.....	6,797.47
Agents' balances, debit.....	\$167,608.24
Agents' credit.....	138,502.01
Agents' net.....	29,106.23
<b>Total ledger assets.....</b>	<b>\$38,031,901.05</b>

## NON-LEDGER ASSETS.

Interest due and accrued on mortgages.....	\$ 901,783.62
Interest accrued on bonds.....	37,796.77
Interest due \$18,809.70, and accrued \$27,082.74 on premium notes, loans or liens.....	45,892.44
Interest due and accrued on other assets.....	59.73
<b>Total.....</b>	<b>\$ 985,532.56</b>
Net uncollected and deferred premiums, new business.....	114,399.35
Net uncollected and deferred premiums, renewals.....	787,587.81
<b>Gross assets.....</b>	<b>\$39,919,420.77</b>

## DEDUCT ASSETS NOT ADMITTED.

Agents' debit balances.....	\$ 167,608.24
Bills receivable.....	6,797.47
Premium notes or loans on policies and net premiums in excess of value of their policies.....	288,657.93
Book value of ledger assets over market value, bonds and stocks.....	7,500.00
<b>Total.....</b>	<b>\$ 470,563.64</b>
<b>Admitted assets.....</b>	<b>\$39,448,857.13</b>

## LIABILITIES.

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: American experience table at 3½ per cent on assessment certificates valued as yearly Renewable policies as provided by Chap. 83 Acts of the 32d Gen. Assembly of Iowa issued prior to November 1, 1911.....	\$ 2,759,139.05
American experience table at 3½ per cent on level premium policies issued since November 1, 1911.....	17,905,552.62
Same for reversionary additions.....	308,499.00
Present value of supplementary contracts involving life contingencies valued by the American 3 per cent table.....	10,339.00
<b>Total.....</b>	<b>\$20,983,529.67</b>
Deduct net value of risks of this company re-insured.....	14,957.00
<b>Net reserve.....</b>	<b>\$20,968,572.67</b>
Extra reserve for total and permanent disability benefits \$56,142.00 and for additional accidental death benefits \$15,442.00 included in life policies.....	\$ 71,584.00
Present value amounts not yet due on supplementary contracts not involving life contingencies.....	\$ 97,204.00
Death losses in process of adjustment.....	49,000.00
Death losses reported, no proofs received.....	255,097.00
Death losses incurred but not reported.....	120,000.00
Death losses and other policy claims resisted.....	24,000.00
Claims for total and permanent disability benefits and accidental death benefits resisted.....	5,000.00
<b>Total policy claims.....</b>	<b>\$ 483,097.00</b>

Dividends left with the company to accumulate at interest.....	162,286.00
Premiums paid in advance including surrender values so applied.....	23,446.57
Unearned interest and rent in advance.....	11,843.52
Commissions due agents on premium notes when paid.....	4,000.00
Salaries, rents, office expenses, bills and accounts due or accrued.....	12,879.33
Medical examiners' and legal fees due or accrued.....	14,810.00
Estimated amount hereafter payable for federal, state and other taxes.....	250,000.00
Dividends or other profits due policyholders.....	669.66
Dividends declared on or apportioned to annual dividend policies payable to policyholders to and including June 30, 1920.....	285,000.00
Reserve or surplus funds not otherwise included in liabilities guarantee fund.....	4,453,150.42
Emergency reserve fund in excess of item 2 above.....	10,440,271.98
Exchange addition fund.....	1,521,851.15
All other liabilities, total deposits of members.....	13,389.88
Contingency reserve.....	634,800.89
<b>Total</b> .....	<b>\$ 29,448,557.13</b>

## PREMIUM NOTE ACCOUNT.

On hand December 31, 1918.....	\$ 181,003.50
Received during the year on new policies.....	751,033.63
Received during the year on old policies.....	175,039.15
Restored by revival of policies.....	4,623.03
<b>Total</b> .....	<b>\$ 1,111,699.31</b>
Deductions during the year as follows:	
Voided by lapse.....	21,843.78
Redeemed by maker in cash.....	754,053.86
<b>Total reduction of premium note account...</b>	<b>\$ 775,897.64</b>
<b>Balance note assets at end of year 1919.....</b>	<b>\$ 335,801.67</b>

## EXHIBIT OF POLICIES—ORDINARY.

Business Written Exclusive of Group Insurance.	No.	Amount.
Policies in force, December 31, 1918.....	208,086	\$446,933,871.00
Policies issued, revived and increased during the year.....	25,047	74,319,553.00
<b>Totals</b> .....	<b>233,133</b>	<b>\$521,253,424.00</b>
Deduct policies which have ceased to be in force during the year:		
By death.....	2,618	5,559,518.00
By expiry.....	99	225,626.00
By surrender.....	2,130	4,501,484.00
By lapse.....	6,513	15,635,874.00
By decrease.....		723,532.00
<b>Totals</b> .....	<b>11,360</b>	<b>\$ 26,646,034.00</b>
<b>Total policies in force at end of year 1919.....</b>	<b>221,773</b>	<b>\$494,607,390.00</b>
Reinsured.....	322	2,790,404.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY.

Policies in force December 31, 1918.....	32,114	\$ 68,752,741.00
Policies issued during the year.....	3,581	10,608,848.00
<b>Totals</b> .....	<b>35,695</b>	<b>\$ 79,361,589.00</b>
Deduct policies ceased to be in force.....	1,467	3,240,120.00
Policies in force December 31, 1919.....	34,228	76,121,469.00
Losses and claims unpaid December 31, 1918.....	51	102,523.80
Losses and claims incurred during the year.....	320	665,677.00
<b>Totals</b> .....	<b>371</b>	<b>\$ 765,200.80</b>
Losses and claims settled during the year.....	343	\$ 708,091.80
Losses and claims unpaid December 31, 1919.....	28	60,109.00
<b>Premium received.....</b>		<b>1,160,397.48</b>

## GAIN AND LOSS EXHIBIT—INSURANCE.

	Gain in Surplus.	Loss in Surplus.
Loading on actual premiums of the year (averaging 20.9 per cent on the gross premiums).....	\$2,335,613.57	
Insurance expenses incurred during the year.....	3,005,749.06	
Loss from loading.....		\$ 670,135.49
Interest earned during the year.....	1,905,273.81	
Investment expenses incurred during the year.....	91,431.86	
Net income from investments.....	\$1,813,841.95	
Interest required to maintain reserve.....	609,764.81	
<b>Gain from interest.....</b>		<b>\$ 1,204,077.14</b>
Expected mortality on net amount at risk.....	8,099,373.21	
Actual mortality on net amount at risk.....	5,376,539.78	
<b>Gain from mortality.....</b>		<b>\$ 2,722,833.43</b>
Expected disbursements to annuitants.....	\$ 66.18	
Loss from annuities.....		66.18
<b>Total gain during the year from surrendered and lapsed policies.....</b>	<b>122,088.25</b>	
Decrease in surplus on dividend account.....		299,110.11
Decrease in special funds and special reserve during the year.....	693,261.17	
<b>Net to loss account.....</b>		<b>\$ 24,394.43</b>

## INVESTMENT EXHIBIT.

Total losses from stocks and bonds.....	\$ 194.40
Loss on account of total and permanent disability benefits or additional accidental death benefits included in life policies.....	10,714.47
Loss from assets not admitted.....	157,044.46
Loss from all other sources (give items and amounts):	
Paid to beneficiaries from special funds.....	1,644,704.71
<b>Total gains and losses in surplus during the year.....</b>	<b>\$ 4,742,259.99</b>
Surplus December 31, 1918.....	\$382,315.77
Surplus December 31, 1919.....	634,800.89
Increase in surplus (enter to column to balance).....	\$ 252,485.12
<b>Totals</b> .....	<b>\$ 4,742,259.99</b>

## CENTRAL LIFE ASSURANCE SOCIETY OF THE U. S. (MUTUAL) CO.

Located at Central Life Building.  
Incorporated February 18, 1896. Commenced Business February 20, 1896.  
Geo. B. Peak, President. T. C. Denny, Secretary.

## CAPITAL STOCK.

Amount of ledger assets December 31 of previous year.....	\$ 6,659,429.90
Extended at.....	\$ 6,659,429.90

## INCOME.

First year's premium on original policies less reinsurance.....	\$ 850,341.47
Dividends applied to purchase paid-up additions and annuities.....	8,015.27
Surrender values applied to purchase paid-up insurance and annuities.....	20,209.36
Consideration for supplementary contracts involving life contingencies.....	10,000.00
<b>Total new premiums</b> .....	<b>\$ 888,566.10</b>

Renewal premiums less reinsurance.....	\$ 1,759,698.20
Dividends applied to pay renewal premiums.....	17,488.68
Allotments applied to pay renewal premiums.....	2,159.38
<b>Total renewal premiums.....</b>	<b>\$ 1,779,346.26</b>
Extra premiums for total and permanent disability and accidental death benefits included in life policies.....	84,565.35
Premiums on Y. M. C. A. War Riders.....	62.50
<b>Total premium income.....</b>	<b>\$ 2,752,540.21</b>
Premiums reported during year on U. S. monthly difference list.....	999.30
Consideration for supplementary contracts not involving life contingencies.....	8,530.00
Dividends left with the company to accumulate at interest.....	2,995.09
Allotments left with the company to accumulate at interest.....	743.26
Interest on mortgage loans.....	\$ 275,574.09
Interest on bonds.....	28,150.03
Interest on premium notes, policy loans or liens.....	55,908.19
Interest on deposits.....	5,481.66
Interest on bills receivable.....	1,672.46
Rents—including \$11,053.50 for company's occupancy of its own buildings less \$3,718.75 interest on incumbrances.....	40,753.98
<b>Total interest and rent.....</b>	<b>\$ 407,540.41</b>
From all other sources, total.....	6,472.53
Agents' balances previously charged off.....	191.81
Profit on sale or maturity of ledger assets.....	26,243.18
Increase in book value of ledger assets.....	105,378.91
<b>Total income.....</b>	<b>\$ 3,574,134.70</b>
<b>Total.....</b>	<b>\$10,233,564.60</b>

## DISBURSEMENTS.

Death claims and additions.....	\$ 699,035.24
Matured endowments and additions.....	12,500.00
<b>Total death claims and endowments.....</b>	<b>\$ 711,535.24</b>
For total and permanent disability:	
Premiums waived during year.....	94.71
Payments made to policyholders.....	316.64
For additional accidental death benefits.....	14,000.00
Premium notes and liens voided by lapse less \$3,015.52 restorations.....	2,595.56
Surrender values paid in cash, or applied in liquidation of loans or notes.....	112,755.87
Surrender values applied to purchase paid-up insurance and annuities.....	20,209.36
Dividends paid policyholders in cash, or applied in liquidation of loans or notes.....	43,494.37
Allotment paid policyholders in cash, or applied in liquidation of loans or notes.....	37.14
Dividends applied to pay renewal premiums.....	17,488.68
Allotments applied to pay renewal premiums.....	2,159.38
Dividends applied to purchase paid-up additions and annuities.....	8,015.27
Dividends left with the company to accumulate at interest.....	2,995.09
Allotments left with the company to accumulate at interest.....	743.26
<b>Total paid policyholders.....</b>	<b>\$ 936,440.57</b>
Expense of investigation and settlement of policy claims, including legal expenses.....	\$ 2,552.52
Supplementary contracts not involving life contingencies.....	6,580.41
Allotments involving life contingencies.....	570.70
Dividends with interest, held on deposit surrendered during the year.....	714.44

Allotments with interest, held on deposit surrendered during the year.....	1,610.74
Commissions to agent.....	730,393.46
Compensation of managers and agents not paid by commission on new business.....	21,212.50
Agency conventions, banquets, etc.....	2,617.57
Agency supervision and traveling expenses of supervisors.....	12,199.25
Other agents' traveling expenses.....	516.43
Branch office expenses.....	29,169.29
Traveling expenses to managers and officers.....	1,221.01
Medical examiners' fees and inspection of risk.....	80,564.48
Salaries and all other compensation of officers, directors, trustees and home office employees.....	143,847.38
Rent—including company's occupancy of its own buildings.....	11,053.50
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....	50,333.83
Legal expense.....	281.10
Furniture, fixtures and safes.....	7,203.43
Repairs and expenses (other than taxes) on real estate.....	16,319.48
Taxes on real estate.....	8,318.24
State taxes on premiums.....	38,133.55
War tax on insurance policies.....	25,689.12
Insurance department licenses and fees.....	4,868.32
All other licenses, fees and taxes.....	1,559.53
All other disbursements, total.....	26,281.54
Agents' balances charged off.....	4,221.50
Borrowed money repaid.....	262,509.00
Interest on borrowed money.....	3,151.05
<b>Total disbursements.....</b>	<b>\$ 2,430,065.24</b>
<b>Balance.....</b>	<b>\$ 7,803,499.36</b>

## LEDGER ASSETS.

Book value of real estate.....	\$ 325,000.00
Mortgage loans on real estate.....	5,573,357.50
Premiums reported on U. S. monthly difference list.....	1,029.58
Loans on company's policies assigned as collateral.....	896,775.46
Premium notes on policies in force.....	9,250.58
Book value of bonds and stocks (Schedule D).....	722,711.67
Cash advanced to officers.....	800.00
Cash in office.....	475.00
Deposits in trust companies and banks not on interest.....	2,093.42
Deposits in trust companies and banks on interest.....	174,812.78
Bills receivable.....	33,530.40
Agents' balances.....	62,834.97
War Savings Stamps.....	828.00
<b>Total ledger assets.....</b>	<b>\$ 7,803,499.36</b>

## NON-LEDGER ASSETS.

Interest due and accrued on mortgages.....	\$ 137,865.20
Interest due and accrued on bonds.....	7,782.77
Interest due and accrued on premium notes, loans or liens.....	282.27
Accrued interest on C. D., \$583.35, W. S. S., \$42.00, and collateral treasury bonds, \$21.00..	646.35
Rents due and accrued on company's property.....	42.50
<b>Total.....</b>	<b>\$ 146,619.09</b>
Net uncollected and deferred premiums, new business.....	647.37
Net uncollected and deferred premiums, renewals.....	165,650.73
All other assets, total.....	10,583.99
<b>Gross assets.....</b>	<b>\$ 8,126,950.54</b>

## DEDUCT ASSETS NOT ADMITTED.

Supplies, printed matter and stationery.....	\$ 4,000.00	
Furniture, fixtures and safes .....	6,000.00	
Agents' debit balances.....	85,415.77	
Cash advanced to or in hands of officers or agents	800.00	
Bills receivable.....	33,530.40	
Premium notes or loans on policies and net premiums in excess of value of their policies....	8,097.81	
Book value of ledger assets over market value, bonds and stocks.....	6,237.48	
Book value of other ledger assets, certificates, of deposit.....	100.00	
<b>Total .....</b>	<b>\$ 144,081.46</b>	
<b>Admitted assets.....</b>	<b>\$ 7,982,899.08</b>	

## LIABILITIES.

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: Actuaries table at 4 per cent on policies issued prior to January 1, 1908, including a few issued after January 1, 1908.....	\$ 1,720,680.96	
American experience table of 3½ per cent on policies issued prior to January 1, 1908, including a few issued during 1908.....	32,661.44	
American experience table at 3½ per cent on policies issued after January 1, 1908.....	5,191,179.60	
<b>Total .....</b>	<b>\$ 6,944,522.00</b>	
Deduct net value of risks of this company re-insured .....	25,788.00	
<b>Net reserve .....</b>	<b>\$ 6,918,734.00</b>	
Extra reserve for total and permanent disability benefits \$21,062.38, and for additional accidental death benefits \$21,220.30, included in life policies .....	42,282.68	
Present value amounts not yet due on supplementary contracts not involving life contingencies .....	30,273.00	
Present value involving life contingencies.....	9,773.90	
Present value of amounts incurred but not yet due for total and permanent disability benefits .....	3,962.00	
Death losses in process of adjustment.....	14,030.00	
Death losses reported, no proofs received.....	17,000.00	
Death losses incurred but not reported.....	15,000.00	
Matured endowments due and unpaid.....	3,000.00	
Claims for total and permanent disability benefits and accidental death benefits resisted.....	7,500.00	
<b>Total policy claims.....</b>	<b>56,530.00</b>	
Due and unpaid on supplementary contracts not involving life contingencies .....	100.00	
Dividends left with the company to accumulate at interest .....	6,924.48	
Allotments left with the company to accumulate at interest .....	5,768.51	
Premiums paid in advance, including surrender values so applied .....	10,152.78	
Unearned interest and rent in advance.....	24,554.00	
Commissions due agents on premium notes, when paid to agents due or accrued.....	555.00	
Salaries, rents, office expenses, bills and accounts due or accrued.....	5,635.45	
Medical examiners' and legal fees due or accrued	7,000.00	
Estimated amount hereafter payable for federal, state and other taxes .....	6,246.00	
Dividends or other profits due policyholders.....	77,309.00	
Dividends declared or apportioned to deferred dividend policies payable to policyholders....	2,869.57	
	<b>68,992.50</b>	

Amounts set apart, apportioned, provisionally ascertained, calculated, declared or held awaiting apportionment upon deferred dividend policies .....	273,590.14
All other liabilities, total .....	17,651.96
Unassigned funds (surplus) .....	413,494.38
<b>Total .....</b>	<b>\$ 7,982,899.08</b>

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918.....	\$ 6,652.40	
Received during the year on old policies.....	32,943.22	
Restored by revival of policies.....	3,016.51	
<b>Total .....</b>	<b>\$ 42,612.13</b>	
Deductions during the year as follows:		
Voided by lapse .....	\$ 5,612.07	
Redeemed by maker in cash.....	27,749.48	
<b>Total reduction of premium note account.....</b>	<b>33,361.55</b>	
<b>Balance note assets at end of year 1919.....</b>	<b>\$ 9,250.58</b>	

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies in force, December 31, 1919.....	38,130	\$63,867,715.00
Policies issued, revived and increased during the year	12,691	28,219,031.00
<b>Totals .....</b>	<b>50,821</b>	<b>\$92,086,746.00</b>

Deduct policies which have ceased to be in force during the year:

	No.	Amount
By death .....	327	\$ 594,275.00
By maturity .....	8	12,500.00
By expiry .....	327	415,600.00
By surrender .....	355	593,810.00
By lapse .....	3,117	5,637,375.00
By decrease .....	4	54,912.00
<b>Totals .....</b>	<b>4,138</b>	<b>\$ 7,309,472.00</b>
<b>Total policies in force at end of year 1919.....</b>	<b>46,683</b>	<b>\$84,777,274.00</b>

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

	No.	Amount
Policies in force December 31, 1918.....	10,867	\$18,431,427.50
Policies issued during the year (includes migrations to 115—191,000; revivals 169—387,500; increases 0—\$18,172.50) .....	3,412	7,992,647.50
<b>Totals .....</b>	<b>14,279</b>	<b>\$26,424,075.00</b>
Deduct policies ceased to be in force (includes 286—456,530 migrations from) .....	1,223	2,213,690.00
<b>Policies in force December 31, 1919.....</b>	<b>13,056</b>	<b>\$24,210,385.00</b>
Losses and claims unpaid December 31, 1918.....	34	52,496.31
Losses and claims incurred during the year.....	58	137,750.00
<b>Totals .....</b>	<b>82</b>	<b>\$ 190,246.41</b>
Losses and claims settled during the year.....	81	188,745.41
Losses and claims unpaid December 31, 1919.....	1	1,500.00
Premium received .....		786,579.07

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain	Loss
	In Surplus	In Surplus
Loading on actual premiums of the year (averaging 29 per cent on the gross premiums) .....	\$ 797,365.81	
Insurance expenses incurred during the year .....	1,175,976.88	
<b>Loss from loading .....</b>		<b>\$ 378,611.07</b>

Interest earned during the year.....	\$ 416,452.44	
Investment expenses incurred during the year .....	46,827.00	
Net income from investments.....	\$ 369,625.44	
Interest required to maintain reserve .....	230,984.07	
Gain from interest .....		\$ 138,641.37
Expected mortality on net amount at risk .....	\$ 688,216.55	
Actual mortality on net amount at risk .....	430,271.35	
Gain from mortality .....		257,945.20
Total gain during the year from surrendered and lapsed policies.....		28,667.58
Increase in surplus on dividend account .....		9,006.48
Increase in special funds and special reserve during the year.....		200,000.00
Net to account .....		21,141.00

## INVESTMENT EXHIBIT

Total gains from real estate.....	\$ 117,233.16	
Total losses from real estate.....		\$ 55,989.98
Gain on other investments, viz.: No. 36, p. 2, \$967.43; No. 37, p. 2, \$2,351.89; No. 43b, \$2,024.92; No. 43c, p. 2, \$12,364.01.....	17,708.25	
Gain from assets not admitted.....	30,366.03	
Net gain on account of total and permanent disability benefit or additional accidental death benefits included in life policies.....	40,177.72	
Loss—No. 6, p. 3, \$2,595.56; No. 10a, 11a, 14a, \$2,939.78 .....		\$ 5,535.34
Gain—No. 40, p. 2.....	191.81	
Balance unaccounted for .....	1,492.14	
Total gains and losses in surplus during the year .....	\$ 841,429.74	\$ 461,277.39
Surplus December 31, 1918.....	\$ 33,342.03	
Surplus December 31, 1919.....	413,494.38	
Increase in surplus (enter to column to balance) .....		380,152.35
Totals .....	\$ 841,429.74	\$ 841,429.74

## CEDAR RAPIDS LIFE INSURANCE COMPANY.

Located at American Trust Building, Cedar Rapids, Iowa.  
 Incorporated April 26, 1906. Commenced Business June 1, 1906.  
 C. B. Robbins, President. C. B. Svoboda, Secretary.

## CAPITAL STOCK

Amount of capital paid up.....	\$ 100,000.00	
Amount of ledger assets December 31, of previous year .....	754,827.62	
Increase of capital during year.....	50,000.00	
Extended at .....		\$ 804,827.62

## INCOME

First year's premium on original policies less reinsurance .....	\$ 84,964.91	
Total new premiums.....		\$ 84,964.91
Renewal premiums less reinsurance.....	\$ 211,229.25	
Dividends applied to pay renewal premiums.....	4,006.20	
Total renewal premiums.....		\$ 215,235.45
Total premium income.....		\$ 300,200.36

Dividends left with the company to accumulate at interest .....		2,345.23
Dividends on mortgage loans.....	\$ 34,621.84	
Interest on bonds.....	5,069.95	
Interest on premium notes, policy loans or liens .....	3,721.72	
Total interest and rent.....		43,413.51
Total income .....		345,959.10
Total .....		\$ 1,150,786.72

## DISBURSEMENTS

Death claims and additions.....	\$ 42,797.65	
Matured endowments and additions.....	3,000.00	
Total death claims and endowments.....		\$ 45,797.65
For total and permanent disability:		
Premiums waived during year.....	\$ 38.39	
Premium notes and liens voided by lapse, less \$59.40 restorations .....		131.55
Surrender values paid in cash, or applied in liquidation of loans or notes.....		4,157.33
Dividends paid policyholders in cash, or applied in liquidation of loans or notes.....		62.38
Dividends applied to pay renewal premiums.....		4,006.20
Dividends left with the company to accumulate at interest .....		2,345.23
Total paid policyholders .....		\$ 57,038.73
Supplementary contracts not involving life contingencies .....		500.00
Dividends with interest, held on deposit surrendered during the year.....		420.85
Paid stockholders for dividends (amount declared during the year cash \$4,000).....		4,000.00
Commissions to agent .....		74,586.22
Compensation of managers and agents not paid by commission on new business, bonus.....		406.70
Agency supervision and traveling expenses of supervisors .....		4,487.94
Branch office expenses .....		145.00
Medical examiners' fees and inspection of risk. Salaries and all other compensation of officers, directors, trustees' and home office employees.....		17,021.24
Rent—including company's occupancy of its own buildings .....		1,509.96
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....		4,549.98
Furniture, fixtures and safes.....		1,256.30
State taxes on premiums.....		502.98
Insurance department licenses and fees.....		930.75
Federal taxes.....		2,604.69
All other licenses, fees and taxes.....		1,048.10
All other disbursements, total.....		5,059.14
Agents' balances charged off.....		28.11
Total disbursements.....		\$ 183,391.45
Balance .....		\$ 967,395.27

## LEDGER ASSETS.

Mortgage loans on real estate.....	\$ 765,136.25	
Loans on company's policies assigned as collateral .....	48,741.60	
Premium notes on policies in force.....	7,336.86	
Book value of bonds and stocks (Schedule D).....	109,799.32	
Cash in office.....	1,623.86	
Deposits in trust companies and banks not on interest .....	28,342.02	
Agents' balances.....	6,415.36	
Total ledger assets.....		\$ 967,395.27



## NON-LEDGER ASSETS.

Interest due and accrued on mortgages.....	\$ 24,496.01
Interest due \$353.80, and accrued \$2,517.80, on bonds.....	2,871.60
Interest due and accrued on premium notes, loans or liens.....	323.38
<b>Total</b> .....	<b>\$ 27,690.99</b>
Net uncollected and deferred premiums, renewals.....	17,585.49
<b>Gross assets</b> .....	<b>\$ 1,012,671.75</b>

## DEDUCT ASSETS NOT ADMITTED.

Agents' debit balances.....	\$ 7,625.29
Premium notes or loans on policies and net premiums in excess of value of their policies.....	650.75
<b>Total</b> .....	<b>\$ 8,275.44</b>
<b>Admitted assets</b> .....	<b>\$ 1,004,396.31</b>

## LIABILITIES.

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the secretary and actuary on the following tables of mortality and rates of interest viz: Actuaries table at 4 per cent on issue prior to August 10, 1914, except P. R. policy.....	\$ 392,330.00
Same for reversionary additions.....	392,330.00
American experience table at 3½ per cent on issue since August 10, 1914, and on P. R. policy same for reversionary additions.....	423,053.00
Same for reversionary additions.....	423,053.00
<b>Total</b> .....	<b>\$ 815,383.00</b>
Deduct net value of risks of this company reinsured.....	7,026.00
Net reserve.....	\$ 808,357.00
Present value amounts not yet due on supplementary contracts not involving life contingencies.....	6,027.46
Dividends left with the company to accumulate at interest.....	12,992.71
Premiums paid in advance including surrender values so applied.....	1,536.71
Unearned interest and rent in advance.....	1,343.43
Commissions to agents due or accrued bonus.....	450.00
Salaries, rents, office expenses, bills and accounts due or accrued.....	3,298.25
Medical examiners' and legal fees due or accrued.....	694.00
Estimated amount hereafter payable for federal, state and other taxes.....	4,000.00
Dividends or other profits due policyholders.....	126.78
Mortality fluctuation fund.....	5,000.00
Reinsurance premiums unpaid.....	945.55
All other liabilities, total.....	\$44,674.89
Capital paid-up.....	100,000.00
Unassigned funds (surplus).....	59,721.42
<b>Total</b> .....	<b>\$ 1,004,396.31</b>

## PREMIUM NOTE ACCOUNT.

On hand December 31, 1918.....	\$ 7,854.20
Received during the year on old policies.....	12,855.21
<b>Total</b> .....	<b>\$ 20,709.41</b>
Deductions during the year as follows:	
Used in purchase of surrender policies.....	\$ 191.29
Voided by lapse.....	190.95
Redeemed by maker in cash.....	12,990.31
<b>Total reduction of premium note account</b> .....	<b>\$ 13,372.55</b>
<b>Balance note assets at end of year 1919</b> .....	<b>\$ 7,336.86</b>

## EXHIBIT OF POLICIES—ORDINARY.

Business Written Exclusive of Group Insurance.....	No. 4,659	Amount. \$ 7,700,619.00
Policies in force, December 31, 1918.....	1,210	2,868,653.00
Policies issued, revived and increased during the year.....	5,869	\$10,569,272.00
<b>Totals</b> .....	<b>8,638</b>	<b>\$10,569,272.00</b>
Deduct policies which have ceased to be in force during the year:		
By death.....	36	55,500.00
By maturity.....	3	3,000.00
By expiry.....	44	59,000.00
By surrender.....	21	26,500.00
By lapse.....	255	398,500.00
By decrease.....		9,250.00
Not taken.....	2	7,500.00
<b>Totals</b> .....	<b>361</b>	<b>\$ 559,250.00</b>
<b>Total policies in force at end of year 1919</b> .....	<b>5,508</b>	<b>\$10,010,022.00</b>
Reinsured.....	181	923,571.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY.

Policies in force December 31, 1918.....	4,659	\$ 7,700,619.00
Policies issued during the year.....	1,210	2,868,653.00
<b>Totals</b> .....	<b>5,869</b>	<b>\$10,569,272.00</b>
Deduct policies ceased to be in force.....	361	559,250.00
<b>Policies in force December 31, 1919</b> .....	<b>5,508</b>	<b>\$10,010,022.00</b>
Losses and claims unpaid December 31, 1918.....	9	7,382.37
Losses and claims incurred during the year.....	27	35,415.28
<b>Totals</b> .....	<b>36</b>	<b>\$ 42,797.65</b>
Losses and claims settled during the year.....		42,797.65
Premium received.....		\$ 300,200.36

## GAIN AND LOSS EXHIBIT—INSURANCE.

	Gain in Surplus.	Loss in Surplus.
Loading on actual premiums of the year (averaging 26.44 per cent on the gross premiums).....	\$ 80,036.89	
Insurance expenses incurred during the year.....	118,462.83	
<b>Loss from loading</b> .....		<b>\$ 38,425.94</b>
Interest earned during the year.....	53,249.61	
Investment expenses incurred during the year.....	7,299.30	
<b>Net income from investments</b> .....	<b>\$ 45,950.31</b>	
Interest required to maintain reserve.....	28,666.00	
<b>Gain from interest</b> .....	<b>\$ 17,284.31</b>	
Expected mortality on net amount at risk.....	\$ 70,155.00	
Actual mortality on net amount at risk.....	29,155.28	
<b>Gain from mortality</b> .....		<b>\$ 40,999.72</b>
Total gain during the year from surrendered and lapsed policies.....	2,153.00	
Dividends paid stockholders.....		4,000.00
Decrease in surplus on dividend account.....		5,319.49
Increase in special funds and special reserve during the year.....		6,000.00

## INVESTMENT EXHIBIT.

Loss from assets not admitted.....	\$ 183.61
Balance unaccounted for.....	\$ 152.99
Surplus December 31, 1918.....	\$54,060.44
Surplus December 31, 1919.....	59,721.42
Increase in surplus (enter in to column to balance).....	5,660.98
<b>Totals</b> .....	<b>\$ 60,590.02</b>
<b>Totals</b> .....	<b>\$ 60,590.02</b>

## EQUITABLE LIFE INSURANCE COMPANY OF IOWA.

Located at Sixth and Locust Streets, Des Moines, Iowa.  
 Incorporated January, 1867. Commenced Business March, 1867.  
 F. C. Hubbell, President. B. F. Hadley, Secretary.

## CAPITAL STOCK

Amount of capital paid up.....	\$ 300,000.00
Amount of ledger assets December 31, of previous year .....	24,132,934.07
Extended at .....	\$24,132,934.07

## INCOME

First year's premium on original policies less reinsurance .....	\$ 1,657,121.75
Surrender values to pay first year's premiums ..	1,611.78
Dividends applied to purchase paid-up additions and annuities .....	212,600.99
Consideration for original annuities involving life contingencies .....	6,409.19
Consideration for supplementary contracts involving life contingencies .....	1,370.04
Total new premiums .....	\$ 1,879,113.75
Renewal premiums less reinsurance .....	\$ 4,083,651.59
Dividends applied to pay renewal premiums .....	591,051.27
Surrender values applied to pay renewal premiums .....	20,356.01
Renewal premiums for deferred annuities .....	606.08
Total renewal premiums .....	\$ 4,695,664.95
Extra premiums for total and permanent disability and accidental death benefits included in life policies .....	57,255.23
Total premium income .....	\$ 6,632,032.93
Premiums reported during year on U. S. Monthly Difference List .....	1,612.48
Consideration for supplementary contracts not involving life contingencies .....	42,108.45
Dividends left with the company to accumulate at interest .....	88,827.08
Interest on mortgage loans .....	\$ 1,112,732.40
Interest on bonds .....	88,808.74
Interest on premium notes, policy loans or liens .....	135,761.95
Interest on deposits .....	5,866.06
Interest on other debts due the company .....	6,069.75
Discount on claims paid in advance .....	52.23
Rents—including \$22,050 for company's occupancy of its own buildings less interest on incumbrances .....	51,804.31
Total interest and rent .....	\$ 1,401,095.44
From all other sources, total .....	5,073.77
Increase in book value of ledger assets .....	176,700.48
Total income .....	\$ 8,347,451.63
Total .....	\$32,480,385.70

## DISBURSEMENTS

Death claims and additions .....	\$ 1,129,635.70
Matured endowments and additions .....	235,263.18
Total death claims and endowments .....	\$ 1,364,898.88
For total and permanent disability: Premiums waived during year .....	115.66
For additional accidental death benefits .....	1,000.00
Annuities involving life contingencies .....	2,279.87

Premium notes and liens voided by lapse, less \$1,297.93 restorations .....	2,935.00
Surrender values paid in cash, or applied in liquidation of loans or notes .....	288,134.82
Surrender values applied to pay new and renewal premiums .....	21,967.79
Dividends paid policyholders in cash, or applied in liquidation of loans or notes .....	32,512.46
Dividends applied to pay renewal premiums .....	591,051.27
Dividends applied to purchase paid-up additions and annuities .....	212,600.99
Dividends left with the company to accumulate at interest .....	88,827.08
Total paid policyholders .....	\$ 2,606,323.82

Supplementary contracts not involving life contingencies .....	14,471.34
Dividends with interest, held on deposit, surrendered during the year .....	11,587.05
Paid stockholders for dividends (amount declared during the year, Cash \$21,000) .....	21,000.00
Commissions to agents .....	1,141,543.00
Commutated renewal commissions .....	390.00
Compensation of managers and agents not paid by commission on new business .....	44,805.47
Agency supervision and traveling expenses of supervisors .....	35,711.35
Branch office expenses .....	124,466.94
Medical examiners' fees and inspection of risk, salaries and all other compensation of officers, directors, trustees and home office employees ..	274,932.96
Rent—including \$22,050 for company's occupancy of its own buildings .....	109,751.78
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange .....	79,165.58
Legal expense .....	1,372.65
Furniture, fixtures and safes .....	21,029.69
Repairs and expenses (other than taxes) on real estate .....	19,644.04
Taxes on real estate .....	14,941.22
State taxes on premiums .....	92,493.17
Insurance Department licenses and fees .....	5,976.23
Federal taxes .....	44,849.35
All other licenses, fees and taxes .....	7,994.67
All other disbursements, total .....	30,793.26
Agents' balances charged off .....	1,071.59
Decrease in book value of ledger assets .....	13,786.71
Total disbursements .....	\$ 4,851,363.42
Balance .....	\$27,629,022.28

## LEDGER ASSETS

Book value of real estate .....	\$ 500,000.00
Mortgage loans on real estate .....	21,598,642.65
Loans on company's policies assigned as collateral .....	2,258,380.85
Premium notes on policies in force .....	91,653.16
Book value of bonds and stocks (Schedule D) ..	2,465,389.61
Cash in office .....	8,355.84
Deposits in trust companies and banks on interest .....	211,115.72
Bills receivable .....	46,565.58
Agents' balances .....	148,918.87
Total ledger assets .....	\$27,629,022.28

## NON-LEDGER ASSETS

Interest due \$1,907.89 and accrued \$630,611.12 on mortgages .....	\$ 632,519.01
Interest due and accrued \$37,676.43 on bonds ..	37,676.43
Interest due \$13,583.14 and accrued \$48,341.91 on premium notes, loans or liens .....	61,925.05
Total .....	\$ 732,120.49

Net uncollected and deferred premiums, new business .....	73,567.30
Net uncollected and deferred premiums, renewals .....	384,726.87
All other assets, total rent paid in advance by company .....	49,307.90
Gross assets .....	\$28,868,744.84
DEDUCT ASSETS NOT ADMITTED	
Agents' debit balances .....	\$ 173,112.04
Bills receivable .....	46,565.58
Total .....	\$ 219,677.62
Admitted assets .....	\$28,649,067.22

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz:		
Actuarial tables at 4 per cent on all business issued prior to October 21, 1907 .....	\$ 9,250,476.00	
Same for reversionary additions .....	708,229.00	
American experience table at 3½ per cent on all business issued subsequent to October 20, 1907 .....	14,788,034.00	
Same for reversionary additions .....	642,208.00	
McClintock's Annuity Tables at 3½ per cent interest on original annuities .....	27,830.00	
American Experience Table at 3 per cent interest on supplementary contracts involving life contingencies .....	35,047.00	
Total .....	\$25,451,824.00	
Deduct net value of risks of this company reinsured .....	13,753.57	
Net reserve .....	\$25,438,070.43	
Extra reserve for total and permanent disability benefits \$37,606.00 and for additional accidental death benefits \$9,953.00 included in life policies .....	47,559.00	47,559.00
Present value amounts not yet due on supplementary contracts not involving life contingencies .....		97,790.00
Present value of amounts incurred but not yet due for total and permanent disability benefits .....		6,307.00
Death losses in process of adjustment .....	11,019.68	
Death losses reported, no proofs received .....	98,079.46	
Death losses incurred but not reported .....	20,000.00	
Matured endowments due and unpaid .....	4,436.73	
Claims for total and permanent disability benefits and accidental death benefits resisted .....	1,000.00	
Total policy claims .....	\$ 134,535.87	
Dividends left with the company to accumulate at interest .....	274,745.00	
Premiums paid in advance including surrender values so applied .....	89,622.30	
Unearned interest and rent in advance .....	3,375.24	
Commissions due agents on premium notes, when paid .....	6,658.25	
Salaries, rents, office expenses, bills and accounts due or accrued .....	2,908.71	
Estimated amount hereafter payable for federal, state and other taxes .....	112,000.00	
Dividends or other profits due policyholders .....	75,424.66	
Dividends declared on or apportioned to annual dividend policies payable to policyholders to and including Dec. 31, 1920 .....	694,000.00	
Mortality fluctuation fund .....	200,000.00	
All other liabilities, total .....	2,152.45	
Capital paid up .....	200,000.00	
Unassigned funds (surplus) .....	1,193,897.81	
Total .....	\$28,649,067.22	

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918 .....	\$ 83,313.26
Received during the year on old policies .....	295,074.26
Restored by revival of policies .....	1,297.93
Total .....	\$ 379,685.45
Deductions during the year as follows:	
Volded by lapse .....	1,392.60
Redeemed by maker in cash .....	286,639.69
Total reduction on premium note account .....	\$ 288,032.29
Balance note assets at end of year 1919 .....	\$ 91,653.16

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies in force, December 31, 1918 .....	91,251	\$159,618,090.66
Policies issued, revived and increased during the year .....	23,051	58,330,868.88
Totals .....	114,302	\$217,948,959.52
Deduct policies which have ceased to be in force during the year:		
By death .....	589	1,010,235.36
By maturity .....	155	236,282.84
By expiry .....	31	73,500.00
By surrender .....	733	1,079,761.02
By lapse .....	3,260	7,785,842.75
By decrease .....		1,209,934.00
Totals .....	4,768	\$11,395,555.97
Total policies in force at end of year 1919 .....	109,534	\$206,553,403.55
Reinsured .....	169	2,472,901.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies in force December 31, 1918 .....	26,054	\$44,488,483.00
Policies issued during the year .....	5,201	13,714,896.00
Totals .....	31,255	\$58,203,379.00
Deduct policies ceased to be in force .....	1,064	2,253,950.00
Policies in force December 31, 1919 .....	30,191	\$55,949,429.00
Losses and claims unpaid December 31, 1918 .....	49	72,946.41
Losses and claims incurred during the year .....	135	228,056.57
Totals .....	184	\$ 301,002.98
Losses and claims settled during the year .....	171	271,990.88
Losses and claims unpaid December 31, 1919 .....	13	\$ 29,012.10
Premium received .....		\$ 1,567,840.62

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year (averaging 22.2 per cent on the gross premiums) .....	\$ 1,476,163.19	
Insurance expenses incurred during the year .....	2,007,143.54	
Loss from loading .....		\$ 530,975.35
Interest earned during the year .....	\$ 1,447,464.86	
Investment expenses incurred during the year .....	104,382.37	
Net income from investments .....	\$ 1,343,082.49	
Interest required to maintain reserve (Formula 11, p. 126, Vol. XX., T. A. S. A.) .....	893,706.43	
Gain from interest .....	\$ 449,376.06	

Expected mortality on net amount at risk .....	\$ 1,582,568.16	
Actual mortality on net amount at risk .....	770,073.19	
Gain from mortality.....		812,494.97
Expected disbursements to annuitants .....	\$ 2,083.13	
Net actual annuity claims incurred.....	2,279.87	
Loss from annuities.....		196.74
Total gain during the year from surrendered and lapsed policies.....		83,084.07
Dividends paid stockholders.....		21,000.00
Decrease in surplus on dividend account .....		714,829.45
Increase in special funds and special reserve during the year.....		200,000.00
Net to loss account.....		1,071.53

## INVESTMENT EXHIBIT

Total gains from real estate.....	\$ 175,903.06	
Total losses from real estate.....		\$ 13,786.71
Loss from assets not admitted.....		49,061.47
Net gain on account of total and permanent disability benefits or additional accidental death benefits included in life policies.....	9,564.98	
Total gains and losses in surplus during the year .....	\$ 1,530,423.14	\$ 1,530,921.32
Surplus December 31, 1918.....	\$1,194,395.99	
Surplus December 31, 1919.....	1,193,897.81	
Decrease in surplus (enter to column to balance) .....	498.18	
Totals .....	\$ 1,530,921.32	\$ 1,530,921.32

## GUARANTY LIFE INSURANCE COMPANY.

Located at Lane Building, Davenport, Iowa.

Incorporated January 3, 1903. Commenced Business February 3, 1903

Aug. E. Steffen, President. L. J. Dougherty, Secretary.

## CAPITAL STOCK

Amount of capital paid up.....	\$ 100,000.00	
Amount of ledger assets December 31, of previous year .....	877,297.52	
Extended at .....		\$ 877,297.52

## INCOME

First year's premium on original policies less reinsurance .....	\$ 106,163.20	
Surrender values applied to purchase paid-up insurance and annuities .....	7,025.89	
Consideration for supplementary contracts involving life contingencies.....	1,000.00	
Total new premiums.....		\$ 114,189.09
Renewal premiums less reinsurance.....	\$ 271,635.80	
Dividends applied to pay renewal premiums.....	1,036.55	
Total renewal premiums.....		\$ 272,722.35
Extra premiums for total and permanent disability and accidental death benefits included in life policies.....		2,642.77
Total premium income.....		\$ 389,554.21

Interest on mortgage loans.....	\$ 38,146.38	
Interest on bonds .....	3,054.27	
Interest on premium notes, policy loans or liens .....	5,503.84	
Interest on deposits.....	1,625.28	
Total interest and rent.....		\$ 48,329.77
Increase in book value of ledger assets.....		114.56
Total income .....		\$ 437,998.54
Total .....		\$ 1,315,296.08

## DISBURSEMENTS

Death claims and additions.....	\$ 80,007.85	
Matured endowments and additions.....	1,000.00	
Total death claims and endowments.....		\$ 81,007.85
Annuities involving life contingencies.....		2.52
Premium notes and liens voided by lapse, less 1988.95 restorations .....		2,747.46
Surrender values paid in cash, or applied in liquidation of loans or notes.....		15,182.07
Surrender values applied to purchase paid-up insurance and annuities.....		7,025.89
Dividends paid policyholders in cash, or applied in liquidation of loans or notes.....		1,511.82
Dividends applied to pay renewal premiums.....		1,036.55
Total paid policyholders.....		\$ 108,514.16
Expense of investigation and settlement of policy claims, including legal expenses.....		151.65
Supplementary contracts not involving life contingencies .....		317.68
Commissions to agent .....		99,235.65
Agency supervision and traveling expenses of supervisors .....		2,209.57
Branch office expenses.....		4,473.46
Medical examiners' fees and inspection of risk .....		7,401.02
Salaries and all other compensation of officers, directors, trustees and home office employees..		22,294.50
Rent—including for company's occupancy of its own buildings .....		1,660.00
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....		7,439.53
Furniture, fixtures and safes.....		552.30
State taxes on premiums.....		1,941.52
Insurance Department licenses and fees.....		218.00
Federal taxes .....		3,061.52
All other licenses, fees and taxes.....		2,800.75
All other disbursements, total.....		1,049.40
Total disbursements .....		\$ 263,320.71
Balance .....		\$ 1,051,975.36

## LEDGER ASSETS

Mortgage loans on real estate.....	\$ 759,650.00	
Loans on company's policies assigned as collateral .....	81,122.14	
Premium notes on policies in force.....	13,888.22	
Book value of bonds and stocks (Schedule D).....	91,050.00	
Cash in office.....	5,171.10	
Deposits in trust companies and banks not on interest .....	48,441.33	
Deposits in trust companies and banks on interest .....	41,446.22	
Agents' balances .....	5,494.77	
American Security Company.....	4,640.19	
War Savings Stamps.....	1,071.58	
Total ledger assets.....		\$ 1,051,975.36

## NON-LEDGER ASSETS

Interest due and accrued on mortgages.....	\$ 25,346.95	
Interest due and accrued on bonds.....	775.93	
Interest due and accrued on premium notes, loans or liens.....	245.63	
<b>Total</b> .....		\$ 26,371.51
Due from companies for losses or claims on policies reinsured .....		25,000.00
Net uncollected and deferred premiums, new business .....		826.34
Net uncollected and deferred premiums, re- newals .....		23,619.43
<b>Gross assets</b> .....		\$ 1,127,792.61

## DEDUCT ASSETS NOT ADMITTED

Agents' debit balances.....	\$ 6,750.61	
Premium notes or loans on policies and net premiums in excess of value of their policies .....	1,022.35	
<b>Total</b> .....		7,772.96
<b>Admitted assets</b> .....		\$ 1,120,019.67

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: Actuaries' table at 4 per cent on.....	\$ 206,065.00	
Same for reversionary additions.....	691.00	
American experience table at 3½ per cent on..	766,049.00	
Net present values of annuities.....	34.00	
<b>Total</b> .....		\$ 972,829.00
Deduct net value of risks of this company re- insured .....	13,411.00	
<b>Net reserve</b> .....		\$ 959,428.00
Extra reserve for total and permanent disability benefits and for additional accidental death benefits included in life policies.....	\$ 1,060.00	
Present value amounts not yet due on supple- mentary contracts not involving life contin- gencies .....	1,299.56	
Death losses in process of adjustment.....	26,404.50	
<b>Total policy claims</b> .....		26,404.50
Premiums paid in advance including surrender values so applied.....	1,946.95	
Unearned interest and rent in advance.....	2,111.98	
Commissions due agents on premium notes, when paid .....	390.00	
Salaries, rents, office expenses, bills and accounts due or accrued.....	1,975.00	
Medical examiners' and legal fees due or accrued	952.00	
Estimated amount hereafter payable for federal, state and other taxes.....	3,497.99	
Dividends or other profits due policyholders...	34.29	
Capital paid up.....	100,000.00	
Unassigned funds (surplus).....	21,501.33	
<b>Total</b> .....		\$ 1,120,019.67

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918.....	\$ 16,266.58	
Received during the year on new policies.....	3,410.27	
Received during the year on old policies.....	26,484.23	
Restored by revival of policies.....	985.98	
<b>Total</b> .....		\$ 47,148.11

Deductions during the year as follows:		
Voided by lapse.....	\$ 3,734.44	
Redeemed by maker in cash.....	29,525.45	
<b>Total reduction of premium note account</b> .....		\$ 33,259.89
<b>Balance note assets at end of year 1919</b> .....		\$ 13,888.22

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies in force, December 31, 1919.....	5,862	\$10,273,966.00
Policies issued, revived and increased during the year.....	1,446	3,861,975.00
<b>Totals</b> .....	7,308	\$14,135,941.00

Deduct policies which have ceased to be in force during the year:			
By death .....	48	122,784.00	
By maturity .....	1	1,000.00	
By expiry .....	53	52,224.00	
By surrender .....	58	99,284.00	
By lapse .....	404	795,357.00	
By decrease .....	0	35,961.00	
Not taken .....	70	208,000.00	
<b>Totals</b> .....	634	\$ 1,314,610.00	
<b>Total policies in force at end of year 1919</b> .....	6,674	\$12,821,331.00	
Reinsured .....	371	2,095,538.00	

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies in force December 31, 1918.....	5,161	\$ 8,686,387.00
Correction .....	68	145,036.00
Policies issued during the year.....	1,202	3,111,475.00
<b>Totals</b> .....	6,431	\$11,942,898.00
Deduct policies ceased to be in force.....	500	1,041,925.00
<b>Policies in force December 31, 1919</b> .....	5,931	\$10,900,973.00
Losses and claims unpaid December 31, 1918.....	11	20,500.00
Losses and claims incurred during the year.....	41	93,131.85
<b>Totals</b> .....	52	\$ 113,631.85
Losses and claims settled during the year.....	49	87,227.35
Losses and claims unpaid December 31, 1919.....	3	\$ 26,404.50
<b>Premiums received</b> .....		340,423.62

## GAIN AND LOSS EXHIBIT—INSURANCE

		Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year (averaging 22 per cent on the gross premiums).....	\$ 88,188.20		
Insurance expenses incurred dur- ing the year.....	154,008.84		
<b>Loss from loading</b> .....			\$ 65,820.64
Interest earned during the year.....	51,903.48		
Investment expenses incurred dur- ing the year.....	77.00		
<b>Net income from investments</b> .....	51,826.48		
Interest required to maintain re- serve .....	29,782.84		
<b>Gain from interest</b> .....		\$ 22,043.64	

Expected mortality on net amount at risk .....	\$ 98,000.00	
Actual mortality on net amount at risk .....	46,572.40	
Gain from mortality .....		51,427.60
Total gain during the year from surrendered and lapsed policies .....	3,231.62	
Decrease in surplus on dividend .....		2,548.27
Increase in special funds and special reserve during the year ..		1,301.56

## INVESTMENT EXHIBIT

Total gains from stocks and bonds .....	\$ 114.56	
Loss from assets not admitted .....		\$ 3,610.48
Gain from double indemnity and total disability premiums .....	2,642.77	
Balance unaccounted for .....	3,230.55	
Total gains and losses in surplus during the year .....	\$ 82,690.74	\$ 73,252.25
Surplus December 31, 1918 .....	\$ 12,393.89	
Surplus December 31, 1919 .....	21,801.38	
Increase in surplus (enter to column to balance) .....		9,407.49
Totals .....	\$ 82,690.74	\$ 82,690.74

## IOWA LIFE INSURANCE COMPANY.

Located at Tenth Floor Leavitt & Johnson National Bank Building,  
Waterloo, Iowa.

Incorporated February 18, 1908. Commenced Business February 18, 1908.  
F. A. Ferguson, President. E. A. Resor, Secretary.

## CAPITAL STOCK

Amount of capital paid up .....	\$ 100,000.00
Amount of ledger assets December 31, of previous year .....	393,185.81
Extended at .....	\$ 393,185.81

## INCOME

First year's premium on original policies less reinsurance .....	\$ 28,670.14
Guaranteed credits applied to purchase paid-up additions and annuities .....	51.24
Surrender values applied to purchase paid-up insurance and annuities .....	525.22
Total new premiums .....	\$ 29,246.60
Renewal premiums less reinsurance .....	\$ 80,843.55
Guaranteed credits applied to pay renewal premiums .....	427.47
Total renewal premiums .....	\$ 81,271.02
Extra premiums for total and permanent disability and accidental death benefits included in life policies .....	1,429.11
Total premium income .....	\$ 111,946.73

Interest on mortgage loans .....	\$ 13,973.95
Interest on bonds .....	3,095.08
Interest on premium notes, policy loans or liens .....	3,268.25
Interest on deposits .....	1,089.25
Total interest and rent .....	\$ 21,426.53
From all other sources, total .....	1,334.24
Total income .....	\$ 134,707.50
Total .....	\$ 527,893.31

## DISBURSEMENTS

Death claims and additions .....	\$ 21,968.30
Total death claims and endowments .....	\$ 21,968.30
Premium notes and liens voided by lapse, less restorations .....	63.79
Surrender values paid in cash, or applied in liquidation of loans or notes .....	5,360.25
Surrender values applied to purchase paid-up insurance and annuities .....	525.22
Guaranteed credits applied to pay renewal premiums .....	427.47
Guaranteed credits applied to purchase paid-up additions and annuities .....	51.24
Total paid policyholders .....	\$ 28,396.27
Expense of investigation and settlement of policy claims, including legal expenses .....	106.30
Commissions to agent .....	17,445.13
Compensation of managers and agents not paid by commission on new business .....	2,075.43
Agency supervision and traveling expenses of supervisors .....	6,248.64
Branch office expense .....	534.20
Medical examiners' fees and inspection of risk. Salaries and all other compensation of officers, directors, trustees and home office employees ..	17,021.93
Rent—including \$2,340 for company's occupancy of its own buildings .....	2,340.00
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange .....	3,503.90
Legal expense .....	651.09
Furniture, fixtures and safes .....	493.37
State taxes on premiums .....	252.80
Insurance Department licenses and fees .....	123.50
Federal taxes .....	1,081.25
All other licenses, fees and taxes .....	516.32
All other disbursements, total .....	2,037.76
Agents' balances charged off .....	114.00
Total disbursements .....	\$ 85,084.43
Balance .....	\$ 442,808.88

## LEDGER ASSETS

Mortgage loans on real estate .....	\$ 283,000.00
Loans on company's policies assigned as collateral .....	56,082.20
Premium notes on policies in force .....	1,911.34
Book value of bonds and stocks (Schedule D) ..	69,386.14
Cash in office .....	989.51
Deposits in trust companies and banks not on interest .....	7,896.06
Deposits in trust companies and banks on interest .....	22,116.66
Agents' balances .....	1,426.97
Total ledger assets .....	\$ 442,808.88

## NON-LEDGER ASSETS

Interest due and accrued \$6,762.15 on mortgages	6,762.15
Interest due \$72.28 and accrued \$950.37 on bonds	1,022.65
Interest due and accrued \$147.67 on premium notes, loans or liens	147.67
Interest due and accrued \$566.05 on other assets	566.05
<b>Total</b>	<b>\$ 8,508.52</b>
Net uncollected and deferred premiums, new business	1,423.37
Net uncollected and deferred premiums, renewals	4,074.90
<b>Gross assets</b>	<b>\$ 456,825.57</b>

## DEDUCT ASSETS NOT ADMITTED

Agents' debit balances	\$ 1,515.93
Premium notes or loans on policies and net premiums in excess of value of their policies	1,997.77
<b>Total</b>	<b>\$ 3,513.70</b>
<b>Admitted assets</b>	<b>\$ 453,311.87</b>

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: American experience table at 3½ per cent on all policies	\$ 347,117.00
Same for reversionary additions	316.00
<b>Total</b>	<b>\$ 347,433.00</b>
Deduct net value of risks of this company reinsured	2,168.00
<b>Net reserve</b>	<b>\$ 345,265.00</b>
Extra reserve for total and permanent disability benefits \$680, and for additional accidental death benefits \$189, included in life policies	869.00
Premiums paid in advance including surrender values so applied	266.52
Unearned interest and rent in advance	1,375.54
Commissions to agents due or accrued	107.73
Salaries, rents, office expenses, bills and accounts due or accrued	227.78
Medical examiners' and legal fees due or accrued	114.00
Estimated amount hereafter payable for federal, state and other taxes	700.00
All other liabilities, total	682.21
Capital paid-up	100,000.00
Unassigned funds (surplus)	3,804.89
<b>Total</b>	<b>\$ 453,311.87</b>

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918	\$ 505.30
Received during the year on new policies	2,016.58
Received during the year on old policies	3,353.56
<b>Total</b>	<b>\$ 5,875.44</b>
Deductions during the year as follows:	
Voided by lapse	\$ 63.79
Redeemed by maker in cash	3,900.31
<b>Total reduction of premium note account</b>	<b>\$ 3,964.10</b>
<b>Balance note assets at end of year 1919</b>	<b>1,911.34</b>

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies in force, December 31, 1919	1,959	\$ 3,141,020.00
Policies issued, revived and increased during the year	566	1,395,332.00
<b>Total</b>	<b>2,525</b>	<b>\$ 4,536,352.00</b>
Deduct policies which have ceased to be in force during the year:		
By death	13	18,000.00
By expiry	10	23,000.00
By surrender	35	49,500.00
By lapse	73	144,500.00
By decrease	0	19,605.00
Not taken	56	139,724.00

<b>Totals</b>	<b>187</b>	<b>\$ 394,329.00</b>
<b>Total policies in force at end of year 1919</b>	<b>2,338</b>	<b>\$ 4,141,702.00</b>
Reinsured	120	338,000.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies in force December 31, 1918	1,919	\$ 3,081,020.00
Policies issued during the year	566	1,395,140.00
<b>Totals</b>	<b>2,485</b>	<b>\$ 4,476,160.00</b>
Deduct policies ceased to be in force	186	393,329.00
<b>Policies in force December 31, 1919</b>	<b>2,299</b>	<b>\$ 4,082,831.00</b>
Losses and claims incurred during the year	13	18,000.00
<b>Totals</b>	<b>13</b>	<b>\$ 18,000.00</b>
Losses and claims settled during the year		21,968.30

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year (averaging 23.1 per cent on the gross premiums)	\$26,901.06	
Insurance expenses incurred during the year	57,416.45	
<b>Loss from loading</b>		<b>\$ 30,515.39</b>
Interest earned during the year	\$20,382.52	
Investment expenses incurred during the year	145.80	
<b>Net income from investments</b>	<b>\$20,236.72</b>	
Interest required to maintain reserve	11,282.42	
<b>Gain from interest</b>	<b>\$ 8,954.30</b>	
Expected mortality on net amount at risk	\$31,728.84	
Actual mortality on net amount at risk	13,771.41	
<b>Gain from mortality</b>	<b>\$ 17,957.43</b>	
<b>Total gain during the year from surrendered and lapsed policies</b>	<b>457.73</b>	
<b>Decrease in surplus on dividend account</b>		<b>\$ 478.71</b>

## INVESTMENT EXHIBIT

Decrease from assets not admitted		\$ 2,650.62
Increase from tax on insurance (from policyholders)	\$ 714.80	
Premium notes voided by lapse	491.93	
Res. on Reins. (Pittsburgh Life & Trust)	117.11	
Balance unaccounted for	433.74	
<b>Total gains and losses in surplus during the year</b>	<b>\$ 29,127.04</b>	<b>\$ 33,644.72</b>

Surplus December 31, 1918.....	\$ 8,410.73	
Surplus December 31, 1919.....	3,893.05	
Decrease in surplus (enter to column to balance .....	\$ 4,517.68	
Totals .....	\$ 33,644.72	\$ 33,644.72

## LIBERTY LIFE INSURANCE COMPANY.

Located at Fourth and Locust Streets, Des Moines, Iowa.  
Incorporated February 3, 1899. Commenced Business March 15, 1899.  
W. L. Harding, President. J. F. Taake, Secretary.

## CAPITAL STOCK

Amount of ledger assets June 30, 1919.....	\$ 203,408.53
Increase of capital during year .....	101,000.00
Extended at .....	\$ 304,408.53

## INCOME

First year's premium on original policies less reinsurance .....	\$ 29,885.44
Total new premiums .....	\$ 29,885.44
Total premium income .....	\$ 29,885.44
Interest on mortgage loans .....	\$ 4,140.84
Interest on bonds .....	170.00
Interest on deposits .....	714.30
Total interest and rent .....	\$ 5,025.14
From all other sources, total .....	144.97
Total income .....	\$ 35,055.55
Total .....	\$ 339,464.08

## DISBURSEMENTS

Death claims and additions .....	\$ 10,070.00
Total death claims and endowments .....	\$ 10,070.00
For old age benefits reducing face of certificate .....	425.00
Total paid policyholders .....	\$ 10,495.00
Commissions to agent .....	27.60
Compensation of managers and agents not paid by commission on new business .....	515.00
Agency supervision and traveling expenses of supervisors .....	824.55
Medical examiners' fees and inspection of risk .....	3.00
Salaries and all other compensation of officers, directors, trustees and home office employees..	6,965.01
Rent—including company's occupancy of its own buildings .....	394.50
Advertising, printing, stationery, postage, tele- graph, telephone, express and exchange .....	3,378.43
Furniture, fixtures and safes .....	940.70
Insurance department licenses and fees .....	352.80
Federal taxes .....	185.00
All other licenses, fees and taxes .....	40.35
All other disbursements, total funds appor- tioned to members in the way of capital stock .....	101,000.00
Total disbursements .....	\$ 125,932.01
Balance .....	\$ 213,532.07

## LEDGER ASSETS

Mortgage loans on real estate.....	\$ 197,170.00
Book value of bonds and stocks (Schedule D)...	13,000.00
Deposits in trust companies and banks on interest .....	3,362.07
Total ledger assets .....	\$ 213,532.07

## NON-LEDGER ASSETS

Interest due and accrued \$4,972.60 on mortgages \$	4,972.60
Interest due \$106.25 and accrued \$115.05 on bonds	221.30
Interest due and accrued \$16.27 daily bank balances .....	16.27
Total .....	\$ 5,210.17
All other assets, total .....	\$ 1,155.64
Gross assets .....	\$ 219,897.88
Admitted assets .....	\$ 219,897.88

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: American experience table at 3½ per cent on Term Life and Endowment Illinois Standard 1919 .....	\$ 25,241.09
Same for reversionary additions .....	26,241.09
Total .....	\$ 25,241.09
Net reserve .....	\$ 25,241.09
Premiums paid in advance including surrender values so applied .....	\$ 2,336.97
Estimated amount hereafter payable for federal, state and other taxes .....	193.90
All other liabilities, total .....	27,771.96
Capital paid up .....	101,000.00
Unassigned funds (surplus) .....	91,125.92

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies issued, revived and increased during the year. 1,768		\$ 1,982,935.00
Totals .....	1,768	\$ 1,982,935.00
Deduct policies which have ceased to be in force dur- ing the year:		
By death .....	14	\$ 10,070.00
By disability .....		425.00
By lapse .....	172	163,850.00
Totals .....	186	\$ 174,345.00
Total policies in force at end of year 1919 .....	1,582	\$ 1,808,590.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies issued during the year.....	No. 1,768	Amount \$ 1,982,935.00
Totals .....	1,768	\$ 1,982,935.00
Deduct policies ceased to be in force .....	186	174,345.00
Policies in force December 31, 1919 .....	1,582	\$ 1,808,590.00
Losses and claims incurred since July 1, 1919 .....	14	10,495.00
Totals .....	14	\$ 10,495.00
Premium received .....		29,885.44



## GAIN AND LOSS EXHIBIT—INSURANCE EXHIBIT

	Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year (averaging 20 per cent on the gross premiums) .....	\$ 5,115.78	
Insurance expenses incurred during the year .....	14,437.01	
Loss from loading .....		\$ 9,321.23
Interest earned during the year .....	5,657.37	
Net income from investments .....	5,657.37	
Interest required to maintain reserve ..	1,331.34	
Gain from interest .....	\$ 4,326.03	
Expected mortality on net amount at risk .....	21,626.73	
Actual mortality on net amount at risk ..	10,495.00	
Gain from mortality .....	11,131.73	

## INVESTMENT EXHIBIT

Balance unaccounted for—Gain .....	\$ 397.00
Total gain and losses in surplus during the year .....	\$ 15,457.76
Surplus June 30, 1919 .....	\$85,386.47
Surplus December 31, 1919 .....	91,125.92
Increase in surplus (enter to column to balance) .....	5,739.45
Totals .....	\$ 15,457.76

## MERCHANTS LIFE INSURANCE COMPANY.

Located at Register-Tribune Building, Des Moines, Iowa.  
Incorporated April 4, 1894. Commenced Business June 14, 1894.  
W. A. Watts, President. R. S. Wilson, Secretary.

## CAPITAL STOCK

Amount of capital paid up .....	\$ 400,000.00
Amount of ledger assets December 31, of previous year .....	2,951,195.34
Extended at .....	\$ 2,951,195.34

## INCOME

First year's premium on original policies less reinsurance .....	\$ 377,949.83
Dividends applied to purchase paid-up additions and annuities .....	17,180.00
Total new premiums .....	\$ 378,129.83
Renewal premiums less reinsurance .....	\$ 1,102,193.54
Total renewal premiums .....	\$ 1,102,193.54
Extra premiums for total and permanent disability and accidental death benefits included in life policies .....	25,098.53
Total premium income .....	\$ 1,505,412.75

Interest on mortgage loans .....	\$ 147,527.86
Interest on bonds .....	16,718.07
Interest on premium notes, policy loans or liens .....	6,480.05
Interest on deposits .....	6,954.57
Interest on other debts due the company, agents' accounts .....	351.23
Total interest and rent .....	\$ 178,011.78
From all other sources, total .....	5,497.79
Total income .....	\$ 1,688,923.32
Total .....	\$ 4,640,118.66

## DISBURSEMENTS

Death claims and additions .....	\$ 575,740.35
Total death claims and disbursements .....	\$ 575,740.35
For total and permanent disability:	
Payments made to policyholders .....	\$ 588.80
For additional accidental death benefits .....	2,000.00
Premium notes and liens voided by lapse, less \$940.89 restorations .....	1,780.11
Surrender values paid in cash, or applied in liquidation of loans or notes .....	28,858.07
Dividends paid to policyholders in cash, or applied in liquidation of loans or notes .....	407.70
Dividends applied to purchase paid-up additions and annuities .....	171.80
Total paid policyholders .....	\$ 609,697.26
Expense of investigation and settlement of policy claims, including legal expenses .....	266.50
Supplementary contracts not involving life contingencies .....	400.00
Dividends with interest, held on deposit surrendered during the year .....	150.43
Commissions to agent .....	324,880.89
Committed renewal commissions .....	3,255.05
Compensation of managers and agents not paid by commission on new business .....	8,928.90
Agency supervision and traveling expenses of supervisors .....	14,736.20
Branch office expenses .....	1,912.50
Medical examiners' fees and inspection of risk ..	35,492.97
Salaries and all other compensation of officers, directors, trustees' and home office employees ..	82,889.06
Rent—including company's occupancy of its own buildings .....	7,907.80
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange .....	29,016.92
Legal expense .....	2,149.80
Furniture, fixtures and safes .....	5,939.88
Investment expense .....	7,249.78
Premiums for war risk refunded .....	1,436.63
State taxes on premiums .....	22,473.32
Insurance Department licenses and fees .....	3,148.37
Federal taxes .....	284.00
All other licenses, fees and taxes .....	8,890.80
All other disbursements, total .....	17,634.95
Agents' balances charged off .....	85.90
Agents' convention .....	5,503.07
Premiums paid in advance applied .....	3,812.85
Loss on maturity of ledger assets suspense .....	21.37
Total disbursements .....	\$ 1,198,015.77
Balance .....	\$ 3,442,102.89

## LEDGER ASSETS

Mortgage loans on real estate .....	\$ 2,680,083.17
Loans on company's policies assigned as collateral .....	114,478.00
Premium notes on policies in force .....	4,405.85
Book value of bonds and stocks (Schedule D) ..	447,133.82

Cash in office.....	5,498.17	
Deposits in trust companies and banks on interest.....	151,986.52	
Bills receivable.....	879.66	
Agents' balances.....	36,791.70	
War Savings Stamps.....	846.00	
<b>Total ledger assets.....</b>		<b>\$ 2,442,102.39</b>

## NON-LEDGER ASSETS

Interest due \$210.00 and accrued \$73,339.62 on mortgages.....	\$ 73,549.62	
Interest due and accrued \$3,533.39 on bonds.....	3,533.39	
Interest due and accrued \$552.23 on bank deposits.....	552.23	
<b>Total.....</b>		<b>\$ 77,635.24</b>
Net uncollected and deferred premiums, new business.....	3,250.42	
Net uncollected and deferred premiums, renewals.....	94,219.04	
All other assets, total.....	31,379.60	
<b>Gross assets.....</b>		<b>\$ 3,648,587.21</b>

## DEDUCT ASSETS NOT ADMITTED

Furniture, fixtures and safes.....	\$ 31,379.60	
Agents' debit balances.....	40,987.94	
Bills receivable.....	879.66	
Premium notes or loans on policies and net premiums in excess of value of their policies.....	2,458.62	
Book value of ledger assets over par value, bonds, stocks, total.....	293.75	
<b>Total.....</b>		<b>\$ 75,999.57</b>
<b>Admitted assets.....</b>		<b>\$ 3,572,587.64</b>

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed on the following tables of mortality and rates of interest, viz:		
Actuaries table at 4 per cent on assessment business.....	\$ 261,511.00	
American experience table at reinsured 4 per cent on Ideal Reserve business.....	15,093.00	
American experience table at 3½ per cent on Legal Reserve.....	2,038,868.00	
Same for reversionary additions.....	15,067.00	
<b>Total.....</b>		<b>\$ 2,330,539.00</b>
Deduct net value of risks of this company reinsured.....	10,912.00	
<b>Net reserve.....</b>		<b>\$ 2,319,627.00</b>
Extra reserve for total and permanent disability benefits \$4,410.00, and for additional accidental death benefits \$4,385.00 included in life policies.....	8,795.00	8,795.00
Present value amounts not yet due on supplementary contracts not involving life contingencies.....	6,969.00	
Death losses in process of adjustment.....	3,082.16	
Death losses reported, no proofs received.....	33,580.00	
<b>Total policy claims.....</b>		<b>\$ 36,582.16</b>
Premiums paid in advance including surrender values so applied.....	25,474.42	
Unearned interest and rent in advance.....	2,118.08	
Commissions to agents due or accrued.....	1,027.48	

Salaries, rents, office expenses, bills and accounts due or accrued.....	1,772.82	
Medical examiners' and legal fees due or accrued.....	3,284.00	
Estimated amount hereafter payable for federal, state and other taxes.....	29,988.83	
Suspense.....	165.82	
War tax.....	1,078.00	
Reserve or surplus funds not otherwise included in liabilities.....	656,060.77	
Capital paid-up.....	400,000.00	
Unassigned funds (surplus).....	79,644.26	
<b>Total.....</b>		<b>\$ 3,572,587.64</b>

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918.....	\$ 4,581.15	
Received during the year on old policies.....	17,937.65	
Restored by revival of policies.....	940.89	
<b>Total.....</b>		<b>\$ 23,459.69</b>
Deductions during the year as follows:		
Volded by lapse.....	\$ 2,721.00	
Redeemed by maker in cash.....	16,332.84	
<b>Total reduction of premium note account..</b>		<b>\$ 19,053.84</b>
<b>Balance note assets at end of year 1919.....</b>		<b>\$ 4,405.85</b>

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies in force, December 31, 1918.....	29,274	\$55,088,201.13
Policies issued, revived and increased during the year.....	6,834	14,822,769.73
<b>Totals.....</b>	<b>36,108</b>	<b>\$69,910,970.86</b>

## Deduct policies which have ceased to be in force during the year:

By death.....	283	\$ 520,426.70
By exchange and conversion.....	25	60,685.00
By disability and cancellation.....	30	63,366.00
By expiry.....	42	55,099.00
By surrender.....	178	341,714.00
By lapse.....	1,355	2,702,534.00
By decrease.....	1	57,925.33
<b>Totals.....</b>	<b>1,914</b>	<b>\$ 3,801,750.03</b>
<b>Total policies in force at end of year 1919.....</b>	<b>34,194</b>	<b>66,109,220.83</b>

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies in force December 31, 1918.....	7,967	\$15,976,578.00
Policies issued during the year.....	716	2,734,021.00
<b>Totals.....</b>	<b>8,683</b>	<b>\$18,710,599.00</b>
Deduct policies ceased to be in force.....	210	449,761.00
<b>Policies in force December 31, 1919.....</b>	<b>8,473</b>	<b>\$18,260,838.00</b>
Losses and claims unpaid December 31, 1918.....	6	12,000.00
Losses and claims incurred during the year.....	62	132,294.76
<b>Totals.....</b>	<b>68</b>	<b>\$ 144,294.76</b>
Losses and claims settled during the year.....	62	132,294.76
Losses and claims unpaid December 31, 1919.....	6	12,000.00
Premiums received.....		273,242.53

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year (averaging 25 per cent on the gross premiums) .....	\$372,610.10	
Insurance expenses incurred during the year .....	595,951.33	
Loss from loading .....		\$ 223,341.23
Interest earned during the year .....	\$178,658.76	
Investment expenses incurred during the year .....	7,249.78	
Net income from investments .....	\$171,408.98	
Interest required to maintain reserve .....	119,065.21	
Gain from interest .....	\$ 52,343.77	
Expected mortality on net amount at risk .....	\$852,442.00	
Actual mortality on net amount at risk .....	504,478.73	
Gain from mortality .....	347,963.27	
Total gain during the year from surrendered and lapsed policies .....	\$ 9,510.73	
Decrease in surplus on dividend account .....		\$ 276.71
Loss from assets not admitted .....		24,900.73
Gain on account disability and accidental death benefits \$15,869.58, gain from income on applications pending \$414.48, gain from repayments on failure of depository bank \$32.06 .....	16,316.12	
Excess of net one year term rate over amount from mortuary fund on assessment business .....		176,185.33
Balance unaccounted for .....	684.99	
Total gains and losses in surplus during the year .....	\$ 426,838.88	\$ 424,704.02
Surplus December 31, 1918 .....	\$77,509.40	
Surplus December 31, 1919 .....	79,644.26	
Increase in surplus (enter to column to balance) .....		2,134.86
Totals .....	\$ 426,838.88	\$ 426,838.88

## NATIONAL AMERICAN LIFE INSURANCE COMPANY.

Located at Odd Fellows Building, Burlington, Iowa.

Incorporated March 5, 1887.

Commenced Business July 1, 1887.

Louis H. Koch, President.

Charles Blanke, Secretary.

## CAPITAL STOCK

Amount of ledger assets December 31, of previous year .....	\$ 393,302.19
Extended at .....	\$ 393,302.19

## INCOME

First year's premium on original policies less reinsurance .....	\$ 49,070.91
Dividends applied to purchase paid-up additions and annuities .....	2,024.51
Total new premiums .....	\$ 51,095.42
Renewal premiums less reinsurance .....	\$ 145,557.26
Dividends applied to pay renewal premiums .....	4,759.99
Total renewal premiums .....	\$ 150,317.25

Extra premiums for total and permanent disability and accidental death benefits included in life policies .....	62.06
Total premium income .....	\$ 201,474.73
Dividends left with the company to accumulate at interest .....	49.30
Interest on mortgage loans .....	\$ 7,394.13
Interest on bonds .....	1,612.74
Interest on premium notes, policy loans or liens .....	5,776.24
Interest on deposits .....	390.83
Total interest and rent .....	\$ 15,173.94
From all other sources, total .....	13,883.48
Total income .....	\$ 230,581.45
Total .....	\$ 623,583.64

## DISBURSEMENTS

Death claims and additions .....	\$ 55,680.00
Total death claims and endowments .....	\$ 55,680.00
Premium notes and liens voided by lapse, less restorations .....	16,144.31
Surrender values paid in cash, or applied in liquidation of loans or notes .....	10,302.49
Dividends paid policyholders in cash, or applied in liquidation of loans or notes .....	3,573.41
Dividends applied to pay renewal premiums .....	4,759.99
Dividends applied to purchase paid-up additions and annuities .....	2,024.51
Dividends left with the company to accumulate at interest .....	49.30
Total paid policyholders .....	\$ 92,534.01
Expense of investigation and settlement of policy claims, including legal expenses .....	235.72
Dividends with interest, held on deposit surrender during the year .....	216.21
Commissions to agent .....	42,758.31
Agency supervision and traveling expenses of supervisors .....	2,247.21
Branch office expenses .....	120.00
Medical examiners' fees and inspection of risks .....	7,042.92
Salaries and all other compensation of officers, directors, trustees and home office employees .....	14,571.99
Rent—including for company's occupancy of its own building .....	420.06
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange .....	4,807.21
Legal expense .....	1,235.28
State taxes on premiums .....	708.80
Insurance department licenses and fees .....	2,008.17
Federal taxes .....	1,764.22
All other disbursements, total .....	1,912.38
Total disbursements .....	\$ 172,582.49
Balance .....	\$ 451,300.15

## LEDGER ASSETS

Mortgage loans on real estate .....	\$ 229,800.00
Loans on company's policies assigned as collateral .....	140,635.44
Premium notes on policies in force .....	10,444.21
Book value of bonds and stocks (Schedule D) .....	35,021.98
Cash in office .....	300.00
Deposits in trust companies and banks on interest .....	34,908.52
Agents' balances .....	190.00
Total ledger assets .....	\$ 451,300.15

## NON-LEDGER ASSETS

Interest due and accrued on mortgages .....	\$ 6,257.70
Interest due and accrued on bonds .....	334.53
Interest due and accrued on premium notes, loans or liens .....	3,073.61
Interest due and accrued on other assets .....	22.09
<b>Total</b> .....	<b>\$ 9,687.93</b>
Net uncollected and deferred premiums, new business .....	5,176.91
Net uncollected and deferred premiums, re- newals .....	17,706.36
<b>Gross assets</b> .....	<b>\$ 482,871.31</b>

## DEDUCT ASSETS NOT ADMITTED

Agents' debit balances .....	\$ 190.00
Premium notes or loans on policies and net premiums in excess of value of their policies .....	719.42
<b>Total</b> .....	<b>\$ 909.42</b>
<b>Admitted assets</b> .....	<b>\$ 482,961.90</b>

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: Actuaries table at 3½ per cent on .....	\$ 473,150.00
Same for reversionary additions .....	7,104.00
<b>Total</b> .....	<b>\$ 480,254.00</b>
Deduct net value of risks of this company re- insured .....	3,226.00
<b>Net reserve</b> .....	<b>\$ 477,028.00</b>
Extra reserve for total and permanent disability benefits and for additional accidental death benefits included in life policies .....	766.00
Dividends left with the company to accumu- late at interest .....	49.30
Premiums paid in advance including surrender values so applied .....	572.51
Salaries, rents, office expenses, bills and accounts due or accrued .....	35.90
Medical examiners' and legal fees due or accrued .....	227.00
Estimated amount hereafter payable for federal, state and other taxes .....	800.00
All other liabilities, total .....	31.98
Unassigned funds (surplus) .....	\$ 3,452.01
<b>Total</b> .....	<b>\$ 482,961.90</b>

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918 .....	\$ 21,864.03
Received during the year on old policies .....	27,249.20
<b>Total</b> .....	<b>\$ 49,113.23</b>
Deductions during the year as follows:	
Voided by lapse .....	\$ 14,570.31
Redeemed by maker in cash .....	24,098.71
<b>Total reduction of premium note account</b> .....	<b>\$ 38,669.02</b>
<b>Balance note assets at end of year 1919</b> .....	<b>\$ 10,444.21</b>

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance .....	No. 3,510	Amount \$ 6,030,976.00
Policies in force, December 31, 1918 .....	867	1,852,088.00
Policies issued, revived and increased during the year .....	4,377	7,883,064.00
<b>Totals</b> .....	<b>4,377</b>	<b>\$ 7,883,064.00</b>
Deduct policies which have ceased to be in force during the year:		
By death .....	37	55,680.00
By surrender .....	57	88,578.00
By lapse .....	515	412,309.00
<b>Totals</b> .....	<b>609</b>	<b>\$ 556,567.00</b>
<b>Total policies in force at end of year 1919</b> .....	<b>3,768</b>	<b>\$ 7,326,497.00</b>
Reinsured .....	122	518,705.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies in force December 31, 1918 .....	3,381	\$ 5,923,215.00
Policies issued during the year .....	867	1,852,088.00
<b>Totals</b> .....	<b>4,248</b>	<b>\$ 7,775,303.00</b>
Deduct policies ceased to be in force .....	609	556,567.00
<b>Policies in force December 31, 1919</b> .....	<b>3,639</b>	<b>\$ 7,218,736.00</b>
Losses and claims unpaid December 31, 1918 .....	6	4,183.47
Losses and claims incurred during the year .....	26	43,000.00
<b>Totals</b> .....	<b>32</b>	<b>\$ 47,183.47</b>
Losses and claims settled during the year .....	32	47,183.47
Premium received .....		\$ 197,742.32

## GAIN AND LOSS EXHIBIT—INSURANCE EXHIBIT

	Gain In Surplus	Loss In Surplus
Loading on actual premiums of the year .....	\$ 65,571.36	
Insurance expenses incurred dur- ing the year .....	102,259.34	
<b>Loss from loading</b> .....		<b>\$ 36,687.98</b>
Interest earned during the year .....	18,050.35	
Investment expenses incurred during the year .....	61.90	
<b>Net income from investments</b> .....	<b>\$ 17,988.45</b>	
Interest required to maintain re- serve .....	16,695.68	
<b>Gain from interest</b> .....	<b>\$ 1,292.77</b>	
Expected mortality on net amount at risk .....	\$ 63,720.00	
Actual mortality on net amount at risk .....	46,225.53	
<b>Gain from mortality</b> .....	<b>\$ 17,494.47</b>	
<b>Total gain during the year from surrendered and lapsed policies</b> .....	<b>721.51</b>	
Decrease in surplus on dividend account .....		8,623.42
Decrease in special funds, and special reserve during the year .....	45.33	

## INVESTMENT EXHIBIT

Gain on other investments, viz:.....\$	9,876.50	
Gain from assets not admitted.....	1,322.01	
Gain and loss from all other sources (give items and amounts):.....	827.36	
Balance unaccounted for.....	475.87	475.87
Total gains and losses in surplus during the year .....	\$ 31,579.95	\$ 46,258.14
Surplus December 31, 1918.....	\$18,130.20	
Surplus December 31, 1919.....	3,452.01	
Decrease in surplus (enter to column to balance.)	14,678.19	
Totals .....	\$ 46,258.14	\$ 46,258.14

## NATIONAL FIDELITY LIFE INSURANCE COMPANY OF IOWA.

Located at Sixth and Pierce Streets, Sioux City, Iowa.

Incorporated September 21, 1914. Commenced Business January 18, 1914.

Ralph H. Rice, President.

Carl T. Prime, Secretary.

## CAPITAL STOCK

Amount of capital paid up.....\$	200,000.00
Amount of ledger assets December 31, of previous year .....	503,231.18
Decrease of capital during year.....	100,000.00
Extended at .....	\$ 403,231.18

## INCOME

First year's premium on original policies less reinsurance .....	\$ 94,966.71
Surrender values applied to purchase paid-up insurance .....	125.00
Total new premiums .....	\$ 95,091.71
Renewal premiums less reinsurance.....\$	238,726.47
Surrender values applied to pay renewal.....	64.00
Total renewal premiums.....	\$ 238,790.47
Extra premiums for total and permanent disability and accidental death benefits included in life policies.....	10,962.80
Total premium income.....	\$ 344,774.98
Extra war premiums.....	86.66
Total .....	\$ 344,861.64
Interest on mortgage loans.....\$	19,560.28
Interest on bonds.....	2,123.61
Interest on premium notes, policy loans or liens.....	1,072.77
Interest on deposits.....	1,173.94
Interest on other debts due the company.....	32.15
Total interest and rent.....	\$ 23,962.75
From all other sources, total.....	134,401.40
Agents' balances previously charged off.....	463.69
Total income .....	\$ 503,695.48
Total .....	\$ 906,926.66

## DISBURSEMENTS

Death claims and additions.....\$	42,552.51
Total death claims and endowments.....	\$ 42,552.51

For total and permanent disability:.....\$	80.81
Premiums waived during year.....	300.00
Payments made to policyholders.....	380.81
War premiums refunded.....	686.66
Premium notes and liens voided by lapse, less restorations .....	361.21
Surrender values paid in cash, or applied in liquidation of loans or notes .....	2,950.05
Surrender values applied to pay new and renewal premiums .....	54.00
Surrender values applied to purchase paid-up insurance and annuities.....	125.00
Total paid policyholders.....	\$ 47,140.27
Expense of investigation and settlement of policy claims, including legal expenses.....	36.35
Coupons with interest, held on deposit surrendered during the year.....	3,401.24
Commissions to agent.....	72,238.11
Compensation of managers and agents not paid by commission on new business.....	2,187.24
Agency supervision and traveling expenses of supervisors .....	2,157.01
Branch office expenses and renewal supervision.....	5,734.29
Medical examiners' fees and inspection of risk.....	6,917.91
Salaries and all other compensation of officers, directors, trustees, and home office employees.....	21,228.84
Rent—including company's occupancy of its own buildings .....	2,932.45
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....	10,055.58
Legal expense .....	1,892.50
Furniture, fixtures and safes.....	2,013.54
State taxes on premiums.....	2,224.62
Insurance Department licenses and fees.....	405.60
Federal taxes .....	2,483.99
All other licenses, fees and taxes.....	196.00
All other disbursements, total.....	4,905.96
Agents' balances charged off.....	2,530.30
Loss on maturity of ledger assets.....	90.52
Total disbursements .....	\$ 191,072.32
Balance .....	\$ 715,854.34

## LEDGER ASSETS

Mortgage loans on real estate.....\$	543,505.00
Loans on company's policies assigned as collateral .....	5,235.00
Premium notes on policies in force.....	11,735.90
Book value of bonds and stocks (Schedule D).....	69,048.81
Cash in office.....	200.00
Deposits in trust companies and banks not on interest .....	39,969.83
Deposits in trust companies and banks on interest .....	26,607.51
Agents' balances .....	19,552.29
Total ledger assets.....	\$ 715,854.34

## NON-LEDGER ASSETS

Interest due and accrued on mortgages.....\$	11,678.96
Interest due and accrued on bonds.....	3,059.59
Interest due and accrued on premium notes, loans or liens.....	408.45
Interest due and accrued on other assets.....	255.67
Total .....	\$ 15,402.67
Net uncollected and deferred premiums, renewals .....	15,100.77
Gross assets .....	\$ 746,357.78

## DEDUCT ASSETS NOT ADMITTED

Agents' debit balances.....	\$ 19,784.88	
Premium notes or loans on policies and net premiums in excess of value of their policies.....	1,231.25	
<b>Total .....</b>		<b>\$ 21,016.13</b>
<b>Admitted assets .....</b>		<b>\$ 725,341.65</b>

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: American experience table at 3½ per cent on all policies.....	\$ 424,783.00	
<b>Total .....</b>		<b>\$ 424,783.00</b>
Deduct net value of risks of this company reinsured.....	7,135.00	
<b>Net reserve .....</b>		<b>\$ 417,648.00</b>
Extra reserve for total and permanent disability benefits and for additional accidental death benefits, reinsurance included in life policies.....	\$ 5,503.00	5,503.00
Present value of amounts incurred but not yet due for total and permanent disability benefits.....		600.00
Death losses in process of adjustment.....	5,000.00	
Claims for total and permanent disability benefits and accidental death benefits resisted.....	2,500.00	
<b>Total policy claims.....</b>		<b>\$ 7,500.00</b>
Coupons left with the company to accumulate at interest.....	69,335.13	
Premiums paid in advance including surrender values so applied.....	822.49	
Unearned interest and rent in advance.....	148.08	
Commissions due agents on premium notes, when paid.....	90.74	
Cost of collection on uncollected and deferred premiums in excess of loading.....	266.90	
Salaries, rents, office expenses, bills and accounts due or accrued.....	1,704.79	
Medical examiners' and legal fees due or accrued.....	472.50	
Estimated amount hereafter payable for federal, state and other taxes.....	4,790.00	
All other liabilities, total.....	2,263.26	
Capital paid-up.....	100,000.00	
Unassigned funds (surplus).....	114,124.11	
<b>Total .....</b>		<b>\$ 725,341.65</b>

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918.....	\$ 5,433.33	
Received during the year on old policies.....	22,000.60	
<b>Total .....</b>		<b>\$ 27,433.93</b>
Deductions during the year as follows:		
Used in purchase of surrender policies.....	\$ 757.53	
Voided by lapse.....	461.21	
Redeemed by maker in cash.....	14,479.29	
<b>Total reduction of premium note account...</b>		<b>\$ 15,698.03</b>
<b>Balance note assets at end of year 1919...</b>		<b>\$ 11,735.90</b>

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance.....	No.	Amount
Policies in force, December 31, 1918.....	3,706	\$ 9,005,285.00
Policies issued, revived and increased during the year.....	1,141	3,128,925.00
<b>Totals .....</b>	<b>4,847</b>	<b>\$12,132,210.00</b>

Deduct policies which have ceased to be in force during the year:

By death.....	15	\$ 35,500.00
By surrender.....	20	74,393.00
By lapse.....	398	905,870.00
By decrease.....		32,131.00
<b>Totals .....</b>	<b>433</b>	<b>\$ 1,047,894.00</b>
<b>Total policies in force at end of year 1919.....</b>	<b>4,414</b>	<b>\$11,084,319.00</b>
<b>Reinsured .....</b>		<b>1,166,898.00</b>

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

	No.	Amount
Policies in force December 31, 1918.....	3,133	\$ 7,564,556.00
Policies issued during the year.....	1,048	2,974,045.00
<b>Totals .....</b>	<b>4,181</b>	<b>\$10,538,601.00</b>
Deduct policies ceased to be in force.....	454	1,077,961.00
Policies in force December 31, 1919.....	3,727	\$ 9,460,640.00
Losses and claims unpaid December 31, 1918.....	8	10,810.76
Losses and claims incurred during the year.....	8	35,741.75
<b>Totals .....</b>	<b>16</b>	<b>\$ 46,552.51</b>
<b>Losses and claims settled during the year.....</b>	<b>15</b>	<b>41,552.51</b>
<b>Losses and claims unpaid December 31, 1919.....</b>	<b>1</b>	<b>\$ 5,000.00</b>
<b>Premium received .....</b>		<b>343,570.39</b>

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year.....	\$ 82,685.00	
Insurance expenses incurred during the year.....	133,929.38	
<b>Loss from loading.....</b>		<b>\$ 51,244.38</b>
Interest earned during the year.....	\$ 29,926.80	
Investment expenses incurred during the year.....	29.96	
<b>Net income from investments.....</b>	<b>\$ 29,896.84</b>	
Interest required to maintain reserve.....	14,816.34	
<b>Gain from interest.....</b>	<b>\$ 15,080.50</b>	
Expected mortality on net amount at risk.....	\$ 89,076.00	
Actual mortality on net amount at risk.....	35,549.56	
<b>Gains from mortality.....</b>	<b>\$ 53,526.44</b>	
<b>Total gain during the year from surrendered and lapsed policies...</b>	<b>3,552.37</b>	

## INVESTMENT EXHIBIT

Total losses from stock and bonds.....		\$ 90.52
Loss from assets not admitted.....		16,457.16
Capital reduced.....	\$ 100,000.00	
Gain on total disability and double indemnity.....	6,630.59	
Premium notes voided by lapse.....		361.21
Extra war premiums refunded.....		600.00
<b>Total gains and losses in surplus during the year .....</b>	<b>\$ 178,789.90</b>	<b>\$ 68,753.27</b>
Surplus December 31, 1918.....	\$ 4,087.48	
Surplus December 31, 1919.....	114,124.11	
<b>Increase in surplus (enter to column to balance) .....</b>		<b>110,036.63</b>
<b>Totals .....</b>	<b>\$ 178,789.90</b>	<b>\$ 178,789.90</b>

## REGISTER LIFE INSURANCE COMPANY.

Located at No. 617 Brady Street, Davenport, Iowa.

Incorporated April 17, 1889.

Commenced business April 22, 1889.

G. E. Decker, President.

A. E. Littig, Secretary.

## CAPITAL STOCK

Amount of ledger assets December 31, of previous year .....	\$ 2,270,296.23
Extended at .....	\$ 2,270,296.23

## INCOME

First year's premium on original policies less reinsurance .....	\$ 120,236.74
Dividends applied to purchase paid-up additions and annuities .....	5,379.09
Total new premiums .....	\$ 125,615.83
Renewal premiums less reinsurance .....	\$ 346,577.74
Dividends applied to pay renewal premiums .....	73,910.32
Total renewal premiums .....	\$ 420,488.06
Extra premiums for total and permanent disability and accidental death benefits included in life policies .....	500.99
Total premium income .....	\$ 546,604.88
Consideration for supplementary contracts not involving life contingencies .....	2,000.00
Dividends left with the company to accumulate at interest .....	5,796.49
Interest on mortgage loans .....	\$ 112,177.69
Interest on bonds .....	6,602.96
Interest on premium notes, policy loans or liens .....	16,422.94
Rents—including \$2,500.00 for company's occupancy of its own buildings less interest on incumbrances .....	2,953.50
Total interest and rent .....	\$ 138,157.09
Borrowed money (gross) .....	45,000.00
Total income .....	\$ 737,558.46
Total .....	\$ 3,007,854.69

## DISBURSEMENTS

Death claims and additions .....	\$ 104,656.93
Matured endowments and additions .....	21,665.49
Total death claims and endowments .....	\$ 126,322.42
Premium notes and liens voided by lapse, less \$63.41 restorations .....	171.40
Surrender values paid in cash, or applied in liquidation of loans or notes .....	44,064.15
Dividends paid policyholders in cash, or applied in liquidation of loans or notes .....	5,067.26
Dividends applied to pay renewal premiums .....	73,910.32
Dividends applied to purchase paid-up additions and annuities .....	5,379.09
Dividends left with the company to accumulate at interest .....	5,796.49
Total paid policyholders .....	\$ 260,711.13
Supplementary contracts not involving life contingencies .....	760.25
Dividends with interest, held on deposit surrendered during the year .....	5,081.15

Commissions to agent .....	86,804.84
Agency supervision and traveling expenses of supervisors .....	6,925.03
Medical examiners' fees and inspection of risk, salaries and all other compensation of officers, directors, trustees and home office employees .....	29,576.45
Rent—including \$2,500.00 for company's occupancy of its own buildings .....	2,500.00
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange .....	11,151.80
Legal expense .....	502.00
Furniture, fixtures and safes .....	1,978.09
Repairs and expenses (other than taxes) on real estate .....	1,747.57
Taxes on real estate .....	915.25
State taxes on premiums .....	96.92
Insurance Department licenses and fees .....	106.95
Federal taxes .....	4,050.98
All other licenses, fees and taxes .....	3,091.07
Borrowed money repaid .....	45,000.00
Interest on borrowed money .....	599.17
Total disbursements .....	\$ 470,231.22
Balance .....	\$ 2,537,623.47

## LEDGER ASSETS

Book value of real estate .....	\$ 51,170.55
Mortgage loans on real estate .....	2,026,366.00
Loans on company's policies assigned as collateral .....	247,136.97
Premium notes on policies in force .....	8,631.17
Book value of bonds and stocks (Schedule D) .....	147,277.71
Cash in office .....	150.00
Deposits in trust companies and banks not on interest .....	31,032.83
Deposits in trust companies and banks on interest .....	6,251.78
Bills receivable .....	454.98
Agents' balances .....	19,151.48
Total ledger assets .....	\$ 2,537,623.47

## NON-LEDGER ASSETS

Interest due \$3,136.30 and accrued \$58,055.62 on mortgages .....	\$ 61,191.92
Interest due and accrued \$1,340.26 on bonds .....	1,340.26
Interest due \$152.23 and accrued \$573.82 on premium notes, loans or liens .....	726.05
Total .....	\$ 63,258.23
Market value of bonds and stocks over book value .....	32.29
Net uncollected and deferred premiums, new business .....	751.47
Net uncollected and deferred premiums, renewals .....	26,045.65
Gross assets .....	\$ 2,627,711.11

## DEDUCT ASSETS NOT ADMITTED

Agents' debit balances .....	\$ 19,151.48
Bills receivable .....	454.98
Premium notes or loans on policies and net premiums in excess of value of their policies .....	2,570.17
Total .....	\$ 22,176.63
Admitted assets .....	\$ 2,605,534.48

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the actuary on the following tables of mortality and rates of interest, viz: Actuaries' tables at 4 per cent on all policies issued prior to January 1, 1906.....	\$ 1,081,015.39	
Same for reversionary additions.....	11,592.05	
American experience table at 3 per cent on all policies issued since January 1, 1906.....	1,195,193.91	
Same for reversionary additions.....	22,851.77	
Net reserve .....		\$ 2,310,653.12
Extra reserve for total and permanent disability benefits \$304.91 and for additional accidental death benefits included in life policies.....	304.91	
Present value amounts not yet due on supplementary contracts not involving life contingencies .....		11,902.69
Death losses incurred but not reported.....	\$ 12,034.08	
Total policy claims.....		\$ 12,034.08
Dividends left with the company to accumulate at interest .....	27,127.00	
Premiums paid in advance including surrender values so applied.....	6,763.29	
Unearned interest and rent in advance.....	6,317.04	
Commissions due agents on premium notes, when paid .....	250.41	
Commissions to agents due or accrued.....	3,682.15	
Salaries, rents, office expenses, bills and accounts due or accrued.....	271.82	
Medical examiners' and legal fees due or accrued .....	925.00	
Estimated amount hereafter payable for federal, state and other taxes.....	7,227.93	
Dividends or other profits due policyholders.....	5,603.24	
Dividends declared on or apportioned to annual dividend policies payable to policyholders to and including December 31, 1920.....	101,945.93	
Amounts set apart, apportioned, provisionally ascertained, calculated, declared or held awaiting apportionment upon deferred dividend policies .....	97.82	
Surplus fund held on account of renewable term policies .....	6,060.40	
All other liabilities, total.....	4,632.60	
Unassigned funds (surplus).....	100,632.05	
Total .....		\$ 2,605,534.48

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918.....	\$ 9,940.36	
Received during the year on new policies.....	459.54	
Received during the year on old policies.....	19,818.85	
Total .....		\$ 30,218.75
Deductions during the year as follows:		
Voided by lapse.....	\$ 234.81	
Redeemed by maker in cash.....	21,352.77	
Total reduction of premium note account..		\$ 21,587.58
Balance note assets at end of year 1919....		\$ 8,631.17

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies in force, December 31, 1918.....	8,581	\$14,845,910.00
Policies issued, revived and increased during the year.....	1,556	4,334,631.00
Totals .....	10,137	\$19,180,541.00

Deduct policies which have ceased to be in force during the year:		
By death .....	48	\$3,086.00
By maturity .....	56	100,500.00
By expiry .....	31	57,028.00
By surrender .....	139	203,256.00
By lapse .....	106	261,771.00
By decrease .....		4,941.00
Not taken .....	6	25,097.00
Totals .....	386	735,679.00
Total policies in force at end of year 1919.....	9,751	\$18,444,862.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

	No.	Amount
Policies in force December 31, 1918.....	8,581	\$14,845,910.00
Policies issued during the year.....	1,556	4,334,631.00
Totals .....	10,137	\$19,180,541.00
Deduct policies ceased to be in force.....	386	735,679.00
Policies in force December 31, 1919.....	9,751	\$18,444,862.00
Losses and claims unpaid December 31, 1918.....	25	32,431.26
Losses and claims incurred during the year.....	50	84,259.75
Totals .....	75	\$ 116,691.01
Losses and claims settled during the year.....	69	104,656.93
Losses and claims unpaid December 31, 1919.....	6	\$ 12,034.08
Premium received .....		\$ 546,604.88

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year.....	\$135,001.32	
Insurance expenses incurred during the year .....	167,259.23	
Loss from loading.....		\$ 32,257.91
Interest earned during the year.....	\$139,751.13	
Investment expenses incurred during the year .....	2,662.82	
Net income from investments.....	\$137,088.31	
Interest required to maintain reserve .....	77,869.90	
Gain from interest.....	\$ 59,218.41	
Expected mortality on net amount at risk .....	\$155,912.08	
Actual mortality on net amount at risk .....	67,996.84	
Gain from mortality.....	\$ 87,915.24	
Total gain during the year from surrendered and lapsed policies.....	909.03	
Decrease in surplus on dividend account .....		\$ 106,189.76

## INVESTMENT EXHIBIT

Total losses from stocks and bonds.....		\$ 5.91
Gain from assets not admitted.....	10,855.54	
Balance unaccounted for.....	28.96	
Total gains and losses in surplus during the		



year .....	\$ 158,927.18	\$ 138,453.54
Surplus December 31, 1918.....	\$ 80,159.45	
Surplus December 31, 1919.....	100,633.05	
Increase in surplus (enter to column to balance) .....		20,473.60
Totals .....	\$ 158,927.18	\$ 158,927.18

### THE REINSURANCE LIFE COMPANY OF AMERICA.

Located at 911 Hubbell Building, Des Moines, Iowa.

Incorporated June 15, 1917. Commenced Business August 18, 1918,

H. B. Hawley, President. F. R. Harsh, Secretary.

#### CAPITAL STOCK

Amount of capital paid up.....	\$ 488,250.00	
Amount of ledger assets December 31, of previous year .....	289,920.21	
Increase of capital during year.....	336,125.00	
Extended at .....		\$ 656,045.21

#### INCOME

First year's premium on original policies less reinsurance .....	\$ 52,168.67	
Total new premiums.....	\$ 52,168.67	
Renewal premiums less reinsurance.....	22,709.94	
Total renewal premiums.....	\$ 22,709.94	
Extra premiums for total and permanent dis- ability and accidental death benefits in- cluded in life policies.....	2,337.21	
Total premium income.....	\$ 77,115.82	
Interest on mortgage loans.....	\$ 1,906.16	
Interest on bonds.....	3,543.02	
Interest on deposits.....	3,408.12	
Interest on other debts due the company.....	9,643.40	
Total interest and rent.....	\$ 18,500.70	
From all other sources, total.....	391,015.14	
Profit on sale or maturity of ledger assets.....	19.36	
Total income .....	\$ 486,653.92	
Total .....	\$ 1,142,699.13	

#### DISBURSEMENTS

Death claims and additions.....	\$ 5,925.00	
Total death claims and endowments.....	\$ 5,925.00	
Total paid policyholders.....	\$ 5,925.00	
Expense of investigation and settlement of policy claims, including legal expenses.....	135.50	
Commissions to agents.....	14,104.99	
Agency supervision and traveling expenses of supervisors .....	2,677.21	
Medical examiners' fees and inspection of risk	39.50	
Salaries and all other compensation of officers, directors, trustees and home office employes	15,624.46	

Rent—including company's occupancy of its own buildings .....	845.00
Advertising, printing, stationery, postage, tele- graph, telephone, express and exchange.....	2,939.68
Legal expense .....	2,859.06
Furniture, fixtures and safes.....	333.23
State taxes on premiums.....	97.25
Insurance department licenses and fees.....	194.05
Federal taxes .....	196.00
All other licenses, fees and taxes.....	651.07
All other disbursements, total.....	255,644.74
Borrowed money repaid.....	12,933.18
Interest on borrowed money.....	119.58
Total disbursements .....	\$ 315,370.50
Balance .....	\$ 827,328.63

#### LEDGER ASSETS

Mortgage loans on real estate.....	\$ 412,100.00
Book value of bonds and stocks (Schedule D)...	128,498.81
Cash in office.....	1,075.28
Deposits in trust companies and banks not on interest .....	11,343.07
Deposits in trust companies and banks on in- terest .....	269,576.37
Bills receivable .....	4,312.50
War savings stamps.....	422.60
Total ledger assets.....	\$ 827,328.63

#### NON-LEDGER ASSETS

Interest due and accrued \$8,336.66 on mort- gages .....	\$ 8,336.66
Interest due and accrued \$1,431.32 on bonds....	1,431.32
Interest due and accrued on other assets.....	7,703.73
Total .....	\$ 17,471.71
Net uncollected and deferred premiums, new business .....	14,271.26
Net uncollected and deferred premiums, re- newals .....	32,331.12
Gross assets .....	\$ 891,402.72

#### DEDUCT ASSETS NOT ADMITTED

Certificates of deposit not accepted.....	\$ 2,250.00
Bills receivable .....	4,312.50
Book value of ledger assets over market value, bonds, stocks, total .....	2,558.14
Total .....	\$ 9,120.64
Admitted assets .....	\$ 882,282.08

#### LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: American experience table at 3½ per cent on...\$	72,856.31
Deduct net value of risks of this company re- insured .....	10,685.73
Net reserve .....	\$ 62,170.58
Extra reserve for total and permanent dis- ability benefits \$662.51 and for additional accidental death benefits \$456.10 included in life policies .....	1,118.61
Death losses reported, no proofs received.....	3,645.00
Total policy claims .....	\$ 3,645.00

Cost of collection on uncollected and deferred premiums in excess of loading.....	
Salaries, rents, office expenses, bills and accounts due or accrued.....	3,446.74
Medical examiners' and legal fees due or accrued.....	549.29
Estimated amount hereafter payable for federal state and other taxes.....	75.00
Suspense stock.....	2,700.00
Stock notes guaranteed to purchaser.....	1,437.50
Capital paid-up.....	29,526.64
Unassigned funds (surplus).....	488,250.00
	289,371.81
<b>Total</b> .....	<b>\$ 882,282.08</b>

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies in force, December 31, 1918.....	152	\$ 815,105.00
Policies issued, revived and increased during the year.....	9,042	14,298,681.00
<b>Totals</b> .....	<b>9,194</b>	<b>\$ 15,113,786.00</b>
Deduct policies which have ceased to be in force during the year:		
By death.....	17	145.70
By lapse.....	133	785,282.00
<b>Totals</b> .....	<b>150</b>	<b>\$ 799,853.00</b>
<b>Total policies in force at end of year</b> .....	<b>9,044</b>	<b>\$ 14,313,933.00</b>
Reinsured.....	324	2,096,055.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies in force December 31, 1918.....	37	\$ 175,430.00
Policies issued during the year.....	489	2,895,572.00
<b>Totals</b> .....	<b>526</b>	<b>\$ 3,071,002.00</b>
Deduct policies ceased to be in force.....	25	112,000.00
<b>Policies in force December 31, 1919</b> .....	<b>501</b>	<b>\$ 2,959,002.00</b>

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain In Surplus	Loss In Surplus
Loading on actual premiums of the year (averaging 5.82 per cent on the gross premiums).....		\$ 7,133.03
Insurance expenses incurred during the year.....	47,043.67	
<b>Loss from loading</b> .....		<b>\$ 39,910.64</b>
Interest earned during the year.....	\$33,395.28	
Investment expenses incurred during the year.....	2,859.06	
Net income from investments.....	\$30,536.22	
Interest required to maintain reserve.....	2,191.60	
<b>Gained from interest</b> .....	<b>\$ 28,344.62</b>	
Expected mortality on net amount at risk.....	\$58,183.90	
Actual mortality on net amount at risk.....	9,570.00	
<b>Gain from mortality</b> .....	<b>\$ 48,613.90</b>	
<b>Net to profit account</b> .....	<b>150.00</b>	

## INVESTMENT EXHIBIT

Total gains from stocks and bonds.....	19.26	
Loss from certificates of deposit not admitted.....		\$ 2,250.00
Gain disability and double indemnity.....	1,141.60	
Loss stock notes guaranteed.....		29,526.64

Gain surplus contributed.....	236,528.38	
Balance unaccounted for.....	23.75	
<b>Total gains and losses in surplus during the year</b> .....	<b>\$ 314,821.51</b>	<b>\$ 71,687.28</b>
Surplus December 31, 1918.....	\$ 46,237.58	
Surplus December 31, 1919.....	289,371.81	
Increase in surplus (enter to column to balance).....		243,134.23
<b>Totals</b> .....	<b>\$ 314,821.51</b>	<b>\$ 314,821.51</b>

## ROYAL UNION MUTUAL LIFE INSURANCE COMPANY.

Located at Hippee Bldg., Des Moines, Iowa.  
 Incorporated March 15, 1886. Commenced Business March 18, 1886.  
 Frank D. Jackson, President. Sidney A. Foster, Secretary.

## CAPITAL STOCK

Amount of ledger assets December 31, of previous year.....	\$ 7,982,122.00
Extended at.....	\$ 7,982,122.00

## INCOME

First year's premium on original policies less reinsurance.....	\$ 358,739.75
Dividends applied to purchase paid-up additions and annuities.....	12,709.98
Surrender values applied to purchase paid-up insurance and annuities.....	35,599.00
Total new premiums.....	\$ 407,048.73
Renewal premiums less reinsurance.....	\$ 1,681,628.87
Dividends applied to pay renewal premiums.....	44,046.77
<b>Total renewal premiums</b> .....	<b>\$ 1,725,675.64</b>
Extra premiums for total and permanent disability and accidental death benefits included in life policies.....	4,359.61
Extra war premiums.....	585.87
<b>Total premium income</b> .....	<b>\$ 2,137,669.65</b>
Premiums reported during year on U. S. Monthly Difference List.....	336.74
Consideration for supplementary contracts not involving life contingencies.....	9,419.00
Dividends left with the company to accumulate at interest.....	44,525.05
Interest on mortgage loans.....	\$ 361,974.68
Interest on collateral loans.....	78.30
Interest on bonds.....	24,968.72
Interest on premium notes, policy loans or liens.....	84,745.29
Interest on deposits.....	468.03
Interest on other debts due the company.....	2,264.70
Rents—including company's occupancy of its own buildings less interest on incumbrances.....	2,093.93
<b>Total interest and rent</b> .....	<b>\$ 476,593.65</b>
Profit on sale or maturity of ledger assets.....	15,406.51
Borrowed money, unpaid installments on Liberty Bonds.....	150,000.00
<b>Total income</b> .....	<b>\$ 2,833,950.60</b>
<b>Total</b> .....	<b>\$10,816,072.66</b>
DISBURSEMENTS	
Death claims and additions.....	\$ 447,192.82
Matured endowments and additions.....	140,742.97
<b>Total death claims and endowments</b> .....	<b>\$ 587,935.79</b>

For total and permanent disability:	
Payments made to policyholders.....	\$ 416,000.00
Annuities involving life contingencies.....	
Premium notes and liens voided by lapse, less \$2,846.20 restorations.....	609.00
Surrender values paid in cash, or applied in liquidation of loans or notes.....	16,291.87
Surrender values applied to purchase paid-up insurance and annuities.....	245,296.79
Dividends paid policyholders in cash, or applied in liquidation of loans or notes.....	35,599.00
Dividends applied to pay renewal premiums.....	176,144.38
Dividends applied to purchase paid-up additions and annuities.....	44,946.77
Dividends left with the company to accumulate at interest.....	12,709.98
	44,525.05
<b>Total paid policyholders.....</b>	<b>\$ 1,167,293.63</b>
Expense of investigation and settlement of policy claims, including legal expenses.....	1,352.05
Supplementary contracts not involving life contingencies.....	10,108.00
Dividends with interest, held on deposit surrendered during the year.....	6,678.05
Paid Guarantee Fund Shareholders for dividends (amount declared during the year: Cash \$5,970.00).....	5,970.00
Commissions to agent.....	360,186.34
Commuted renewal commissions.....	3,000.00
Compensation of managers and agents not paid by commission on new business.....	35,413.26
Agency supervision and traveling expenses of supervisors.....	11,353.41
Branch office expenses.....	9,616.00
Medical examiners' fees and inspection of risk.....	37,317.99
Salaries and all other compensation of officers, directors, trustees and home office employees.....	112,780.98
Rent—including company's occupancy of its own buildings.....	13,495.75
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....	18,317.15
Legal expense.....	1,130.13
Furniture, fixtures and safes.....	2,501.25
Taxes on real estate.....	1,923.75
State taxes on premiums.....	25,445.04
Insurance Department licenses and fees.....	994.22
Federal taxes.....	11,328.68
All other licenses, fees and taxes.....	998.27
All other disbursements, total.....	8,312.03
Borrowed money repaid, unpaid installments on Liberty Bonds.....	270,000.00
Interest on borrowed money, unpaid installments on Liberty Bonds.....	6,710.20
<b>Total disbursements.....</b>	<b>\$ 2,132,246.24</b>
<b>Balance.....</b>	<b>\$ 8,693,826.42</b>

## LEDGER ASSETS

Book value of real estate.....	\$ 76,830.91
Mortgage loans on real estate.....	6,759,430.00
Premiums reported on U. S. Monthly Difference List.....	336.74
Loans on company's policies assigned as collateral.....	1,493,506.12
Premium notes on policies in force.....	57,640.73
Book value of bonds and stocks (Schedule D).....	182,150.00
Cash in office.....	1,000.00
Deposits in trust companies and banks not on interest.....	115,288.18
Bills receivable.....	6,813.74
War Savings Stamps.....	830.00
<b>Total ledger assets.....</b>	<b>\$ 8,693,826.42</b>

## NON-LEDGER ASSETS

Interest due \$10,909.98 and accrued \$145,657.14 on mortgages.....	\$ 156,567.12
Interest due and accrued \$1,590.43 on bonds.....	1,590.43
Interest due \$13,022.22 and accrued \$37,488.68 on premium notes, loans or liens.....	50,510.90
<b>Total.....</b>	<b>\$ 208,668.45</b>
Net uncollected and deferred premiums, new business.....	543.84
Net uncollected and deferred premiums, renewals.....	79,893.59
<b>Gross assets.....</b>	<b>\$ 8,982,932.30</b>

## DEDUCT ASSETS NOT ADMITTED

Bills receivable.....	\$ 6,813.74
Premium notes or loans on policies and net premiums in excess of value of their policies.....	9,597.82
<b>Total.....</b>	<b>\$ 16,411.56</b>
<b>Admitted assets.....</b>	<b>\$ 8,966,520.74</b>

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz:	
Actuaries table at 4 per cent on.....	\$ 3,427,162.00
Same for reversionary additions.....	24,777.00
American experience table at 3½ per cent on.....	4,335,064.00
Same for reversionary additions.....	48,983.00
Net present values of annuities.....	49,815.00
<b>Total.....</b>	<b>\$ 7,885,801.00</b>
Deduct net value of risks of this company re-insured.....	23,219.00
<b>Net reserve.....</b>	<b>\$ 7,862,582.00</b>
Extra reserve for total and permanent disability benefits and for additional accidental death benefits included in life policies.....	7,857.00
Present value amounts not yet due on supplementary contracts involving and not involving life contingencies.....	122,872.00
Present value of amounts incurred but not yet due for total and permanent disability benefits.....	4,931.00
Death losses in process of adjustment.....	\$ 1,000.00
Death losses reported, no proofs received.....	26,251.00
Matured endowments due and unpaid.....	8,450.00
<b>Total policy claims.....</b>	<b>\$ 35,701.00</b>
Dividends left with the company to accumulate at interest.....	297,498.63
Premiums paid in advance including surrender values so applied.....	9,869.98
Unearned interest and rent in advance.....	2,595.93
Commissions to agents due or accrued.....	695.78
Salaries, rents, office expenses, bills and accounts due or accrued.....	515.94
Medical examiners' and legal fees due or accrued.....	750.00
Estimated amount hereafter payable for federal, state and other taxes.....	40,000.00
Dividends or other profits due policyholders.....	25,423.87
Dividends declared on or apportioned to annual dividend policies payable to policyholders to and including December 31, 1920.....	64,656.00
Dividends declared or apportioned to deferred dividend policies payable to policyholders to and including December 31, 1920.....	195,427.00
All other liabilities, total.....	4,370.11
Unassigned funds (surplus).....	290,774.50
<b>Total.....</b>	<b>\$ 8,966,520.74</b>

## PREMIUM NOTE ACCOUNT

On hand December 31, 1918.....	\$ 61,665.47	
Received during the year on old policies.....	145,713.21	
Restored by revival of policies.....	2,846.20	
<b>Total</b> .....		<b>\$ 210,224.88</b>
Deductions during the year as follows:		
Used in payment of losses and claims.....	\$ 907.98	
Used in purchase of surrender policies.....	35.88	
Voided by lapse.....	19,123.07	
Used in payment of dividends to policyholders	14.56	
Redeemed by maker in cash.....	132,494.86	
<b>Total reduction of premium note account..</b>		<b>\$ 152,584.15</b>
<b>Balance note assets at end of year 1919...</b>		<b>\$ 57,640.73</b>

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies in force, December 31, 1918.....	32,401	\$52,432,109.00
Policies issued, revived and increased during the year 4,876		10,390,479.00
<b>Totals</b> .....	<b>37,277</b>	<b>\$62,822,588.00</b>
Deduct policies which have ceased to be in force during the year:		
By death.....	223	379,263.00
By maturity.....	73	137,087.00
By disability.....	2	4,160.00
By expiry.....	45	92,844.00
By surrender.....	427	673,370.00
By lapse.....	1,489	2,972,042.00
By decrease.....		478,207.00
<b>Totals</b> .....	<b>2,259</b>	<b>\$ 4,736,973.00</b>
<b>Total policies in force at end of year 1919.....</b>	<b>35,018</b>	<b>\$58,085,615.00</b>
Reinsured .....	167	1,111,442.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies in force December 31, 1918.....	No. 12,388	Amount \$19,524,512.00
Policies issued during the year.....	1,834	4,053,603.00
<b>Totals</b> .....	<b>14,222</b>	<b>\$23,578,116.00</b>
Deduct policies ceased to be in force.....	825	1,663,052.00
<b>Policies in force December 31, 1919.....</b>	<b>13,397</b>	<b>\$22,315,064.00</b>
Losses and claims unpaid December 31, 1918.....	29	38,904.00
Losses and claims incurred during the year.....	49	96,465.45
<b>Totals</b> .....	<b>78</b>	<b>\$ 135,369.45</b>
Losses and claims settled during the year.....	77	134,160.45
Losses and claims unpaid December 31, 1919.....	1	1,209.00
Premium received .....		714,055.88

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year.....	\$695,363.07	
Insurance expenses incurred during the year.....	649,078.41	
<b>Gain from loading.....</b>	<b>\$ 46,284.66</b>	
Interest earned during the year.....	\$476,775.27	
Investment expenses incurred during the year.....	7,445.63	
<b>Net income from investments.....</b>	<b>\$469,329.64</b>	
Interest required to maintain reserve	283,107.00	
<b>Gain from interest.....</b>	<b>\$ 186,222.64</b>	

Expected mortality on net amount at risk.....	\$466,495.00	
Actual mortality on net amount at risk.....	289,111.82	
<b>Gain from mortality.....</b>		<b>\$ 177,383.18</b>
Expected disbursements to annuitants	199.10	
Net actual annuity claims incurred..	600.00	
<b>Loss from annuities.....</b>		<b>\$ 400.90</b>
Total gain during the year from surrendered and lapsed policies.....	\$ 15,018.34	
Dividends paid Guarantee Fund shareholders.....		5,970.00
Decrease in surplus on dividend account .....		347,872.92

## INVESTMENT EXHIBIT

Total gains from real estate.....	\$ 15,406.51	
Gain from assets not admitted.....	17,020.31	
Loss on account of total and permanent disability benefits.....		1,946.25
Loss from unpaid amounts owed by agents.....		358.79
Balance unaccounted for.....		1,604.37
<b>Total gains and losses in surplus during the year .....</b>	<b>\$ 457,335.64</b>	<b>\$ 358,153.23</b>
Surplus December 31, 1918.....	\$191,592.09	
Surplus December 31, 1919.....	290,774.50	
<b>Increase in surplus (enter to column to balance) .....</b>		<b>99,182.41</b>
<b>Totals .....</b>	<b>\$ 457,335.64</b>	<b>\$ 457,335.64</b>

## REPUBLIC LIFE INSURANCE COMPANY.

Located at Des Moines, Iowa.  
 Incorporated June 14, 1919. Commenced Business August 8, 1919.  
 C. S. Burkit, President. W. H. Johnson, Secretary.

## INCOME

First year's premium on original policies less reinsurance.....	\$ 955.69	
<b>Total new premiums.....</b>		<b>\$ 955.69</b>
Extra premiums for total and permanent disability and accidental death benefits included in life policies.....		69.08
<b>Total premium income.....</b>		<b>\$ 1,024.77</b>
From promotion expense advanced.....		750.00
<b>Total income.....</b>		<b>\$ 1,774.77</b>

## DISBURSEMENTS

Commissions to agents.....	533.02
Rent—including company's occupancy of its own building.....	106.70
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....	173.23
Furniture, fixtures and safes.....	55.00
State taxes on premiums.....	11.50
Insurance department licenses and fees.....	14.00
Federal taxes.....	25.84
All other licenses, fees and taxes.....	28.00
All other disbursements, total.....	4.35
Borrowed money repaid, promotion fund repaid.....	125.00
<b>Total disbursements .....</b>	<b>\$ 1,076.64</b>
<b>Balance .....</b>	<b>\$ 698.13</b>

## LEDGER ASSETS

Book values of bonds and stocks (Schedule D) \$	400.00
Deposits in trust companies and banks not on interest .....	298.13
<b>Total ledger assets .....</b>	<b>\$ 698.13</b>

## NON-LEDGER ASSETS

Net uncollected and deferred premiums, new business .....	249.00
<b>Gross assets .....</b>	<b>\$ 947.13</b>

## DEDUCT ASSETS NOT ADMITTED

Premium notes or loans on policies and net premiums in excess of value of their policies \$	103.75
<b>Total .....</b>	<b>\$ 103.75</b>
<b>Admitted assets .....</b>	<b>\$ 843.38</b>

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1919, as computed by the company on the following tables of mortality and rates of interest, viz: American experience table at 4 per cent on..... \$	400.00
<b>Total .....</b>	<b>\$ 400.00</b>
Deduct net value of risks of this company reinsured .....	37.21
<b>Net reserve .....</b>	<b>372.79</b>
Extra reserve for total and permanent disability benefits and for additional accidental death benefits \$35.00 included in life policies \$	35.00
Estimated amount hereafter payable for federal, state and other taxes .....	20.00
All other liabilities, total .....	427.79
Unassigned funds (surplus) .....	415.59
<b>Total .....</b>	<b>\$ 843.38</b>

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies in force, December 31, 1919.....	238	\$ 80,275.00
<b>Totals .....</b>	<b>238</b>	<b>\$ 80,275.00</b>
<b>Total policies in force at end of year 1919.....</b>	<b>238</b>	<b>\$ 80,275.00</b>
Reinsured .....	4	\$ 5,900.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies issued during the year.....	288	\$ 80,275.00
<b>Totals .....</b>	<b>288</b>	<b>\$ 80,275.00</b>
Policies in force December 31, 1919.....	238	\$ 80,275.00
Premium received .....		1,013.33

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain In Surplus	Loss In Surplus
Loading on actual premiums of the year (averaging 6.5 per cent on the gross premiums) .....	\$ 1,285.47	
Insurance expenses incurred during the year .....	1,650.64	
<b>Loss from loading .....</b>	<b>\$ 365.17</b>	

Expected mortality on net amount at risk .....	\$ 236.38	\$ 236.38
Gain from mortality.....		

## INVESTMENT EXHIBIT

Loss from assets not admitted.....	\$ 103.75
Gain from all other sources (give items and amounts): .....	625.00
Balance unaccounted for.....	26.87
<b>Total gains and losses in surplus during the year .....</b>	<b>\$ 911.38</b>
Surplus December 31, 1919.....	\$ 415.59
Increase in surplus (enter to column to balance)	\$ 415.59
<b>Totals .....</b>	<b>\$ 911.38</b>

## STATE LIFE INSURANCE COMPANY OF IOWA.

Located at No. 215 Iowa Bldg., Des Moines, Iowa.

Incorporated December 17, 1917.

Commenced Business July 22, 1919.

John P. O'Malley, President.

Chas. L. Snyder, Secretary.

## CAPITAL STOCK

Amount of capital paid up.....	\$ 619,800.00
Amount of ledger assets December 31, of previous year .....	670,162.50
Increase of capital during the year.....	55,450.00
Extended at .....	\$ 725,612.50

## INCOME

First year's premium on original policies less reinsurance .....	\$ 77,624.82
<b>Total new premiums .....</b>	<b>\$ 77,624.82</b>
Interest on mortgage loans.....	5,022.45
Interest on bonds.....	3,648.68
Interest on deposits.....	403.05
<b>Total interest and rent.....</b>	<b>\$ 9,074.18</b>
From all other sources, total.....	16,031.67
<b>Total income .....</b>	<b>\$ 102,730.67</b>
<b>Total .....</b>	<b>\$ 828,343.17</b>

## DISBURSEMENTS

Commissions to agents.....	\$ 65,867.28
Medical examiners' fees and inspection of risk..	2,074.50
Salaries and all other compensation of officers, directors, trustees' and home office employees.	13,207.40
Rent—including company's occupancy of its own buildings .....	1,021.30
Advertising, printing, stationery, postage, telegraph, telephone, express and exchange.....	2,285.38
Furniture, fixtures and safes.....	2,398.87
Insurance Department licenses and fees.....	263.60
All other disbursements, total.....	1,896.12
<b>Total disbursements .....</b>	<b>\$ 89,014.45</b>
<b>Balance .....</b>	<b>\$ 739,328.72</b>

## LEDGER ASSETS

Mortgage loans on real estate.....	\$ 478,040.00	
War Savings Stamps.....	952.38	
Book value of bonds and stocks (Schedule D)...	202,200.00	
Cash in office.....	3,942.58	
Deposits in trust companies and banks not on interest.....	28,440.05	
Deposits in trust companies and banks on interest.....	25,753.71	
<b>Total ledger assets.....</b>		<b>\$ 739,328.72</b>

## NON-LEDGER ASSETS

Interest due and accrued on mortgages.....	\$ 9,867.52	
Interest due and accrued on bonds.....	1,507.26	
Interest due and accrued on other assets.....	389.81	
<b>Total.....</b>		<b>\$ 11,755.59</b>
Gross assets.....	\$ 751,084.41	
Admitted assets.....	751,084.41	

## LIABILITIES

Net present value of outstanding policies in force on the 31st day of December, 1918, as computed by the insurance department on the following tables of mortality and rates of interest, viz:		
American experience table at 3½ per cent on..	\$ 9,259.05	
<b>Total.....</b>		<b>\$ 9,259.05</b>
Deduct net value of risks of this company reinsured.....	2,679.80	
Net reserve.....		\$ 6,588.25
Extra reserve for total and permanent disability benefits \$1,127.65 and for additional accidental death benefits \$763.97 included in life policies	1,891.62	
Salaries, rents, office expenses, bills and accounts due or accrued.....		\$ 422.96
All other liabilities, total.....		3,549.76
Capital paid-up.....		619,800.00
Unassigned funds (surplus).....		118,831.82
<b>Total.....</b>		<b>\$ 751,084.41</b>

## EXHIBIT OF POLICIES—ORDINARY

Business Written Exclusive of Group Insurance	No.	Amount
Policies issued, revived and increased during the year.....	356	\$ 1,862,500.00
<b>Totals.....</b>	<b>356</b>	<b>\$ 1,862,500.00</b>
Deduct policies which have ceased to be in force during the year:		
Not canceled.....	2	8,000.00
<b>Totals.....</b>	<b>2</b>	<b>\$ 8,000.00</b>
<b>Total policies in force at end of year 1919.....</b>	<b>354</b>	<b>\$ 1,854,500.00</b>
Reinsured.....	202	575,500.00

## BUSINESS IN THE STATE OF IOWA DURING 1919—ORDINARY

Policies issued during the year.....	No.	Amount
<b>Totals.....</b>	<b>356</b>	<b>\$ 1,862,500.00</b>
Deduct policies ceased to be in force.....	2	8,000.00
<b>Policies in force December 31, 1919.....</b>	<b>354</b>	<b>\$ 1,854,500.00</b>
Premium received.....		77,624.82

## GAIN AND LOSS EXHIBIT—INSURANCE

	Gain in Surplus	Loss in Surplus
Loading on actual premiums of the year (averaging 74.8 per cent on the gross premiums).....	\$54,419.13	
Insurance expenses incurred during the year.....	91,910.72	
<b>Loss from loading.....</b>		<b>\$ 37,491.59</b>
Net income from investments.....	\$20,829.27	
Interest required to maintain reserve.....	115.30	
<b>Gain from interest.....</b>	<b>\$ 20,714.57</b>	
Expected mortality on net amount at risk.....	\$11,873.05	
<b>Gain from mortality.....</b>	<b>\$ 11,873.05</b>	

## INVESTMENT EXHIBIT

Gain from all other sources.....	\$ 17,923.29	
<b>Total gains and losses in surplus during the year.....</b>	<b>\$ 50,510.91</b>	<b>\$ 37,491.59</b>
Surplus July 7, 1919.....	\$105,812.50	
Surplus December 31, 1919.....	118,831.82	
<b>Increase in surplus (enter to column to balance).....</b>		<b>13,019.32</b>
<b>Totals.....</b>	<b>\$ 50,510.91</b>	<b>\$ 50,510.91</b>

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**ASSESSMENT LIFE ASSOCIATIONS  
1919**

**Summary of Reports to the Commissioner on the Business  
of the Year 1919**

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TABLE NO. 1—ASSESSMENT LIFE ASSOCIATIONS

Name of Association	Location	Balance of Dec. 31, 1918
IOWA ASSOCIATIONS		
Mutual Life Association of Iowa.....	Red Oak, Iowa.....	\$ 266,286.61
National Life Association.....	Des Moines, Iowa.....	976,110.76
OTHER THAN IOWA ASSOCIATIONS		
Guarantee Fund Life Association.....	Omaha, Neb.....	2,894,910.18
Illinois Bankers Life Association.....	Monmouth, Ill.....	1,261,166.36
Total.....		\$ 5,428,467.85

TABLE NO. 2—ASSESSMENT LIFE ASSOCIATIONS

Name of Association	Real Estate	Mortgage Loans on Real Estate	Bonds and Stocks	Cash in Office and Banks
IOWA ASSOCIATIONS				
Mutual Life Assn. of Iowa.....	\$ 13,987.00	\$ 228,200.00	\$ 10,000.00	\$ 80,465.16
National Life Association.....		792,370.00	112,176.00	132,802.45
OTHER THAN IOWA ASSNS.				
Guarantee Fund Life Assn.....	60,000.00	2,288,480.00	715,900.00	278,529.97
Illinois Bankers Life Assn.....	532.00	919,870.56	248,722.64	150,719.77
Total.....	\$ 74,519.00	\$ 4,228,920.56	\$ 1,085,898.64	\$ 612,506.35

TABLE NO. 3—ASSESSMENT LIFE ASSOCIATIONS

Name of Association	Location	Certificates in Force December 31, 1918	
		Number	Amount
IOWA ASSOCIATIONS			
Mutual Life Association of Iowa.....	Red Oak, Iowa.....	1,119	\$ 1,618,400
National Life Association.....	Des Moines, Iowa.....	21,448	43,022,500
OTHER THAN IOWA ASSOCIATIONS			
Guarantee Fund Life Association.....	Omaha, Neb.....	47,233	94,467,500
Illinois Bankers Life Association.....	Monmouth, Ill.....	50,688	78,737,500
Total.....		120,487	\$ 217,845,900

—INCOME AND DISBURSEMENTS FOR YEAR 1919.

Net Amount Received From Applicants and Members	All Other Income	Total Income	Paid Members for Losses and Claims	All Other Disbursements	Total Disbursements	Balance
\$ 33,832.21	\$ 13,612.09	\$ 47,444.90	\$ 24,002.48	\$ 6,832.58	\$ 30,925.06	\$ 282,800.45
953,589.28	51,043.13	964,632.41	426,507.54	471,291.25	897,798.79	1,002,944.38
1,406,244.43	253,461.57	1,943,706.00	657,050.03	\$ 86,043.16	1,463,093.19	3,275,529.99
1,152,965.86	90,273.65	1,243,239.51	784,966.80	425,282.93	1,210,249.73	1,324,156.08
\$ 3,810,631.78	\$ 408,391.04	\$ 4,219,022.82	\$ 1,802,616.85	\$ 1,709,449.92	\$ 3,608,066.77	\$ 6,045,423.90

—ASSETS AND LIABILITIES, DECEMBER 31, 1919.

All Other Assets	Assets Not Admitted	Admitted Assets Dec. 31, 1919	Claims Unpaid	One Year Renewable Term Reserve	All Other Liabilities	Total Liabilities
\$ 28,018.74		\$ 310,670.99	\$ 2,122.77	\$ 280,677.68	\$ 27,870.54	\$ 310,670.99
158,317.01	\$ 82,833.21	1,132,832.25	52,000.00	389,632.42	23,983.13	468,615.55
100,238.97	34,072.45	3,409,067.49	355,846.97	628,261.60	36,449.29	1,090,557.86
26,352.55	14,841.23	1,333,427.29	115,436.70	525,294.00	32,275.73	673,006.43
\$ 314,928.27	\$ 131,746.89	\$ 6,185,998.02	\$ 525,406.44	\$ 1,823,865.70	\$ 120,578.00	\$ 2,469,850.83

—EXHIBIT OF CERTIFICATES,

Certificates Written, Revised or Increased During 1919		Certificates Terminated During 1919		Certificates in Force December 31, 1919	
Number	Amount	Number	Amount	Number	Amount
26	\$ 84,000	27	\$ 36,000	1,127	\$ 1,666,400
11,145	23,565,000	3,934	8,472,000	28,659	58,056,500
12,253	26,505,000	4,139	8,278,500	56,247	112,664,000
11,580	18,744,000	4,454	7,124,250	57,814	90,357,250
36,014	\$ 68,838,000	12,554	\$ 23,910,750	148,947	\$ 262,773,150



TABLE NO. 4—ASSESSMENT LIFE ASSOCIATIONS

Name of Association	Location	Certificates in Force December 31, 1918	
		Number	Amount
<b>IOWA ASSOCIATIONS</b>			
Mutual Life Association of Iowa.....	Red Oak, Iowa.....	1,118	\$ 1,618,400
National Life Association.....	Des Moines, Iowa.....	3,240	6,456,500
<b>OTHER THAN IOWA ASSOCIATIONS</b>			
Guarantee Fund Life Association.....	Omaha, Neb. ....	2,917	5,824,500
Illinois Bankers Life Association.....	Monmouth, Ill. ....	3,678	6,862,500
<b>Total.....</b>		<b>10,953</b>	<b>\$ 20,800,900</b>

TABLE NO. 5—ASSESSMENT LIFE ASSOCIATIONS

Name of Association	Claims Unpaid December 31, 1918		Claims Incurred During 1919	
	Number	Amount	Number	Amount
<b>IOWA ASSOCIATIONS</b>				
Mutual Life Association of Iowa.....	3	\$ 490.42	16	\$ 21,004.72
National Life Association.....	32	64,000.00	233	418,050.00
<b>OTHER THAN IOWA ASSOCIATIONS</b>				
Guarantee Fund Life Association.....	159	431,137.54	204	589,709.46
Illinois Bankers Life Association.....	167	248,500.00	446	666,350.00
<b>Total.....</b>	<b>361</b>	<b>\$ 744,127.96</b>	<b>809</b>	<b>\$1,666,114.18</b>

TABLE NO. 6—ASSESSMENT LIFE ASSOCIATIONS

Name of Association	Claims Unpaid December 31, 1918		Claims Incurred During 1919	
	Number	Amount	Number	Amount
<b>IOWA ASSOCIATIONS</b>				
Mutual Life Association of Iowa.....	3	\$ 490.42	16	\$ 21,004.72
National Life Association.....	7	15,000.00	40	47,500.00
<b>OTHER THAN IOWA ASSOCIATIONS</b>				
Guarantee Fund Life Association.....	2	4,000.00	10	24,000.00
Illinois Bankers Life Association.....	14	28,000.00	17	33,000.00
<b>Total.....</b>	<b>26</b>	<b>\$ 47,490.42</b>	<b>83</b>	<b>\$ 125,504.72</b>

—EXHIBIT OF CERTIFICATES IN IOWA.

Certificates Written, Revived or Increased During 1919		Certificates Terminated During 1919		Certificates in Force December 31, 1919	
Number	Amount	Number	Amount	Number	Amount
36	\$ 84,000	27	\$ 36,000	1,127	\$ 1,666,400
1,009	2,529,000	545	1,198,000	3,704	7,786,500
802	1,724,000	437	876,500	3,342	6,682,000
337	667,000	213	467,000	3,802	7,082,500
<b>2,244</b>	<b>\$ 4,994,000</b>	<b>1,222</b>	<b>2,577,500</b>	<b>11,975</b>	<b>23,217,400</b>

—EXHIBIT OF CLAIMS.

Claims Paid During 1919		Saved by Compromise During 1919		Rejected During 1919		Claims Unpaid December 31, 1919	
Number	Amount	Number	Amount	Number	Amount	Number	Amount
17	\$ 19,372.37					2	\$ 2,122.77
245	420,350.00		9,700.00			20	52,000.00
213	667,060.08		7,950.00			150	355,545.97
537	779,714.00		4,636.00	6	\$ 15,000.00	70	115,500.00
<b>1,012</b>	<b>\$1,876,486.40</b>		<b>\$ 22,286.00</b>	<b>6</b>	<b>\$ 15,000.00</b>	<b>242</b>	<b>\$ 525,469.74</b>

—EXHIBIT OF CLAIMS IN IOWA.

Claims Paid During 1919		Saved by Compromise During 1919		Rejected During 1919		Claims Unpaid December 31, 1919	
Number	Amount	Number	Amount	Number	Amount	Number	Amount
17	\$ 19,372.37					2	\$ 2,122.77
47	61,560.00		1,000.00				
12	58,000.00						
28	55,000.00			1	\$ 2,000.00	2	4,000.00
<b>104</b>	<b>\$ 163,922.37</b>		<b>\$ 1,000.00</b>	<b>1</b>	<b>\$ 2,000.00</b>	<b>4</b>	<b>\$ 6,122.77</b>

## IOWA LIFE ASSESSMENT ASSOCIATIONS

### Business Reported 1919

#### NATIONAL LIFE ASSOCIATION.

Located at Des Moines, Iowa.

Incorporated October 24, 1899.      Commenced Business March 19, 1900.  
James P. Hewitt, President.      A. W. Layman, Secretary.

Balance from previous year..... \$ 976,110.76

#### INCOME

Membership fees actually received.....	\$ 330,383.30
First year's assessments or premiums.....	2,073.57
Subsequent year's assessments or premiums....	622,291.52
Other payments by applicants and members, total .....	15,607.63
<b>Total received from applicants and members.</b>	<b>\$ 970,356.02</b>
Deduct payments returned to applicants and members .....	36,766.74
<b>Net amount received from applicants and members .....</b>	<b>\$ 933,589.28</b>
Interest on mortgage loans.....	41,444.99
Interest on bonds and dividends on stocks.....	4,624.56
Interest on bank deposits.....	2,188.68
Interest from all other sources.....	1,343.07
Gross rents from association's property, in- cluding none for association's occupancy of its own buildings.....	1,175.48
From all other sources, total.....	266.35
<b>Total income .....</b>	<b>\$ 984,632.41</b>
<b>Sum .....</b>	<b>\$ 1,960,743.17</b>

#### DISBURSEMENTS

Death claims .....	\$ 415,800.00
Permanent disability claims.....	1,800.00
Old age benefits.....	2,750.00
Other payments to members, total.....	6,157.54
<b>Total payments to members.....</b>	<b>\$ 426,507.54</b>
Commissions and fees paid to agents.....	276,615.05
Salaries of managers or agents.....	7,635.00
Salaries of officers and trustees.....	22,800.00
Salaries of office employes.....	37,064.70
Salaries and fees paid to medical examiners....	30,935.21
Traveling and other expenses of managers and agents .....	5,234.73
Collection and remittance of assessments, etc..	2,844.03
Insurance department fees and licenses.....	2,287.50
Other licenses and fees, total suspense re- funded .....	33.75
Taxes on assessments or premiums.....	7,574.95
Other taxes, total.....	16,120.14
Rent, including none for association's occupancy of its own building.....	3,976.00
Advertising, printing and stationery.....	14,210.42
Postage, express, telegraph and telephone....	9,213.64
Legal expenses in litigating claims.....	1,520.09
Other legal expense.....	547.34
Furniture and fixtures.....	3,313.92
Other disbursements, total.....	21,119.18
Agents' balances charged off.....	1,919.04
Loss on sale or maturity of ledger assets.....	6,323.56
<b>Total disbursements .....</b>	<b>\$ 897,798.79</b>
<b>Balance .....</b>	<b>\$ 1,062,944.38</b>

#### LEDGER ASSETS

Mortgage loans on real estate.....	\$ 792,370.00
Book value of bonds and stocks (U. S. bonds only) .....	112,176.00
Deposited in trust companies and banks on interest .....	151,903.11
Cash in association's office.....	899.34
Agents' balances .....	5,595.93
<b>Total ledger assets.....</b>	<b>\$ 1,062,944.38</b>

#### NON-LEDGER ASSETS

Interest and rents due and accrued.....	\$ 20,758.49
Premiums of assessments actually collected by agencies not yet turned over to the associa- tion .....	4,897.39
Mortuary assessments due or unpaid on last call .....	127,065.20
<b>Gross assets.....</b>	<b>\$ 1,215,665.46</b>

#### DEDUCT ASSETS NOT ADMITTED

Agents' debit balances.....	\$ 7,768.01
Excess of mortuary assessments due or unpaid on last call over corresponding liability for unpaid claims.....	75,065.20
<b>Total .....</b>	<b>\$ 82,833.21</b>
<b>Total admitted assets.....</b>	<b>\$ 1,132,832.25</b>

#### LIABILITIES

Death claims resisted.....	\$ 2,000.00
Death claims reported but not yet adjusted....	50,000.00
<b>Total death claims.....</b>	<b>\$ 52,000.00</b>
<b>Total unpaid claims.....</b>	<b>\$ 52,000.00</b>
Salaries, rents, expenses, etc., due or accrued...	3,082.39
Taxes due or accrued (estimated).....	9,500.00
Advance premiums or assessments.....	2,175.74
Values of outstanding benefit certificates or policies ascertained as provided by Chapter 83, Act 32d General Assembly.....	389,632.42
All other liabilities, total.....	9,225.00
<b>Total .....</b>	<b>\$ 465,615.55</b>

#### EXHIBIT OF POLICIES OR CERTIFICATES

	No.	Amount
<b>Total Business of the Year</b>		
Policies or certificates in force December 31, 1918, per last statement.....		\$43,022,500.00
Policies or certificates written during the year.....		19,313,500.00
Policies or certificates increased and revived during the year .....		4,191,500.00
<b>Totals .....</b>		<b>\$66,527,500.00</b>
Deduct terminated or decreased during the year.....		8,472,000.00
<b>Total policies or certificates in force December 31, 1919 .....</b>		<b>\$58,055,500.00</b>
<b>Business in Iowa During Year</b>		
Policies or certificates in force December 31, 1918, as per last statement.....		6,455,500.00
Policies or certificates written during the year.....		1,887,500.00
Policies or certificates increased and revived during the year .....		641,500.00
<b>Totals .....</b>		<b>\$ 8,984,500.00</b>

Deduct terminated or decreased during the year.....	1,198,000.00
Total policies or certificates in force December 31, 1919 .....	\$ 7,786,500.00
Received during the year from members in Iowa:	
Mortuary, \$68,772.22; reserve, \$1,907.60; expense, \$22,590.27; total, \$93,270.09.	

## EXHIBIT OF DEATH CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement .....	32	\$ 64,000.00
Claims incurred during the year including commuted value of installment certificates.....	212	413,500.00
<b>Totals .....</b>	<b>244</b>	<b>\$ 477,500.00</b>
Claims paid during the year.....	224	415,800.00
Balance .....	20	\$ 61,700.00
Saved by compromising or scaling down claims during the year .....		9,700.00
Claims unpaid December 31, 1919.....	20	52,000.00
Iowa Claims		
Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement .....	7	15,000.00
Claims incurred during the year including commuted value of installment certificates.....	26	45,500.00
<b>Totals .....</b>	<b>33</b>	<b>\$ 60,500.00</b>
Claims paid during the year.....	33	59,500.00
Balance .....		\$ 1,000.00
Saved by compromising or scaling down claims during the year .....		1,000.00

## EXHIBIT OF PERMANENT DISABILITY CLAIMS

Total Claims	No.	Amount
Claims incurred during the year.....	2	1,800.00
<b>Totals .....</b>	<b>2</b>	<b>\$ 1,800.00</b>
Claims paid during the year.....	2	1,800.00

## EXHIBIT OF OLD AGE AND OTHER CLAIMS

Total Claims	No.	Amount
Claims incurred during the year (including commuted value only of installment certificates).....	19	2,750.00
<b>Totals .....</b>	<b>19</b>	<b>2,750.00</b>
Claims paid during the year.....	19	2,750.00
Iowa Claims		
Total Claims	No.	Amount
Claims incurred during the year.....	14	2,050.00
<b>Totals .....</b>	<b>14</b>	<b>2,050.00</b>
Claims paid during the year.....	14	2,050.00

## MUTUAL LIFE ASSOCIATION OF IOWA.

Located at Red Oak, Iowa.  
 Incorporated July 15, 1895. Commenced Business February 1, 1896.  
 President, B. B. Clark. Secretary, O. P. Worsley.  
 Balance from previous year..... \$ 266,280.61

## INCOME

Membership fees actually received.....	\$ 790.00
First year's premiums.....	871.18
Subsequent year's premiums.....	32,149.34
Other payments by applicants and members, re-writing policies, etc., total.....	21.69
<b>Total received from applicants and members .....</b>	<b>\$ 33,832.21</b>
<b>Net amount received from applicants and members .....</b>	<b>\$ 33,832.21</b>
Interest on mortgage loans.....	10,931.50
Interest on liberty bonds.....	419.75
Interest on bank deposits.....	1,113.58
Interest from all other sources.....	6.46
Gross rents from association's property, including \$600 for association's occupancy of its own buildings.....	960.00
Commissions farm loans.....	181.40
<b>Total income .....</b>	<b>\$ 47,444.90</b>
<b>Sum .....</b>	<b>\$ 313,725.51</b>

## DISBURSEMENTS

Death claims 1918, \$366.67; 1919, \$19,000.00.....	\$ 19,366.67
Other payments to beneficiaries.....	4,725.81
<b>Total payments to members.....</b>	<b>\$ 24,092.48</b>
Commissions and fees paid to agents.....	740.00
Salaries of managers or agents.....	486.35
Salaries of officers and trustees.....	3,402.50
Other compensation of officers and trustees.....	50.00
Other compensation of office employes.....	58.59
Salaries and fees paid to medical examiners.....	190.50
Government tax .....	138.27
Insurance department fees and licenses.....	10.00
Tax on new premiums.....	71.60
Taxes on premiums.....	31.10
Tax on real estate.....	61.50
Rent, including \$600 for association's occupancy of its own buildings.....	938.56
Advertising, printing and stationery.....	215.91
Postage, express, telegraph and telephone.....	209.15
Bonds of officers.....	135.00
Repairs and expenses on real estate other than taxes .....	50.00
Furniture and fixtures.....	43.55
<b>Total disbursements .....</b>	<b>\$ 30,925.06</b>
<b>Balance .....</b>	<b>\$ 282,800.45</b>

## LEDGER ASSETS

Book value of real estate.....	\$ 13,987.09
Mortgage loans on real estate.....	228,200.00
Loans secured by pledge of bonds, stocks or other collateral .....	64.60
Book value of Liberty bonds.....	10,000.00
Deposited in trust companies and banks on interest .....	22,476.14
Deposited in banks (not on interest), \$6,912.66; \$62.50 orders outstanding.....	6,850.16
Cash in association's office.....	1,138.86
Other ledger assets, War Savings Stamps, total.....	83.60
<b>Total ledger assets.....</b>	<b>\$ 282,800.45</b>

## NON-LEDGER ASSETS

Interest and rents due and accrued.....	\$	7,904.06
Annual premiums due or unpaid on last call...		19,966.48
Gross assets .....	\$	310,670.99
Total admitted assets.....	\$	310,670.99

## LIABILITIES

Death claims due and unpaid.....	\$	118.05
Interest accrued on same.....		4.72
Death claims reported but not yet adjusted, 1.		2,000.00
Total death claims.....	\$	2,122.77
Reserve actuaries table, 4%.....		196,024.48
Reserve for death losses of 1920, advance payments made in 1919.....		12,511.12
Reserve for expenses of 1920, advance payments made in 1919.....		9,664.39
Reserve, sinking fund, to be apportioned to reserve as stated in individual policies.....		62,477.69
Non-ledger. Premium in course of collection and interest accrued.....		27,870.54
Total .....	\$	310,670.99

## EXHIBIT OF POLICIES OR CERTIFICATES

Total Business of the Year	No.	Amount
Policies or certificates in force December 31, 1918, as per last statement.....	1,118	\$ 1,618,400.00
Policies or certificates written during the year.....	36	84,000.00
Totals .....	1,154	\$ 1,702,400.00
Deduct terminated or decreased during the year.....	27	36,000.00
Total policies or certificates in force Dec. 31, 1919.	1,127	\$ 1,666,400.00

Business in Iowa During Year	No.	Amount
Policies or certificates in force December 31, 1918, as per last statement.....	1,118	\$ 1,618,400.00
Policies or certificates written during the year.....	36	84,000.00
Totals .....	1,154	\$ 1,702,400.00
Deduct terminated or decreased during the year.....	27	36,000.00
Total policies or certificates in force Dec. 31, 1919.	1,127	\$ 1,666,400.00

## EXHIBIT OF DEATH CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement .....		\$ 490.42
Claims incurred during the year including commuted value of installment certificates.....	16	21,000.00
Interest addition on account of installment claims.....		4.72
Totals .....	16	\$ 21,495.14
Claims paid during the year.....	15	19,372.37
Balance .....	1	\$ 2,122.77
Claims unpaid December 31, 1919.....	1	2,122.77

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## IOWA FRATERNAL BENEFICIARY SOCIETIES 1919

Summary of Reports to the Commissioner on the Business  
of the Year 1919

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TABLE NO. 1—FRATERNAL BENEFICIARY SOCIETIES

—FINANCIAL STATEMENT, DECEMBER 31, 1919.

NAME OF SOCIETY	Location	Total Income	Total Debitments	Excess of Income Over Debitments	Admitted Assets	Liabilities Exclusive of Reserve for Outstanding Certificates	Excess of Assets Over Liabilities	Amount of Insurance in Force
<b>IOWA SOCIETIES</b>								
Ancient Order of United Workmen	Des Moines, Iowa	\$ 574,734.05	\$ 299,537.96	\$ 275,222.47	\$ 1,228,234.47	\$ 25,807.86	\$ 1,202,326.61	\$ 16,575,985.00
Brotherhood of American Yeomen	Des Moines, Iowa	3,927,177.34	4,829,691.35	702,574.61	4,471,184.43	1,830,018.51	2,641,165.88	353,777,500.00
Degree of Honor	Cedar Rapids, Iowa	58,842.39	2,662.13	22,165.17	172,963.00	212,863.00	9,923,000.00	2,286,000.00
Homesteaders	Des Moines, Iowa	548,941.29	46,842.78	599,083.58	371,211.74	40,454.51	330,777.43	40,706,500.00
Knights of Pythias of N. A., S. A., etc.	Des Moines, Iowa							
Grand Lodge (Colored)	Des Moines, Iowa	2,814.09	2,465.07	348.98	2,024.73	359.00	1,674.73	107,700.00
Lutheran Mutual Aid Society	Waverly, Iowa	179,962.19	129,362.19	50,600.00	306,290.60	221,623.13	89,907.47	9,025,500.00
Modern Brotherhood of America	Mason City, Iowa	2,576,954.01	1,199,553.39	1,377,400.62	4,447,558.34	1,220,152.66	3,227,405.66	58,897,799.99
Order of Ry. Conductors of A. Mutual Ben. Dept.	Cedar Rapids, Iowa	1,709,794.87	1,412,967.65	2,928,377.79	279,127.66	27,257.66	2,899,000.10	90,000,000.00
Roman Catholic Mutual Protective Soc. of Iowa	Pt. Madison, Iowa	187,699.54	139,308.49	48,501.05	490,469.78	9,261.00	481,208.78	4,358,799.00
Western Bohemian Fraternal Association	Cedar Rapids, Iowa	315,993.69	221,625.47	94,236.13	899,334.59	6,008.00	893,326.59	17,463,000.00
Zapadni Ceska Katolicka Jednota (Western Bohemian Catholic Union)	Spillville, Iowa	60,847.33	58,181.19	2,066.14	168,402.77	7,059.43	161,343.34	2,029,600.00
Iowa total		\$ 9,161,106.28	\$ 9,058,076.77	\$ 104,029.51	\$ 15,465,537.34	\$ 1,939,212.32	\$ 13,526,325.02	\$ 96,873,353.99
<b>OTHER THAN IOWA SOCIETIES</b>								
Aid Association of Lutherans	Appleton, Wis.	\$ 401,822.55	\$ 239,060.96	\$ 172,522.47	\$ 1,905,142.29	\$ 11,882.94	\$ 1,893,259.35	\$ 12,616,000.00
Ancient Order of Gleamers	Detroit, Mich.	778,511.56	37,875.97	1,272,459.76	7,78,198.72	1,194,391.04	64,774,205.00	79,365,794.00
Ben Hur, Supreme Tribe of	Crawfordsville, Ind.	730,723.82	1,445,756.80	344,335.74	2,115,119.12	132,530.58	1,982,588.54	219,234.89
Benefit Association of Railway Employees	Chicago, Ill.	629,949.21	556,984.24	704,977.97	254,383.28	219,234.89	485,743.00	1,859,000.00
Bohemian-Slavonia Benevolent Society of U. S.	Chicago, Ill.	440,726.11	306,353.78	194,453.37	327,482.66	17,000.00	310,482.66	15,941,326.00
Catholic Knights of America, Supreme Council	St. Louis, Mo.	634,737.62	699,601.31	54,863.68	1,109,132.23	107,655.82	906,476.41	19,159,334.59
Catholic Order of Foresters	Chicago, Ill.	2,324,526.32	2,001,357.64	323,037.68	9,820,030.78	7,923,428.28	1,896,602.50	155,997,000.00
Columbian Circle (The)	Chicago, Ill.	547,958.87	1,708,351.69	18,161.41	624,372.74	105,161.40	519,211.34	24,557,000.00
Court of Honor	Springfield, Ill.	1,447,239.69	3,280,272.00	261,142.69	2,742,139.61	118,785.41	2,623,354.20	87,510,168.00
Fraternal Aid Union	Lawrence, Kan.	4,009,727.07		729,406.14	2,422,933.20	698,302.42	1,724,630.78	309,869,300.00
Independent Order of Foresters, Supreme Court	Toronto, Canada	5,563,991.07	7,810,334.20	1,705,293.13	44,388,487.30	10,089,270.18	43,299,217.02	171,064,927.00
Katality Dniek (Catholic Workmen)	New Prague, Minn.	92,829.17	55,616.20	38,612.97	422,582.85	9,830.87	412,751.98	4,830,500.00
Security Benefit Association	Topeka, Kansas	3,545,608.54	2,291,136.60	1,254,471.94	775,378.31	551,632.82	723,745.52	287,370,000.00
Knights of Columbus	New Haven, Conn.	2,105,697.56	2,091,136.60	815,560.90	846,702.46	212,159.82	6,581,632.94	176,706,523.33
Knights of Pythias, Supreme Lodge	Indianapolis, Ind.	2,087,068.68	2,823,627.47	761,465.59	11,294,864.97	312,707.84	10,981,147.13	101,248,944.00
Ladies of the Modern Macabees	Port Huron, Mich.	674,543.63	575,672.66	119,070.77	1,906,378.82	88,990.44	1,817,388.38	22,960,750.00
Loyal American Life Association	Chicago, Ill.	454,338.36	35,349.82	528,688.35	80,457.36	448,210.59	16,478,419.00	3,000,000.00
Luther Union	Minneapolis, Minn.	109,803.95	17,094.34	23,727.18	19,820.46	17,052.59	1,115,000.00	1,000,000.00
Macabees, The	Detroit, Mich.	1,737,929.49	8,000,667.09	1,739,309.66	14,784,559.66	12,655,959.69	2,128,600.00	15,000,000.00
Masonic Mutual Life Ass'n of District of Columbia	Washington, D. C.	1,097,859.30	6,903,974.49	416,654.81	2,302,756.60	44,072.49	2,258,684.11	37,007,954.00
Modern Woodmen of America	Rock Island, Ill.	22,138,200.39	23,824,701.30	15,620,590.95	11,626,610.96	2,622,841.40	8,998,769.56	1,627,068,500.00
Mystic Workers of the World	Pulaski, Ill.	1,419,425.51	868,423.32	989,488.59	304,174.96	588,913.63	119,246,000.00	1,000,000.00
National Slovak Society of U. S. of A.	Pittsburgh, Pa.	871,647.32	540,358.48	331,309.04	1,771,844.29	358,388.87	1,413,455.42	29,473,750.00
National Fraternal Society of the Deaf	Chicago, Ill.	86,169.47	46,702.95	42,438.51	224,490.30	2,817.65	221,672.71	3,191,900.00
National Union Assurance Society	Toledo, Ohio	3,177,490.51	3,328,384.73	55,394.32	1,599,307.48	459,246.66	1,140,060.82	78,188,412.53
North Star Benefit Association	Moline, Ill.	107,324.43	79,134.43	28,699.59	337,305.37	10,446.18	327,859.19	7,027,450.00
Order of United Commercial Travelers of America	Columbus, Ohio	1,999,875.51	913,022.75	1,272,922.76	1,109,001.54	241,212.09	867,800.45	28,000,000.00
Railway Mail Association	Portsmouth, N. H.	165,876.05	162,876.05	5,501.60	159,592.00		132,365.00	1,000,000.00
Royal Arctanun, Supreme Council of the	Boston, Mass.	6,095,396.73	5,835,959.96	1,170,390.79	7,547,061.25	568,921.90	6,978,139.29	221,978,000.00
Royal Highlanders	Lincoln, Neb.	846,608.29	846,452.32	80,797.03	1,069,963.82	44,423.34	1,025,540.48	20,265,450.00
Royal Neighbors of America	Rock Island, Ill.	2,328,140.84	4,369,140.84	441,911.41	3,447,796.27	513,430.82	2,934,365.45	394,612,000.00
Sons of Norway	Minneapolis, Minn.	90,273.43	97,565.54	862,878.88	288,473.16	288,473.16	3,400,100.00	500,000.00
Travelers Protective Association of America	St. Louis, Mo.	692,390.17	827,312.10	164,522.67	590,438.81	84,048.08	416,445.18	800,000.00
United Danish Societies of America	Quincy, Ill.	839,873.89	10,139.10	69,884.37	94,388.23	84,365.43	10,023,544.66	800,000.00
Western Catholic Union, Supreme Council of the	Quincy, Ill.	839,873.89	839,369.14	2,513.55	431,860.35	18,898.89	603,871.49	11,102,000.00
Women's Benefit Association of the Macabees	Port Huron, Mich.	2,518,436.19	2,336,414.91	482,811.19	13,823,212.17	327,096.72	13,496,115.45	158,115,906.63
Women's Catholic Order of Foresters	Chicago, Ill.	1,606,139.16	1,238,236.66	829,743.59	3,620,443.49	163,565.37	3,456,878.12	73,898,800.00
Woodmen Circle	Omaha, Neb.	3,226,189.89	2,178,592.12	575,594.76	8,061,750.28	649,414.81	7,411,335.43	221,990,700.00
Woodmen of the World, Sovereign Camp of the	Omaha, Neb.	18,243,929.39	28,506,456.94	1,592,539.16	37,798,870.96	3,133,925.81	34,664,945.14	1,775,432,575.00
Non-Iowa total		\$ 307,904,847.81	\$ 296,496,161.29	\$ 688,686.52	\$ 305,524,812.22	\$ 14,533,464.96	\$ 291,001,347.26	\$ 85,851,400,637.86
Grand total		\$ 116,265,954.09	\$ 115,644,238.06	\$ 792,714.57	\$ 230,990,949.46	\$ 2,472,677.28	\$ 218,518,272.18	\$ 1,826,224,991.85

TABLE NO. 2.—FRATERNAL BENEFICIARY SOCIETIES

—INCOME AND DISBURSEMENTS, 1919.

Name of Society	Income	
	Paid By Members	Other Income
<b>IOWA SOCIETIES</b>		
Ancient Order of United Workmen.....	\$ 521,474.04	\$ 53,290.41
Brotherhood of American Yeomen.....	3,087,559.37	299,577.87
Degree of Honor.....	56,845.21	9,027.99
Homesteaders.....	623,343.63	34,671.21
Knight of Pythias of N. A., S. A., etc., Grand Lodge (Col.).....	2,508.90	36.73
Lutheran Mutual Aid Society.....	102,220.66	45,438.24
Modern Brotherhood of America.....	1,269,526.33	247,427.48
Order of Railway Conductors of America (Mut. Ben. Dept.).....	1,637,221.61	129,543.28
Roman Catholic Mutual Prot. Society of Iowa.....	139,138.91	12,284.36
Western Bohemian Fraternal Association.....	279,469.85	35,401.34
Zapadni Ceska Katolicka Jednota (Western Bohemian Catholic Union).....	55,147.54	5,099.79
Total Iowa societies.....	\$ 8,294,580.35	\$ 907,538.03
<b>OTHER THAN IOWA SOCIETIES</b>		
Aid Association of Lutherans.....	\$ 349,531.58	\$ 2,270.57
Ancient Order of Gleasons.....	684,649.18	96,074.44
Ben Hur, Supreme Tribe of.....	1,086,755.23	194,377.31
Benefit Ass'n of Railway Employes.....	635,069.07	3,960.14
Bohemian-Slavonian Benevolent Society of United States.....	288,362.80	23,873.23
Catholic Knights of America, Supreme Council.....	477,453.88	17,273.75
Catholic Order of Foresters.....	2,544,281.34	260,713.98
Columbian Circle (The).....	547,329.94	53,616.62
Fraternity of Christian Workers.....	20,391.23	137,956.07
Grand Aid Union.....	8,095,794.26	49,062.88
Independent Order of Foresters, Supreme Court.....	3,356,050.91	2,187,449.19
Katalityk Deitlich (Catholic Workmen).....	79,457.42	92,529.17
Security Benefit Association.....	3,124,309.65	41,238.49
Knights of Columbus.....	2,635,389.83	471,307.73
Knights of Pythias, Supreme Lodge.....	2,571,868.28	515,234.78
Ladies of the Modern Maccabees.....	594,848.02	79,805.41
Local American Life Association.....	433,212.96	67,516.22
Luther Union.....	39,113.08	39,293.98
Maccabees, The.....	6,093,492.33	1,064,447.11
Masonic Mutual Life Ass. of the District of Columbia.....	947,700.85	80,868.45
Modern Workmen of America.....	21,517,828.11	639,372.65
Native Workers of the World.....	1,374,638.15	56,984.04
Natl Slovak Society of United States of America.....	808,738.33	62,889.19
Natl Fraternal Society of the Deaf.....	72,891.32	39,891.32
National Union Assurance Society.....	3,113,481.00	64,009.51
North Star Benefit Association.....	91,803.00	16,052.62
Order of United Commercial Travelers of America.....	1,016,827.50	70,031.61
Railway Mail Association.....	163,044.75	5,792.96
Royal Arcanum, Supreme Council of the.....	6,725,962.61	270,969.14
Royal Highlanders.....	44,968.90	514,668.29
Royal Neighbors of America.....	3,667,080.38	159,148.85
Sons of Norway.....	17,374.81	15,268.61
Travelers Protective Ass'n of America.....	675,636.68	6,538.68
United Danish Societies of America.....	18,776.83	66,446.39
Western Catholic Union, Supreme Council of the.....	196,437.26	8,516.43
Women's Benefit Ass. of the Maccabees.....	1,460,824.42	618,401.26
Women's Catholic Order of Foresters.....	2,828,731.78	18,727.88
Woodmen Circle.....	2,769,596.54	495,817.25
Woodmen of the World, Sovereign Camp of the.....	15,667,708.15	5,075,528.73
Non-Iowa total.....	\$ 94,278,117.82	\$ 15,110,729.36
Grand total.....	\$103,278,698.17	\$ 15,978,267.39

Total	Disbursements		Total	Business in Iowa	
	Paid to Members	Other Disbursements		Received from Members	Paid to Members
\$ 574,734.65	\$ 276,411.64	\$ 116,120.22	\$ 392,531.86	\$ 186,266.04	
3,267,117.24	3,266,179.23	1,343,513.56	4,629,692.81	589,280.36	
56,845.21	52,519.19	5,673.63	31,682.13	23,000.00	
649,941.20	447,501.57	198,323.21	646,784.78	197,700.43	
3,814.65	1,775.00	1,900.67	3,466.67		
207,870.90	159,013.52	13,949.67	172,963.19	22,491.50	
1,516,954.01	945,823.14	203,730.25	1,149,553.39	319,646.74	
1,766,794.87	1,311,500.00	95,467.65	1,612,567.65	39,560.00	
187,899.54	126,339.50	14,959.45	151,388.99	142,722.44	
315,962.49	201,742.00	19,884.57	221,826.57	36,840.58	
60,247.33	55,766.66	2,414.53	58,181.19	5,686.32	
\$ 9,182,106.38	\$ 7,040,090.33	\$ 2,018,016.45	\$ 9,058,078.77	\$ 1,376,099.62	
\$ 401,623.55	\$ 154,290.57	\$ 74,800.98	\$ 229,099.98	\$ 4,451.60	
740,723.63	680,020.07	128,544.31	778,564.38	138,577.88	
1,790,131.54	1,055,519.19	413,376.62	1,445,756.80	62,804.65	
820,042.51	559,090.17	293,884.30	552,984.34	55,815.17	
470,736.12	287,450.00	18,833.75	306,283.75	16,796.79	
634,737.63	587,882.10	101,719.21	689,601.31	3,687.80	
3,234,281.34	2,185,526.58	849,061.06	3,034,587.64	101,610.19	
547,329.94	429,157.50	100,615.89	529,795.46		
1,447,399.07	1,389,948.55	227,405.14	1,709,353.69	108,477.88	
4,099,727.34	3,862,189.23	882,089.70	3,280,272.00	62,501.04	
5,543,961.07	4,832,850.89	2,967,938.31	7,310,284.20	10,700.95	
92,529.17	45,330.98	8,386.12	53,919.20	4,945.28	
3,545,638.54	3,514,847.40	806,639.45	4,321,486.85	79,445.65	
3,108,677.50	2,567,534.16	1,733,788.50	2,291,136.06	77,149.33	
3,087,050.06	1,881,978.60	443,951.78	2,325,927.47	7,900.00	
437,232.18	118,230.48	555,372.69	7,222.07	4,350.00	
806,729.18	290,135.10	174,253.29	464,388.39	425.00	
39,293.98	15,684.54	17,334.34	4,270.17		
7,537,252.44	6,526,742.03	1,209,946.06	8,090,687.09	87,744.79	
1,037,629.30	234,619.84	396,354.65	620,274.94	18,833.87	
21,526,137.65	21,526,137.65	2,348,568.65	23,874,701.10	1,729,837.61	
1,331,021.19	1,169,311.50	260,114.01	1,419,425.51	108,966.86	
871,647.52	457,397.24	28,941.24	549,338.48	1,756.35	
85,162.47	29,683.62	46,703.95	1,546.36		
3,177,469.81	2,968,193.15	639,764.58	3,222,284.73	9,000.00	
197,824.22	95,600.78	22,624.85	129,143.63	8,646.39	
1,086,845.51	721,795.29	192,129.45	913,922.75	45,716.00	
157,792.61	139,445.47	23,430.58	162,876.05	5,883.50	
6,996,330.75	5,464,633.62	391,286.64	6,825,939.90	45,180.34	
514,668.29	508,477.44	505,967.88	505,466.32	20,977.79	
3,808,229.53	3,809,602.62	568,558.02	4,298,140.64	216,318.37	
59,373.43	29,600.00	27,965.54	57,565.54	1,541.56	
692,398.17	410,232.40	162,560.70	527,318.10	10,950.18	
80,223.21	7,991.80	2,237.80	10,239.10	4,213.02	
239,873.69	204,662.24	31,697.00	236,360.14	3,736.87	
2,219,428.10	1,717,651.28	618,963.63	2,336,614.91	39,791.58	
1,606,109.61	1,102,750.13	7,975.03	1,232,236.06	47,218.61	
3,292,198.89	1,961,636.78	724,665.35	2,716,592.13	48,720.28	
18,949,918.88	16,700,128.21	3,188,527.83	19,838,456.04	262,888.15	
\$107,094,847.18	\$ 87,228,096.47	\$ 19,178,065.45	\$108,466,161.92	\$ 3,468,578.26	
\$118,256,965.96	\$ 94,268,156.79	\$ 21,196,081.90	\$115,464,238.69	\$ 3,496,422.47	

TABLE NO. 3—FRATERNAL BENEFICIARY SOCIETIES

NAME OF SOCIETY	ASSETS			LIABILITIES						
	Real Estate	Mortgage Loans	Bonds and Stocks	Cash in Banks and On Hand	All Other Assets	Deductions Not Admitted	Total Admitted Assets	Total Unpaid Claims	All Other Liabilities	Total Liabilities
<b>IOWA SOCIETIES</b>										
Ancient Order of United Workmen	\$ 55,346.65	\$ 624,801.87	\$ 106,738.00	\$ 186,134.12	\$ 287,345.42	\$ 5,583.27	\$ 1,238,234.47	\$ 22,054.23	\$ 3,843.63	\$ 25,897.86
Brotherhood of American Yeomen	31,024.72	2,022,275.00	485,270.78	688,752.71	74,779.94	4,471,184.43	1,218,504.15	101,514.39	1,320,018.56	1,320,018.56
Degree of Honor		157,700.00	466,476.78	35,435.58	8,307.05	2,377,863.00	212,863.00			212,863.00
Homesteaders		206,150.00	30,500.00	17,455.65	80,563.41	25,355.33	371,211.71	31,684.34	8,749.97	40,434.31
K. of P. of N. A., S. A., etc., Grand Lodge (Colored)			9,422.00	5,034.79			2,084.79			350.80
Lutheran Mutual Aid Society	13,500.00	256,688.00	4,306.25	17,238.15	18,762.45		365,296.60	32,000.00	6,287.98	38,287.98
Modern Brotherhood of America	302,570.33	2,343,250.00	1,606,966.66	61,911.22	229,000.23	9,900.00	4,447,858.34	195,835.31	26,130.12	221,965.43
Order By Conductors of A., Mutual Benefit Dept.			1,606,966.66				2,428,371.29	227,000.00	43,152.00	270,152.00
Roman Cath. Mut. Protective Society of Iowa			2,430,372.33	47,900.04	30,000,000.00		490,469.78	2,261.00		9,261.00
Western Bohemian Fraternal Assn	1,181.28	121,400.00	9,007.43	30,800.05	31,211.13	6,891.60	899,334.50	6,668.00		6,668.00
Zapadni Ceska Katolicka Jednota (Western Bohemian Catholic Union)		88,000.00	6,000.00	14,642.79	25,604.52	22,017.40	168,602.77	7,024.43	35.00	7,069.43
<b>Iowa total</b>	<b>404,852.85</b>	<b>7,203,665.57</b>	<b>5,801,871.31</b>	<b>1,170,122.30</b>	<b>1,324,656.16</b>	<b>144,819.74</b>	<b>15,466,237.24</b>	<b>1,740,619.17</b>	<b>180,560.00</b>	<b>1,939,212.32</b>
<b>OTHER THAN IOWA SOCIETIES</b>										
Aid Association of Lutherans	\$ 15,223.76	\$ 208,418.32	\$ 656,312.75	\$ 7,827.91	\$ 848,399.59	\$ 1,235,142.29	\$ 3,856.51	\$ 8,026.43	\$ 11,882.94	\$ 11,882.94
Ancient Order of Gleasons	159,550.20	792,547.19	129,281.87	39,612.81	96,231.78	24,615.08	1,207,459.76	71,478.34	6,720.28	78,198.62
Ben Hur, Supreme Tribe of Ben Hur	220,819.43	92,750.00	1,513,028.68	61,108.17	61,108.17	2,115,159.12	113,796.58	19,763.65	132,560.23	132,560.23
Benefit Assn. of Railway Employees			134,968.00	79,317.83	67,530.65	16,087.71	254,808.21	8,028.70		8,028.70
Bohemian-Slavonian Benevolent Society of U. S.			64,413.39	71,313.34	17,091.50	15,258.15	17,000.00			17,000.00
Catholic Knights of America, Supreme Council		4,500.00	1,050,554.36	38,327.44	36,150.69	22,429.96	1,108,182.23	50,021.78	68,634.94	118,656.82
Catholic Order of Foresters			5,806,885.82	14,388.08	175,955.72	425,421.94	8,220,806.75	286,766.66	743.84	287,510.50
Columbian Circle (The)			280,500.00				674,372.74	100,565.00	4,596.40	105,161.40
Court of Honor	65,202.82	11,672.67	200,500.00	120,711.41	49,842.84	776.00	2,742,129.61	110,642.06	8,143.25	118,785.41
Fraternite Aid Union	40,162.99	896,680.00	1,904,800.00	90,366.84	196,119.15		2,672,582.66	353,317.92		353,317.92
Fraternite Aid Union	161,356.91	606,453.62	67,040.26	66,847.46	66,847.46	707,565.81	1,422,932.50			1,422,932.50
Independent Order of Foresters, Supreme Court	1,058,562.05	5,544,938.41	14,145,008.41	256,124.73	25,946,930.27	2,903,168.19	44,888,487.20	143,587.96	945,692.23	1,089,270.19
Katolicky Denim (Catholic Workmen)		287,173.67	55,846.00	75,300.50	14,194.29	6,861.71	422,549.80	9,755.75	75.12	9,830.87
Security Benefit Association	165,394.08	970,923.72	118,099.89	115,769.63	300,994.54	449,860.22	2,116,481.61	57,000.00	551,633.35	608,633.35
Knights of Columbus			878,658.83	229,670.42	5,786,460.22	33,229.25	7,943,792.46	179,159.52	33,000.00	212,159.52
Knights of Pythias, Supreme Lodge		200,000.00	10,187,121.52	66,671.71	831,500.24	10,463.51	11,264,854.97	162,440.43	151,367.41	313,707.84
Ladies of the Modern Macabees		1,459,625.26		12,312.80	17,828.02	9,250.18	1,606,378.82	8,330.15	8,890.44	8,890.44
Loyal American Life Association	1,381.14	75,446.25	302,200.00	120,460.54	73,440.32	5,000.00	528,958.25	31,280.05	49,077.31	80,457.39
Leiber Union		30.00	220,200.00	4,322.76	2,596.85	1,689.18	10,839.45	2,277.96		2,277.96
Macabees, The	125,000.00		300,000.00	69,489.05	11,096,254.96	10,360,420.75	17,782,288.29	1,702,196.22	58,038.00	1,760,234.05
Masonic Mutual Life Assn. of the Dist. of Columbia	108,069.67	784,718.33	675,584.28	46,847.46	707,565.81	18,234.04	2,202,756.69	31,700.27	13,372.12	44,972.49
Modern Woodmen of America	1,281,614.09	877,175.00	7,990,140.82	1,522,885.46	2,456,902.45	440,593.71	14,691,810.96	2,002,198.49	596,643.00	2,598,841.49
Mystic Workers of the World	15,291.66	263,552.27	580,312.52	20,796.73	180,500.22	17,440.68	395,438.59	8,240.65	6,584.91	104,174.94
National Slovak Society of U. S. of A.	91,820.32	44,908.84	1,135,322.52	323,959.26	328,536.40	35,612.30	1,171,344.25	96,009.68	161,239.89	256,828.97
National Fraternal Society of the Deaf		149,500.00		4,322.36	2,026.69		224,490.56	1,875.00	945.65	2,820.65
North Union Assurance Society	49,453.65	1,138,904.32		138,447.66	235,292.68	16,091.01	1,599,397.65	19,840.46		459,240.45
North Star Benefit Association		285,675.00	2,000.00	66,844.87	15,405.50	1,700.00	337,995.37	7,655.00	1,380.61	10,045.15
Order of the United Commercial Travelers of America	39,166.00		996,000.00	301,809.23	215,837.35	743,451.04	1,109,161.84	19,468.52	393.27	21,212.09
Railway Mail Association			17,418.59	17,418.59	1,134.91	1,134.91	1,169,161.86		75.00	128,223.00
Royal Arcanum, Supreme Council of the	71,966.55	979,714.82	6,167,817.82	99,661.25	743,269.59	1,413,625.28	7,847,061.25	568,074.20	847.76	568,921.96
Royal Highlanders	45,267.87	1,848,000.00	16,000.00	114,941.27	84,648.68		1,668,363.82			44,433.34
Royal Neighbors of America	13,500.00		1,088,120.85	1,888,889.19	496,466.68	14,211.85	3,447,766.27	477,730.82	35,700.00	513,430.82
Sons of Norway		211,800.00	46,000.00	38,381.28	7,261.88	1,850.00	788,473.16			788,473.16
Travelers Protective Association of America			219,128.00	298,975.79	1,124.85	2,730.18	500,408.81	70,632.00	15,416.66	86,048.66
United Danish Societies of America			31,811.83	5,873.81	17,410.97	2,166.53	84,288.75		83.33	8,217.48
Western Catholic Union, Supreme Council of the		337,000.00	10,000.00	66,427.47	31,437.21	25,904.30	421,800.35	18,250.00	738.89	18,988.89
Women's Benefit Assn. of the Macabees	243,341.80		12,006,778.57	397,130.00	378,671.45	27,611.94	13,328,313.17	111,702.76	35,966.96	347,669.72
Women's Catholic Order of Foresters			2,858,496.87	128,904.00	172,102.99	45,658.67	6,430,443.49	162,580.27	193,683.07	356,263.34
Woodmen Circle			7,688,120.72	300,277.75	412,437.79	172,179.58	8,051,780.28	449,773.80	190,643.03	640,416.83
Woodmen of the World, Sovereign Craft of the	1,354,302.24	123,000.00	32,728,428.72	319,618.28	7,429,437.24	5,748,913.33	37,788,870.96	3,000,222.17	135,708.64	3,135,930.81
<b>Non-Iowa total</b>	<b>5,543,386.28</b>	<b>13,644,840.84</b>	<b>130,462,607.81</b>	<b>13,111,809.81</b>	<b>16,235,020.90</b>	<b>21,872,053.42</b>	<b>80,856,804,812.21</b>	<b>311,882,697.24</b>	<b>2,970,707.72</b>	<b>314,853,404.96</b>
<b>Grand total</b>	<b>5,947,639.13</b>	<b>20,848,506.41</b>	<b>160,925,281.12</b>	<b>14,283,939.11</b>	<b>17,870,071.06</b>	<b>22,074,107.14</b>	<b>91,663,641,624.05</b>	<b>1,752,506,816.41</b>	<b>1,851,273.72</b>	<b>1,953,780,139.99</b>

TABLE NO. 4—FRATERNAL BENEFICIARY SOCIETIES

Name of Society	Location	Certificates in Force December 31, 1918	
		Number	Amount
<b>IOWA SOCIETIES</b>			
Ancient Order of United Workmen.....	Des Moines, Iowa.....	11,278	\$ 15,123,438.00
Brotherhood of America Yeomen.....	Des Moines, Iowa.....	246,601	28,177,700.00
Degree of Honor.....	Cedar Rapids, Iowa.....	2,821	2,122,500.00
Homeesteaders.....	Des Moines, Iowa.....	28,182	29,876,000.00
Knights of Pythias of N. A., S. A., etc., Grand Lodge (Colored).....	Des Moines, Iowa.....		
Lutheran Mutual Aid Society.....	Waverly, Iowa.....	5,968	8,874,900.00
Modern Brotherhood of America.....	Mason City, Iowa.....	50,216	58,124,945.25
Order of Ry. Con. of A., M. Ben. Dept.....	Cedar Rapids, Iowa.....	46,548	47,222,000.00
Roman Catholic Mut. Prot. Soc. of Ia. Western Bohemian Fraternal Assn.....	St. Louis, Mo.....	5,184	6,798,600.00
Zapadni Ceska Katolicka Jednota (West. Bohem. Catholic Union).....	Spillville, Iowa.....	19,966	17,471,550.00
		3,677	2,770,450.00
Iowa total.....		422,711	\$ 560,359,942.25
<b>OTHER THAN IOWA SOCIETIES</b>			
Aid Association of Lutherans.....	Appleton, Wis.....	12,151	\$ 19,780,754.00
Ancient Order of Glensons.....	Detroit, Mich.....	63,947	10,780,754.00
Ben Hur, Supreme Tribe of O.T.M.....	Crawfordsville, Ind.....	76,529	78,961,700.00
Benefit Assn. of Ry. Employes.....	Chicago, Ill.....	36,215	90,000.00
Bohem. Slav. Benev. Soc. of U. S.....	Chicago, Ill.....	23,634	16,002,500.00
Catholic Knights of Amer., Sup. Coun.....	St. Louis, Mo.....	18,459	18,519,829.10
Catholic Order of Foresters.....	Chicago, Ill.....	150,445	130,236,750.00
Columbian Circle (The).....	Chicago, Ill.....	20,271	22,121,024.33
Court of Honor.....	Springfield, Ill.....	73,923	86,671,625.00
Fraternal Aid Union.....	Lawrence, Kan.....	104,253	122,628,997.00
Independent Order of Foresters, Supreme Court.....	Toronto, Canada.....	175,150	170,999,917.00
Katolicky Detinik (Cath. Workmen).....	New Prague, Minn.....	3,720	4,199,000.00
Security Benefit Assn.....	Topeka, Kan.....	204,795	247,796,500.00
Knights of Columbus.....	New Haven, Conn.....	41,605	45,091,069.00
Knights of Pythias, Sup. Lodge.....	Indianapolis, Ind.....	72,547	96,265,445.00
Ladies of the Modern Maccabees.....	Port Huron, Mich.....	45,765	21,228,720.00
Loyal Amer. Life Assn.....	Chicago, Ill.....	16,298	17,370,751.00
Lothal Union.....	Minneapolis, Minn.....	229	676,500.00
Maccabees, The.....	Detroit, Mich.....	254,800	264,254,139.48
Masonic Mut. Life Assn. of the District of Columbia.....	Washington, D. C.....	15,372	24,044,612.00
Modern Woodmen of America.....	Rock Island, Ill.....	74,129	10,655,000.00
Myrtle Workers of the World.....	Fulton, Ill.....	1,967,161	1,644,622,000.00
Natl' Slovak Soc. of U. S. of A.....	Pittsburgh, Pa.....	41,907	51,115,750.00
Natl' Frat. Soc. of the Deaf.....	Chicago, Ill.....	3,640	2,719,700.00
Natl' Union Assur. Society.....	Toledo, Ohio.....	51,212	91,292,628.00
North Star Benefit Assn.....	Moline, Ill.....	7,362	7,094,300.00
Order of United Com. Trav. of Amer. Railway Mal Assn.....	Columbus, Ohio.....		
Royal Arcanum, Supreme Con. of the Royal Highlanders.....	Portsmouth, N. H.....	135,733	229,099,321.01
	Boston, Mass.....	28,870	39,676,062.00
	Lincoln, Neb.....		
Royal Neighbors of America.....	Rock Island, Ill.....	371,906	378,801,000.00
Sons of Norway.....	Minneapolis, Minn.....	5,754	2,480,000.00
Travelers Prot. Assn. of America.....	St. Louis, Mo.....		
United Danish Soc. of America.....	Radiol, Wis.....	1,566	822,000.00
West. Cash. Union, Sup. Coun. of the.....	Quincy, Ill.....	11,496	10,429,000.00
Women's Ben. Assn. of the Maccabees.....	Port Huron, Mich.....	188,500	138,469,620.00
Women's Cath. Order of Foresters.....	Chicago, Ill.....	73,113	71,567,230.00
Woodmen Circle.....	Omaha, Neb.....	838,571	237,858,800.00
Woodmen of the World, Sov. Camp of the.....	Omaha, Neb.....	800,515	1,187,718,754.00
Non-Iowa total.....		4,734,951	\$ 8,897,361,461.78
Grand total.....		5,157,672	\$ 9,597,721,414.00

-EXHIBIT OF CERTIFICATES, DECEMBER 31, 1919.

Certificates Written, Restored or Increased During Year	Certificates Terminated or Decreased During Year		Certificates in Force December 31, 1919		
	Number	Amount	Number	Amount	
1,100	\$ 4,169,964.00	2,107	\$ 2,747,387.70	12,280	\$ 16,675,988.00
60,147	60,454,000.00	22,982	28,553,500.00	272,829	333,777,500.00
344	311,520.00	187	128,000.00	2,488	2,296,000.00
5,606	7,714,000.00	4,607	6,403,500.00	29,600	40,796,500.00
581	107,700.00			581	107,700.00
459	415,000.00	261	264,000.00	8,826	9,055,500.00
4,223	4,728,463.06	3,636	4,545,008.22	30,548	56,367,799.99
3,967	6,093,000.00	1,897	2,572,000.00	48,828	90,222,000.00
35	27,500.00	1,412	2,427,221.00	5,807	4,358,750.00
621	682,750.00	626	691,000.00	19,871	17,468,000.00
45	35,800.00	154	113,550.00	3,568	2,692,600.00
78,705	\$ 69,509,677.06	47,759	\$ 67,996,276.22	458,988	\$ 105,872,383.99
4,814	\$ 3,978,280.00	2,023	\$ 2,140,311.00	14,643	\$ 12,616,000.00
5,942	3,200,490.00	4,076	3,543,200.00	63,818	81,877,206.00
10,971	17,400,621.60	13,035	13,668,336.00	76,156	79,296,724.00
24,174	1,206,500.00	13,289	248,500.00	45,220	1,800,000.00
451	234,250.00	1,075	246,500.00	23,093	15,641,300.00
1,028	267,228.27	1,074	1,252,721.00	18,443	19,189,324.50
10,515	9,871,500.00	5,494	5,171,250.00	155,467	155,007,000.00
4,868	4,223,500.00	2,384	2,167,500.00	22,750	24,567,000.00
19,941	10,332,900.00	8,442	9,493,820.00	75,528	87,510,186.00
12,884	13,779,174.00	29,437	37,889,885.00	99,642	109,568,306.00
30,190	19,683,323.00	19,828	19,688,915.00	175,668	171,064,687.00
463	431,500.00	66	69,000.00	4,086	4,520,500.00
53,229	67,582,000.00	21,406	27,314,500.00	237,318	287,370,000.00
41,605	45,091,069.00	5,209	5,538,582.00	165,421	176,706,562.33
7,846	11,156,150.00	4,853	6,272,930.00	76,940	101,548,964.00
5,859	3,901,000.00	5,188	2,207,000.00	45,160	35,660,700.00
1,284	1,444,900.00	1,727	2,127,242.00	15,826	16,478,419.00
339	322,500.00	329	322,500.00	771	1,115,000.00
19,882	20,288,500.00	21,187	22,889,112.58	268,595	332,241,547.05
9,904	16,806,250.00	1,799	3,382,938.00	22,977	37,607,224.00
74,129	10,655,000.00	87,160	121,079,800.00	1,064,131	1,667,068,900.00
13,474	15,385,875.00	10,822	12,278,625.00	97,839	119,246,025.00
1,282	1,665,500.00	5,596	2,692,500.00	39,754	39,473,750.00
587	561,750.00	114	66,000.00	4,123	5,191,500.00
891	988,000.00	8,493	17,095,240.75	43,610	75,138,412.25
546	455,600.00	502	462,450.00	7,468	7,027,450.00
7,531	9,810,656.42	8,929	15,842,129.42	134,378	221,978,068.01
944	1,167,000.00	1,343	1,896,000.00	28,472	39,306,450.00
39,446	36,608,250.00	30,106	20,627,250.00	391,029	394,612,000.00
809	809,300.00	402	223,000.00	6,161	3,460,100.00
47	20,500.00	305	62,500.00	1,311	820,000.00
1,902	624,500.00	901	421,500.00	12,656	11,102,000.00
32,777	32,922,700.00	11,363	8,239,214.60	295,974	128,115,908.00
8,289	2,212,800.00	1,252	2,100,000.00	75,512	73,828,300.00
44,124	45,361,300.00	25,839	48,247,200.00	225,586	211,900,700.00
218,676	249,545,775.00	147,182	263,841,254.00	962,109	1,173,423,275.00
686,318	755,929,212.23	481,623	672,374,065.26	4,918,666	\$ 5,861,496,667.88
764,064	\$ 849,448,889.45	329,382	\$ 730,370,312.58	5,777,344	\$ 6,497,500,961.95



TABLE NO. 5—FRATERNAL BENEFICIARY SOCIETIES

Name of Society	Location	Certificates in Force December 31, 1919	
		Number	Amount
<b>IOWA SOCIETIES</b>			
Ancient Order of United Workmen.....	Des Moines, Iowa.....	10,421	\$ 14,121,184.60
Brotherhood of American Yeomen.....	Des Moines, Iowa.....	43,750	59,632,050.00
Degree of Honor.....	Cedar Rapids, Iowa.....	2,321	3,132,520.00
Homesteaders.....	Des Moines, Iowa.....	9,906	12,944,300.00
Knights of Pythias of N. A., S. A., etc., Grand Lodge (Colored).....	Des Moines, Iowa.....		
Lutheran Mutual Aid Society.....	Waverly, Iowa.....	1,004	1,149,500.00
Modern Brotherhood of America.....	Des Moines, Iowa.....	10,990	12,649,781.80
Order of Ry. Con. of A., Mut. Ben. of Iowa.....	Fl. Madison, Iowa.....	1,776	2,431,000.00
Roman Cath. Mut. Prot. Soc. of Iowa.....	Fl. Madison, Iowa.....	4,548	6,071,000.00
Western Bohemian Frat. Assn.....	Cedar Rapids, Iowa.....	2,597	2,493,000.00
Kapadni Ceska Katolicka Jednota (West. Bohemian Cath. Union).....	Spillville, Iowa.....	564	415,100.00
Total Iowa Societies.....		87,965	\$ 115,089,545.40
<b>OTHER THAN IOWA SOCIETIES</b>			
Aid Association of Lutherans.....	Appleton, Wis.....	243	\$ 362,750.00
Ancient Order of Gleaners.....	Detroit, Mich.....	18	206,050.00
Ben Hur, Supreme Tribe of Ben Hur.....	Crawfordville, Ind.....	2,854	2,890,944.00
Benevolent Assn. of Ry. Employees.....	Chicago, Ill.....	2,998	8,890.00
Bohemian-Slav. Benev. Soc. of U. S.....	Chicago, Ill.....	1,686	669,350.00
Cath. Knights of Amer., Sup. Coun.....	St. Louis, Mo.....	227	179,000.00
Catholic Order of Foresters.....	Chicago, Ill.....	6,374	6,324,000.00
Columbian Circle (The).....	Chicago, Ill.....	227	273,000.00
Court of Honor.....	Springfield, Ill.....	6,018	7,158,250.00
Fraternal Aid Union.....	Lawrence, Kan.....	5,977	6,738,487.00
Independ. Order of For., Sup. Court.....	Toronto, Canada.....	482	580,918.00
Katolicky Delnik (Catholic Workmen).....	New Prague, Minn.....	249	297,000.00
Security Benefit Association.....	Topeka, Kan.....	5,867	6,824,000.00
Knights of Columbus.....	New Haven, Conn.....	3,086	4,263,250.00
Knights of Pythias, Sup. Lodge.....	Indianapolis, Ind.....	448	569,074.00
Ladies of the Modern Maccabees.....	Port Huron, Mich.....	562	421,000.00
Loyal American Life Association.....	Chicago, Ill.....	75	67,000.00
Luther Union.....	Minneapolis, Minn.....	34	50,000.00
Maccabees, The.....	Detroit, Mich.....	3,947	4,450,000.00
Masonic Mut. L. A. of Dist. of Col.....	Washington, D. C.....	182	358,500.00
Modern Woodmen of America.....	Rock Island, Ill.....	80,039	132,474,500.00
Mystic Workers of the World.....	Pulaski, Ill.....	9,905	12,368,425.00
Na'1 Slovak Soc. of U. S. of A.....	Pittsburgh, Pa.....	151	118,250.00
Na'1 Fraternal Society of the Deaf.....	Chicago, Ill.....	78	62,500.00
Na'1 Union Assurance Society.....	Felicity, Ohio.....	541	713,364.80
North Star Benefit Association.....	Moline, Ill.....	663	611,300.00
Order of United Com. Trav. of Amer.....	Columbus, Ohio.....		
Railway Mail Assn.....	Portsmouth, N. H.....		
Royal Arcanum, Supreme Coun of the Royal Highlanders.....	Boston, Mass.....	1,108	1,771,888.00
Royal Neighbors of America.....	Lincoln, Neb.....	1,508	2,059,800.00
Sons of Norway.....	Rock Island, Ill.....	24,254	24,492,250.00
Travelers Prot. Assn. of America.....	Minneapolis, Minn.....	89	59,000.00
United Danish Societies of America.....	St. Louis, Mo.....	247	238,750.00
West. Cath. Union, Sup. Coun. of the Women's Ben. Assn. of the Maccabees.....	Racine, Wis.....	381	361,500.00
Women's Cath. Order of Foresters.....	Quincy, Ill.....		
Women's Circle, World of Foresters.....	Port Huron, Mich.....	2,907	2,894,450.00
Woodmen of the Order, Sov. Camp of the.....	Chicago, Ill.....	2,322	2,720,000.00
	Omaha, Neb.....	6,374	5,584,900.00
	Omaha, Neb.....	16,828	23,127,084.00
Non-Iowa total.....		188,945	\$ 351,494,669.35
Grand total.....		276,910	\$ 466,574,214.75

-EXHIBIT OF CERTIFICATES IN IOWA, DEC. 31, 1919.

Certificates Written, Restored or Increased During Year		Certificates Terminated or Decreased During Year		Certificates in Force December 31, 1919	
Number	Amount	Number	Amount	Number	Amount
1,829	\$ 2,695,364.00	2,628	\$ 3,723,870.00	9,572	\$ 12,163,648.00
4,688	8,965,000.00	2,654	3,911,500.00	46,033	62,475,500.00
344	311,500.00	187	158,000.00	2,488	2,296,000.00
1,188	2,904,500.00	2,084	2,739,500.00	10,050	12,128,500.00
180	161,800.00	67	66,000.00	1,207	1,245,000.00
754	884,332.75	853	1,041,063.66	10,361	12,432,500.49
79	125,500.00	38	79,000.00	1,308	2,484,500.00
28	32,000.00	1,257	2,247,923.00	3,827	2,865,077.00
63	49,500.00	108	105,250.00	2,652	2,345,500.00
2	2,800.00	29	22,450.00	827	399,150.00
10,414	\$ 12,149,696.75	9,925	\$ 13,353,556.66	88,054	\$ 114,876,685.49
56	\$ 54,250.00	7	\$ 7,500.00	192	\$ 210,500.00
18	18,500.00	10	10,400.00	228	219,000.00
321	534,396.00	439	454,492.00	2,915	2,970,848.00
1,944	128,000.00	1,691	29,000.00	4,389	110,500.00
14	8,000.00	60	46,750.00	990	626,500.00
12	6,250.00	10	8,500.00	229	176,750.00
277	273,000.00	211	229,500.00	6,340	6,386,500.00
1,116	1,066,000.00	844	618,390.00	6,220	7,280,800.00
311	659,154.00	1,029	1,237,542.00	5,449	6,000,000.00
15	15,500.00	25	34,500.00	473	561,918.00
16	16,500.00	4	2,500.00	291	263,500.00
2,112	2,551,000.00	833	1,029,500.00	7,146	8,346,500.00
1,433	2,594,000.00	230	229,150.00	5,188	5,618,100.00
500	280,500.00	108	146,500.00	540	712,074.00
113	103,000.00	46	34,000.00	629	490,000.00
4	5,500.00	4	5,500.00	71	61,000.00
78	128,000.00	72	128,000.00	179	179,000.00
201	227,000.00	269	270,000.00	3,879	4,407,000.00
234	501,800.00	28	69,500.00	378	800,500.00
2,609	\$ 5,844,000.00	5,489	\$ 8,029,000.00	78,150	\$ 130,696,800.00
1,429	1,618,250.00	1,290	1,411,900.00	10,104	18,909,775.00
1	500.00	31	29,250.00	123	60,600.00
17	12,500.00	17	12,500.00	42	69,750.00
11	13,000.00	110	130,000.00	442	596,964.00
7	6,300.00	33	30,100.00	607	588,800.00
29	75,277.00	67	121,690.00	1,090	1,735,012.00
14	14,000.00	29	28,300.00	1,332	2,625,800.00
2,928	2,568,000.00	2,054	2,116,000.00	24,828	24,944,250.00
21	14,700.00	9	2,900.00	161	67,450.00
12	11,800.00	24	12,350.00	335	338,000.00
37	27,500.00	24	12,750.00	394	216,250.00
536	459,000.00	181	110,300.00	3,352	3,623,900.38
816	388,250.00	98	77,000.00	2,740	2,531,250.00
1,196	1,127,800.00	1,238	1,669,500.00	6,234	5,039,200.00
2,290	2,100,800.00	2,290	4,627,633.00	16,819	21,600,251.00
22,369	\$ 23,345,667.00	18,788	\$ 23,780,987.00	192,396	\$ 251,069,969.38
22,623	\$ 30,496,382.75	28,712	\$ 27,123,943.66	280,420	\$ 366,999,684.87

TABLE NO. 6.—FRATERNAL BENEFICIARY SOCIETIES

NAME OF SOCIETY	Premiums		Death Claims Unpaid Dec. 31, 1919		Death Claims Incurred in 1919		Death Claims Paid in 1919		Amount Saved by Compromising and Sealing Down, etc.		Death Claims Unpaid Dec. 31, 1919			
	Received	No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	
														No.
<b>IOWA SOCIETIES</b>														
Ancient Order of United Workmen.....	\$ 521,474.04	19	25,922.21	19	2,713,423.23	204	\$ 273,782.64	13	\$ 12,989.96	17	\$ 22,054.23	17	\$ 413,466.86	
Brotherhood of American Yeomen.....	3,677,829.37	1,071	1,642,424.96	1,071	1,642,424.96	2,900	2,976,597.78	13	828,778.55	328	22,500.43	328	214,068.86	
Degree of Honor.....	45,205.32	30	5,000.00	30	5,000.00	25	23,000.00	11	451.90	30	31,180.80	30	2,281.96	
Homesteaders.....	522,843.83	130	157,503.25	130	157,503.25	377	458,159.69							
K. of P. of N. A., S. A., etc., Grand Lodge (Colored).....	3,508.90													
Lutheran Mutual Aid Society.....	162,229.66	43	48,300.00	43	48,300.00	126	142,513.52	141	159,013.52	28	32,000.00	28	32,000.00	
Modern Brotherhood of America.....	1,369,526.33	182	266,796.65	182	266,796.65	616	706,796.65	216	894,845.23	2	11,339.09	79	97,801.06	
Order of Ry. Conductors of A., Mut. Ben. Dept.....	147,261,251.61	147	281,500.00	147	281,500.00	715	1,351,000.00					112	292,500.00	
Roman Cath. Mut. Protective Society of Iowa.....	962,134.93	22	36,000.00	22	36,000.00	82	124,238.00					8	9,281.96	
Western Bohemian Fraternal Association.....	379,469.55	30	31,300.00	30	31,300.00	206	176,500.00	229	291,742.00			7	6,685.00	
Zapadni Ceska Katolicka Jednota, (Western Bohemian Catholic Union).....	55,147.54	26	15,624.42	26	15,624.42	66	47,600.00	77	65,766.66			333.34	15	7,054.43
Iowa total.....	\$ 8,224,560.25	1,672	\$ 2,306,991.67	1,672	\$ 2,306,991.67	4,432	\$ 5,825,154.70	5,466	\$ 6,569,776.52	15	\$ 861,892.84	624	\$ 880,176.41	
<b>OTHER THAN IOWA SOCIETIES</b>														
Aid Association of Lutherans.....	\$ 349,351.68	27	\$ 2,806.86	27	\$ 2,806.86	79	\$ 72,783.00	101	\$ 90,733.35			5	\$ 3,868.51	
Ancient Order of Foresters.....	684,649.18	191	165,584.34	191	165,584.34	594	510,840.00	700	565,096.38	5	18,586.43	85	11,478.34	
Ben Hur, Supreme Tribe of.....	1,685,754.52	171	171,819.89	171	171,819.89	947	979,256.50	1,017	1,063,700.08	5	32,627.09	96	113,766.93	
Beneficial Association of Railway Employees.....	635,080.07	4	4,500.00	4	4,500.00	8	10,500.00					35	17,000.00	
Bohemian-Slavonian Benevolent Society of U. S.....	388,362.89	45	27,000.00	45	27,000.00	367	275,250.00	407	284,050.00			25	17,000.00	
Catholic Knights of America, Supreme Council.....	477,465.88	109	125,944.31	109	125,944.31	416	583,009.66	476	587,881.10			62,960.93	49	59,021.78
Catholic Order of Foresters.....	2,544,281.34	744	742,552.46	744	742,552.46	1,639	1,716,750.00	2,144	2,185,538.58	3	5,118.42	256	368,690.66	
Columbian Circle (The).....	494,239.94	85	95,500.00	85	95,500.00	350	426,332.82	354	469,429.57	4	11,388.35	77	100,565.00	
Court of Honor.....	1,350,212.53	241	287,816.47	241	287,816.47	966	1,064,018.47	1,066	1,224,839.16	6	16,739.92	82	110,494.06	
Fraternal Aid Union.....	3,605,704.30	372	484,256.63	372	484,256.63	1,983	2,230,150.31	2,650	2,271,776.75	10	66,855.22	146	326,776.73	
Independent Order of Foresters, Supreme Court.....	3,356,550.91	245	224,448.48	245	224,448.48	2,330	2,483,968.97	2,426	2,638,198.86	4	26,407.77	249	183,781.22	
Katolicky Benick (Catholic Workmen).....	19,727.42	19	17,250.00	19	17,250.00	31	35,000.00	38	40,090.08			12	9,755.75	
Security Benefit Association.....	3,124,309.65	207	2,195,500.00	207	2,195,500.00	2,172	2,749,014.90	2,772	3,239,838.04	45	379,174.92	322	422,600.00	
Knights of Columbus.....	2,635,890.83	576	605,492.86	576	605,492.86	1,350	1,327,961.33	1,649	1,783,782.50	7	12,522.17	169	179,159.69	
Knights of Pythias, Supreme Lodge.....	2,971,868.38	301	816,973.11	301	816,973.11	1,157	1,738,556.46	1,280	1,881,976.69			78	162,440.43	
Ladies of the Modern Macabees.....	594,848.02	50	37,316.41	50	37,316.41	342	387,174.84	374	382,190.75	3	14,316.54	24	17,880.80	
Loyal American Life Association.....	435,213.96	75	68,361.31	75	68,361.31	942	256,063.10	925	287,499.52			43	31,380.65	
Luther Union.....	1,26,115.04	1	1,000.00	1	1,000.00	2	2,000.00							
Macabees, The.....	6,003,492.33	636	76,428.33	636	76,428.33	4,256	5,488,168.97	4,814	5,983,794.50	9	110,232.77	106	134,556.00	
Masonic Mutual Life Assn. of District of Columbia.....	947,760.85	47	64,481.17	47	64,481.17	113	157,869.17	140	190,679.97			30	31,702.57	
Modern Woodmen of America.....	21,517,828.11	3,501	5,889,151.46	3,501	5,889,151.46	10,949	18,082,000.00	13,266	21,322,544.85	67	146,368.40	1,207	2,602,198.47	
Mystic Workers of the World.....	1,274,628.15	195	242,368.43	195	242,368.43	853	1,039,800.00	960	1,118,371.50	10	68,686.78	168	95,109.48	
National Fire Insurance Society of U. S. & A.....	888,738.22	390	138,439.67	390	138,439.67	491	352,872.50	613	448,213.69					
National Fraternal Society of the Deaf.....	3,113,481.00	9	6,750.00	9	6,750.00	2	2,738,240.75	1,702	2,411,780.48	1	2,967.48	197	440,000.00	
National Union Assurance Society.....	478,078.06	237	478,078.06	237	478,078.06	1,042	2,738,240.75	1,702	2,411,780.48					
North Star Benefit Association.....	91,805.03	28	20,180.62	28	20,180.62	48	44,624.30	63	55,279.78	3	1,979.62	8	7,465.57	
Order of United Commercial Travelers of America.....	1,016,327.50	28	215,900.00	28	215,900.00	58	271,988.98	65	315,959.63	9	99,009.35	24	179,850.90	
Railway Mail Association.....	163,044.75	4	16,000.00	4	16,000.00	21	82,844.33	17	67,844.33	4	16,000.00	10	16,000.00	
Royal Arcanum, Supreme Council of the.....	735,962.61	556	1,094,628.32	556	1,094,628.32	2,796	3,025,879.43	2,963	5,464,653.22	13	27,620.22	230	568,074.20	
Royal Highlanders.....	412,864.90	79	185,000.00	79	185,000.00	323	325,353.35	378	382,977.44			4	44,423.34	
Royal Neighbors of America.....	3,967,080.38	1,381	1,368,322.38	1,381	1,368,322.38	2,846	2,870,250.00	2,965	3,697,632.17	26	61,229.04	501	477,730.82	
Sons of Norway.....	3,472,628.15	3	2,620.00	3	2,620.00	66	20,000.00	66	20,000.00					
Travelers Protective Association of America.....	675,535.65	10	35,400.00	10	35,400.00	48	234,950.00	49	169,575.00			80	80,025.00	
United Danish Societies of America.....	13,778.82	13	7,981.30	13	7,981.30	13	7,981.30	13	7,981.30			14	18,250.00	
Western Catholic Union, Supreme Council of the.....	196,357.38	43	51,696.48	43	51,696.48	146	167,750.00	174	200,956.94					
Women's Benefit Assn. of the Macabees.....	2,000,804.42	413	327,348.23	413	327,348.23	1,061	1,536,887.13	1,076	1,642,627.79	5	27,272.13	227	124,482.44	
Women's Catholic Order of Foresters.....	1,452,731.78	252	231,514.59	252	231,514.59	1,000	1,951,250.00	1,071	1,195,790.13					
Woodmen Circle.....	2,226,969.54	715	892,138.88	715	892,138.88	2,213	2,260,390.41	2,320	1,986,179.78	18	308,191.31	345	601,979.98	
Woodmen of the World, Sovereign Camp of the.....	15,667,703.15	6,115	7,991,282.16	6,115	7,991,282.16	8,916	12,138,666.00	13,285	16,236,391.41	113	900,365.00	1,632	3,090,222.17	
Non-Iowa total.....	\$ 94,984,117.82	18,748	\$ 23,719,701.86	18,748	\$ 23,719,701.86	52,641	\$ 79,287,022.62	64,304	\$ 81,649,438.75	377	\$ 2,425,149.59	6,808	\$ 9,912,146.16	
Grand total.....	\$103,878,698.17	20,421	\$ 25,295,293.52	20,421	\$ 25,295,293.52	57,073	\$ 76,106,187.32	69,670	\$ 88,019,215.27	392	\$ 2,277,042.43	7,432	\$ 10,732,322.57	

-EXHIBIT OF DEATH CLAIMS, DECEMBER 31, 1919.

TABLE NO. 7—FRATERNAL BENEFICIARY SOCIETIES

-EXHIBIT OF DEATH CLAIMS IN IOWA, DEC. 31, 1919.

NAME OF SOCIETY	Premiums Received	Death Claims Unpaid Dec. 31, 1919		Death Claims Incurred in 1919		Death Claims Paid in 1919		Amount Saved by Compromising or Scaling Down, etc.		Death Claims Unpaid Dec. 31, 1919		
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	
IOWA SOCIETIES												
Ancient Order of United Workmen.....		14	\$ 15,084.45	142	\$ 186,296.04	3	\$ 10,690.00	13	\$ 17,220.90			
Brotherhood of American Yeomen.....	\$ 610,178.89	144	\$ 196,422.58	487	\$ 586,908.05	3	\$ 111,816.78	62	\$ 86,300.75			
Degree of Honor.....	38,424.72	6	5,000.00	25	23,000.00							
Honesteaders.....	197,700.43	34	45,903.43	105	136,262.17					11	9,087.20	
K. of P. of N. A., S. A., etc., Grand Lodge (Colored)	22,491.50	4	4,000.00									
Lutheran Mutual Aid Society.....	219,646.74	28	45,671.23	15	22,000.00	13	18,500.00			6	7,500.00	
Modern Brotherhood of America.....	180,953.22	108	130,533.32	108	130,533.32			1,811.05		19	24,661.89	
Order of Ry. Conductors of A. Mut. Ben. Dept.		20	45,671.23	19	20,500.00							
Roman Cath. Mut. Protective Society of Iowa	142,722.44	21	25,000.00	79	120,968.00					7	8,261.00	
Western Bohemian Fraternal Association	30,840.58	4	4,000.00	30	23,250.00							
Žapadni Česká Katolická Jednota (Western Bohemian Catholic Union)	8,096.82	2	3,000.00	13	10,000.00							
Iowa total.....	\$ 1,576,080.62	207	\$ 347,623.58	856	\$ 1,149,199.46	1,022	\$ 1,219,214.58	2	\$ 123,717.83	118	\$ 153,200.94	
OTHER THAN IOWA SOCIETIES												
Aid Association of Lutherans.....	\$ 4,451.69	1	2,000.00	2	\$ 5,000.00							
Ancient Order of Gleaners.....	133,537.00	1	1,000.00	3	2,700.00		\$ 300.00					
Ben Hur, Supreme Tribe of.....	62,894.65	6	4,700.00	25	42,512.45		114.55			3	3,750.00	
Benefit Assn. of Railway Employees.....	55,815.17	6	6,700.00									
Bohemian-Slavonian Benevolent Society of U. S.	16,786.79			14	10,250.00					2	1,350.00	
Catholic Knights of America, Supreme Council	3,987.89			1	597.75		402.22			1	2,000.00	
Catholic Order of Foresters.....	161,610.19	28	49,500.00	6	2,000.00		354.54			9	8,000.00	
Columbian Circle (The).....		24	24,000.00	75	82,645.46							
Court of Honor.....	168,477.53	24	24,000.00	77	97,394.03		635.97			11	17,000.00	
Fraternal Aid Union.....		24	22,764.01	91	86,434.40		2,946.58			14	15,712.97	
Independent Order of Foresters, Supreme Court	10,700.25	3	5,000.00	9	9,000.00	11	13,000.00			1	1,000.00	
Katolický Dělnický (Catholic Workmen).....	4,945.28	1	400.00	2	2,000.00	1	1,000.00			2	1,400.00	
Security Benefit Association.....	87,193.39	25	30,000.00	50	69,500.00	67	74,582.05	1	4,467.95	7	11,500.00	
Knights of Columbus.....	77,149.33	26	30,000.00	42	43,000.00					4	4,000.00	
Knights of Pythias, Supreme Lodge.....	18,006.46	5	9,000.00	4	7,000.00					1	2,000.00	
Ladies of the Modern Maccabees.....	7,222.07			6	3,750.00	6	3,750.00					
Loyal American Life Association.....	2,821.98			1	425.00	1	425.00					
Luther Union.....	4,270.17											
Maccabees, The.....	87,274.70	11	14,650.00	67	84,465.42					3	6,000.00	
Masonic Mutual Life Assn. of the Dist. of Columbia	18,832.87											
Modern Woodmen of America.....	1,729,867.61	276	445,221.60	823	1,582,000.00	1,033	1,856,440.95	2	7,000.00	85	169,941.05	
Mystic Workers of the World.....	108,306.95	25	22,655.81	96	112,960.00	169	119,600.01	2	10,400.00	12	16,000.00	
National Slovak Society of U. S. of A.	1,796.25	1	1,000.00	2	1,000.00	3	2,000.00					
National Fraternal Society of the Deaf.....	1,546.35	1	1,000.00	2	1,000.00	2	1,000.00					
National Union Assurance Society.....	3	6,000.00	3	6,000.00	3	9,000.00				1	1,000.00	
North Star Benefit Association.....	6,946.20	1	1,000.00	5	3,467.81	5	3,467.81			1	1,000.00	
Order of United Commercial Travelers of America	45,716.00	1	2,300.00	5	21,200.00	4	15,725.00	1	28,650.00	1	6,925.00	
Railway Mail Association.....	5,882.50			1	4,000.00	1	4,000.00					
Royal Arcanum, Supreme Council of the.....	45,280.24	5	7,000.00	13	20,000.00	15	22,000.00			2	5,000.00	
Royal Highlanders.....	19,384.45	7	9,000.00	11	15,500.00	15	17,607.70	1,802.30		4	5,000.00	
Royal Neighbors of America.....	216,218.37	81	84,000.00	104	184,000.00	237	240,255.62	244.38		28	27,500.00	
Sons of Norway.....	1,541.56											
Travelers Protective Association of America.....	24,213.00	1	1,000.00	2	19,000.00	4	4,750.00		15,250.00			
United Danish Societies of America.....	4,212.02			4	2,250.00	4	2,250.00					
Western Catholic Union, Supreme Council of the.....	3,726.87	1	300.00	1	250.00	2	750.00					
Women's Benefit Assn. of the Maccabees.....	29,791.68	7	6,200.00	19	17,000.00	24	21,100.00			2	2,000.00	
Women's Catholic Order of Foresters.....	47,218.61	4	4,000.00	24	22,000.00	19	18,000.00			9	9,000.00	
Woodmen Circle.....	72,011.12	21	18,808.31	51	46,866.66	61	48,333.28	1	7,300.00	19	10,941.66	
Woodmen of the World, Sovereign Camp of the.....	302,888.15	101	145,256.00	181	364,000.00	248	342,000.00			24	59,650.00	
Non-Iowa total.....	\$ 3,488,578.26	696	\$ 844,131.33	1,819	\$ 2,708,881.61	2,318	\$ 3,282,975.86	8	\$ 76,856.06	248	\$ 377,680.81	
Grand total.....	\$ 4,864,660.88	903	\$ 1,291,754.91	2,754	\$ 3,943,881.27	3,340	\$ 4,502,200.44	11	\$ 200,574.49	366	\$ 530,881.76	

TABLE NO. 8—FRATERNAL BENEFICIARY SOCIETIES

—MODE OF TERMINATION OF CERTIFICATES, 1919

NAME OF SOCIETY	Location	By Death		By Lapse	By Disability		By Decrease	By Transfer		Otherwise		
		No.	Amount		No.	Amount		No.	Amount	No.	Amount	
												No.
<b>IOWA SOCIETIES</b>												
Ancient Order of United Workmen	Des Moines, Iowa	202	\$ 22,124.20				\$ 41,840.00					
Brotherhood of American Yeomen	Des Moines, Iowa	2,170	2,875,000.00				729,000.00					
Degree of Honor	Cedar Rapids, Iowa	20	18,000.00							163	\$ 98,500.00	
Homesteaders	Des Moines, Iowa	318	420,000.00				38,500.00					
Knights of Pythias, N. A., S. A., etc., Grand Lodge (Colored)	Des Moines, Iowa											
Lutheran Mutual Aid Society	Waverly, Iowa	141	141,500.00									
Modern Brotherhood of America	Modern City, Iowa	617	706,700.00									
Order of Ry. Conductors of A. Mut. Ben. Dept.	Cedar Rapids, Iowa	680	1,270,500.00				1,017,500.00	39	85,000.00			
Roman Catholic Mut. Protective Soc. of Iowa	Pt. Madison, Iowa	628	95,710.00							4	981.00	
Western Bohemian Fraternal Assn.	Cedar Rapids, Iowa	206	178,500.00									
Zapadni Ceska Katolicka Jednota (Western Bohemian Fraternal Union)	Spillville, Iowa	66	7,500.00								40,000.00	
Iowa total		4,496	\$ 6,000,072.00				\$ 1,570,690.75			253	\$ 302,150.42	
<b>OTHER THAN IOWA SOCIETIES</b>												
Aid Association of Lutherans	Appleton, Wis.	79	\$ 71,700.00	1,843	2,066,525.00							
Ancient Order of Gleaners	Detroit, Mich.	504	570,500.00	1,451	1,030,500.00		\$ 2,350.00					
Ben Hur, Supreme Tribe of	Crawfordsville, Ind.	947	970,325.00	11,083	12,908,182.50	26	8,734.43			26	\$ 83,825.87	
Benedt Assn. of Railway Employees	Chicago, Ill.	176	4,500.00	11,110	844,000.00							
Bohemian-Slavonian Benevolent Society of U. S.	Chicago, Ill.	387	275,250.00	888	459,500.00							
Catholic Knights of America, Supreme Council	St. Louis, Mo.	416	388,900.00	412	599,712.02							
Catholic Order of Foresters	Chicago, Ill.	1,459	1,716,750.00	1,833	2,441,900.00							
Columbian Circle (The)	Chicago, Ill.	350	426,320.00	2,006	1,792,000.00	28	38,500.00					
Court of Honor	Springfield, Ill.	812	1,061,400.00	7,830	8,282,540.00							
Fraternai Aid Union	Lawrence, Kan.	1,363	2,230,148.00	11,375	25,379,982.00	53	6,275.00			26	113,268.00	
Independent Order of Foresters, Supreme Court	Toronto, Canada	2,330	2,483,000.00	15,800	15,799,945.00	103	91,401.95			1,403	1,214,409.55	
Kataclay Demick (Catholic Workmen)	New Prague, Minn.	31	31,000.00	45	65,000.00							
Security Benefit Association	Topeka, Kan.	2,172	2,749,014.00	15,047	18,374,458.06	24	3,302.80			3,168	6,785,037.70	
Knights of Columbus	New Haven, Conn.	1,350	4,176,150.00	1,959	4,176,150.00							
Knights of Pythias, Supreme Lodge	Indianapolis, Ind.	1,157	1,738,505.00	1,263	3,207,237.00					843	1,084,846.00	
Ladies of the Modern Macebees	Port Huron, Mich.	565	386,750.00	2,284	1,575,750.00	9	3,545.85	16,500.00	220	105,350.00	70	59,304.15
Loyal American Life Association	Chicago, Ill.	242	274,530.00	1,503	1,061,733.50					12	10,072.00	
Luther Union	Minneapolis, Minn.	1	1,000.00	104	151,500.00							
Macebees, The	Detroit, Mich.	4,380	5,488,168.00	1,674	17,619,943.61							
Masonic Mutual Life Assn. of Dist. of Columbia	Washington, D. C.	113	17,350.00	113	2,988,500.00					14	21,000.00	
Modern Woodmen of America	Rock Island, Ill.	10,949	12,082,000.00	15,800	97,392,500.00			4,565,500.00		411	839,500.00	
Mystic Workers of the World	Fulton, Ill.	353	1,022,300.00	4,001	6,580,900.00			69,350.00		1,286	1,580,875.00	
National Slovak Society of U. S. of A.	Pittsburgh, Pa.	491	209,500.00	7,823	2,135,770.00			28,587.50		243	168,250.00	
National Fraternal Society of the Deaf	Chicago, Ill.	37	18,000.00	87	69,750.00							
National Union Assurance Society	Toledo, Ohio	1,042	2,378,100.00	7,171	11,880,000.00			2,164,000.00		279	723,000.00	
North Star Benefit Association	Moline, Ill.	48	47,600.00	484	297,100.00			17,750.00				
Order of United Commercial Travelers of A.	Columbus, Ohio											
Railway Mail Association	Portsmouth, N. H.											
Royal Arcanum, Supreme Council of the Royal Highlanders	Boston, Mass. Lincoln, Neb.	2,000 333	5,023,829.43 340,500.00	4,236 1,056	8,736,638.00 1,308,600.00	39	7,100.00	21,700.00 125,500.00			14 56,000.00	
Royal Neighbors of America	Rock Island, Ill.	2,791	2,624,730.00	17,215	16,384,000.00			1,286,500.00				
Sons of Norway	Minneapolis, Minn.	62	30,000.00	390	201,270.00							
Travelers Protective Assn. of America	St. Louis, Mo.	13	7,861.20	80	45,518.70							
United Danish Societies of America	Quincy, Ill.	143	167,750.00	341	173,000.00			1,250.00				
Western Catholic Union, Supreme Council of the	Port Huron, Mich.	1,406	1,536,827.12	5,401	6,749,325.00	42	5,358.76	50,650.00		25	47,141.24	
Women's Benefit Assn. of the Macebees	Chicago, Ill.	1,000	1,061,550.00	1,117	873,250.00			28,100.00				
Women's Catholic Order of Foresters	Chicago, Ill.	1,971	1,997,300.00	13,208	23,738,700.00			511,100.00				
Woodmen Circle	Omaha, Neb.	54,801	56,762,828.00	54,801	56,762,828.00			89,637,750.00	5,400	7,327,300.00	97,976	96,094,709.00
Woodmen of the World, Sovereign Camp of the	Omaha, Neb.	8,916	12,136,063.00									
Non-Iowa total		83,626	\$ 60,546,432.96				\$ 90,275,542.41		5,629	7,382,550.00	86,657	\$135,661,790.71
Grand total		88,122	\$ 66,546,505.96				\$100,946,242.16		5,629	7,382,550.00	96,310	\$135,413,080.13



# IOWA FRATERNAL BENEFICIARY SOCIETIES

## Business Reported 1919

### GRAND LODGE ANCIENT ORDER UNITED WORKMEN OF IOWA.

Located at Des Moines, Iowa.

Incorporated June 22, 1911.

Commenced Business November 27, 1871.

E. B. Evans, President.

W. H. Howell, Secretary.

Balance from previous year ..... \$ 353,159.00

#### INCOME

Membership fees actually received.....	1,164.00
Assessments or premiums during first 12 months of membership of which all or an extra percentage is used for expense.....	27,771.20
All other assessments or premiums.....	464,823.27
Dues and per capita tax.....	27,540.80
Other payments by members (transfers to limited payment).....	374.77
<b>Total received from members.....</b>	<b>\$ 521,474.04</b>
Net amount received from members.....	\$ 521,474.04
Interest on mortgage loans.....	34,546.72
Interest on certificate loans.....	2,760.54
Interest on bonds and dividends on stock.....	3,012.46
Interest from all other sources.....	3,637.20
Sale of lodge supplies.....	1,06.29
From all other sources, total.....	9,197.40
<b>Total income.....</b>	<b>\$ 574,734.63</b>

#### DISBURSEMENTS

Death claims.....	\$ 276,411.64
Total benefits paid.....	\$ 276,411.64
Commissions and fees paid to deputies and organizers.....	43,461.02
Salaries of managers or agents not deputies or organizers, auditors.....	1,575.01
Salaries of officers and trustees.....	5,613.70
Salaries and other compensation of committees.....	1,258.18
Salaries of office employees.....	9,469.39
Traveling and other expenses of officers, trustees and committees.....	1,908.61
Insurance department fees.....	365.03
Rent—including association's occupancy of its own buildings.....	1,525.00
Advertising, printing and stationery.....	6,314.69
Postage, express, telegraph and telephone.....	3,406.32
Lodge supplies.....	980.94
Official publication.....	2,792.12
Expense of grand lodge meeting.....	6,296.67
Legal expense in litigating claims.....	3,546.83
Furniture and fixtures.....	228.75
All other disbursements.....	26,789.91
<b>Total disbursements.....</b>	<b>\$ 392,531.86</b>

#### LEDGER ASSETS

Book value of real estate.....	\$ 55,346.62
Mortgage loans on real estate.....	634,801.57
War saving stamps.....	824.00
Book value of bonds and stocks.....	100,100.00
Deposited in trust companies and banks on interest.....	156,194.13
Bills receivable, organizers' balances.....	5,553.27
Other ledger assets, viz: S. S. B. J. liens, Illinois, Kentucky, Nebraska.....	128,007.80
Certificate loans.....	54,534.40
<b>Total ledger assets.....</b>	<b>\$ 1,135,361.79</b>

#### NON-LEDGER ASSETS

Interest and rents due and accrued.....	45,825.95
Market value of real estate over book value.....	9,000.00
Assessments actually collected by subordinate lodges not yet turned over to supreme lodge..	43,500.00
<b>Gross assets.....</b>	<b>\$ 1,233,787.74</b>

#### DEDUCT ASSETS NOT ADMITTED

Bills receivable.....	\$ 5,553.27	5,553.27
<b>Total admitted assets.....</b>	<b>\$ 1,228,234.47</b>	

#### LIABILITIES

Death claims reported but not adjusted.....	\$ 22,054.23
<b>Total death claims.....</b>	<b>\$ 22,054.23</b>
Total unpaid claims.....	\$ 22,054.23
Borrowed money interest due or accrued on same.....	3,000.00
Fuel, supplies and advertising.....	843.63
<b>Total.....</b>	<b>\$ 29,897.86</b>

#### EXHIBIT OF CERTIFICATES

	No.	Amount
<b>Total Business of the Year</b>		
Benefit certificates in force December 31, 1918, as per last statement.....	11,278	\$15,153,408.00
Benefit certificates written and revived during the year.....	3,109	4,169,964.00
<b>Totals.....</b>	<b>14,387</b>	<b>\$19,323,372.00</b>
Deduct terminated or decreased during the year.....	2,167	2,747,387.00
<b>Total benefit certificates in force December 31, 1919.....</b>	<b>12,220</b>	<b>\$16,575,985.00</b>
<b>Business in Iowa During Year</b>		
Benefit certificates in force December 31, 1918, as per last statement.....	10,431	14,191,154.00
Benefit certificates written and revived during the year.....	1,839	2,695,364.00
<b>Totals.....</b>	<b>12,270</b>	<b>\$16,886,518.00</b>
Deduct terminated or decreased during the year.....	2,698	3,722,870.00
<b>Total benefit certificates in force December 31, 1919.....</b>	<b>9,572</b>	<b>\$13,163,648.00</b>

#### EXHIBIT OF DEATH CLAIMS

	No.	Amount
<b>Total Claims</b>		
Claims unpaid December 31, 1918, as per last statement.....	19	19,663.13
Claims incurred during the year including commuted value of instalment certificates.....	202	291,164.70
<b>Totals.....</b>	<b>221</b>	<b>\$ 310,827.83</b>

Claims paid during the year .....	204	275,782.64
Balance .....	17	\$ 35,644.19
Saved by compromising or scaling down claims during the year .....		
Claims unpaid December 31, 1919 .....	17	12,989.84
		22,654.22
	No.	Amount
Claims unpaid December 31, 1919, as per last statement, estimated liability .....	14	15,028.45
Claims (face value) incurred during the year .....	141	199,278.49
Totals .....	155	\$ 214,306.94
Claims paid during the year .....	142	186,306.94
Balance .....	13	\$ 27,910.90
Saved by compromising or scaling down claims during the year .....		
Claims unpaid December 31, 1919, estimated liability .....	13	10,650.00
		17,220.90

## BROTHERHOOD OF AMERICAN YEOMAN.

Located at Fifth and Park, Des Moines, Iowa.

Incorporated February 25, 1897. Commenced Business December 27, 1897.

President, Geo. N. Frink.

Secretary, W. E. Davy.

Balance from previous year..... \$ 4,617,486.68

## INCOME

Membership fees actually received.....	\$ 5,992.94
Assessments or premiums during first months of membership of which all or an extra percentage is used for expense.....	610,117.20
Juvenile.....	2,607.60
All other assessments or premiums.....	2,489,856.93
Dues and per capita tax.....	493,828.69
Medical examiners' fees actually received.....	36,356.01
Total received from members.....	\$ 3,638,768.37
Deduct payments returned to applicants and members.....	1,239.00
Net amount received from members.....	\$ 3,637,529.37
Interest on mortgage loans.....	202,460.12
Interest on collateral loans, employees bonds less 31.31 accumulated interest.....	185.80
Interest on bonds and dividends on stocks.....	17,926.18
Interest from all other sources.....	11,467.26
Gross rents from association's property, including \$9,000 for association's occupancy of its own building.....	9,630.50
Sale of lodge supplies.....	24,728.52
From all other sources, total.....	23,189.48
Total income.....	\$ 3,927,117.24

## DISBURSEMENTS

Death claims.....	\$ 2,939,308.78
Permanent disability claims.....	107,752.65
Sick and accident claims.....	52,907.72
Old age benefits.....	152,308.05
Surgical benefits.....	24,452.09
Maternity benefits.....	9,450.00
Total benefits paid.....	\$ 3,266,179.29
Commissions and fees paid to deputies and organizers.....	960,211.70
Salaries of officers and trustees.....	36,968.22

Other compensation of officers and trustees.....	22,237.50
Salaries and other compensation of committees.....	1,350.00
Salaries of office employes.....	116,422.75
Expense medical department.....	6,682.95
Salaries and fees paid to supreme medical examiners.....	5,292.00
Salaries and fees paid to subordinate medical examiners.....	5,371.62
Traveling and other expenses of officers, trustees and committees.....	9,515.68
Insurance department fees.....	6,936.89
Insurance including \$9,000.00 for association's occupancy of its own buildings.....	9,724.00
Advertising, printing and stationery.....	36,478.96
Postage, express, telegraph and telephone.....	22,948.82
Lodge supplies.....	18,032.21
Official publication.....	53,068.89
Legal expense in litigating claims.....	6,881.52
Other legal expenses.....	4,187.14
Furniture and fixtures.....	7,101.54
Taxes, repairs and other expenses on real estate.....	1,690.90
Loss on sale of ledger assets, mortgages discontinued.....	10,981.37
All other disbursements.....	69,450.90
Total disbursements.....	\$ 4,629,691.85
Balance .....	\$ 3,915,111.07

## LEDGER ASSETS

Book value of real estate.....	\$ 31,654.72
Mortgage loans on real estate.....	2,938,316.00
War risk.....	186.75
Loans secured by pledge of bonds, stocks or other collateral.....	1,778.50
Book value of bonds and stocks.....	466,570.76
Deposited in trust companies and banks on interest.....	492,135.17
Cash in association's office, \$1,500.00; deposited in banks (not on interest).....	1,500.00
Tax sale certificates.....	2,481.35
Loan foreclosure.....	487.82
Total ledger assets.....	\$ 3,915,111.07

## NON-LEDGER ASSETS

Interest and rents due and accrued.....	\$ 66,425.28
Market value of real estate over book value.....	50,100.00
Market value of bonds and stocks over book value.....	1,204.00
Assessments actually collected by subordinate lodges not yet turned over to supreme lodge.....	328,079.00
All other assets, viz:	
Office furniture and filing cabinets.....	\$ 44,301.20
Lodge supply inventory.....	26,647.84
Supply invoices unpaid.....	2,780.80
Postage.....	2,852.56
Expectancy reserve deductions, unpaid claims.....	108,461.52
Total.....	\$ 185,045.02
Gross assets.....	\$ 4,545,964.37

## DEDUCT ASSETS NOT ADMITTED

Overdue and accrued interest on bonds in default.....	\$ 1,050.00
Office furniture and filing cabinets.....	44,301.20
Lodge supply inventory.....	26,647.84
Supply invoices unpaid.....	2,780.80
Total.....	\$ 74,779.94
Total admitted assets.....	\$ 4,471,184.43

## LIABILITIES

Death claims due and unpaid	\$ 7,321.86	
Death claims resisted	22,449.80	
Death claims reported but not adjusted	446,145.00	
Total death claims	\$ 475,916.66	
Auxiliary death claims		\$ 200.00
Permanent disability claims resisted	1,500.00	
Permanent disability claims reported but not yet adjusted	51,187.50	
Total permanent disability claims	\$ 52,687.50	
Surgical benefits, maternity, and accident claims due and unpaid (2)	130.00	
Sick and accident claims resisted (1)	100.00	
Sick and accident claims reported but not yet adjusted	22,076.88	
Total sick and accident claims	\$ 22,306.88	
Old age and other benefits due and unpaid, including 4% present value of such benefits payable in installments	666,342.12	
Auxiliary accident claims	50.00	
Total unpaid claims	\$ 1,218,504.14	
Salaries, rents, expenses, commissions, etc., due or accrued	75,794.13	
Advance assessments	21,670.27	
All other liabilities, viz:		
Legal reserve	\$ 58,426.63	
Juvenile legal reserve	2,171.71	
	\$ 61,598.34	
Total	\$ 1,381,556.89	

## EXHIBIT OF CERTIFICATES

Total Business of the Year	No.	Amount
Benefit certificates in force December 31, 1918, as per last statement	246,661	\$322,177,000.00
Benefit certificates written and revived during the year	60,147	68,496,000.00
Benefit certificates increased during the year		958,000.00
Totals	306,808	\$391,631,000.00
Deduct terminated or decreased during the year	32,982	38,353,500.00
Total benefit certificates in force Dec. 31, 1919	273,826	\$353,277,500.00
Business in Iowa During Year	No.	Amount
Benefit certificates in force December 31, 1918, as per last statement	43,750	\$ 59,692,000.00
Benefit certificates written and revived during the year	4,936	5,897,000.00
Benefit certificates increased during the year		88,000.00
Totals	48,686	\$ 65,677,000.00
Deduct terminated or decreased during the year	2,654	2,201,500.00
Total benefit certificates in force Dec. 31, 1919	46,032	\$ 62,475,500.00

Received during the year from members in Iowa:  
 Mortuary \$482,666.02; expense, \$127,510.87; total, \$610,176.89.

## EXHIBIT OF DEATH CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement	1,070	\$ 1,461,424.96
Claims incurred during the year including commuted value of installment certificates	2,170	2,772,618.23
Interest addition on account of installment claims, reinstated	1	1,000.00
Totals	3,241	\$ 4,176,043.19

Claims paid during the year	2,900	2,936,597.78	
Balance	341	\$ 1,239,446.41	
Saved by compromising or scaling down claims during the year	13	809,778.55	
Claims rejected during the year	13	17,000.00	
Claims unpaid December 31, 1919	325	\$ 412,666.86	
Iowa Claims		No.	Amount
Claims unpaid December 31, 1918, as per last statement, estimated liability	144	\$ 190,432.58	
Claims (face value) incurred during the year	408	544,496.00	
Totals	552	\$ 734,928.58	
Claims paid during the year	487	536,905.05	
Balance	65	\$ 198,017.53	
Saved by compromising or scaling down claims during the year	3	107,316.78	
Claims rejected during the year	3	4,500.00	
Claims unpaid December 31, 1919, estimated liability	62	\$ 86,200.75	

## EXHIBIT OF PERMANENT DISABILITY CLAIMS

Total Claims	No.	Amount	
Claims unpaid December 31, 1918, as per last statement	49	\$ 33,425.00	
Claims incurred during the year	234	158,480.59	
Totals	283	\$ 191,905.50	
Claims paid during the year	189	107,752.65	
Balance	94	\$ 84,152.85	
Saved by compromising or scaling down claims during the year	30	37,065.35	
Rejected and dropped	30	3,900.00	
Claims unpaid December 31, 1919	64	\$ 43,187.50	
Iowa Claims		No.	Amount
Claims unpaid December 31, 1918, as per last statement	9	\$ 6,500.00	
Claims incurred during the year	59	42,446.41	
Totals	68	\$ 49,946.01	
Claims paid during the year	49	30,414.59	
Balance	19	\$ 19,531.42	
Saved by compromising or scaling down claims during the year	5	3,742.92	
Rejected and dropped	5	4,050.00	
Claims unpaid December 31, 1919	14	\$ 11,737.50	

## EXHIBIT OF MATERNITY, SURGICAL BENEFIT AND ACCIDENT CLAIMS

Total Claims	No.	Amount	
Claims unpaid December 31, 1918, as per last statement	55	\$ 2,980.00	
Claims incurred during the year	1,150	110,417.62	
Totals	1,205	\$ 113,397.62	
Claims paid during the year	1,048	86,497.31	
Claims rejected, dropped or scaled	20	20,620.32	
Claims unpaid December 31, 1919	137	\$ 11,870.00	
Iowa Claims		No.	Amount
Claims unpaid December 31, 1918, as per last statement	9	\$ 805.00	
Claims incurred during the year	167	17,308.25	
Totals	176	\$ 18,113.25	



Claims paid during the year	157	12,946.41
Claims rejected, scaled or dropped	5	2,942.24
Claims unpaid December 31, 1919	14	\$ 1,327.50

## EXHIBIT OF OLD AGE AND OTHER CLAIMS

Total Claims		
Claims unpaid December 31, 1918, as per last statement	No.	Amount
Claims incurred during the year, including commuted value only of installment certificates	.....	\$ 592,452.03
Interest addition on account of installment claims	.....	291,571.40
Totals	.....	\$ 884,023.43
Claims paid during the year	.....	152,308.05
Balance	.....	\$ 731,715.38
Claims unpaid December 31, 1919	.....	\$ 666,342.12

## DEGREE OF HONOR.

Located at Cedar Rapids, Iowa.

Incorporated January 11, 1911.	Commenced Business 1894.
Etta A. Branson, President.	Emma Burmeister, Secretary.
Balance from previous year	\$ 182,495.73

## INCOME

All other assessments or premiums	\$ 38,075.60
Dues and per capita tax	2,910.51
Other payments by members	2,929.10
Total received from members	\$ 43,915.21
Interest on mortgage loans	7,477.91
Interest on bonds and dividends on stocks	391.22
Interest from all other sources	954.88
Sale of lodge supplies	174.07
From all other sources, total	429.01
Total income	\$ 53,842.30

## DISBURSEMENTS

Death claims	\$ 23,000.00
Refund	8.50
Total benefits paid	\$ 23,008.50
Salaries of deputies and organizers	525.00
Salaries of officers and trustees	2,545.00
Salaries of office employees	615.04
Traveling and other expenses of officers, trustees and committees	1,197.20
Insurance department fees	291.13
Rent—including association's occupancy of its own buildings	480.00
Advertising, printing and stationery	227.83
Postage, express, telegraph and telephone	255.94
Lodge supplies	5.89
Official publication	655.38
Other legal expenses	55.20
All other disbursements	1,690.01
Total disbursements	\$ 21,692.13
Balance	\$ 204,655.95

## LEDGER ASSETS

Mortgage loans on real estate	\$ 157,700.00
Book value of bonds and stocks	20,500.00
Cash in association's office, deposited in banks (not on interest)	26,455.95
Total ledger assets	\$ 204,655.95

## NON-LEDGER ASSETS

Interest and rents due and accrued	\$ 4,850.10
Assessments actually collected by subordinate lodges not yet turned over to supreme lodge	3,356.95
Gross assets	\$ 212,863.00
Total admitted assets	\$ 212,863.00
Reserve on N. F. C. Business	70,761.59
Total	\$ 70,761.59

## EXHIBIT OF CERTIFICATES

Total Business of the Year in Iowa		
Benefit certificates in force December 31, 1918, as per last statement	No.	Amount
Benefit certificates written and revived during the year	343	\$ 309,500.00
Benefit certificates received by transfer during the year	1	1,000.00
Benefit certificates increased during the year	1	1,000.00
Totals	2,675	\$ 2,544,000.00
Deduct terminated or decreased during the year	187	158,000.00
Total benefit certificates in force December 31, 1919	2,488	\$ 2,386,000.00

## EXHIBIT OF DEATH CLAIMS

Iowa Claims		
Claims unpaid December 31, 1918, as per last statement, estimated liability	No.	Amount
Claims paid during the year	5	5,000.00
	25	23,000.00

## THE HOMESTEADERS.

Located at Des Moines, Iowa.

Incorporated January 25, 1906.	Commenced Business February 13, 1906.
H. J. Green, President.	A. H. Corey, Secretary.
Balance from previous year	\$ 415,087.24

## INCOME

Membership fees actually received, certificate fees	\$ 1,529.50
Assessments or premiums during first 12 months of membership of which all or an extra percentage is used for expense	103,238.16
All other assessments or premiums	353,543.60
Dues and per capita tax	2,007.49
Medical examiners' fees actually received	1,099.00
Other payments by members, expense, benefit fee	31,487.10
Total received from members	\$ 522,904.85
Deduct payments returned to applicants and members	561.02
Net amount received from members	\$ 522,343.83
Interest on mortgage loans	14,711.62
Interest on bonds and dividends on stocks	3,840.52
Interest from all other sources	604.28
Sale of lodge supplies	915.64
From all other sources, total	4,525.21
Total income	\$ 546,941.20

## DISBURSEMENTS

Death claims.....	\$ 438,169.69
Permanent disability claims.....	1,686.91
Accident claims.....	7,447.97
Old age benefits.....	200.00
Total benefits paid.....	\$ 447,504.57
Commissions and fees paid to deputies and organizers.....	76,061.21
Salaries of deputies and organizers.....	12,475.00
Salaries of managers or agents not deputies or organizers.....	3,770.00
Salaries of officers and trustees, No. 6.....	17,099.60
Salaries and other compensation of committees.....	1,490.00
Salaries of office employees, No. 24.....	22,287.52
Salaries and fees paid to supreme medical examiners.....	5,417.00
Salaries and fees paid to local medical examiners.....	4,196.00
Traveling and other expenses of officers, trustees and committees.....	4,652.72
Insurance department fees.....	702.99
Rent—including association's occupancy of its own building.....	3,000.00
Advertising, printing and stationery.....	9,099.55
Postage, express, telegraph and telephone.....	4,914.28
Lodge supplies.....	549.15
Official publication.....	7,304.93
Expense of supreme lodge meeting.....	3,419.40
Legal expense in litigating claims.....	1,437.79
Other legal expenses.....	1,858.23
Furniture and fixtures.....	1,135.58
All other disbursements.....	16,542.25
Total disbursements.....	\$ 646,024.78
Balance.....	\$ 316,002.64

## LEDGER ASSETS

Mortgage loans on real estate.....	\$ 206,150.00
*Book value of bonds and stocks.....	92,428.00
Deposited in trust companies and banks on interest.....	15,357.73
Cash in associations office, deposited in banks (not on interest).....	2,067.93
Total ledger assets.....	\$ 316,003.66
*Includes \$828.00 U. S. Certificates.	

## NON-LEDGER ASSETS

Interest and rents due and accrued.....	\$ 5,908.08
Assessments actually collected by subordinate lodges not yet turned over to supreme lodge.....	49,300.00
All other assets, viz:	
Organizers' balance.....	\$ 16,952.21
Furniture and fixtures.....	5,294.61
Stationery and supplies.....	3,514.37
Due from Homesteads.....	492.14
Total non-ledger assets.....	\$ 25,355.33
Gross assets.....	\$ 396,567.07

## DEDUCT ASSETS NOT ADMITTED

Balance due from organizers not secured by bonds.....	\$ 16,052.21
Other items, viz:	
Furniture and fixtures.....	5,294.61
Stationery and supplies.....	3,514.37
Due from Homesteads.....	492.14
Total deduct assets.....	\$ 25,355.33
Total admitted assets.....	\$ 371,211.74

## LIABILITIES

Death claims resisted, 1.....	\$ 79.20
Death claims reported but not adjusted, 29.....	31,161.60
Total death claims.....	\$ 31,180.80
Permanent disability claims reported but not yet adjusted, 1.....	\$ 428.50
Total permanent disability claims.....	\$ 428.50
Accident claims reported but not yet adjusted, 1, 5.....	75.04
Total sick and accident claims.....	\$ 75.04
Total unpaid claims.....	\$ 31,684.34
Salaries, rents, expenses, commissions, etc., due or accrued.....	6,749.97
Advance assessments.....	2,000.00
Total.....	\$ 40,434.31

## EXHIBIT OF CERTIFICATES

Total Business of the Year	No.	Amount
Benefit certificates in force December 31, 1918, as per last statement.....	28,182	\$39,576,000.00
Benefit certificates written and revived during the year.....	5,605	7,622,000.00
Benefit certificates increased during the year.....		92,000.00
Totals.....	33,787	\$47,290,000.00
Deduct terminated or decreased during the year.....	4,697	6,492,500.00
Total benefit certificates in force December 31, 1919.....	29,090	\$40,797,500.00
Business in Iowa During Year	No.	Amount
Benefit certificates in force December 31, 1918, as per last statement.....	9,896	\$12,944,500.00
Benefit certificates written and revived during the year.....	2,103	2,743,000.00
Benefit certificates received by transfer during the year.....	85	136,000.00
Benefit certificates increased during the year.....		25,500.00
Totals.....	12,084	\$15,849,000.00
Deduct terminated or decreased during the year.....	2,034	2,720,500.00
Total benefit certificates in force December 31, 1919.....	10,050	\$13,128,500.00
Received during the year from members in Iowa:		
Mortuary, \$123,981.95; expense, \$73,718.48; total, \$197,700.43.		

## EXHIBIT OF DEATH CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement.....	130	\$ 138,922.65
Claims incurred during the year including commuted value of installment certificates.....	277	311,943.19
Increase account changes in classifications.....		18,926.55
Totals.....	407	\$ 469,802.39
Claims paid during the year.....	377	438,169.69
Balance.....	30	\$ 31,632.70
Saved by compromising or scaling down claims during the year.....		451.90
Claims unpaid December 31, 1919.....	30	31,180.80
Iowa Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement, estimated liability.....	24	\$ 35,172.66
Increase in such estimated liability during the year.....	83	91,447.74
Increase account changes in classification.....		8,728.97
Totals.....	117	\$ 135,349.37

Claims paid during the year.....	106	126,262.17
Balance	11	9,687.26
Claims unpaid December 31, 1919, estimated liability..	11	9,987.26

## EXHIBIT OF PERMANENT DISABILITY CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement	1	\$ 786.40
Claims incurred during the year.....	4	2,115.41
Totals .....	5	\$ 2,901.81
Claims paid during the year.....	3	1,636.91
Balance	2	\$ 1,214.90
Rejected	1	786.40
Claims unpaid December 31, 1919.....	1	428.50
Iowa Claims	No.	Amount
Claims incurred during the year.....	2	994.75
Totals .....	2	\$ 994.75
Claims paid during the year.....	2	994.75

## EXHIBIT OF ACCIDENT CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement	8	654.21
Increase		125.99
Claims incurred during the year.....	111	6,739.59
Totals .....	119	\$ 7,529.01
Claims paid during the year.....	113	7,444.97
Rejected	5	
Claims unpaid December 31, 1919.....	1	75.04
Iowa Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement	4	294.05
Increase		125.99
Claims incurred during the year.....	27	1,608.03
Totals .....	31	\$ 2,028.07
Claims paid during the year.....	29	2,028.07
Rejected	2	

## EXHIBIT OF OLD AGE AND OTHER CLAIMS

Total Claims	No.	Amount
Claims incurred during the year, including commuted value only of installment certificates.....	1	206.99
Totals .....	1	\$ 206.99
Claims paid during the year.....	1	206.99
Iowa Claims	No.	Amount
Claims incurred during the year.....	1	206.99
Totals .....	1	206.99
Claims paid during the year.....	1	206.99

**GRAND LODGE KNIGHTS OF PYTHIAS OF N. A., S. A., Etc., GRAND LODGE (COLORED)**  
 Located at Clarinda, Iowa.

Incorporated December 14, 1902. Commenced Business May 25, 1905.  
 President, L. W. Williams. Secretary, Jas. A. Trumbo.

Balance from previous year..... \$ 1,660.45

## INCOME

All other assessments or premiums.....	\$ 2,650.90
Dues and per capita tax.....	828.00
Total received from members.....	\$ 3,508.90
Sale of lodge supplies.....	166.35
From all other sources, total.....	129.40
Total income .....	\$ 3,814.65

## DISBURSEMENTS

Death claims .....	\$ 1,250.00
Other benefits (specify purpose) Burial.....	525.00
Total benefits paid.....	\$ 1,775.00
Salaries of officers and trustees.....	525.00
Other compensation of officers and trustees.....	130.50
Traveling and other expenses of officers, trustees and committees.....	199.99
Insurance department fees.....	65.00
Advertising, printing and stationery.....	167.60
Postage, express, telegraph and telephone.....	34.13
Lodge supplies.....	38.80
All other disbursements.....	529.85
Total disbursements .....	\$ 3,465.67
Balance .....	\$ 2,017.08

## LEDGER ASSETS

Deposited in trust companies and banks on interest.....	\$ 1,724.73
Deposited in banks (not on interest).....	300.00
Total ledger assets .....	\$ 2,024.73

## LIABILITIES

Death claims due and unpaid.....	\$ 350.00
Total death claims.....	\$ 350.00
Total unpaid claims.....	\$ 350.00

## EXHIBIT OF CERTIFICATES

Total benefit certificates in force December 31, 1919 581 \$ 107,700.00

## LUTHERAN MUTUAL AID SOCIETY.

Located at 114 East Water Street, So. Waverly, Iowa.  
 Re-incorporated May, 1916. Commenced Business September 27, 1879.  
 O. Hardwig, President. G. A. Grossmann, Secretary.

Balance from previous year..... \$ 297,983.44

## INCOME

Membership fees actually received.....	\$ 1,410.50
All other assessments or premiums.....	151,647.01
Dues and per capita tax.....	8,979.15
Other payments by members, duplicate certificates .....	202.00
Total received from members.....	\$ 162,239.66
Net amount received from members.....	\$ 162,239.66

Interest on mortgage loans.....	14,447.85
Interest on bonds and dividends on stocks.....	165.80
Interest from all other sources.....	354.59
Gross rents from association's property, including association's occupancy of its own building.....	690.00
Borrowed money (gross).....	4,500.00
Transferred from reserve.....	25,500.00
<b>Total income</b> .....	<b>\$ 207,897.90</b>

## DISBURSEMENTS

Death claims .....	\$ 159,013.52
<b>Total benefits paid</b> .....	<b>\$ 159,013.52</b>
Commissions and fees paid to deputies and organizers.....	413.50
Salaries of managers or agents not deputies or organizers .....	2,702.62
Salaries of officers and trustees.....	3,435.00
Other compensation of officers and trustees.....	544.96
Salaries of office employes.....	2,089.33
Salaries and fees paid to supreme medical examiners .....	231.75
Traveling and other expenses of officers, trustees and committees.....	353.29
Insurance department fees.....	99.20
Rent, including \$300.00 for association's occupancy of its own buildings (1½ years).....	450.00
Advertising, printing and stationery.....	1,796.36
Postage, express, telegraph and telephone.....	369.60
Other legal expenses.....	755.93
Taxes, repairs and other expenses on real estate.....	540.17
All other disbursements.....	167.41
<b>Total disbursements</b> .....	<b>\$ 172,963.19</b>
<b>Balance</b> .....	<b>\$ 306,518.15</b>

## LEDGER ASSETS

Book value of real estate.....	\$ 13,500.00
Mortgage loans on real estate.....	256,688.00
Book value of bonds.....	4,000.00
Deposited in trust companies and banks on interest .....	17,330.15
<b>Total ledger assets</b> .....	<b>\$ 291,518.15</b>

## NON-LEDGER ASSETS

Interest and rents due and accrued.....	11,215.66
All other assets, viz: Arrearages.....	2,446.73
<b>Gross assets</b> .....	<b>\$ 305,280.00</b>
<b>Total admitted assets</b> .....	<b>\$ 305,280.00</b>

## LIABILITIES

Death claims adjusted not yet due (17).....	\$ 19,500.00
Death claims reported but not adjusted (11)...	12,500.00
<b>Total death claims</b> .....	<b>\$ 32,000.00</b>
<b>Total unpaid claims</b> .....	<b>\$ 32,000.00</b>
Salaries, rents, expenses, commissions, etc., due or accrued .....	414.25
Borrowed money, \$4,500.00; interest due or accrued on same, \$40.00.....	4,540.00
All other liabilities, viz: Advance assessments.....	1,333.73
<b>Total</b> .....	<b>\$ 38,287.98</b>

## EXHIBIT OF CERTIFICATES

Total Business of the Year		No.	Amount
Benefit certificates in force December 31, 1918, as per last statement .....	8,668	\$ 8,874,500.00	
Benefit certificates written and revived during the year .....	429	415,000.00	
<b>Totals</b> .....	<b>9,097</b>	<b>\$ 9,289,500.00</b>	
Deduct terminated or decreased during the year.....	261	264,000.00	
<b>Total benefit certificates in force Dec. 31, 1919</b> .....	<b>8,836</b>	<b>\$ 9,025,500.00</b>	
Business in Iowa During Year		No.	Amount
Benefit certificates in force December 31, 1918, as per last statement .....	1,094	\$ 1,149,500.00	
Benefit certificates written and revived during the year .....	154	135,000.00	
Benefit certificates received by transfer during the year .....	26	26,500.00	
<b>Totals</b> .....	<b>1,274</b>	<b>\$ 1,311,000.00</b>	
Deduct terminated or decreased during the year.....	67	66,000.00	
<b>Total benefit certificates in force Dec. 31, 1919</b> ....	<b>1,207</b>	<b>\$ 1,245,000.00</b>	
Received during the year from members in Iowa:			
Mortuary, \$17,743.26; surplus and reserve, \$3,074.49; expense, \$1,673.75; total, \$22,491.50.			

## EXHIBIT OF DEATH CLAIMS

Total Claims		No.	Amount
Claims unpaid December 31, 1918, as per last statement .....	43	\$ 48,500.00	
Claims incurred during the year including commuted value of installment certificates.....	126	142,513.52	
<b>Totals</b> .....	<b>169</b>	<b>\$ 191,013.52</b>	
Claims paid during the year.....	141	159,013.52	
<b>Balance</b> .....	<b>28</b>	<b>\$ 32,000.00</b>	
Claims unpaid December 31, 1919 .....	28	32,000.00	
Iowa Claims		No.	Amount
Claims unpaid December 31, 1918, as per last statement, estimated liability.....	4	\$ 4,000.00	
Claims (face value) incurred during the year.....	15	22,000.00	
<b>Totals</b> .....	<b>19</b>	<b>\$ 26,000.00</b>	
Claims paid during the year.....	13	18,500.00	
<b>Balance</b> .....	<b>6</b>	<b>\$ 7,500.00</b>	
Claims unpaid December 31, 1919, estimated liability..	6	7,500.00	

## MODERN BROTHERHOOD OF AMERICA.

Located at Mason City, Iowa.

Incorporated March 20, 1897.	Commenced Business April 5, 1897.
Albert Hass, President.	E. L. Balz, Secretary.
Balance from previous year.....	\$ 3,878,367.88
Less suspense account being money received in 1918 deposited in bank but not distributed to the different funds.....	17,170.39
<b>Total</b> .....	<b>\$ 3,861,197.49</b>

## INCOME

Membership fees actually received.....	\$ 21,411.06
All other assessments or premiums.....	1,187,195.11
Dues and per capita tax.....	110,161.83
Other payments by members.....	4,625.08
<b>Total received from members</b> .....	<b>\$ 1,273,393.08</b>

Deduct payments returned to applicants and members .....	3,866.75
Net amount received from members.....	\$ 1,269,526.33
Interest on mortgage loans.....	130,676.36
Interest on bonds and dividends on stocks.....	68,034.62
Interest from all other sources.....	3,522.50
Gross rents from association's property, including \$5,000.00 for association's occupancy of its own building.....	33,728.28
Sale of lodge supplies.....	1,440.72
From all other sources, total.....	3,459.89
Increase by adjustment book value of bonds.....	6,565.50
Total income .....	\$ 1,516,954.01

## DISBURSEMENTS

Death claims .....	\$ 804,345.23
Permanent disability claims.....	4,602.28
Sick and accident claims.....	7,275.00
Old age benefits.....	129,500.63
Total benefits paid.....	\$ 945,823.14
Commissions and fees paid to deputies and organizers .....	61,593.82
Salaries of officers and trustees.....	13,200.00
Other compensation of officers and trustees, board of directors.....	12,694.23
Salaries and other compensation of committees, auditing committee .....	948.47
Salaries of office employes.....	32,152.37
Traveling and other expenses of officers, trustees and committees.....	1,516.20
Insurance department fees.....	731.50
Rent and light, including \$5,000.00 for association's occupancy of its own buildings.....	5,574.14
Advertising, printing and stationery.....	5,478.79
Postage, express, telegraph and telephone.....	5,054.12
Lodge supplies .....	1,806.90
Official publication .....	12,889.62
Expense of supreme lodge meeting.....	13,587.85
Legal expense in litigating claims.....	5,833.90
Other legal expenses.....	939.06
Furniture and fixtures.....	2,001.27
Taxes, repairs and other expenses on real estate .....	19,792.79
Order on credit certificates.....	5.14
All other disbursements.....	6,924.08
Total disbursements .....	\$ 1,149,553.39
Balance .....	\$ 4,228,598.11

## LEDGER ASSETS

Book value of real estate.....	\$ 302,570.23
Mortgage loans on real estate.....	2,343,250.00
Book value of bonds and stocks.....	1,490,966.66
Deposited in trust companies and banks on interest, 2% daily balances.....	91,811.22
Total ledger assets.....	\$ 4,228,598.11

## NON-LEDGER ASSETS

Interest and rents due and accrued.....	\$ 103,454.64
Assessments actually collected by subordinate lodges not yet turned over to supreme lodge. All other assets, viz:	107,900.00
Deputy bond fund bank balance.....	\$ 138.04
Suspense account deposited but not yet distributed to regular accounts.....	17,567.55
	\$ 17,705.59
Gross assets .....	\$ 4,457,658.34

## DEDUCT ASSETS NOT ADMITTED

Book value of bonds and stocks over market value .....	\$ 9,800.00
Total admitted assets.....	\$ 4,447,858.34

## LIABILITIES

Death claims resisted.....	\$ 2,000.00
Death claims reported but not adjusted.....	95,931.09
Total death claims.....	\$ 97,931.09
Permanent disability claims reported but not yet adjusted.....	\$ 3,000.00
Total permanent disability claims.....	\$ 3,000.00
Sick and accidental claims resisted.....	200.00
Sick and accident claims reported but not yet adjusted .....	2,175.00
Total sick and accident claims.....	\$ 2,375.00
Old age benefits reported but not due or adjusted (present worth) including present value of such benefits payable in installments .....	92,376.92
Total unpaid claims.....	\$ 195,683.01
Salaries, rents, expenses, commissions, etc. due or accrued .....	6,019.45
Advance assessments .....	18,990.67
Total .....	\$ 221,693.13

## EXHIBIT OF CERTIFICATES

Total Business of the Year	No.	Amount
Benefit certificates in force December 31, 1918, as per last statement.....	50,216	\$58,184,345.25
Benefit certificates written and revived during the year 4,223		4,539,844.25
Benefit certificates increased during the year.....		188,618.81
Totals .....	54,439	\$62,912,808.31
Deduct terminated or decreased during the year.....	3,936	4,545,008.32
Total benefit certificates in force December 31, 1919.....	50,503	\$58,367,799.99
Business in Iowa During Year	No.	Amount
Benefit certificates in force December 31, 1918, as per last statement.....	10,990	\$13,649,791.40
Benefit certificates written and revived during the year 603		644,000.00
Benefit certificates received by transfer during the year 151		188,444.26
Benefit certificates increased during the year.....		51,888.49
Totals .....	11,744	\$14,534,124.15
Deduct terminated or decreased during the year.....	853	1,041,063.66
Total benefit certificates in force December 31, 1919.....	10,891	\$13,493,060.49
Received during the year from members of Iowa: Mortuary, \$287,091.00; expense, \$32,555.65; total, \$319,646.74.		

## EXHIBIT OF DEATH CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement .....	180	\$ 206,819.35
Claims incurred during the year including commuted value of installment certificates.....	617	706,796.06
Totals .....	797	\$ 913,615.41
Claims paid during the year.....	716	804,345.23
Balance .....	81	\$ 109,270.18

Saved by compromising or scaling down claims during the year.....			
Claims rejected during the year.....	2		9,329.00
Claims unpaid December 31, 1919.....	79		97,931.09
		Iowa Claims	
Claims unpaid December 31, 1918, as per last statement, estimated liability.....	38	No.	Amount
Claims (face value) incurred during the year.....	89		\$ 45,671.23
			111,009.23
Totals.....	127		156,680.46
Claims paid during the year.....	108		130,538.32
Balance.....	19		\$ 26,142.14
Saved by compromising or scaling down claims during the year.....			1,211.05
Claims unpaid December 31, 1919, estimated liability.....	19		24,931.09

## EXHIBIT OF PERMANENT DISABILITY CLAIMS

	No.	Amount	
Claims unpaid December 31, 1918, as per last statement.....	7	\$ 3,250.00	
Claims incurred during the year.....	11	6,821.58	
Totals.....	18	\$ 10,071.58	
Claims paid during the year.....	7	4,602.28	
Balance.....	11	\$ 5,469.30	
Saved by compromising or scaling down claims during the year.....		219.30	
Claims unpaid December 31, 1919.....	6	3,000.00	
		Iowa Claims	
Claims unpaid December 31, 1918, as per last statement.....	1	No.	Amount
Claims incurred during the year.....	2		\$ 500.00
			821.58
Totals.....	3		\$ 1,321.58
Claims paid during the year.....	1		321.58
Balance.....	2		\$ 1,000.00
Claims unpaid December 31, 1919.....	1		500.00

## EXHIBIT OF SICK AND ACCIDENT CLAIMS

	No.	Amount	
Claims unpaid December 31, 1918, as per last statement.....	19	\$ 2,637.50	
Claims incurred during the year.....	94	7,512.50	
Totals.....	113	\$ 10,150.00	
Claims paid during the year.....	92	7,375.00	
Claims unpaid December 31, 1919.....	18	2,375.00	
		Iowa Claims	
Claims unpaid December 31, 1918, as per last statement.....	7	No.	Amount
Claims incurred during the year.....	9		\$ 1,275.00
			875.00
Totals.....	16		\$ 2,150.00
Claims paid during the year.....	10		1,225.00
Claims unpaid December 31, 1919.....	5		575.00

## EXHIBIT OF OLD AGE AND OTHER CLAIMS

	No.	Amount
Claims unpaid December 31, 1918, as per last statement.....	108	\$ 65,467.05
Claims incurred during the year, including commuted value only of installment certificates.....	284	164,848.92
Totals.....	392	\$ 230,315.97

Claims paid during the year.....	230	129,500.63	
Balance.....	162	\$ 100,815.34	
Saved by compromising or scaling down claims during the year.....		2,041.19	
Claims unpaid December 31, 1919.....	153	92,376.92	
		Iowa Claims	
Claims unpaid December 31, 1918, as per last statement.....	70	No.	Amount
Claims incurred during the year.....	145		\$ 40,748.94
			78,399.49
Totals.....	215		\$ 119,148.43
Claims paid during the year.....	127		66,516.58
Balance.....	88		\$ 52,631.85
Saved by compromising or scaling down claims during the year.....		1,628.27	
Claims unpaid December 31, 1919.....	81		46,275.30

## ORDER OF RAILWAY CONDUCTORS OF AMERICA.

(Mutual Benefit Department)

Located at Cedar Rapids, Iowa.

L. E. Sheppard, President. C. E. Whitney, Secretary.  
Commenced Business December 15, 1868.

Balance from previous year..... \$ 2,754,515.01

## INCOME

Membership fees actually received.....	\$ 12,130.50
All other assessments or premiums.....	1,606,184.46
Other payments by members.....	20,156.35
Total received from members.....	\$ 1,638,471.31
Deduct payments returned to applicants and members.....	1,219.70
Net amount received from members.....	\$ 1,637,251.61
Interest on bonds.....	115,276.47
Interest from all other sources.....	9,633.57
From all other sources, total.....	4,633.22
Total income.....	\$ 1,766,794.87

## DISBURSEMENTS

Death claims.....	\$ 1,351,000.00
Permanent disability claims.....	81,500.00
Benevolence claims.....	85,000.00
Total benefits paid.....	\$ 1,517,500.00
Salaries of officers and trustees.....	30,250.51
Salaries and other compensation of insurance committee.....	1,700.00
Salaries of office employees.....	19,530.10
Salaries and fees paid to supreme medical examiners.....	1,000.00
Salaries and fees paid to subordinate medical examiners.....	60.00
For collection and remittance of assessments and dues, exchange and money order fees.....	86.85
Insurance department fees, Iowa.....	25.00
Rent.....	1,500.00
Printing and stationery.....	4,318.30
Postage.....	9,232.38
Legal expense in litigating claims.....	1,009.49
Other legal expenses, retainer.....	300.00
All other disbursements.....	26,365.02
Total disbursements.....	\$ 1,612,957.65
Balance.....	\$ 2,908,352.23

## LEDGER ASSETS

Book value of bonds.....	\$ 2,430,372.19
Deposited in trust companies and banks on interest .....	477,980.04
<b>Total ledger assets.....</b>	<b>\$ 2,908,352.23</b>

## NON-LEDGER ASSETS

Interest due and accrued.....	\$ 20,020.56
Gross assets.....	\$ 2,928,372.79
<b>Total admitted assets.....</b>	<b>\$ 2,928,372.79</b>

## LIABILITIES

Death claims due and unpaid, 11.....	\$ 23,000.00
Death claims adjusted not yet due, 37.....	67,500.00
Death claims reported but not adjusted, 64.....	111,500.00
<b>Total death claims, 112.....</b>	<b>\$ 202,000.00</b>
Permanent disability claims adjusted not yet due, 1.....	\$ 1,000.00
Permanent disability claims reported but not yet adjusted, 12.....	24,000.00
<b>Total permanent disability claims, 13.....</b>	<b>\$ 25,000.00</b>
<b>Total unpaid claims.....</b>	<b>\$ 227,000.00</b>
Advance assessments.....	43,152.06
<b>Total .....</b>	<b>\$ 270,152.06</b>

## EXHIBIT OF CERTIFICATES

Total Business of the Year	No.	Amount
Benefit certificates in force December 31, 1918, as per last statement.....	46,648	\$87,232,000.00
Benefit certificates written and revived during the year .....	3,537	6,062,000.00
<b>Totals .....</b>	<b>50,235</b>	<b>\$93,295,000.00</b>
Deduct terminated or decreased during the year.....	1,397	2,373,000.00
<b>Total benefit certificates in force December 31, 1919 .....</b>	<b>48,838</b>	<b>\$90,922,000.00</b>
Business in Iowa During Year	No.	Amount
Benefit certificates in force December 31, 1918, as per last statement.....	1,276	\$ 2,431,000.00
Benefit certificates written and revived during the year .....	70	123,500.00
<b>Totals .....</b>	<b>1,346</b>	<b>\$ 2,554,500.00</b>
Deduct terminated or decreased during the year.....	38	70,000.00
<b>Total benefit certificates in force December 31, 1919 .....</b>	<b>1,308</b>	<b>\$ 2,484,500.00</b>

## EXHIBIT OF DEATH CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement .....	147	\$ 281,500.00
Claims incurred during the year including commuted value of installment certificates.....	650	1,271,500.00
<b>Totals .....</b>	<b>827</b>	<b>\$ 1,553,000.00</b>
Claims paid during the year.....	715	1,351,000.00
<b>Balance .....</b>	<b>112</b>	<b>\$ 202,000.00</b>

Claims unpaid December 31, 1919.....	112	\$ 202,000.00
Claims (face value) incurred during the year.....	19	39,500.00
<b>Totals .....</b>	<b>19</b>	<b>\$ 39,500.00</b>
Claims paid during the year.....	19	39,500.00

## EXHIBIT OF PERMANENT DISABILITY CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement .....	12	\$ 23,000.00
Claims incurred during the year.....	51	98,500.00
<b>Totals .....</b>	<b>63</b>	<b>\$ 121,500.00</b>
Claims paid during the year.....	42	81,500.00
<b>Balance .....</b>	<b>21</b>	<b>\$ 40,000.00</b>
Rejected .....	8	15,000.00
Claims unpaid December 31, 1919.....	13	25,000.00

## ROMAN CATHOLIC MUTUAL PROTECTIVE SOCIETY OF IOWA.

Located at corner Fourth and Vine Streets, Fort Madison, Iowa.

Incorporated November 20, 1879. Commenced Business May 21, 1879.

B. H. Forckenbrock, President. Peter Kern, Secretary.

Balance from previous year..... \$ 433,539.40

## INCOME

Membership fees actually received.....	\$ 105.00
All other assessments or premiums.....	158,010.51
Dues and per capita tax.....	4,050.00
Medical examiners' fees actually received.....	17.50
<b>Total received from members.....</b>	<b>\$ 162,183.01</b>
<b>Net amount received from members.....</b>	<b>\$ 162,183.01</b>
Interest on mortgage loans.....	24,604.76
Interest on bonds and dividends on stocks.....	414.50
Interest from all other sources.....	678.27
Sale of lodge supplies.....	1.50
From all other sources, total.....	17.50
<b>Total income.....</b>	<b>\$ 187,899.54</b>

## DISBURSEMENTS

Death claims.....	\$ 124,358.00
Old age benefits.....	981.00
<b>Total benefits paid.....</b>	<b>\$ 125,339.00</b>
Commissions and fees paid to deputies and organizers .....	7.50
Salaries of deputies and organizers.....	1,675.00
Salaries of officers and trustees.....	3,100.00
Salaries of office employes.....	2,870.00
Salaries and fees paid to supreme medical examiners .....	19.00
Traveling and other expenses of officers, trustees and committees.....	3,012.17
Insurance department fees.....	79.50
Rent—including association's occupancy of its own buildings.....	240.00
Advertising, printing and stationery.....	1,247.25
Postage, express, telegraph and telephone.....	266.51
Lodge supplies.....	45.00

Other legal expenses.....	300.00
Furniture and fixtures.....	5.20
All other disbursements.....	1,192.36
<b>Total disbursements .....</b>	<b>\$ 139,395.49</b>
<b>Balance .....</b>	<b>\$ 482,040.45</b>

## LEDGER ASSETS

Mortgage loans on real estate.....	\$ 455,750.00
Book value of bonds and stocks.....	10,000.00
Cash in association's office, deposited in banks (not on interest).....	10,399.05
Other ledger assets, viz:	
Reserve fund assessments or assessments paid from reserve fund loaned to old members at interest .....	5,891.40
<b>Total ledger assets.....</b>	<b>\$ 482,040.45</b>

## NON-LEDGER ASSETS

Interest and rents due and accrued.....	14,320.72
Office furniture.....	1,000.00
<b>Gross assets.....</b>	<b>\$ 497,361.18</b>

## DEDUCT ASSETS NOT ADMITTED

Reserve fund assessments.....	\$ 5,891.40
Office furniture.....	1,000.00
<b>Total admitted assets.....</b>	<b>\$ 490,469.78</b>

## LIABILITIES

Death claims reported but not adjusted, 8.....	\$ 9,261.00
<b>Total death claims.....</b>	<b>\$ 9,261.00</b>
<b>Total .....</b>	<b>\$ 9,261.00</b>

## EXHIBIT OF CERTIFICATES

Total Business of the Year		No.	Amount
Benefit certificates in force December 31, 1918, as per last statement.....	5,184		\$ 6,788,500.00
Benefit certificates written and revived during the year .....	35		27,500.00
<b>Totals .....</b>	<b>5,219</b>		<b>\$ 6,816,000.00</b>
Deduct terminated or decreased during the year.....	1,412		2,457,231.00
<b>Total benefit certificates in force December 31, 1919 .....</b>	<b>3,807</b>		<b>\$ 4,358,769.00</b>

Business in Iowa During Year		No.	Amount
Benefit certificates in force December 31, 1918, as per last statement.....	4,546		\$ 6,071,000.00
Benefit certificates written and revived during the year .....	35		27,500.00
Benefit certificates received by transfer during the year .....	2		4,500.00
<b>Totals .....</b>	<b>4,584</b>		<b>\$ 6,103,000.00</b>
Deduct terminated or decreased during the year.....	1,257		2,347,925.00
<b>Total benefit certificates in force December 31, 1919 .....</b>	<b>3,307</b>		<b>\$ 4,358,769.00</b>

Received during the year from members in Iowa:  
Mortuary, \$135,586.33; expense, \$7,136.11; total, \$142,722.44.

## EXHIBIT OF DEATH CLAIMS

Claims unpaid December 31 1918, as per last state- ment .....	22	\$ 38,000.00
Claims incurred during the year including commuted value of installment certificates.....	68	95,619.00
<b>Totals .....</b>	<b>90</b>	<b>\$ 132,619.00</b>

Claims paid during the year.....	82	124,358.00
<b>Balance .....</b>	<b>8</b>	<b>\$ 9,261.00</b>
Claims unpaid December 31, 1919.....	8	\$ 9,261.00

Iowa Claims		No.	Amount
Claims unpaid December 31, 1918, as per last state- ment, estimated liability.....	21	\$ 36,000.00	
Claims (face value) incurred during the year.....	65	98,224.00	
<b>Totals .....</b>	<b>86</b>	<b>\$ 129,224.00</b>	
Claims paid during the year.....	79	120,963.00	
<b>Balance .....</b>	<b>7</b>	<b>\$ 8,261.00</b>	
Claims unpaid December 31, 1919, estimated liability..	7	\$ 8,261.00	

## ZAPADNI CESKA KATOLICKA JEDNOTA—THE WESTERN BOHEMIAN CATHOLIC UNION.

Located at Spillville, Iowa.

Incorporated February 2, 1899. Commenced Business January 1, 1899,  
L. J. Kudrna, President. J. J. Kovarik, Secretary.

Balance from previous year..... \$ 103,757.36

## INCOME

Membership fees actually received.....	\$ 26.90
All other assessments or premiums.....	51,824.59
Medical examiners' fees actually received.....	10.25
Other payments by members, war fund.....	3,275.70
<b>Total received from members.....</b>	<b>\$ 55,147.54</b>
<b>Net amount received from members.....</b>	<b>\$ 55,147.54</b>
Interest on mortgage loans.....	3,977.67
Interest on bonds and dividends on stocks.....	491.13
Interest from all other sources.....	564.62
Sale of lodge supplies.....	156.37
<b>Total income.....</b>	<b>\$ 60,247.33</b>

## DISBURSEMENTS

Death claims .....	\$ 55,766.66
<b>Total benefits paid.....</b>	<b>\$ 55,766.66</b>
Salaries of managers or agents not deputies or organizers .....	5.00
Salaries of officers and trustees.....	1,725.00
Salaries and fees paid to supreme medical examiners .....	6.00
Insurance department fees.....	75.00
Advertising, printing and stationery.....	110.25
Postage, express, telegraph and telephone.....	107.11
Lodge supplies.....	157.50
All other disbursements.....	228.67
<b>Total disbursements.....</b>	<b>\$ 58,181.19</b>
<b>Balance .....</b>	<b>\$ 106,823.60</b>



## LEDGER ASSETS

Mortgage loans on real estate.....	\$ 85,000.00
Book value of bonds and stocks.....	9,500.00
Deposited in trust companies and banks on interest.....	8,323.50
Total ledger assets.....	\$ 102,823.50

## NON-LEDGER ASSETS

Interest and rents due and accrued.....	2,579.27
All other assets.....	422.40
Gross assets.....	\$ 108,825.17

## DEDUCT ASSETS NOT ADMITTED

Lodge supplies.....	422.40
Total admitted assets.....	\$ 108,402.77

## LIABILITIES

Death claims due and unpaid, 5.....	\$ 1,624.43
Death claims adjusted not yet due, 4.....	1,900.00
Death claims reported but not adjusted, 4.....	3,500.00
Total death claims.....	\$ 7,024.43
Salaries.....	35.00
Total.....	\$ 7,059.43

## EXHIBIT OF CERTIFICATES

Total Business of the year	No. Males	No. Females	Amount
Benefit certificates in force December 31, 1918 as per last statement.....	2,518	1,159	\$ 2,770,450.00
Benefit certificates written and revived during the year.....	39	6	35,300.00
Benefit certificates increased during the year.....			500.00
Totals.....	2,557	1,165	\$ 2,806,250.00
Deduct terminated or deceased during the year.....	112	41	113,650.00
Total benefit certificates in force December 31, 1919.....	2,445	1,125	\$ 2,692,600.00
Business in Iowa During Year			
Benefit certificates in force December 31, 1918, as per last statement.....	399	12	\$ 419,100.00
Benefit certificates written and revived during the year.....	2		2,000.00
Benefit certificates increased during the year.....			500.00
Totals.....	401	155	\$ 421,600.00
Deduct terminated or deceased during the year.....	25	4	22,450.00
Total benefit certificates in force December 31, 1919.....	376	111	\$ 399,150.00

## EXHIBITS OF DEATH CLAIMS

Total Claims.	No.	No.	Amount
Claims unpaid December 31, 1918, as per last statement.....	18	8	\$ 15,624.43
Claims incurred during the year including commuted value of installment certificates.....	44	22	47,500.00
Totals.....	62	30	\$ 63,124.43
Claims paid during the year.....	51	26	35,766.66
Saved by compromising or scaling down claims during the year.....			332.34
Claims unpaid December 31, 1919.....	11	4	7,024.43
Iowa Claims	No.	No.	Amount
Claims unpaid December 31, 1918, as per last statement, estimated liability.....	3	3	\$ 3,000.00
Claims (face value) incurred during the year.....	8	2	7,000.00
Totals.....	11	2	\$ 10,000.00
Claims paid during the year.....	11	2	\$ 10,000.00

## WESTERN BOHEMIAN FRATERNAL ASSOCIATION

Located at Cedar Rapids, Iowa.

Frank M. Barta, President.	L. J. Kaspar, Secretary.
Incorporated 1897.	Commenced Business 1897.
Balance from previous year.....	\$ 801,421.35

## INCOME

Membership fees actually received.....	\$ 259,143.45
Dues and per capita tax.....	19,621.15
Other payments by members.....	707.76
Total received from members.....	\$ 279,472.36
Deduct payments returned to applicants and members.....	21.50
Net amount received from members.....	\$ 279,450.86
Interest on mortgage loans.....	7,606.74
Interest on bonds and dividends on stocks.....	25,702.59
Interest from all other sources.....	1,930.82
Sale of lodge supplies.....	59.92
From all other sources, total.....	1,080.70
Total income.....	\$ 316,826.69

## DISBURSEMENTS

Death claims.....	\$ 301,742.00
Total disbursements paid.....	\$ 201,742.00
Commissions and fees paid to deputies and organizers.....	1,097.00
Salaries of deputies and organizers.....	1,556.56
Salaries of officers and trustees.....	4,900.50
Traveling and other expenses of officers, trustees and committees.....	16.70
Insurance department fees.....	155.00
Rent, including association's occupancy of its own buildings.....	442.65
Advertising, printing and stationery.....	462.73
Postage, express, telegraph and telephone.....	335.83
Official publication.....	4,704.83
Legal expense in litigating claims.....	341.58
Other legal expenses.....	42.55
Furniture and fixtures.....	95.75
All other disbursements.....	4,894.74
Total disbursements.....	\$ 221,626.57
Balance.....	\$ 895,657.47

## REPORT IOWA INSURANCE DEPARTMENT

## LEDGER ASSETS

Book value of real estate.....	\$ 1,181.28
Mortgage loans on real estate.....	122,490.00
Book value of bonds and stocks.....	697,433.40
Deposited in trust companies and banks on interest.....	74,642.79
<b>Total ledger assets.....</b>	<b>\$ 896,657.47</b>

## NON-LEDGER ASSETS

Interest due and accrued on mortgages.....	\$ 3,453.81
Interest due and accrued on bonds.....	13,340.65
Relief fund to aid old members.....	\$ 8,723.51
Juvenile department.....	176.85
	5,960.66
<b>Gross assets.....</b>	<b>\$ 921,261.99</b>

## DEDUCT ASSETS NOT ADMITTED

Book value of bonds and stocks over market value.....	\$ 22,617.46
<b>Total admitted assets.....</b>	<b>\$ 899,224.53</b>

## LIABILITIES

Death claims due and unpaid.....	\$ 6,058.00
<b>Total death claims.....</b>	<b>\$ 6,058.00</b>
<b>Total unpaid claims.....</b>	<b>\$ 6,058.00</b>
<b>Total.....</b>	<b>\$ 6,058.00</b>

## EXHIBIT OF CERTIFICATES

Total Business of the Year	No.	Amount
Benefit certificates in force December 31, 1918, as per last statement.....	19,866	\$17,471,250.00
Benefit certificates written and revived during the year.....	631	462,730.00
Benefit certificates increased during the year.....		19,000.00
<b>Totals.....</b>	<b>20,497</b>	<b>\$17,954,000.00</b>
Deduct terminated or decreased during the year.....	626	491,000.00
<b>Total benefit certificates in force December 31, 1919 Business in Iowa During Year</b>	<b>19,871</b>	<b>\$17,462,000.00</b>
Benefit certificates in force December 31, 1918, as per last statement.....	No.	Amount
Benefit certificates written and revived during the year.....	2,637	\$ 2,400,000.00
Benefit certificates received by transfer during the year.....	2	3,000.00
<b>Totals.....</b>	<b>2,760</b>	<b>\$ 2,443,500.00</b>
Deduct terminated or decreased during the year.....	108	103,250.00
<b>Total benefit certificates in force December 31, 1919 Received during the year from members in Iowa:</b>	<b>2,652</b>	<b>\$ 2,346,250.00</b>
Mortuary, \$25,716.97; reserve, \$8,370.27; expense, \$2,753.34; total, \$36,840.58		

## EXHIBIT OF DEATH CLAIMS

Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement	30	\$ 31,300.00
Claims incurred during the year including commuted value of installment certificates.....	206	176,500.00
<b>Totals.....</b>	<b>236</b>	<b>\$ 207,800.00</b>
Claims paid during the year.....	229	201,742.00
Claims unpaid December 31, 1919.....	7	6,058.00
Total Claims	No.	Amount
Claims unpaid December 31, 1918, as per last statement, estimated liability.....	4	\$ 4,000.00
Claims (face value) incurred during the year.....	26	22,320.00
<b>Totals.....</b>	<b>30</b>	<b>\$ 27,320.00</b>
Claims paid during the year.....	20	\$ 27,320.00

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## STATE OF IOWA

1920

REPORT OF THE

**Workmen's Compensation Service**

For the Biennial Period Ending June 30, 1920

AND

REPORT OF DECISIONS

By the Department and State Courts

A. B. FUNK

Industrial Commissioner

Published by  
THE STATE OF IOWA  
Des Moines

LETTER OF TRANSMITTAL

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STATE OF IOWA

WORKMEN'S COMPENSATION SERVICE

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Des Moines, September 30, 1920.

*Hon. W. L. Harding, Governor of Iowa.*

Sir:—In compliance with Section 2477-m 24, supplement to the Code, 1913, I have the honor to transmit to you the fourth biennial report of his department with my recommendations for changes in the law as required by said section.

A. B. FUNK,  
Iowa Industrial Commissioner.

## WORKMEN'S COMPENSATION SERVICE

### ADMINISTRATION

A. B. Funk	Industrial Commissioner
Ralph Young	Deputy Commissioner
Ray M. Spangler	Secretary
Helen A. Reed	Chief Clerk
Julia C. Nordskog	Settlement Clerk
Hannah Nordskog	Stenographer
Eleanor Melcher	Stenographer and Report Clerk
Margaret Grinstead	Record Clerk

## SUMMARY SURVEY

### COMPENSATION JUSTIFIED

It is now nine years since Workmen's Compensation was installed in the United States. Only five states, Arkansas, Mississippi, North and South Carolina and Florida now decline to exercise its provisions. In no state has there been serious proposal to abandon the system. Employers and workmen witnessed its introduction with grave apprehension. In early experience there was manifest in all states much of dissatisfaction, but, in the passing of a few years, acquiescence and approval have steadily grown. Everywhere important amendments to the law have been enacted. These have been largely in the interest of the workmen and their dependents, but employment has made little protest to the more favorable provision for the unfortunate victims of industrial accident.

### GROWING IN FAVOR

Iowa has had six years of experience under the full operation of this important service. The marked increase of compensation benefits and consequent increasing cost has not served to prevent a growing tendency on the part of employers to come within its jurisdiction. They seem to feel more comfortable in making provision for the relief and comfort of their injured workmen under this system than in continuing the fight and friction developed by experience under employers' liability. They recognize the importance of applying directly to the misfortunes of personal injury funds hitherto wasted in controversy and the value of protection from the menace of ruinous judgments.

Labor is disposed to appreciate the advantages of compensation, recognizing the tendency steadily to increase the same. They are less and less disturbed by the rarely exceptional large judgment in favor of some injured employe. They do not fail to realize the minimizing of wasteful litigation and the law's delay and the incomparably wider distribution of relief through the new system. This department occasionally has complaint from a man who feels he is being misused in the modest allowance of the law, but scrutiny is very apt to disclose that such sum as it gives him is just so

much more than he would have received under employers' liability because of the more rigid provisions necessary to the establishment of a damage claim. One such visitor to the department said when he found he could secure only six hundred dollars for the loss of a thumb "Compensation is a fraud upon the workman." He seemed to change his attitude when definitely shown that since his case involved no element of negligence on the part of the employer, the six hundred dollars afforded by compensation was all to the good. This situation frequently arises in industrial accident cases.

#### REDUCING COURT BURDENS

Compensation has made it possible to reduce very much the burden of litigation to the public. In all courts held in the fields of industry there has been substantial relief. A member of a leading Des Moines law firm said to the Commissioner: "Your department has shot the district court docket full of holes." A District Judge of Polk county states:

"The Municipal Court was installed to relieve congestion in our jurisdiction. The Compensation Service has afforded a far greater measure of relief."

When we consider that a department of state expending annually much less than its appropriation of twenty thousand dollars, has in a single county, relieved the pressure in the court room much more than a system costing many times as much in annual support, the saving to the entire state may be in some measure understood.

#### PROCESS SIMPLE AND EFFICIENT

The simple efficiency of the compensation system is more and more subject to demonstration. Before its introduction the workman took from an employer or an insurer what they may have been disposed to offer or he appealed to the courts for relief. There was no intermediary to interpret the law, to promote the amicable adjustment of claims, to scrutinize settlement or to expedite proceeding along this line. Formality of procedure promoted delay and court expenses. Technicality of jurisprudence made litigation subject to shrewdness of counsel as well as to the development of facts and the application of the law. The workman was disposed to feel the employer would in the settlement for personal injury skin him if he could, so he abandoned ladylike methods in going after damage. The employer was wont to be

of the opinion on that the workman was out to do him so he ignored the elements of justice and permitted the milk of human kindness to curdle in his breast. This spirit was in evidence in the earlier days of compensation. The employer came to understand, however, that the workman could not if he would rob him through excessive judgment and heavy litigation charges, and that there was someone to see that he did not short change the injured employee. Morality of dealing rapidly developed. More and more are both parties disposed to be frank and fair and consistent to minimize waste and to promote amiable relationship. Herein is the chief benefit of our service.

Compensation is designed as a get together arrangement between employer and workman. While administration is not given large arbitrary authority, it is vested with functions informational—and advisory and to a degree paternal in connection with the adjustment of cases growing out of industrial accident. It makes it the business of employers to report all but the most trivial injuries. It exists with a purpose to promote justice between man and man through simple process. It justifies employment in its legal rights and logical demands. It stands uncompromisingly for a square deal for a workman or his dependents where their rights are well defined and where compromise is expedient to avoid waste and waiting. It insists upon resolving doubt in their favor and securing for them the best possible settlement where good faith is clearly in evidence. There is no jockeying with the elusive element of negligence, for negligence is not in the vocabulary of compensation. It does not permit juggling with the technical provisions of assumed risk, so fruitful of controversy under employers' liability.

The law provides a way to coerce employers who would do injustice to a workman or his dependents. It elects an especial tribunal for the consideration of controversy and establishment of legal rights of employer and employee. But this tribunal is a mere incident in compensation administration. In less than one per cent. of personal injury cases are its functions invoked. The way of settlement is becoming a well beaten trail. Almost automatically agreement is reached in a vast majority of cases, always being subject to the scrutiny and approval of this department.

Many difficult problems of adjustment are settled in the most

amicable spirit by parties who submit facts to the department and are advised out of the fullness of experience and familiarity with compensation practice and jurisprudence. It is held to be the most important function of this service to get the parties together and to secure the best settlement justified by the situation to the claimant, with due regard to the statutory and moral rights of the employer. In the development of this system, designed to minimize waste and promote speedy relief, it is a grievous miscarriage of excellent intent to accept litigation as a way out of controversy where it may possibly be avoided through the exercise of amicable measures. Of course, arbitration and the courts must sometimes be invoked. Some involved situations can be practically developed only through methods more or less formal. Employers and insurers are sometimes forced to go to the limit of the law in resisting fraudulent design or mischievous purpose. Workmen, upon occasion, must fight to establish their rights. Experience proves, however, that comparatively few trials are necessary and that they may more and more be classed as few and far between with the more complete development of this accommodating service.

#### THE LAW FOOLPROOF

By no trick of the unscrupulous can the workman or dependent be barred, and by no inadvertence or ignorance can he surrender this right. Only by deliberate act of his own with full information, in the process of commutation, will the statute of limitations run against him if his employer shall have had notice or knowledge, formal or otherwise, of injury arising out of and in course of employment.

#### SAFETY SERVICE

The obligations imposed by law on this department relate only to the adjustment of claims arising under the Workmen's Compensation statute in cases of personal injury out of industrial employment. Experience in this service, however, tends to develop human interest and concern over all kindred problems. In no other quarter is it better understood how much the situation of unfortunate workmen is improved by this law. It is fine for the state to install this system and more and more liberalize it in their interest. But this service seems to emphasize the duty of the state to the end that lives be not unnecessarily sacrificed and efficiency cruelly impaired in industrial service. Legislators are

not sufficiently impressed by the manifest importance of minimizing these perils through more rigid inspection and more ample requirement in the matter of safety provisions in shop and factory and wherever machinery supplements the handiwork of man. Year after year the Commissioner of Labor Statistics submits appeals for larger appropriation that he may better cover this field of humanitarian service. The law places the entire responsibility on him, but he is handicapped by lack of means to do thorough work—to do all that may be done to save life and to prevent impairment. It is a fearful thing to permit unnecessary human sacrifice in order to save relatively insignificant sums to the state.

#### REHABILITATION

Other states are moving in the matter of rehabilitation of maimed workmen and Iowa may well be giving consideration to this appealing need. Results of such service are simply amazing. Many men formerly permitted to exist as mere human junk in misery and perhaps in want are being returned to a large measure of usefulness. At the recent meeting at San Francisco of the International Association of Industrial Accident Boards and Commissions a man who had lost both hands demonstrated his ability to write legibly and readily. He drives an automobile and does many useful things, proving the importance of developing faculty with limited functional equipment. The blind are not now confined to broom and basket making because it is found they may be trained to many lines of service. Iowa should join in the movement for rehabilitation of men, women and children crippled in industrial occupation.

#### GRIEVOUS EFFECTS OF LIMITED COVERAGE

Impending fear of constitutional inhibition as to compulsory provisions serves to deprive many Iowa workmen of protection afforded under the compensation statute. Much injustice is due to this situation. It is unfair to competition in the industrial field. Employers who afford coverage should not be made to suffer from discrimination in favor of others who shirk the expense of providing insurance. But the most serious phase of the matter is the abandonment of unfortunate workmen to the ills of industrial misfortune. When compensation was installed it was assumed that the rigors of the Employers' Liability law, with the employer shorn of important defenses, would develop a menace employers dare not

ignore. Experience proves the fallacy of this assumption. Irresponsible employers, and there are many such, have no fear of a damage suit. It is usually so easy to rebut the presumption of negligence on the part of the employer that this department has no knowledge of a case that should be, but is not covered by compensation, where successful suit was brought by a workman in case of personal injury. The situation is so grievous as to deserve a remedy through constitutional amendment if no easier way be discovered.

#### IMPORTANCE OF CARE IN COMMUTATION

It seems difficult to establish understanding as to the department view of lump sum settlement. It is not an uncommon impulse on the part of those having money due them to desire to see it all in one pile, and particularly if their money supply has hitherto been limited. Then, to men and women who have handled only small sums, money in thousands coming their way may seem like a supply almost inexhaustible. In compensation jurisdiction everywhere experience proves that loose methods in commutation promote grievous consequences. They tend to extravagance and waste. They afford easy prey to the conscienceless promoter. They may breed idleness and impose additional burdens on society which must provide for those who cannot provide for themselves; wherefore, the need of the exercise of more and more care in law and in administration to avoid these evils.

Department approval will not be given to the release of considerable sums in commutation, except in cases where it may be shown that the money will surely be applied by skill and experience to impaired physical forces and increase of income; to pay incumbrance on a home upon which a substantial equity exists; to buy a home where it may be shown to be a wise move, or perhaps to pay legitimate debts. In some of these cases only partial commutation may be justified. Compensation is intended to take the place of earnings lost and it is designed to be supplied as wages are received in weekly payment. No duty of the commissioner is discharged with greater care and closer scrutiny than that which is involved in passing upon petitions for lump sum settlement. Sometimes this provision affords substantial relief, but it should be remembered that as a general rule weekly payment is the intent of the law and usually for the best interest of the workman or his dependents.

#### MEDICAL SERVICE—WHO SHALL SELECT

There is occasional controversy over medical selection. The law providing that the employer "shall furnish reasonable medical, surgical and hospital services" is interpreted by the Commissioner and the Legal Department to mean that selection lies with the employer if reasonable service is tendered. This should work no prejudice to the workman since it is the chief interest of the employer or insurer to help him back to his job which serves to benefit all concerned. For this reason it is the intention to supply the most skillful service and to provide against professional neglect. While this holding of the department is believed to be the correct application of the law and with all for the best as a general rule, employers are advised against its unreasonable application. It should always be liberally exercised and sometimes modified to meet emergencies.

#### MEDICAL SERVICE—VALUE OF LATE AMENDMENT

The Thirty-eighth General Assembly so amended the medical, surgical and hospital section as to provide for the payment of the additional one hundred dollars in extraordinary cases. The department viewed with some measure of apprehension the exercise of discretion with which it was charged. It was decided to afford access to the entire additional sum when application was made for additional service, with the distinct understanding that all bills should be subject to review of the Commissioner as to the need of service charged for, and to the amount of the charge where controversy arises. Results have been satisfying in large measure. Workmen have received better professional care, in some cases restoring them to earlier usefulness, besides being relieved of embarrassment involved in the requirement to pay much of the expense occasioned by the injury. Especial relief is experienced in the flexible character of the new provision, which makes it possible to afford aid outside the statutory period of four weeks which is frequently necessary in serious cases or in cases of slow development. It should be remembered by all concerned that the additional one hundred dollars applies only in cases where application is made before service to be covered is rendered.



### SERVICE SUGGESTIONS

While this department is always cheerfully at the service of workman or employer who desires to exercise the legal functions of arbitration and review, it is better for all concerned to move carefully in the matter of litigation. In recent years the Compensation Law has been so thoroughly interpreted in the matter of the more common causes of controversy as to leave little ground for speculation relative to ultimate decision in the courts.

It has been decided over and over again in courts of last resort in this and other states that pre-existing cause will not defeat a compensation claim where it may be shown that accidental injury arising out of employment causes disability or death at a time when it would not have occurred but for the injury in question. It is vain to plead heart trouble, or gonorrhoeal infection, or tuberculosis, or congenital defects as contributing factors if such showing is made.

A claim for hernia is not successfully resisted merely by the showing that the workman had tendency to hernial development. If he was able to perform ablebodied service and is incapacitated because of some strain or fall or any sufficient incident of employment until he finds relief in operation the employer is obligated to compensation payment. On the other hand, it must be shown that something actually happened as arising out of the employment to put the workman out of commission with little or no delay. The case cannot depend upon conjecture or vague proof. The burden is on the workman to show that the proximate cause of his disability is found in specific injury, no matter what previous disability or tendency may be disclosed so it did not incapacitate him for service prior to the accident.

It is very difficult successfully to plead lack of notice of injury if within ninety days the employer or someone duly representative had knowledge, through notice or otherwise, of the injury and where prejudice may not be shown in case of unusual delay.

Under the Iowa statute and decision of our Supreme Court, no farm occupation—that is to say, no activity involved in the development of agricultural resources or the preparation of farm products for market has compensation coverage.

Injury from excessive cold or heat cannot be established as compensable unless the workman is at the time from the peculiar nature of his employment subject to conditions not common to the workmen of the community.

A child is not the legal dependent of a deceased father if prior to his death the mother has become the wife of another.

Intoxication may be a bar to compensation payment but it must be shown, not only that the workman was drunk, but the burden is on the employer to show that intoxication was the actual cause of the injury.

Lightning or cyclone may produce death under compensable circumstances only in case the workman at the time of the accident was exposed to additional hazard because of some incident of his employment.

The law imperatively demands that when injury to a workman results in more than one day of incapacity the employer shall within forty-eight hours report the same to the industrial Commissioner. A fine of fifty dollars may be imposed for failure to make such report. It is so important to good service that this provision be complied with, that delinquent employers must be ware of neglect.

Employers or insurers should as soon as practicable following compensable injury begin weekly payments, and without unnecessary delay file with the department a settlement agreement. It is not necessary for this memorandum to state the period of disability or full amount to become due when same may not be understood—merely acknowledgment on the part of employer and employe as to assumed obligation and amount of weekly payment.

Under the law the lapse of time would seem to afford no bar to the filing or reopening of compensation cases if commutation has not occurred. It is well to remember, however, that rights are more easy of establishment if reasonably prompt action is taken.

## RECOMMENDATIONS

### A REDUCED WAITING PERIOD

In line with most states, Iowa established a waiting period of two weeks. Four years ago the General Assembly, without changing the duration, provided that at the end of the fifth, sixth and seventh weeks one-third of the missing two weeks of compensation should be restored to the injured workman where disability is so far extended. Probably in the majority of the compensation states the waiting period has been reduced to one week. In several of these states qualification similar to that just noted is exercised. It is believed Iowa should reduce the waiting period to one week, with provision to absorb the missing payment in cases where disability extends beyond the fourth week.

### LAST SICKNESS AND BURIAL

Subsection (b) of Section 2477-m9, supplement to the code of 1913, provides that the employer "shall furnish reasonable surgical, medical and hospital services and supplies" in a sum not exceeding one hundred dollars (except in extraordinary cases where application for additional relief is made). In subdivision (c) of the same section it is provided that the employer shall pay the reasonable expense of the employe's last sickness and burial not to exceed one hundred dollars."

Apparent conflict in these provisions is the source of much embarrassment. The law should make it plain that the allowance for burial shall not include any service prior to death. This allowance should be increased to one hundred fifty dollars. Always small enough, one hundred dollars is conspicuously inadequate as the cost has doubled since this provision was made. Amendment to such purposes is earnestly recommended.

### COMPENSATION FOR TIME LOST WITH PERMANENT DISABILITY

I repeat the recommendation that the statute be so amended as to afford compensation for temporary disability to run concurrent with permanent disability, especially in cases where there is unusual loss of time in recovery. The unfortunate workman is entitled to every dollar provided for privation occasioned by the loss of, or loss of use of important members of the body as long

as he shall live. It occurs, occasionally, that much, perhaps all payments on account of permanent disability is absorbed in wages lost in the healing period. This is so manifestly unjust and unfair as to call for relief on the part of the state. These cases are not so frequent as to much increase compensation burdens while present conditions imposing heavy hardship on workmen and their families in individual cases.

### OCCUPATIONAL DISEASE SHOULD BE COVERED

The Iowa Compensation statute provides that "the words 'injury' and 'personal injury' \* \* \* shall not include a disease except as it shall result from the injury." Under this statement there would seem to be no escape from the conclusion that all so-called occupational diseases are barred from compensation relief. Department holdings goes to the limit in interpreting this provision. We insist that where disability arises from noxious gases, or from contact with poisonous elements, and where such exposure or contact may be focalized into definite, brief periods, legal obligation is created. It seems necessary to hold, however, that disability due to lead poisoning or exposure of any kind when development is gradual and indefinite as to time, coverage is not afforded. It seems also necessary to exclude from benefits disability developed through strain of employment—disability not chargeable to any specific incident or occasion. This attitude of the state is simply indefensible. The loss of earning power is a deadly blow to the workman and his family. If such loss is due to the kind of work he is doing, or the way he is required to do it, or to accident likely or unlikely to occur, it should call for definite, specific restitution. To say that disability from one cause shall be compensable, while disability from another cause shall not—though in each case it is directly due to employment, is to juggle with justice and to deny a plain obligation.

### DEPENDENCY ACTUAL OR BY CONCLUSIVE PRESUMPTION

Dependency due to the death of a workman is a matter of imminent concern involving perplexing problems. In the various states the laws widely differ as to coverage and in detail of application, and particularly as to the element of conclusive presumption, that is to say, where dependency is absolutely presumed to exist with or without any loss of support. In Iowa this rule applies to the spouse, to all children under sixteen and to the parents

of a minor. From this list I would exclude the husband and the parents basing their claim to compensation wholly upon actual contribution of the deceased to their support.

Levy of tribute upon industry in cases where no financial loss is sustained is contrary to the spirit and purpose of compensation. It is a relic of the damage system which is assumed to be wholly banished from compensation, inconsistent with public policy. It is a burden upon consumption, inconsistent with public policy and private rights. In case of dependency as from a minor, parents may be grievously prejudiced in the denial of just contribution. There would seem to be sound basis for assuming our law will permit the application of the rule of conclusive presumption to the date when a deceased son would have reached the age of twenty-one years. The Commissioner holds that for the remainder of the three hundred weeks contribution shall be on the basis of actual contribution, but this holding may be overruled in the courts, working great injustice and positive hardship. There should be no doubt as to three hundred weeks of payment in all cases of actual loss of support, no more and no less, except in case of a wife or of young children who should not be required to prove such loss because of the natural presumption.

#### SAVING WITHOUT SACRIFICE

Commutation of compensation claims now occurs with the sanction of a judge of the district court upon approval of the Industrial Commissioner. It is held to be the duty of this department carefully to investigate all cases upon application for a lump sum settlement and except in very rare instances approval here is accepted without question by the district judge. It is apt to cost the workman or his dependents from fifteen to twenty-five dollars as a reasonable charge for legal services required for court appearance. Sometimes the claimant is at a point remote from "a judge in the county in which the accident occurred." In order to save the expenditure of funds always inadequate and sorely needed, the recommendation is made that the approval of the Industrial Commissioner shall complete the commutation process, except that appeal may be taken to the district court by employer or insurer if desired.

#### STATUTORY SURPLUSAGE

The statute contains elaborate provisions for the rejection of compensation requirements on the part of the employer. In view

of the fact that legislation subsequent to the enactment of this statute rests compensation jurisdiction entirely upon insurance provision, the rejection feature of the law as to employers might well be repealed. It is more than mere surplusage in that it is misleading or confusing and suggestive of needless effort and expense.

#### PERSONAL

The efficiency of this department has been substantially promoted by the contributions of the Deputy Industrial Commissioner. Mr. Young entered the service in a minor capacity in 1915. Soon promoted to the secretaryship, through merit of usefulness he became the logical man for appointment as Deputy Commissioner when this office was created by the General Assembly in 1917. Endowed with ample administrative authority, he has in the work of arbitration and otherwise ably met the important obligations of the position, and valuably contributed to the development and support of department service. Mr. Young's ample equipment for and devotion to the work are well understood by employers, insurers and workmen who have had dealings with the department.

#### AMENDMENT RECOMMENDED

- I. Increasing burial benefit to one hundred fifty dollars exclusive of any other service.
- II. Providing for temporary disability compensation concurrent with schedule injury.
- III. Authorizing Commissioner to complete commutation with consent of employer and insurer.
- IV. Providing compensation for occupational disease.
- V. Eliminating rejection proceedings on the part of the employer.
- VI. Reduction of waiting period to one week.
- VII. Limiting dependency on the basis of conclusive presumption to widow and children under sixteen years of age.

## REPORT OF INDUSTRIAL COMMISSIONER

ADMINISTRATIVE EXPENDITURES  
July 1, 1918—June 30, 1920

	First Year	Second Year
Salaries	\$13,761.96	\$14,673.85
Traveling expense	428.95	478.85
Medical expense	187.60	271.29
Postage	686.60	662.70
Printing and Binding	159.73	160.11
Office supplies	159.75	38.85
Office furniture	38.85	31.75
Library	12.24	11.67
Telephone, telephone and express	12.80	128.25
Miscellaneous		
Total	\$15,707.58	\$16,588.08

## ADMINISTRATIVE ESTIMATES

July 1, 1920—June 30, 1922

	First Year	Second Year
Salaries	\$15,000.00	\$15,000.00
Traveling expense	600.00	600.00
Medical expense	300.00	300.00
Postage	1,000.00	1,000.00
Printing and binding	700.00	600.00
Office supplies	300.00	300.00
Office furniture	200.00	200.00
Library	100.00	100.00
Telephone, telephone and express	100.00	100.00
Miscellaneous	100.00	100.00
Total	\$18,400.00	\$18,100.00

## REPORTS OF ACCIDENTS AND SETTLEMENTS APPROVED

July 1, 1918—June 30, 1919

Accidents reported	1,187
Fatal cases reported	181
Settlements reported	423
Compensation paid in reported settlements	\$424,112.26
Reported paid for medical, surgical and hospital	61,998.75
Accidents reported July 1, 1919—June 30, 1920	
Fatal cases reported	144.47
Settlements reported	154
Compensation paid in reported settlements	4,818
Reported paid for medical, surgical and hospital	\$475,907.89
	75,803.88

## HEARINGS

	July 1, 1918	July 1, 1919
Total number of applications filed	136	145
Total number of cases arbitrated	40	49
Total number of cases settled without hearing	75	68
Total number of cases dismissed	12	11
Total number cases re-opened	3	10
Total number cases decided on review by Commissioner	23	26
Total number cases appealed to courts	9	14

CASES ARBITRATED DURING BIENNIUM  
FIRST YEAR

Title of Case	Injury	Issue	Arbitration	Review	Dist. Court.	Sup. Court
Quinlan vs. Continental Machy.	P. P.	Out of emp.	1,000.00	Affirmed	No appeal	
Christensen vs. Hauf Bros.	Fatal.	Out of emp.	Disallowed	Affirmed	Com'r rev.	Pending
Jacobs vs. Keokuk Cadillac Co.	T. T.	Ext. of injury	\$ 1.07	No appeal		
Evans vs. Green Bay Lumber	T. T.	Ext. of injury	235.00	No appeal		
Crispin vs. Iowa Bridge Co.	T. T.	Notice	Medical attention	Affirmed	No appeal	
Brennidge vs. Wahkonea Hotel	T. T.	Ext. of injury	322.00	No appeal		
Harris vs. Baldwin Pharmacy	P. P.	Out of emp.	Disallowed	No appeal		
Swatzel vs. Des M. Bridge Iron	Fatal.	Cause of death	\$2,223.00	No appeal		
Millen vs. Farley & Loetscher	T. T.	Hernia	Disallowed	No appeal		
Ingram vs. Quaker Oats	Fatal.	Dependency	\$2,520.00	No appeal		
Truman vs. Smoky Hollow Coal	F. T.	Computation	480.00	Affirmed	No appeal	
Dorland vs. Hart-Parrr Co.	T. T.	Ext. of injury	825.00 (re-opening)	No appeal		
Barton vs. Ottumwa Ry. Lt.	Fatal.	Dependency	1,050.00	Pending		
Cooper vs. Smoky Hollow Coal	T. T.	Computation	72.30	Affirmed	No appeal	
Howe vs. Mississippi Val. Iron	P. P.	Ext. of injury	2,000.00	No appeal		
Hein vs. Indpt. School Dist. D. M.	T. T.	Hernia	Medical expense	Affirmed	Pending	
Stukis vs. F. J. Sulzbach	Fatal.	Cause of death	\$3,000.00	No appeal		
Morris vs. Mareno-Burkham Co.	T. T.	Ext. of injury	120.00	No appeal		
Ward vs. Bailey Plumbing Co.	T. T.	Ext. of injury	45.00	No appeal		
Norton vs. Day Coal Co.	T. Per.	Indpt. contr.	100.00	Reversed.	Com'r rev.	Com'r aff.
Grant vs. Fleming Bros.	Fatal.	Out of emp.	3,000.00	Affirmed	Com'r aff.	Com'r aff.
Goldroe vs. C. G. W. Ry. Co.	T. T.	Interstate Com.	Disallowed	No appeal		
Reed vs. Automatic Washer Co.	Fatal.	Out of emp.	Disallowed	Affirmed	Com'r aff.	Comr. rev.
Bird vs. Capital City Sand Co.	Fatal.	Out of emp.	Disallowed	Affirmed	No appeal	
Bridgeman vs. Amer. Mach. Prod.	T. T.	Ext. of injury	Disallowed (re-open'g)	No appeal		
Cook vs. Iowa Packing Co.	T. T.	Ext. of injury	\$ 2.81 weekly indefinite	No appeal		
Ensley vs. Western Flour Mill	T. T.	Out of emp.	15.00 weekly indefinite	Af. (\$1000)	No appeal	
Jackson vs. Knight et al	F. T.	Employer	Disallowed	Affirmed	Com'r rev.	Pending
Oldfield vs. Nat'l Un. Coal Co.	P. P.	Ext. of injury	\$2,136.00 (re-opening)	No appeal		
Loama vs. Phil Laundry	Fatal.	Dependency	2 634.00	No appeal		

CASES ARBITRATED DURING BIENNIUM—Continued

FIRST YEAR

Title of Case	Injury	Issue	Arbitration	Review	Dist. Court.	Sup. Court
Vlahos vs. Des M. City Ry.	T. T.	Ext. of injury	Medical expense	No appeal		
Hill vs. Wright Coal Co.	T. T.	Out of emp.	Disallowed	No appeal		
Dallinger vs. Cole Co.	T. T.	Out of emp.	Disallowed	No appeal		
Schmidt vs. Zeindler Pipe Co.	P. P.	Out of emp.	\$1,500.00	No appeal		
Gergen vs. Desparios	T. T.	Ext. of injury	22.71	No appeal		
Bowman vs. Parsons Co.	T. T.	Out of emp.	Disallowed	Affirmed		
Butler vs. Consumers Ice Co.	T. T.	Out of emp.	Disallowed	No appeal	Com'r rev.	No appeal
Brickley vs. Hart-Parr Co.	T. T.	Ext. of injury	\$ 100.00	No appeal		
Giffen vs. Gliman Canning Co.	T. T.	Ext. of injury	40.00	No appeal		
Miller vs. Saylor Coal Co.	Fatal.	Com. law mar'g.	3,000.00	Affirmed	No appeal	
Sellers vs. Sioux City Stk. Yds.	Fatal.	Com. law mar'g.	Disallowed	Affirmed	Pending	
Greenway vs. Cassidy	T. T.	Ext. of injury	\$ 25.00	No appeal		
Leak vs. Ia. Ry. & Light Co.	Fatal.	Dependency	420.00	No appeal		
Perry vs. City of Creston	T. T.	Out of emp.	72.00	No appeal		

SECOND YEAR

Snyder vs. Nye, Snyder, Fowler Co	P. P.	employment	Disallowed	No appeal		
Hinkel vs. Ottumwa Loader Co.	T. T.	Ext. of injury	\$ 30.00	No appeal		
Nace vs. Central Ia. Fuel Co.	P. P.	Ext. of injury	543.75 (re-opening)	No appeal		
Findanis vs. Bettendorf Co.	Fatal.	Dependency	2,043.00	No appeal		
Hristoforakis vs. Bettendorf Co.	Fatal.	Dependency	Disallowed	No appeal		
Harkless vs. Witherspoon & Englar	P. P.	Out of emp.	\$1,875.00	Affirmed	No appeal	
Curnes vs. Mauriner & Tuppy Co.	P. P.	Ext. of injury	779.00	No appeal		
McGority vs. Standard Telephone	T. T.	Ext. of injury	180.00	Pending		
Venzon vs. Anderson Coal Co.	P. P.	Out of emp.	1,360.00	Affirmed	No appeal	
Hanson vs. City of Mason City	P. P.	Out of emp.	778.00	No appeal		
Rad vs. Hawkeye Portl. Cement Co	P. P.	Ext. of injury	1,435.00	No appeal		
Kattleson vs. Amer. Brick & Tile	T. T.	Ext. of injury	42.28	No appeal		
Kraft vs. West Hotel Co.	T. T.	Out of emp.	444.00	Reversed	Com'r rev.	Pending

Scott vs. Scandia Coal Co.	P. P.	Out of emp.	Disallowed	No appeal		
Bailey vs. Swift Co.	P. P.	Out of emp.	Disallowed	No appeal		
Hinton vs. Swift Co.	T. T.	Out of emp.	Disallowed	No appeal		
Coleman vs. City Fuel & Supply	T. T.	Out of emp.	Disallowed	No appeal		
Schminkey vs. Kratzer Carriage Co.	T. T.	Ext. of injury	50.00 (re-opening)	No appeal		
Miller vs. Gardner & Lindburg	T. T.	Out of emp.	Disallowed	Affirmed	Com'r rev.	Com'r aff.
Pattee vs. Jericho & Eastern	P. P.	Ext. of injury	656.25 (re-opening)	No appeal		
Mannos vs. Bettendorf Co.	P. P.	Ext. of injury	2,100.00	No appeal		
Flint vs. City of Eldon	Fatal.	Cause of death	3,000.00	Reversed	Com'r rev.	Pending
Miles vs. Cudahy Packing Co.	T. T.	Ext. of injury	115.00	No appeal		
Dragovich vs. Am. Brick & Tile Co.	T. T.	Ext. of injury	117.18	No appeal		
Moses vs. Natl. Union Coal Co.	P. P.	Ext. of injury	1,515.00 (re-opening)	No appeal		
Lennie vs. Albia Coal Co.	T. T.	Out of emp.	305.00	No appeal		
Henshaw vs. Town of Batavia	Fatal.	Coverage	Disallowed	Pending		
Blackburn vs. City of Dubuque	P. P.	Out of emp.	500.00	No appeal		
Maxinovich vs. Scandia Coal Co.	P. P.	Out of emp.	1,075.00	No appeal		
Lewis vs. Crescent Coal Co.	P. P.	Ext. of injury	2,468.00	No appeal		
Mastorakis vs. Bettendorf Co.	T. T.	Hernia	250.00	No appeal		
Hughes vs. Cudahy Packing Co.	T. T.	Hernia	Disallowed	Affirmed	Pending	
Cooper vs. Scott County	Fatal.	Coverage	Disallowed	Affirmed	Pending	
Zenni vs. South Des M. Coal Co.	Fatal.	Out of emp.	3,483.00	Affirmed	Com'r rev.	Com'r rev.
Garrett vs. Crescent Coal Co.	Fatal.	Period	2,720.00	No appeal		
Hewitt vs. North Ia. G. & Elec.	P. P.	Ext. of injury	173.00	No appeal		
Truit vs. Merrell & Co.	T. T.	Hernia	160.00	No appeal		
Dally vs. Ia. Gas & Elec. Co.	P. P.	Ext. of injury	2,012.00 (re-opening)	No appeal		
Walker vs. Clarke Construction	P. P.	Computation	1,500.00	Affirmed		No appeal
Mickel vs. Ideal Auto Co.	P. P.	Out of emp.	1,500.00	No appeal		
O'Hearn vs. Dubuque Packing Co.	Fatal.	Dependency	1,200.00	No appeal		
Franks vs. Geo. W. Carpenter	Fatal.	Indpt. contr.	3,000.00	Affirmed	Pending	
Munson vs. Swift & Co.	Fatal.	Dependency	3,600.00	No appeal		
Flannigan vs. Sioux City G. & E. Co.	T. T.	Hernia	160.00	No appeal		
Marshall vs. Mennig-McCord Co.	P. P.	Ext. of injury	181.65 (re-opening)	No appeal		
Ladd vs. Edwin J. Butler Co.	Fatal.	Dependency	4,500.00	No appeal		
Luther vs. Larrowe Const. Co.	P. P.	Ext. of injury	735.00 (re-opening)	No appeal		
Smith vs. Younker Bros. Co.	T. T.	Ext. of injury	Disallowed	No appeal		

CASES ARBITRATED DURING BIENNIUM—Continued

SECOND YEAR

Title of Case	Injury	Issue	Arbitration	Review	Dist. Court.	Sup. Court
Walterick vs. Enterprice Box	T. T.	Ext. of injury	\$ 787.50 (re-opening)	No appeal		
Belasco vs. Headford & Hitchins	P. P.	Ext. of injury	1,968.75	No appeal		
Deeter vs. Boone Co. Tel. Co.	T. T.	Out of emp.	Disallowed	No appeal		
Brown vs. Longshore Liber. Co.	T. T.	Out of emp.	Disallowed	Pending		
Cashman vs. DuPont Powder Co.	T. T.	Out of emp.	Disallowed	No appeal		
Mavity vs. Chase Bros. Grocery	Fatal.	Out of emp.	Disallowed	Affirmed	Pending	
Albright vs. Pt. Dodge Serum	T. T.	Ext. of injury	276.72	No appeal		
Stephens vs. Plymouth Gypsum	T. T.	Dental service	Dental service	No appeal		
Polka vs. Maple Coal Co.	P. P.	Ext. of injury	\$1,722.10 (re-opening)	No appeal	No appeal	
Alnut vs. Douglas Co.	Fatal.	Dependency	1,191.60	No appeal		
Davidson vs. Bidwell Coal Co.	Fatal.	Re-marriage	2,496.00 (re-opening)	No appeal	Com'r aff.	Pending

NOTE: T. T.—Temporary Total.  
 T. Per.—Total Permanent.  
 P. P.—Permanent Partial.

ALL CASES REVIEWED AND APPEALED SINCE ENACTMENT OF LAW

Title of Case	Injury	Issue	Arbitration	Review	Dist. Court.	Sup. Court
Griffith vs. Cole	Fatal.	Out of emp.	Disallowed	Affirmed	Com'r rev.	Com'r aff.
Young vs. Miss. River Power	Fatal.	Out of emp.	\$3,000.00	Affirmed	Com'r aff.	Com'r aff.
Bybee vs. Morrell & Co.	T. T.	Ext. of injury	356.00	Affirmed	No appeal	
Fischer vs. Priebe Co.	P. P.	Ext. of injury	815.00	Affirmed	Com'r aff.	Com'r aff.
Richards vs. Central Ia. Fuel	T. Per.	Computation	3,392.00	Affirmed	Com'r aff.	Com'r aff.
Cavours vs. Far. & Mr. Brick	P. P.	Ext. of injury	992.25	Af. (\$875)	No appeal	
Pace vs. Appanose County	Fatal.	Indpt. contr.	1,875.00	Reversed	Com'r aff.	Com'r aff.
Walker vs. Des M. Union Ry.	Fatal.	Interstate	3,000.00	Affirmed	Com'r aff.	Com'r aff.
Bennett vs. Hardsong Drill	T. T.	Ext. of injury	127.98	Reversed	No appeal	
Craft vs. Ottumwa Ice Storage	Fatal.	Out of emp.	Disallowed	Affirmed	No appeal	
Owens vs. Riverside Milling	T. T.	Out of emp.	\$ 360.00	Affirmed	No appeal	
Wright vs. Black Dry Goods Co.	Fatal.	Dependency	2,850.00	Affirmed	Com'r aff.	Com'r aff.
Smith vs. Williamsburg City	P. P.	Casual	500.00	Af. (\$375)	No appeal	
Howell vs. Wallace & Lillane	P. P.	Ext. of injury	500.00	Affirmed	No appeal	
Boyeck vs. C. G. W. Ry.	P. P.	Ext. of injury	Disallowed	Affirmed	Com'r aff.	No appeal
Polis vs. Kelty	T. T.	Out of emp.	Disallowed	Affirmed	No appeal	
Pierce vs. Bekins Van Stze	Fatal.	Ex-territorial	\$1,551.00	Affirmed	Com'r aff.	Com'r aff.
Vanos vs. Waterloo Gas Engine	T. T.	Out of emp.	Disallowed	Affirmed	No appeal	
Hoover vs. Central Ia. Fuel	Fatal.	Dependency	\$2,025.00	Reversed	Com'r aff.	Com'r aff.
Jennings vs. City of Leon	T. T.	Coverage	600.00	Reversed	No appeal	
Keys vs. Amer. Brick Tile	Fatal.	Computation	1,500.00	Affirmed	Com'r aff.	Com'r aff.
Nehlsn vs. Western Flour	Fatal.	Out of emp.	Disallowed	Affirmed	No appeal	
Bowers vs. Floyd County	Fatal.	Coverage	Disallowed	Affirmed	Pending	
Lykas vs. N. W. St. Cement Co.	Fatal.	Dependency	\$1,721.00	Affirmed	No appeal	
Spencer vs. Amer. Cement	T. Per.	Ext. of injury	2,528.00	Af. (Mod.)	No appeal	
Davidson vs. Bidwell Coal	Fatal.	Shot-firer	Disallowed	Affirmed	Com'r rev.	Com'r rev.
Moffitt vs. Whatecher Clay	Fatal.	Out of emp.	\$2,448.00	Affirmed	No appeal	
Jennings vs. Mason City Sewer Pipe	T. Per.	Second eye	1,721.00	Affirmed	Com'r aff.	Com'r aff.
Brickley vs. J. B. Sheets Co.	P. P.	Hearing	300.00	Affirmed	No appeal	
Garlick vs. Crystal Co.	P. P.	Coverage	308.00	Affirmed	No appeal	
Pettit vs. American Bridge	Fatal.	Intoxication	2,769.00	Affirmed	Com'r aff.	Com'r aff.
Wolder vs. Marsh Eng. Co.	P. P.	Indpt. contr.	700.00	Affirmed	No appeal	
Smothers vs. Strange Hide Co.	P. P.	Ext. of injury	630.00	Affirmed	No appeal	
Buncle vs. Soo City Stk. Yards	T. T.	Hernia	Disallowed	Affirmed	Com'r rev.	Pending
Olyphant vs. Wachel	P. P.	Casual	\$ 750.00	Affirmed	Com'r aff.	Com'r aff.
Hanson vs. C. R. I. & P. Ry.	T. T.	Disease	420.00	Af. (\$1500)	No appeal	
Keehn vs. Miss. Valley Iron	Fatal.	Dependency	1,275.00	Affirmed	Com'r aff.	Com'r aff.
Storm vs. Thompson	P. P.	Indpt. contr.	Disallowed	Affirmed	Com'r aff.	Com'r rev.
Rish vs. Hawkeye P. Cement	P. P.	Out of emp.	Disallowed	Affirmed	Com'r aff.	No appeal
Hoffmaster vs. Model Laundry	Fatal.	Cause of death	Disallowed	Affirmed	No appeal	
Quinlan vs. Continental Machy.	P. P.	Out of emp.	\$500.00	Affirmed	Com'r aff.	No appeal
O'Neil vs. Sioux City Terminal	Fatal.	Interstate	Disallowed	Affirmed	No appeal	
Reddie vs. Smith	P. P.	Indept. contr.	\$540.00	Reversed	No appeal	
Young vs. Okaloosa Home Tel.	P. P.	Ext. of injury	\$2,000.00	Affirmed	No appeal	
Nelson vs. Plymouth Gypsum	Fatal.	Dependency	270.00	Reversed	Pending	
Fearing vs. Bradshaw Co.	T. T.	Ext. of injury	210.00	Af. (\$138)	No appeal	

ALL CASES REVIEWED AND APPEALED SINCE ENACTMENT OF LAW—Continued

Title of Case	Injury	Issue	Arbitration		Review	Dist. Court.	Sup. Court.
			Amount	Result			
Kennedy vs. Natl. Union Coal.	P. P.	Ext. of injury	514.40	Affirmed.	No appeal.		
Nicholson vs. Natl. Un. Coal.	Fatal.	Cause of death.	1,500.00	Affirmed.	No appeal.		
Herbig vs. Walton Auto.	Fatal.	Casual emp.	1,800.00	Reversed.	Com'r rev.	Com'r aff.	
Lindsay vs. Strumbaugh	Fatal.	Cause of death.	2,820.00	Reversed.	Pending		
Johnston vs. Zitterell & Sullivan	T. T.	Employer	171.88	Reversed.	Pending		
Bodine vs. Model Laundry	T. T.	Cove'nt not to sue	880.00—750.00	Affirmed.	Com'r rev.	Pending	
Christensen vs. Hauf Bros.	Fatal.	Out of emp.	Disallowed	Affirmed.	Com'r rev.	Pending	
Jackson vs. Iowa Telephone.	T. T.	Ext. of injury	\$441.75	Affirmed.	Com'r rev.	Pending	
Crispin vs. Iowa Bridge Co.	T. T.	Notice	Medical attention.	Reversed.	Com'r rev.	Com'r aff.	
Gessell vs. Zbornik.	P. P.	Out of emp.	\$ 511.00	Affirmed.	No appeal.		
Smith vs. Interurban Ry.	Fatal.	Interstate	3,000.00	Affirmed.	No appeal.		
Armstead vs. Logan Bros.	T. T.	Hernia	160.00	Reversed.	Com'r rev.	Com'r aff.	
Truman vs. Smoky Hollow Coal.	T. T.	Computation	480.00	Affirmed.	No appeal.		
Cooper vs. Smoky Hollow Coal.	T. T.	Computation	72.00	Affirmed.	No appeal.		
Hein vs. Indpt. School Dist.	T. T.	Hernia	Medical attention.	Affirmed.	Pending		
Norton vs. Day Coal Co.	T. T.	Indpt. contr.	\$ 100.00	Reversed.	Com'r rev.	Com'r aff.	
Grant vs. Fleming Bros.	Fatal.	Out of emp.	3,000.00	Affirmed.	Com'r aff.	Com'r aff.	
Reid vs. Automatic Elec. Wash.	Fatal.	Out of emp.	Disallowed	Affirmed.	Com'r aff.	Com'r rev.	
Harkless vs. Witherspoon-Englar.	P. P.	Out of emp.	\$1,875.00	Affirmed.	Com'r aff.	Com'r rev.	
Bird vs. Capital City Sand	Fatal.	Out of emp.	Disallowed	Affirmed.	No appeal.		
Ensley vs. Western Flour Mill.	T. T.	Out of emp.	\$15.00 weekly	Af. (\$10.00)	No appeal.		
Jackson—C. M. Knight.	T. T.	Employer	Disallowed	Affirmed.	No appeal.		
Venzon vs. Anderson Coal Co.	P. P.	Out of emp.	\$1,360.00	Affirmed.	Com'r rev.	Pending	
Bowman vs. Parsons Co.	T. T.	Out of emp.	Disallowed	Affirmed.	No appeal.		
Miller vs. Saylor Coal Co.	Fatal.	Marriage	\$3,000.00	Affirmed.	Com'r rev.	No appeal	
Sellers vs. Sioux City Stk. Yards.	Fatal.	Marriage	Disallowed	Affirmed.	No appeal.		
Kraft vs. West Hotel Co.	T. T.	Out of emp.	\$449.00	Reversed.	Pending.		
Miller vs. Gardner & Lindburg.	T. T.	Out of emp.	Disallowed	Affirmed.	Com'r rev.	Pending	
Flint vs. City of Eldon.	Fatal.	Cause of death.	\$3,000.00	Reversed.	Com'r rev.	Com'r aff.	
Hughes vs. Cudaby Packing.	T. T.	Hernia	Disallowed	Affirmed.	Com'r rev.	Pending.	
Cooper vs. Scott County.	Fatal.	Coverage	Disallowed	Affirmed.	Pending.		
Franks vs. Geo. W. Carpenter.	Fatal.	Indpt. contr.	\$2,000.00	Affirmed.	Pending.		

NOTE: T. T.—Temporary Total.

T. Per.—Total Permanent.

P. P.—Permanent Partial.

FATAL CASES REPORTED DURING BIENNIUM

FIRST YEAR

Employer	Employee	Cause	Amount	Dependent	Adjusted
Armour Co. vs. Geo. Lucas		Caught in shaft	\$3,000.00	Widow	By agreement
Armour Co. vs. J. Croponis		Machinery	3,000.00	Widow	By agreement
Albia Ry. & Light vs. E. Randolph		Electrocuted	2,296.32	Widow	By agreement
Albia Ry. & Light vs. E. Randall		Electrocuted	3,000.00	Widow	By agreement
American Ry. Exp. vs. H. Lawrence		Struck by engine		Left no dependents	
American Ry. Exp. vs. C. Horton		Wreck	6,500.00	Widow	By agreement
American Skirt Co. vs. A. Block		Infection	3,000.00	Widow	By agreement
Atlantic Gas Co. vs. E. McDowell		Asphyxiation	3,000.00	Widow	By agreement
Bettendorf Co. vs. Bert Wolf		Concussion	1,000.00	Children	Compromise
Bettendorf Co. vs. R. Sturn		Crane	3,000.00	Widow	By agreement
Bettendorf Co. vs. A. Moradian		Head crushed		Left no dependents	No claim filed
Boland Construction vs. E. Reed		Fall	3,000.00	Widow	By agreement
W. Boyt Saddlery Co. vs. C. L. Coffee		Grenade explosion	*		
W. Boyt Saddlery Co. vs. S. N. Kneeder		Grenade explosion	*		
Bryant Paving Co. vs. C. E. Hilton		Fall	1,850.00	Widow	Compromise
Burrell Construction Co. vs. A. Dittman		Fall	3,000.00	Widow	By agreement
Capital City Sand Co. vs. E. Bird		Electrocuted		Widow	By arbitration
Geo. W. Carpenter vs. B. Franks		Cave in	3,000.00	Child	By arbitration—Pending in court
Central Engineering Co. vs. E. Kleckbusch		Rupture		Left no dependents	No claim filed
Central Iowa Fuel Co. vs. Thos. Preston		Falling slate	2,616.50	Widow	By agreement
Central Iowa Fuel Co. vs. Chas. Lilley		Falling slate	2,616.50	Widow	By agreement
J. Cameron & Sons vs. J. Costello		Auto accident	3,000.00	Widow	By agreement
Chicago Great Western Ry. vs. J. Walker		Struck by cars	2,832.00	Mother	By agreement

FATAL CASES REPORTED DURING BIENNIUM—Continued

FIRST YEAR

Employer	Employee	Cause	Amount	Dependent	Adjusted
Chicago Great Western Ry. vs. Ed. Thomas		Struck by cars			Interstate Commerce
C. M. & St. P. Ry. vs. S. Keadle		Head injury		Left no dependents	No claim filed
C. M. & St. P. Ry. vs. J. Bibbe		Struck by guard		Left no dependents	No claim filed
C. & N. W. Ry. vs. G. Thomas		Struck by cars	3,900.00	Widow	By agreement
C. & N. W. Ry. vs. G. Cummings		Struck by cars	2,845.34	Widow	By agreement
C. & N. W. Ry. vs. A. Peterson		Struck by cars	3,900.00	Widow	By agreement
C. & N. W. Ry. vs. J. Jones		Machinery	1,500.00	Mother (partial)	By agreement
C. & N. W. Ry. vs. J. Mikloses		Struck by train		Father	Arbitration pending
C., R. I. & P. Ry. vs. E. Bierce		Electrocuted	3,100.00	Widow	By agreement
C., R. I. & P. Ry. vs. E. Reece		Thrown from cars			No claim filed
C., R. I. & P. Ry. vs. J. Garrison		Scalded		Left no dependents	No claim filed
C., R. I. & P. Ry. vs. C. Rowe				Not known	
C., R. I. & P. Ry. vs. G. Hart		Derailed motor car		Widow	Interstate Commerce
C., R. I. & P. Ry. vs. F. Tisdale		Struck by cars		Widow	Interstate Commerce
Citizens Gas & Elec. vs. W. Jacks		Electrocuted	3,306.00	Widow	By agreement
Commercial Sand Co. vs. F. Abrams		Electrocuted	3,000.00	Widow	By agreement
Consolidation Coal Co. vs. K. Gray		Fall of slate	2,682.00	Widow	By agreement
Corn Belt Pkg. Co. vs. W. Handel		Infection	4,338.00	Mother	By agreement
Crescent Coal Co. vs. V. Garrett		Crushed	2,750.00	Widow	By agreement
C. J. Cronkleton vs. Mike Finerty		Struck by train	2,500.00		By agreement
Dallas County Clay Co. vs. L. Second		Cave in	\$ 579.00	Mother (partial)	By agreement
D. M. Motor Bus Co. vs. W. Grace		Internal injuries	1,320.00	Widow	By agreement
D. M. City Railway vs. D. Hunter		Electrocuted	2,916.00	Widow	By agreement
Des Moines Gas Co. vs. R. Martin		Unknown cause			No claim filed
D. M. Plumbing Co. vs. M. Cooley		Natural		Widow	No claim filed
Delaware Co. Tel. Co. vs. H. Young		Electrocuted		Left no dependents	No claim filed
Dexter Co. vs. Eli Harper		Natural		Widow	No claim filed
Droge Elevator Co. vs. C. McCullen		Scalded	800.00	Mother (partial)	By agreement
Dubuque Packing Co. vs. J. O'Hearn		Fall	1,000.00	Sister	By arbitration

C. A. Dunham Co. vs. J. R. Belor		Fall		Left no dependents	No claim filed
Davenport Mfg. Co. vs. C. Swingle		Fall	172.95	Father (partial)	By agreement
Douglas Co. vs. J. Kosnlp, Jr.		Explosion	272.70	Mother (partial)	By agreement
Douglas Co. vs. H. Ormiston		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. J. Kosnlp, Sr.		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. J. Vaverka		Explosion	1,070.00	Parents (partial)	By agreement
Douglas Co. vs. J. Vaverka		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. Paul Weaver		Explosion	767.00	Parents (partial)	By agreement
Douglas Co. vs. E. Prentice		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. J. Taljat		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. J. Martinek		Explosion	703.33	Child 15 years old	By agreement
Douglas Co. vs. A. Thomas		Explosion	200.00	Widow died	By agreement
Douglas Co. vs. E. Baker		Explosion	3,000.00		By agreement
Douglas Co. vs. P. Stensied		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. H. Eckert		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. P. Erickson		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. C. Triebler		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. C. Vopolka		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. N. Shultz		Explosion	3,000.00	1 children	By agreement
Douglas Co. vs. N. Berry		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. S. Getz		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. R. Bleadsaw		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. W. Rush		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. E. Newbold		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. P. Pfeifer		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. P. Randall		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. W. Lybarger		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. C. John		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. D. Hartman		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. C. Hahn		Explosion	3,000.00	Widow	By agreement
Douglas Co. vs. J. Coldice		Explosion		Left no dependents	No claim filed
Douglas Co. vs. J. Klemish		Explosion		Left no dependents	No claim filed
Douglas Co. vs. E. Schmidt		Explosion		Left no dependents	No claim filed
Douglas Co. vs. E. Kaviarkovsky		Explosion		Left no dependents	No claim filed
Douglas Co. vs. F. Stastnick		Explosion		Left no dependents	No claim filed
Douglas Co. vs. J. Chicheles		Explosion		Left no dependents	No claim filed
Douglas Co. vs. G. Kalarac		Explosion	3,000.00	Widow	By agreement



FATAL CASES REPORTED DURING BIENNIUM—Continued

FIRST YEAR

Employer	Employee	Cause	Amount	Dependent	Adjusted
Douglas Co. vs. J. Hatachus (Coyat)		Explosion			Pending
Douglas Co. vs. G. Christ		Explosion			Pending
Douglas Co. vs. M. Ezeucle		Explosion			Pending
Douglas Co. vs. M. Trialonis		Explosion			
Douglas Co. vs. Geo. Pappas		Explosion			
Douglas Co. vs. M. Tisbrojcz		Explosion			
Douglas Co. vs. G. Costillos		Explosion			
Douglas Co. vs. O. Watson		Explosion			
Douglas Co. vs. Geo. Marnelos		Explosion	3,030.00	Widow	By arbitration
Douglas Co. vs. Dewey Alnutt		Explosion	3,000.00	Widow	By arbitration
Eldon, City of vs. Chas. Flint		Heart failure	1,104.95	Father (partial)	Arbitration settlement
C. E. Erickson Co. vs. J. Nelson		Fall	Disallowed	Widow	By arbitration—pending in court
Farmers' Elevator Co. vs. W. Laton		Blow in head	2,613.00	Widow	By agreement
Flint Brick Co. vs. J. Murray		Operation following	3,000.00	Widow	By agreement
Ft. D., D. M. So. Ry. vs. J. Barnes		Fall	1,800.00	Widow	By agreement
Franc Furniture Co. vs. John Losey		Skull Fracture	2,700.00	Widow	By agreement
Farmers' Motor Supply Co. vs. C. Gugler		Machinery	2,595.00	Widow	By agreement
Ft. Madison Electric Co. vs. G. Gibbons		Electrocuted		Left no dependents.	No claim filed
Ft. Madison Elec. Co. vs. R. Henkle		Electrocuted	3,000.00	Widow	By agreement
Gate City Co. vs. James Branson		Fall	600.00	Parents (partial)	By agreement
Robt. Graham vs. John Degroote		Fall			No claim filed. Outside of emp.
Grant Club vs. Sam Wampler		Natural	3,750.00	Widow	By agreement
Halligan Candy Co. vs. J. Shebler		Neck		Left no dependents.	No claim filed
Hamman-Kruse Const. vs. P. Johnson		Burial		Left no dependent.	No claim filed
Geo. Harkin vs. J. House		Dropped dead	2,922.00	Widow	By agreement
Hart-Parr Co. vs. W. Malby		Septicemia			No claim filed
High Bridge Coal Co. vs. W. Wil-			3,000.00	Widow	By agreement

Hams		Rupture			No claim filed
C. Hinmiller vs. Albert Hinmiller		Struck by train	2,200.00	Left no dependents.	By agreement
Hawkeye Port. Cement vs. A. Huffman		Caught in machinery	3,500.00	Widow	By agreement
Horton-Holden Hotel Co. vs. L. Larsen		Scalded		Left no dependents.	No claim filed
Ideal Sand & Gravel vs. F. Caliguri		Cave in	2,150.00	Widow	By agreement
Illinois Central Ry. vs. D. Trout		Struck by cars	2,912.95	Widow	By agreement
Illinois Central Ry. vs. W. Shannon		Struck by cars		Left no dependents.	Interstate Commerce
Interstate Power Co. vs. N. Baker		Electrocuted	Burial	Left no dependents.	No claim filed
Interurban Railway vs. E. Brill		Struck by cars	2,612.00	Widow	By agreement
Interurban Railway vs. C. Fisher		Struck by cars	2,612.00	Widow	By agreement
Iowa Packing Co. vs. I. Doane		Infection	2,432.64	Widow	By agreement
Iowa Railway & Light vs. C. Hinton		Electrocuted	2,955.00	Widow	By agreement
Iowa Railway & Light vs. L. Leake		Electrocuted	373.77	Parents (partial)	By agreement
Iowa Telephone Co. vs. L. Jones		Body crushed		Left no dependents.	No claim filed
Jensen Const. Co. vs. W. Dennis		Fall	3,000.00	Widow	By agreement
Katz Baking Co. vs. G. Bird		Tetanus poison	100.00	Left no dependents.	No claim filed
Kemple & Goodman vs. T. Price		Fall	262.40	Left no dependents.	No claim filed
Keystone Coal Mining vs. M. Heck-		Crushed head	\$5,000.00	Children	By agreement
Keystone Coal Mining vs. Wm. Wag-					
soner		Slate fell	2,532.03	Widow	By agreement
Knox Clay Products vs. F. Campbell		Crushed		Parents	Pending adjustment
LeMars Natural Ice vs. J. Wittgen		Crushed	3,000.00	Widow	By agreement
F. Luchterhand vs. C. Knorschld.		Fall		Left no dependents.	No claim filed
F. E. Marsh Co. vs. Geo. Welch		Fall from wagon	1,600.00	Widow	Compromise settlement
A. Y. McDonald Mfg. Co. vs. P. Campbell		Struck by train	1,380.00	Sister	By agreement
Minn. & St. L. Ry. vs. Thos. Walls		Struck by engine	4,000.00	Widow	By agreement
Thos. Mulgrew Co. vs. S. Wall		Head struck	2,889.00	Widow	By agreement
Murray Iron Works vs. P. O'Brien		Electrocuted	1,500.00	Parents (partial)	By agreement
Martin Nelson vs. P. Freysee		Fall in elevator	3,000.00	Widow	By agreement
A. H. Neumann Co. vs. G. Leon		Head injury		Left no dependents.	No claim filed
Northwest St. Portland Cement vs. R. Zehn		Crane	600.00	Mother (partial)	By agreement

## FATAL CASES REPORTED DURING BIENNIUM—Continued

## FIRST YEAR

Employer	Emplye	Cause	Amount	Dependent	Adjusted
Norwood-White Coal vs. George Henry		Fall of slate	3,000.00	Widow	By agreement
Ogden Const. Coal vs. G. Huxford		Fall of rock	2,716.00	Widow	By agreement
Peoples Light Co. vs. Harry La-Borde		Fall	2,700.00	Widow	By agreement
Perfection Tire & Rubber vs. C. Key		Natural			No claim filed
Phillips Coal Co. vs. D. Windshield		Fall	3,666.30	Widow	By agreement
Quaker Oats Co. vs. C. Kaemmerle		Fall	2,703.00	Widow	By agreement
Quaker Oats Co. vs. G. Hinton		Infection	2,018.00	Widow	By agreement
Quaker Oats Co. vs. S. Jungelaus		Fall		Left no dependents	No claim filed
Quaker Oats Co. vs. C. Douplik		Crushed	4,000.00	Parents	By agreement
Rath Packing Co. vs. Austin Jones		Fall	2,811.00	Mother	By agreement
Red Rock Coal Co. vs. Frank Contr Register & Tribune Co. vs. Mrs. M Alexander		Slate fall		Mother	Arbitration pending
Rex Fuel Co. vs. S. West		Struck by car		Left no dependents	No claim filed
Roach & Musser Co. vs. A. Preston		Fall	2,616.50	Widow	By agreement
Scandia Coal Co. vs. Tony Blaskovich		Head crushed		Left no dependents	No claim filed
Schramm & Schmiegl Co. vs. P. Kuplich		Fall of slate	2,658.77	Widow	By agreement
Sheridan Coal Co. vs. Ed. Rayden		Fall		Father	Arbitration pending
T. M. Sinclair Co. vs. A. Reece		Fall of slate	2,650.10	Widow	By agreement
Sloux City Gas & Elec. vs. F. Haft		Fall of timber	3,390.00	Widow	By agreement
Standard Oil Co. vs. C. Byers		Burned to death		Left no dependents	No claim filed
Standard Oil Co. vs. A. Kersting		Tank fell on him	4,275.00	Widow	By agreement
Swift & Co. vs. H. Simmons		Crushed under car		Mother and sister	Pending
Swift Co. vs. W. Kirkpatrick		Fall		Left no dependents	No claim filed
Tri City Wholesale Grocery vs. F Green		Natural			No claim filed
		Fall	2,709.00	Widow	By agreement
U. S. Gypsum Co. vs. I. Decker		Fall	3,000.00	Widow	By agreement
U. S. Post Office vs. Floyd William		Struck by train		Widow	No compensation liability
Waterloo Gasoline Engine Co. vs. V. Meyer		Caught in shaft	2,683.38	Widow	By agreement
Waterloo Steam Boiler Wks. vs. J Nisius		Crushed by boiler	3,000.00	Widow	By agreement
Newcomb Wildman vs. E. Lundstrum		Caught in shaft	1,500.00	Widow	By agreement
Western Union Telegraph vs. L. Grabill		Struck by cars	999.00	Mother (partial)	By agreement
Western Union Telegraph vs. R. Palmer		Struck by engine		Left no dependents	No claim filed
C. Weitz Sons Co. vs. M. Anderson		Crushed	1,998.87	Widow	By agreement
C. Weitz Sons vs. D. Devitt		Natural			No claim filed
Witherspoon-Englar Co. vs. E. Hopkins		Sunstroke	1,600.00	Widow	By agreement
F. J. Wilson vs. E. Rochotzke		Cave in	1,845.00	Widow	By agreement
Wright Coal Co. vs. J. Converse				Dependents	By agreement
Arthur Zahn vs. Henry Davey		Fall	1,821.00	Widow	By agreement

## FATAL CASES REPORTED DURING BIENNIUM

## SECOND YEAR

Employer	Employee	Cause	Amount	Dependent	Adjusted
American Railway Express vs. G. Agnitsch		Struck by train	\$1,038.00	Parents (partial)	By agreement
Bettendorf Co. vs. Earl Sweeley		Appendicitis		Parents	No claim filed
Bloomfield Coal Min. vs. V. Johnson		Fall of slate	4,500.00	Children	By agreement
Bloomfield Coal Min. vs. A. Blues		Fall of slate	4,500.00	Widow	By agreement
Ed. J. Butler Co. vs. P. Ladd		Auto accident	4,500.00	Widow	By agreement
Burlington Ry. & Lt. vs. John Grimes		Electrocuted		Left no dependents	No claim filed
Clinton Br. Wks. vs. W. Heatherby		Fall	4,500.00	Widow	By agreement
C. & N. W. Ry. vs. P. Nelson		Struck by cars	3,993.00	Widow	By agreement
C. & N. W. Ry. vs. W. Conway		Died at work		Widow	Pending investigation
C. & N. W. Ry. vs. H. Johnson		Fell under cars		Divorce	Pending investigation
Charles Cloz Co. vs. S. Anderson		Explosion	3,375.00	Widow	By agreement
C., R. I. & P. Ry. vs. Chas. Card		Infection	3,975.00	Widow	By agreement
C., R. I. & P. Ry. vs. Ray Burns		Fall		Widow	By agreement
C., R. J. & P. Ry. vs. O. Hawkins		Fall	4,500.00	Widow	Not an Iowa employe
C., R. I. & P. Ry. vs. Chas. Rockwell		Struck by cars	4,950.00	Widow	Interstate Com.
Clinton Sugar Refin. Co. vs. H. Goettsch		Crushed	4,500.00	Widow	By agreement
C., B. & Q. Ry. vs. C. Shoemaker		Fall	1,500.00	Parents (partial)	By agreement
C., B. & Q. Ry. vs. Wm. Schafer		Fall		Left no dependents	No claim filed
C., B. & Q. Ry. vs. A. Hodges		Blow on head		Left no dependents	No claim filed
Central Iowa Fuel Co. vs. V. Young		Fall of slate	2,615.50	Widow	By agreement
Central Ia. Fuel Co. vs. F. Wilson		Fall of slate		Not known	Pending investigation
Cedar Rapids Fuel vs. F. Klinge		Struck by train		Widow	By agreement
Cedar Rap. Oil Co. vs. H. Hirlman		Struck by engine	5,000.00	Mother	By agreement
Thos. Carey & Sons vs. Geo. Murray		Caved in	4,500.00	Widow	By agreement
Cardiff Gypsum Co. vs. R. Rodgers		Smothered	500.00	Mother (partial)	By agreement
C. G. W. Ry. vs. G. Sanford		Natural		Widow	Interstate Com. Fed. act control
C. G. W. Ry. vs. H. Kirkman		Struck by train	7,500.00	Widow	Interstate Com. Fed. act control
C. G. W. Ry. vs. Pat Lochray		Struck by cars	2,000.00	Widow	Compromise Settlement
Crescent & Macaroni & Cracker vs. J. Cavanaugh		Electrocuted	4,500.00	Widow	By agreement
Chicago Window Cing. vs. J. Farnham		Fall		Left no dependents	No claim filed
Consolidated Indiana Coal vs. R. Sparks		Apoplexy		Widow	Pending arbitration
Chase Bros. vs. Robt. Mavity		Stabbed with knife		Widow	By arbitration—Pending appeal
Cecil Hotel Co. vs. Morris Aplin		Suffocated in fire—hotel		Left no dependents	No claim filed
Cudahy Packing Co. vs. M. Serrano		Suffocation		Widow	Pending arbitration
Des Moines Gas Co. vs. W. Wishman		Explosion	4,500.00	Widow	By agreement
Des Moines Gas Co. vs. F. Coppes		Explosion	4,500.00	Widow	By agreement
Des Moines Gas Co. vs. John King		Explosion	4,500.00	Widow	By agreement
Des Moines Gas Co. vs. James Miller		Explosion	4,500.00	Widow	By agreement
Des Moines Gas Co. vs. P. Devine		Explosion	4,500.00	Widow	By agreement
Des Moines Union Ry. vs. W. Shaw		Struck by cars	4,116.00	Widow	By agreement
Des Moines Hotel Co. vs. S. Drake		Fall—crushed	2,226.00	Widow	By agreement
Davidson Bros. Co. vs. Wm. Cooper		Scalded		Mother	Pending arbitration
Dain Mfg. Co. vs. W. Kuhn		Natural			No claim filed
Denison, City of vs. Cecil Hecht		Electrocuted	4,500.00	Widow	By agreement
A. A. Dobson vs. E. Monlux		Infection	1,800.00	Widow	By agreement
Des Moines Elec. vs. C. C. Spangler		Electrocuted	\$3,393.00	Widow	By agreement
J. E. Decker Co. vs. A. Tellhus		Scalded		Widow	Pending investigation
Empire Meat Co. vs. W. Baldwin		Poisoned	4,320.00	Widow	By agreement
Econ. Coal Co. vs. C. Cunningham		Fall of slate	610.00	Widow (re-marriage)	By agreement
Federal Bakery Co. vs. E. West		Gas fumes	4,500.00	Widow	By agreement
Farmer's Elevator Co. vs. G. Lyons		Fall		Left no dependents	No claim filed
F. M. Fehd vs. C. Odem		Knife wound		No dependents	Injury not out of employment
Fluid Compressed Steel Co. vs. F. Sheets		Thrown in air		Left no dependents	No claim filed
Ft. D. Des M. & So. Ry. vs. A. Gallo		Struck by cars			Interstate Com.
Farley-Loetscher Co. vs. E. Muecke		Fall	2,238.00	Widow	By agreement
W. O. Furman vs. Wm. Vetter		Fall	4,500.00	Widow	By agreement
J. K. & W. H. Gilcrest vs. F. Stenberg		Fall	3,783.00	Widow	By agreement

## FATAL CASES REPORTED DURING BIENNIUM—Continued

## SECOND YEAR

Employer	Employee	Cause	Amount	Dependent	Adjusted
C. W. Gindie Co. vs. G. Romsey		Fall	400.00	Parents (partial)	By agreement
Crimes Canning Co. vs. P. Weir		Spine injury		Left no dependents	No claim filed
Hawkeye Portland Cement vs. M. Merick		Drowned		Left no dependents	No claim filed
Hawkeye Portland Cement vs. L. Golch		Leg amputation		Left no dependents	No claim filed
Hopkinton Elec. Lt. vs. J. Mullan		Crushed	1,620.00	Father (partial)	By agreement
C. Hewitt Co. vs. G. Hortwick		Burned		No dependents	No claim filed
Iowa Lt. Ht. & Power vs. C. Fett		Electrocuted	4,500.00	Widow	By agreement
Iowa Light, Heat & Power vs. M. Irland		Electrocuted		Parents	Pending investigation
Iowa City Light Power vs. G. Taylor		Electrocuted		Father	Pending investigation
Iowa City Light Power vs. J. Lane		Electrocuted	4,500.00	Widow	By agreement
Iowa Gas & Electric vs. G. Johnson		Crushed	4,500.00	Widow	By agreement
Interurban Railway vs. Bert Boyd		Electrocuted	4,500.00	Widow	By agreement
Interurban Ry. vs. Clyde Coones		Crushed to death	300.00	Dependents (partial)	By agreement
Ideal Sand & Gravel vs. W. Page		Crushed	2,709.00	Widow	By agreement
Iowa Falls Electric vs. G. Schultz			3,855.00	Widow	By agreement
Iowa Soldier Orphans' Home vs. W. Broberg		Electrocuted			
Illinois Central Ry. vs. J. Thornberg		Fall		Left no dependents	No claim filed
Illinois Central Ry. vs. C. R. Smith		Struck by train		Widow	Interstate Com.
Illinois Central Ry. vs. J. Camp		Struck by train		Widow	Interstate Com.
Illinois Central Ry. vs. C. L. Hice		Struck by train			Interstate Com.
Iowa Telephone Co. vs. G. Lyle		Struck by cars			Interstate Com.
G. S. Johnson Co. vs. Fk. Turek		Auto accident	4,500.00	Widow	By agreement
Keystone Coal Min. vs. J. Fisher			4,500.00	Widow	By agreement
Krudenier Cadillac Co. vs. C. Hollowell		Electric Shock	750.00	Parents (partial)	By agreement
Krudenier Cadillac Co. vs. H. Cox		Explosion	4,500.00	Widow	By agreement
		Explosion		Left no dependents	No claim filed
Krudenier Cadillac Co. vs. H. Rosa		Explosion	4,500.00	Widow	By agreement
LaFayette Hotel Co. vs. Anna McCann		Heart disease			No claim filed
Linwood-Stone Cement Co. vs. A. Lintz		Crushed			No claim filed
Longerbone Bros. vs. E. Curtis		Fall	4,203.00	Parents	By agreement
Liberty Coal Co. vs. Pagen		Natural			No claim filed
E. W. LaPlant Co. vs. W. Bixler		Hernia	450.00	Widow	By agreement
Maple Block Co. vs. Harry Arnold		Slate fall	4,500.00	Widow	By agreement
John Morrell Co. vs. R. Cramer		Struck on head	4,500.00	Widow	By agreement
John Morrell Co. vs. E. Blizzard		Fall	3,000.00	Widow	By agreement
H. A. Maine Co. vs. D. Furbish		Fall	4,500.00	Widow	By agreement
Mason City Drain Tile Co. vs. Chas. Wheeler				Left no dependents	No claim filed
Mason City County Club vs. M. Running		Suffocation		Left no dependents	No claim filed
McHose Sand & Tile Co. vs. A. Collins		Crushed		Widow	Pending adjustment
Murray Iron Works vs. W. Jacobson		Crushed		Left no dependents	No claim filed
Musson Bros. vs. C. Pierce		Natural		Left no dependents	No claim filed
Mercer Transfer Co. vs. W. Guilford		Fall		Left no dependents	No claim filed
Miss. River Power vs. H. Flack		Electrocuted	625.00	Father (partial)	By agreement
Newton's Auto Salvage vs. J. Leaverton		Not from injury		Left no dependents	No claim filed
Norwood-White Coal Co. vs. Kauzlarich		Explosion	4,500.00	Widow	By agreement
Norwood-White Coal Co. vs. J. Nesbit		Crushed	4,500.00	Widow	By agreement
Norwood-White Coal Co. vs. P. Jachnoch		Fall of slate			Pending investigation
National Oats Co. vs. E. Jirinec		Fall		Parents	By agreement
A. H. Neumann Co. vs. J. Quinn		Burned to death	900.00	No dependents	No claim filed
Northeast Ia. Power Co. vs. A. Culver		Electrocuted		Left no dependents	No claim filed
Northwest St. Port. Cement vs. J. Thickpenny		Caught in belt		Left no dependents	No claim filed

FATAL CASES REPORTED DURING BIENNIUM—Continued

SECOND YEAR

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Employer	Employee	Cause	Amount	Dependent	Adjusted
Northeast St. Port. Cement vs. C. Madison		Fractured skull.....	4,500.00	Widow.....	By agreement
Northwest St. Port. Cement vs. C. Ulrich		Caught in machinery	4,500.00	Widow.....	By agreement
Norwest St. Port. Cement vs. A. Thompson		Caught in machinery	4,500.00	Widow.....	By agreement
Omaha Refining Co. vs. Geo. Baker		Crushed.....	4,320.00	Widow.....	By agreement
Peoples' Light Co. vs. C. Pomroy		Electrocuted.....	.....	Left no dependents..	No claim filed
Postal Telegraph Co. vs. Wm. Doltz		Struck by train.....	.....	Widow.....	Employer rejected law
A. Phelps & Sons vs. L. Ashley		Struck by train.....	.....	Left no dependents..	No claim filed
Perfection Tire & Rubber Co. vs. A. Hellige		Electrocuted.....	800.00	Parents (partial)...	By agreement
Pratt Paper Co. vs. Wm. Hooker		Crushed.....	.....	Left no dependents..	No claim filed
Quaker Oats Co. vs. A. H. Gard		Struck by train.....	2,407.41	Widow.....	By agreement
H. Reese vs. F. Johnson		Smothered.....	3,000.00	Widow.....	By agreement
Henry J. Rees vs. P. Johnson		Cave in.....	3,807.00	Widow.....	By agreement
J. R. Reeve vs. J. C. McCord		Cancer.....	1,000.00	Widow.....	Compromise settlement
Red Rock Coal Co. vs. John Bloomquist		Fall of slate.....	.....	Left no dependents..	No claim filed
Rath Packing Co. vs. J. Lies		Electrocuted.....	.....	Left no dependents..	No claim filed
Rickloff Bros. Co. vs. L. Schmidt		Scalded.....	546.00	Mother (partial)...	By agreement
Riesche & Sanborn vs. A. A. Gorgoff		Cave in.....	.....	Widow.....	Pending investigation
R. W. Robinson Co. vs. L. Herman		Hernia.....	.....	Left no dependents..	No claim filed
Saylor Coal Co. vs. L. Swanson		Fall of slate.....	4,500.00	Widow.....	By agreement
Saylor Coal Co. vs. A. Newquist		Fall of slate.....	4,500.00	Widow.....	By agreement
Sioux City Serv. Co. vs. A. Peterson		Struck by car.....	4,500.00	Widow.....	By agreement
Sioux City Flying Club vs. A. Callander		Crashed to earth.....	.....	Father.....	Pending arbitration
Sioux City Gas & Electric Co. vs. G. Cross		Electrocuted.....	4,500.00	Widow.....	By agreement
A. H. Skellenger vs. Rastedt		Cut artery.....	.....	Left no dependents..	No claim filed
Smoky Hollow Coal Co. vs. J. Johnson		Fall of slate.....	4,500.00	Widow.....	By agreement
State of Iowa (Anamosa) vs. J. Huff		Crushed.....	.....	Left no dependents..	No claim filed
Shugart et al vs. Tony Tonda		Explosion.....	.....	Widow.....	Pending arbitration
Smith Motor Co. vs. James Jones		Burned to death.....	2,967.00	Widow.....	By agreement
Spencer Sand & Gravel Co. vs. E. Scruby		Machinery.....	1,376.50	Father (Partial)....	By agreement
Swift & Co. vs. J. Munson		Crushed.....	3,600.00	Children.....	By arbitration
Swift & Co. vs. H. Simmons		Contusion.....	.....	Left no dependents..	No claim filed
Tone Bros. Co. vs. P. Kramer		Burned by ammonia	4,500.00	Widow.....	By agreement
Trans Mississippi Grain Co. vs. N. Mortenson		Struck by cars.....	.....	Left no dependents..	No claim filed
Trans Mississippi Grain Co. vs. W. McClelland		Infection.....	4,500.00	Widow.....	By agreement
Tri City Railway Co. vs. J. Peck		Struck by car.....	4,500.00	Widow.....	By agreement
E. J. Thraves vs. Wm. Deyo		Fall.....	4,500.00	Widow.....	By agreement
U. S. Gypsum Co. vs. G. Blandy		Fall.....	.....	Left no dependents..	No claim filed
Union Pacific Ry. Co. vs. H. Ward		Thrown from car.....	.....	.....	Interstate commerce
West Side Coal Co. vs. J. Shultz		Crushed.....	3,435.00	Widow.....	By agreement
Western Electric Foundry vs. C. Cawley		Electrocuted.....	3,441.11	Widow.....	By agreement
Waterloo Gasoline Engine Co. vs. W. Whittlesey		Caught in flywheel.....	.....	Left no dependents..	No claim filed
Welch-Cook Co. vs. A. Scott		Crushed.....	3,637.50	Widow.....	By agreement
Witwer Bros. Co. vs. Ed. Plannell		Building collapse.....	.....	Left no dependents..	No claim filed
Witwer Bros. Co. vs. G. Bistline		Building collapse.....	.....	Left no dependents..	No claim filed
Woodbury County vs. J. Wilkinson		Fall.....	3,953.37	Widow.....	By agreement

WORKMEN'S COMPENSATION SERVICE

REPORT OF INDUSTRIAL COMMISSIONER

## COMPANIES AUTHORIZED TO WRITE COMPENSATION INSURANCE IN IOWA

American Bonding & Casualty Co.	Sioux City, Iowa
Employers Mutual Casualty Association	Des Moines, Iowa
Iowa Bonding & Casualty Co.	Des Moines, Iowa
Iowa Mutual Liability Insurance	Cedar Rapids, Iowa
Southern Surety Co.	Des Moines, Iowa
Aetna Casualty & Surety Co.	Hartford, Conn.
Aetna Life Insurance Co. (Accdt. Dept.)	Hartford, Conn.
American Indemnity Co.	Galveston, Texas
American Mutual Liability Co.	Boston, Mass.
Builders & Manufacturers Mutual Casualty	Chicago, Ill.
Continental Casualty Co.	Hammond, Ind.
Employers Indemnity Corporation	Kansas City, Mo.
Employers Liability Assurance Corp. (U. S. B.)	Boston, Mass.
European Accident Insurance Co. (U. S. B.)	New York, N. Y.
Fidelity & Casualty Co. of N. Y.	New York, N. Y.
General Accident Fire & Life Assur. (U. S. B.)	Philadelphia, Pa.
Georgia Casualty Co.	Macon, Ga.
Globe Indemnity Co.	New York, N. Y.
Great Eastern Casualty Co.	New York, N. Y.
Hartford Accident & Indemnity Co.	Hartford, Conn.
Integrity Mutual Casualty Co.	Chicago, Ill.
London Guaranty & Accident Co. (U. S. B.)	Chicago, Ill.
London & Lancashire Indemnity Co. of America	New York, N. Y.
Maryland Casualty Co.	Baltimore, Md.
Massachusetts Bonding & Insurance Co.	Boston, Mass.
New Amsterdam Casualty Co.	New York, N. Y.
Norwegian Globe Insurance Co. (U. S. B.)	New York, N. Y.
Ocean Accident & Guarantee Corp. (U. S. B.)	New York, N. Y.
Royal Indemnity Co.	New York, N. Y.
Security Mutual Casualty Co.	Chicago, Ill.
Standard Accident Insurance Co.	Detroit, Mich.
Travelers Indemnity Co.	Hartford, Conn.
United States Casualty Co.	New York, N. Y.
United States Fidelity & Guaranty Co.	Baltimore, Md.
Western Casualty Co.	Chicago, Ill.
Zurich Gen'l Acc. & Liability Ins. Co., Ltd. (U. S. B.)	Chicago, Ill.

## PRIVATE EMPLOYERS AUTHORIZED TO CARRY OWN RISK

Adel Clay Products Company	Iowa Gate Company
Aetna Explosives Co.	Iowa Malleable Iron Company
American Bridge Company	Iowa Nat'l Fire Insurance Company
Amana Society	Iowa Telephone Company
American Railway Express Co.	Iowa Transfer Railway Company
American Telephone Co.	Illinois Central R. R. Co.
Bettendorf Company	Lane Moore Lumber Company
Brunswick-Balke-Collender Co.	Lehigh Portland Cement Company
Carr Ryder Adams & Company	Louden Machinery Company
Case Threshing Machine Co. (J. I.)	Marne & Elkhorn Telephone Co.
Cedar Rapids Gas Company	Mason City & Clear Lake R. R. Co.
Cedar Rapids & Marion City Ry.	Midland Telephone Company
Cedar Valley Electric Co.	Minneapolis & St. Louis Ry. Co.
Chandler Pump Company	Mississippi River Power Co.
Chicago, Burlington & Quincy Ry.	Montezuma Electric Light & Heat Co.
Chicago Bridge & Iron Works	Murray Iron Works Company
Chicago Great Western Railway	Muscatine Lighting Company
Chicago North Western Railway	

Chicago, Rock Island & Pacific Ry.	National Refining Company
Clear Lake Independent Telephone	New Valley Junction Water & Light
Clinton, Davenport & Muscatine Ry.	Noelke-Lyon Manufacturing Co.
Citizens Gas & Electric Co.	Northwestern Telephone Exchange
Colfax Consolidated Coal	Nye-Schneider Fowler Company
Colfax Electric Light Co.	Omaha & Council Bluffs Street Ry.
Consolidated Indiana Coal Co.	Oskaloosa Light & Fuel Co.
Daln Manufacturing Co.	Oskaloosa Traction & Light Co.
Davenport Water Co.	Ottumwa Gas Company
Decatur Bridge Company	Peoples Gas & Electric Co.
Jacob E. Decker & Son	Pittsburgh-Des Moines Steel Co.
Des Moines City Railway Co.	Prudential Ins. Co. of America
Des Moines Electric Co.	Schricker Marble & Granite Co.
Des Moines Photo Materials Co.	Sinclair & Company, T. M.
Des Moines Terminal Co.	Sioux City Service Company
Des Moines Union Railway Co.	Sioux City Gas & Electric Co.
Des Moines Gas Co.	Sinclair Refining Company
Dolese Brothers Company	Standard Oil Company
E. I. Dupont De Nemours Co.	Standard Electric Company
Julius Fecht	Stoner-McCray System
Farley & Loetscher Mfg. Co.	Stoners, Incorporated
Ford Paving Co.	Stronge & Warner Company
Fort Dodge, Des Moines & So. Ry.	Sweet Wallach & Company
Fort Dodge Gas & Electric Co.	Transcontinental Oil Company
Fort Madison Electric Co.	Tri City Railway Co.
French & Hecht	United States Rubber Co.
Garden City Feeder Company	United States Tire Co.
General Electric Company	U. S. R. R. Adm. of Pacific Railroad
Goodrich Rubber Co. (B. F.)	Waterloo, Cedar Falls & Northern Ry.
Griffin Wheel Company	Waterloo Gasoline Engine Company
Guardian Life Ins. Co. of America	Western Electric Company
Home Lumber Company	Western Electric Telephone Co.
Independent Telephone Company	Western Union Telephone Company
International Harvester Co of America	West Brothers Thresher Co.
Iowa City Light & Power Co.	Zimmerman Brothers

The following table gives the present value of any number of one dollar future weekly payments discounted at 5 per centum annually.

NOTE:—The present value of any larger sum may be found by multiplying the tabular figure by such sum.

## TABLE OF PRESENT WORTH VALUES

## FIRST 52 WEEKS

Weeks	Weeks	Weeks	Weeks
1.....\$ 0.999	14.....\$13.900	27.....\$26.644	40.....\$39.223
2.....1.997	15.....14.886	28.....27.617	41.....40.195
3.....2.994	16.....15.871	29.....28.590	42.....41.167
4.....3.990	17.....16.855	30.....29.562	43.....42.117
5.....4.986	18.....17.838	31.....30.534	44.....43.077
6.....5.980	19.....18.820	32.....31.504	45.....44.035
7.....6.973	20.....19.801	33.....32.473	46.....44.993
8.....7.966	21.....20.781	34.....33.442	47.....45.950
9.....8.957	22.....21.761	35.....34.409	48.....46.906
10.....9.948	23.....22.739	36.....35.376	49.....47.861
11.....10.937	24.....23.717	37.....36.341	50.....48.815
12.....11.926	25.....24.693	38.....37.306	51.....49.769
13.....12.913	26.....25.669	39.....38.270	52.....50.721

## TABLE OF PRESENT WORTH VALUES

## SECOND 52 WEEKS

Weeks	Weeks	Weeks	Weeks
53.....\$51.673	66.....\$63.966	79.....\$76.115	92.....\$88.125
54.....52.623	67.....64.905	80.....77.044	93.....89.043
55.....53.573	68.....65.844	81.....77.972	94.....89.960
56.....54.522	69.....66.782	82.....78.899	95.....90.877
57.....55.471	70.....67.719	83.....79.825	96.....91.792
58.....56.418	71.....68.655	84.....80.751	97.....92.707
59.....57.364	72.....69.591	85.....81.675	98.....93.621
60.....58.310	73.....70.525	86.....82.599	99.....94.535
61.....59.255	74.....71.459	87.....83.522	100.....95.447
62.....60.199	75.....72.392	88.....84.444	101.....96.359
63.....61.142	76.....73.324	89.....85.366	102.....97.270
64.....62.084	77.....74.255	90.....86.286	103.....98.180
65.....63.025	78.....75.186	91.....87.206	104.....99.089

## TABLE OF PRESENT WORTH VALUES

## THIRD 52 WEEKS

Weeks	Weeks	Weeks	Weeks
105.....\$ 99.998	118.....\$111.737	131.....\$123.346	144.....\$134.826
106.....100.906	119.....112.635	132.....124.233	145.....135.704
107.....101.812	120.....113.531	133.....125.120	146.....136.582
108.....102.719	121.....114.427	134.....126.006	147.....137.465
109.....103.624	122.....115.323	135.....126.892	148.....138.334
110.....104.529	123.....116.217	136.....127.776	149.....139.209
111.....105.432	124.....117.111	137.....128.660	150.....140.083
112.....106.335	125.....118.004	138.....129.543	151.....140.956
113.....107.238	126.....118.896	139.....130.426	152.....141.829
114.....108.139	127.....119.788	140.....131.307	153.....142.701
115.....109.040	128.....120.678	141.....132.188	154.....143.573
116.....109.940	129.....121.568	142.....133.068	155.....144.443
117.....110.839	130.....122.457	143.....133.948	156.....145.313

## TABLE OF PRESENT WORTH VALUES

## FOURTH 52 WEEKS

Weeks	Weeks	Weeks	Weeks
157.....\$146.182	170.....\$157.416	183.....\$168.529	196.....\$179.526
158.....147.051	171.....158.275	184.....169.379	197.....180.367
159.....147.918	172.....159.133	185.....170.229	198.....181.207
160.....148.785	173.....159.991	186.....171.077	199.....182.047
161.....149.652	174.....160.848	187.....171.925	200.....182.886
162.....150.517	175.....161.704	188.....172.773	201.....183.725
163.....151.382	176.....162.560	189.....173.619	202.....184.562
164.....152.246	177.....163.415	190.....174.465	203.....185.399
165.....153.109	178.....164.269	191.....175.310	204.....186.236
166.....153.972	179.....165.122	192.....176.155	205.....187.072
167.....154.834	180.....165.975	193.....176.999	206.....187.907
168.....155.695	181.....166.827	194.....177.842	207.....188.741
169.....156.556	182.....167.679	195.....178.684	208.....189.575

## TABLE OF PRESENT WORTH VALUES

## FIFTH 52 WEEKS

Weeks	Weeks	Weeks	Weeks
209.....\$190.408	222.....\$201.177	235.....\$211.837	248.....\$222.588
210.....191.240	223.....202.001	236.....212.652	249.....223.195
211.....192.072	224.....202.824	237.....213.467	250.....223.902
212.....192.903	225.....203.647	238.....214.281	251.....224.608
213.....193.733	226.....204.469	239.....215.094	252.....225.413
214.....194.563	227.....205.290	240.....215.907	253.....226.218
215.....195.392	228.....206.110	241.....216.720	254.....227.022
216.....196.220	229.....206.930	242.....217.531	255.....227.825
217.....197.048	230.....207.750	243.....218.342	256.....228.629
218.....197.875	231.....208.568	244.....219.153	257.....229.432
219.....198.702	232.....209.386	245.....219.963	258.....230.233
220.....199.528	233.....210.204	246.....220.772	259.....231.034
221.....200.353	234.....211.020	247.....221.580	260.....231.834

## TABLE OF PRESENT WORTH VALUES

## SIXTH 52 WEEKS

Weeks	Weeks	Weeks	Weeks
261.....\$232.834	274.....\$243.176	287.....\$253.417	300.....\$263.558
262.....233.633	275.....243.967	288.....254.200	301.....264.334
263.....234.432	276.....244.758	289.....254.983	302.....265.109
264.....235.230	277.....245.548	290.....255.766	303.....265.884
265.....236.027	278.....246.338	291.....256.547	304.....266.658
266.....236.824	279.....247.127	292.....257.329	305.....267.432
267.....237.620	280.....247.915	293.....258.109	306.....268.205
268.....238.415	281.....248.703	294.....258.889	307.....268.978
269.....239.210	282.....249.490	295.....259.669	308.....269.750
270.....240.005	283.....250.276	296.....260.448	309.....270.521
271.....240.798	284.....251.062	297.....261.226	310.....271.292
272.....241.592	285.....251.848	298.....262.004	311.....272.062
273.....242.384	286.....252.632	299.....262.781	312.....272.832

## TABLE OF PRESENT WORTH VALUES

## SEVENTH 52 WEEKS

Weeks	Weeks	Weeks	Weeks	Weeks
313.....\$273.601	326.....\$283.549	339.....\$293.402	352.....\$303.164	
314.....274.370	327.....284.310	340.....294.156	353.....303.911	
315.....275.138	328.....285.071	341.....294.910	354.....304.657	
316.....275.905	329.....285.831	342.....295.663	355.....305.403	
317.....276.672	330.....286.590	343.....296.415	356.....306.149	
318.....277.438	331.....287.350	344.....297.167	357.....306.894	
319.....278.204	332.....288.108	345.....297.919	358.....307.638	
320.....278.969	333.....288.866	346.....298.670	359.....308.382	
321.....279.734	334.....289.623	347.....299.420	360.....309.125	
322.....280.498	335.....290.380	348.....300.170	361.....309.868	
323.....281.261	336.....291.137	349.....300.919	362.....310.611	
324.....282.024	337.....291.892	350.....301.668	363.....311.352	
325.....282.787	338.....292.648	351.....302.416	364.....312.094	

## TABLE OF PRESENT WORTH VALUES

## REMAINING 36 WEEKS

Weeks	Weeks	Weeks	Weeks	Weeks
365.....\$312.834	374.....\$319.477	383.....\$326.078	392.....\$332.638	
366.....313.575	375.....320.213	384.....326.809	393.....333.364	
367.....314.314	376.....320.948	385.....327.540	394.....334.090	
368.....315.053	377.....321.682	386.....328.270	395.....334.815	
369.....315.792	378.....322.416	387.....328.999	396.....335.540	
370.....316.530	379.....323.150	388.....329.728	397.....336.264	
371.....317.268	380.....323.883	389.....330.456	398.....336.988	
372.....318.005	381.....324.615	390.....331.184	399.....337.711	
373.....318.741	382.....325.347	391.....331.911	400.....338.434	

## THE JUDICIAL RECORD

As has been shown, a very large proportion of compensation claims arising in this state are settled between the parties without serious cavil. With little controversy many others are amicably adjusted with the aid of the department in the interpretation of the statute and the exercise of diplomacy. When serious contention arises, however, the judicial functions of this service become exceedingly important. In the process of arbitration by the committee and review by the Commissioner, painstaking and accuracy are vital to the stability of the service. The former procedure is necessarily so hurried that sometimes facts are overlooked and law misunderstood. In review the Commissioner has the evidence in detail before him and he has access to a wide range of department and judicial opinion. It is the official purpose, not only to reach a just conclusion, but to place before the courts the department view of the entire situation with which it is in such close contact, if the right of further appeal shall be exercised.

In many jurisdictions there has been much of clashing opinion between commissioners and the courts. In a recent publication it was observed that out of twenty cases taken to courts of last resort of various states, the department was reversed fourteen and sustained six times. The record shows that out of twenty-three decisions in the Iowa Supreme Court the department has been affirmed in cases to the number of twenty.

This Iowa record is important in its bearing upon the compensation situation. It has served to increase confidence in the service. It has promoted amicable settlement and minimized waste of litigation. It is the more important because of the well founded impression that members of our supreme court have given exhaustive study to compensation jurisprudence while disposed to sympathetically apply to opinions the fundamental elements of justice undisturbed by factors of legal technicality.

For public information and by way of precedent, cases following are given publication:



## SCOPE OF EMPLOYMENT. DEATH NOT COVERED.

Jennie Bird, Claimant,

vs.

Capital City Sand Company, Employer,  
London Guarantee & Accident Company, Insurance Carrier Defendants  
Craig T. Wright, for Claimant,  
Chandler Woodbridge, for Defendant.

*In Review Before the Iowa Industrial Commissioner*

It was decided by arbitration October 4, 1918, that this claimant was not entitled to compensation as a dependent of her husband, Ed Bird, because the death of this workman did not arise out of and in course of his employment of the defendants herein.

Review action is brought by the claimant on the ground that the committee erred in finding—

That the deceased, Bird, assumed a risk unauthorized and unjustified by his employment, and

That the action of Bird which caused his death could have in no way contributed to his employer's interest.

The facts involved are substantially as follows:

The Des Moines Sand Company obtained a sand supply from the bed of the Des Moines River through the agency of an electrically operated pump. This pump and an electric motor were located on a barge. Power was supplied by the Des Moines Electric Company, whose high tension line was located some four hundred feet from this barge. Contact was had through a line belonging to the Sand Company which ran to a meter box located near the point of contact. Upon a platform some ten or twelve feet above the ground was located the transformer of the Electric Company. Some five or six feet below this platform was the meter box in which contact was had between the wire of the Sand Company and the power current.

On the date of the accident the barge containing the electric equipment was moved to the location indicated. The connection was made between the pump motor and the meter box.

From the testimony of Robert J. McCollom, superintendent of the Capital City Sand Company in charge of the employment involved, I quote:

"Well, after we tried the motor out it worked all right and we taped the other two joints and went down to try the motor for the pump. Ed did that himself and he had no juice and he says: 'It acts just like it acted once before when we had a loose connection,' and I says, 'Yes, let's get her to going as soon as we can.' \* \* \* Well, we looked over the wires. First we went up to the transformer. He says, 'There might be a fuse blown.' Somebody said that, I don't know just who it was. Some of us went out to the transformer. Above those transformers there is three fuses clear up above the main transformer. You can see those from the ground. We looked up at those fuses and they looked all right, and went ahead and looked for loose connection all over the wire but we could not find any."

It is shown in this evidence that in looking, the men were standing on the ground near the meter box below the transformer. Quoting further from this witness:

"Well, we looked it over several times and we tied up the joint or put on the wires and then tried it and it would not work. We were standing there by the office, and Ed Bird said to Cummings (a fellow-workman), he says, 'Cummings, you go down on the boat and I will go back to the meter box and try the other fuses. I will take out one (we had an extra fuse) and put it in each place and see if it is up there,' because we had looked the line all over and it didn't seem likely it was in the line, and Amos (Cummings) says, 'All right,' and he went down on the boat and Ed went up to the meter box to try the fuse. I stayed there three or four minutes and went to the office and sat down to the phone and called the Des Moines Electric Company and told them we had trouble out there that we could not locate and just in a couple of minutes Amos came back to the office and said, 'Ed got his needs up there,' or 'got his up there,' or something like that. I sat down to the phone and called up the police department and told them to send the ambulance out there right away and I went out to the place where Ed was and the boys had him out twenty or thirty feet from the transformer kind of working with him and doing the best they could with him."

The question involved is as to whether or not in going upon the transformer to inspect the transformer Ed Bird took himself out of the scope of his employment, severing the relationship necessarily precedent to compensation benefits.

S. M. Cox, superintendent of the meter department of the Des Moines Electric Company, testified before the arbitration committee that the transformer and platform on which it was located is the property of the Des Moines Electric Company, whose duty it is to install, equip and maintain the transformers and various instrumentalities up to and including the meter which furnished this current to the Sand Company. Asked: "Does any one else have any duty or privilege of entering upon or around these transformers or platform for the purpose of any inspection or repair?" the witness replied: "They do not." The superintendent further testified that during the last seven months his company had had twelve or fourteen calls from the Sand Company for expert service when trouble arose in connection with the power supply, and in such cases expert trouble men were sent to do the work.

Superintendent McCollom was again called to testify at the review hearing before the Industrial Commissioner. The sympathies of this witness were plainly manifest all through his testimony. While careful in avoiding all distortion of facts as to what had actually occurred, he evidently said all he could to make the case appear as favorable as possible to the dependents of Ed Bird. While this tendency on that part of the witness may be decidedly creditable to his personality, it becomes necessary to give it recognition in forming conclusions involved in a just decision.

The record in this case shows that during all the term of its power contact with the Des Moines Electric service, no workman had ever attempted to solve trouble difficulty by mounting a transformer platform.

At the arbitration hearing, when Supt. McCollom was asked approximately how many times he had called the Des Moines Electric Company to send somebody out to make some repairs to transformers of this line by which the Sand Company got power, he replied, "O, probably three or four times." At the review hearing, however, when asked by defendant's counsel, "How many times in that year had you occasion to call the Electric Company out there?" the witness McCollom answered, "Several times, maybe a dozen."

Upon the occasion under consideration the record shows, as quoted herein, that after inspecting from the ground the transformer situation, the superintendent went to the office a short distance away to telephone the Electric Company for expert assistance. This had evidently been the practice in such emergencies. It was the only logical thing to do. The record is scrutinized in vain for any direction, specific or otherwise, or any wish, express or implied, by the superintendent that the workman Bird might, could or should help the situation by mounting the transformer platform. It is reasonable to assume that McCollom expected nothing of the kind. Just a little evidence at this point as indicated would have established this claim, would have given standing to the sympathetic assumption that Ed Bird was within the scope of his employment in assuming the hazard of closer contact with the deadly high power circuit. It is only fair to assume that the workman was in good faith attempting to contribute to the interests of his employer, but his act was so illogical and unreasonable, so much beyond the practice of the employment, so evidently without the intention or expectation of his superintendent, so remote from any practical agency of relief, that his employer cannot be held for the results of his rash and unreasonable endeavor.

Glass on "Workmen's Compensation" declares that, "It is not sufficient that the injury occurs in the course of the employment, it must also arise out of the employment. \* \* \* \* that the workman must satisfy both branches of the requirement in order to be entitled to compensation." Also, "It may be stated generally that the phrase 'out of and in course of employment' embraces those accidents which happen to a servant while he is engaged in the discharge of some function or duty which he is authorized to undertake and which is calculated to further, directly or indirectly, the master's business." Further quoting: "Where the workman's act subjects him to a known and imminent risk to which ordinarily he is not subjected, an injury arising therefrom will be held not to arise out of the employment."

Honnold on "Workmen's Compensation," says: "The accident causing the injury must arise out of the work or business being done for the master either by direct or implied authority." But the workman "is not employed to do things which are unreasonable or expressly forbidden."

Where an employe voluntarily puts himself in a place of danger where he is not required to go, the employer is in no way responsible for the resulting injury. This principle is well established in *George Fowler*

*Sons & Co. vs. Brooks*, decided by the Supreme Court of Kansas and reported in *Pacific Reporter* at page 600. Brooks was an employe of the defendant company as a carpenter. His particular work was to cut the hoops of a vat, and take down and number the staves so they could be easily re-set. Truckmen wheeled the staves and other parts to a new location within the plant. When the last was being moved, Brooks accompanied the truckman. It was a heavy load and going down an incline Brooks undertook to help by going along side of the truck and placing his hand on the load. In some way he got in front of the truck and was injured. The truckman testified his assistance was not required, that he had never previously helped them. Hence the court declares: "He voluntarily put himself into a place of danger, a place where he was not required to go, and for the resulting injury the company is not in any way responsible." The fact that this workman was doubtless imbued with the motive of helping along the work with which he was connected did not suffice to justify him for the assumption of risk involved.

The Supreme Court of Minnesota hands down an opinion in point in *State ex rel Miller vs. District Court of Hennepin County et al.* reported in 164 N. W. Rep., 1012. The plaintiff a messenger boy seventeen years old, was sent on an errand by an employe of defendant having authority so to do. It is related that the boy was unusually busy that day and in his haste to return to the office to continue his duties he climbed upon an automobile truck which was proceeding in that direction, and while so riding he slipped on a roller upon the floor of the truck, and became tangled in the gears thereof and was severely injured. The majority of the Court joined in the opinion "that plaintiff's employment was such that reasonable men could not conclude that as an incident thereto it might be expected that the hazard of an accidental injury from obtaining rides on passing vehicles was connected therewith." Hence the judgment of the lower court in denying compensation was affirmed. No doubt this young man in good faith boarded the truck for the purpose of gaining time to apply to the use and benefit of his employer. But evidence of such good faith and virtuous intent on his part did not relieve him of the responsibility involved in the risk of taking an unusual means of performing his service.

One of the most noted decisions in the compensation jurisprudence of the United States is the *McNicol* case by the Supreme Court of Massachusetts, 102 N. E. 697. Quoting:

"It is sufficient to say that an injury is received 'in the course of employment when it comes while the workman is doing the work he is employed to perform. It arises 'out of the employment when there is apparent to the rational mind upon consideration of all the circumstances, a causal connection between the conditions under which the work is required to be performed and the resulting injury. Under this test, if the injury can be seen to have followed as a natural incident of the work and to have been contemplated by a reasonable person familiar with the whole situation as a result of the exposure occasioned by the nature of the employment, then it arises out of the employment. But it excludes an injury which cannot fairly be traced to the employment as

a contributive proximate cause and which comes from a hazard to which the workman would have been equally exposed apart from the employment."

The case at bar cannot be made to square with these conditions. There is not "apparent to the rational mind upon consideration of all the circumstances a causal connection under which the work is required to be performed and the resulting injury." The injury did not follow "as a natural incident of the work" and was not "to have been contemplated by a person familiar with the whole situation as a result of exposure occasioned by the nature of the employment."

In the adjustment of compensation relationship it cannot be assumed that a workman is justified in the performance of service not required by his employment, not expected by his employer, wholly unusual and extremely perilous in character, simply because his will to serve is apparent. He is not relieved from the responsibility of exercising reasonable precaution when he assumes to take matters into his own hands and perform service extraordinary in character and without practical promise of actual assistance.

The several employes of the Sand Company testifying in this case gave evidence of knowledge that they well understood the peril of contact or proximity to the high tension wires. Ed. Bird knew much of the nature of electric peril through the character of his employment. He was well aware when he mounted the platform under the transformer that he was performing an act never before attempted in his experience of many months in this service and an act which he was not requested or required to perform, which had not been ordered, suggested or implied by his superintendent. The superintendent says there was service to perform for the employer on the transformer platform in that, if Bird had been able to locate the trouble there, time and money might have been saved to the employment. He could have easily made this apparent, however, and given the workman protection by any sort of order, direction, suggestion or intimation to him to depart from the invariable custom of avoiding the platform to do what he subsequently says he might have done. The superintendent evidently had no such thought in mind when he took the course heretofore absolutely adhered to of calling for expert assistance from the Electric Company under such circumstances.

WHEREFORE, it becomes necessary to affirm the decision of the arbitration committee which found that Ed Bird assumed a risk unauthorized and unjustified by his employment, an act which took him out of the scope of his employment, an act which did not arise out of his employment by the defendant company.

Dated at Des Moines, Iowa, this 27th day of November, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

### DEATH—ELECTRICAL SHOCK NOT PROXIMATE CAUSE

Mrs. Charles A. Flint, Claimant,

vs.

City of Eldon, Employer,  
Continental Casualty Company, Insurer,  
Roberts & Webber, for Claimant,  
Murphy O. Tate, for Defendants.

#### *In Review Before the Iowa Industrial Commissioner*

In the employ of this defendant, Charles A. Flint suffered a personal injury on the 30th day of October, 1918, in the course of and arising out of his employment, dying February 3, 1919. It was found by an arbitration committee on October 30, 1919, that his death resulted from the acceleration of a pre-existing condition of the heart as a result of the injuries aforesaid.

The record discloses the facts in this case to be substantially as follows:

On the 30th day of October, 1918, and for several years prior thereto, Charles Flint had been performing the general duties of superintendent of the Municipal Light Plant at Eldon. In the line of duty on the date aforesaid, while screwing an incandescent light globe into a socket on one of the small street lights, he received an electric shock which felled him to the ground. The shock was somewhat stunning in effect, though it would not appear he was wholly unconscious for any length of time thereafter, and was soon able to walk down to the power house before proceeding to his home. He remained at home for four days, complaining of soreness all over his body, not being confined to his bed, nor being undressed during the daytime. He returned to his usual work on November 3d, pursuing the same continuously until the 30th day of November, 1918, and in the meantime keeping up his customary choring about home out of working hours. In the early part of January he became so ill as to be confined to his bed, his death ensuing February 3, 1919.

The only question at issue in this review is as to whether or not the arbitration committee was justified in assuming that the injury of October 30, 1918, was the proximate cause of the death of Charles Flint on February 3, 1919. Therefore, conclusion must be reached largely upon consideration of the medical evidence submitted at the arbitration hearing and made a part of this record.

Dr. S. H. Sawyers had for a year or two been the physician of Charles Flint. He was first consulted by Mr. Flint either early in 1918 or latter part or 1917 relative to symptoms which had caused apprehension, when he was advised to abandon work for awhile and take a much needed rest. At that time his case was diagnosed as dilation of the hearth and acute indigestion. During the summer of 1918 the patient came to Dr. Sawyers' office a time or two, the doctor says, when he gave him some heart tonics and something for the stomach. Repeated

his advice to Flint to give up his work and take a rest, as he then considered his condition serious.

The first medical attention the workman received after the accident was in the latter part of December, and from that time on until death this doctor had the case in charge. The death certificate which he made out gave the cause of death as organic heart trouble. Dr. Sawyers testifies that he did not consider that the electric shock received by Flint October 30th "in any way materially contributed to the death or caused his death." While rigid cross examination has put into the record statements that might be taken to in some degree shade this opinion, it is evident from careful reading that Dr. Sawyers does not believe the electric shock to have been the proximate cause of this death.

Dr. J. C. Moore, of Eldon, was in counsel with Dr. Sawyers over this case once between the time of the injury and the death. Thought the date was in December. Responding to hypothetical interrogatory Dr. Moore gave it as his opinion that such an injury as this case involves would tend to hasten the death of the workman.

Dr. E. R. Newland, a practicing physician at Drakesville, examined Charles Flint twice in one day or two before he died. He is of the opinion that the accident of October 30th contributed to the death of the workman.

Dr. John Hamilton of Cedar Rapids was called by this defendant as an expert witness, because of the fact that in his practice he has to do with a great many cases involving electric shock in connection with his duties as chief surgeon of the Aurora Railway & Light Company, which operates in two hundred and sixty-six towns in Iowa. Exhaustive cross examination of this witness would seem to have utterly failed to shake his opinion that the accident of October 30th could not have been the proximate cause of the death of this workman on February 3rd.

Dr. M. Bannister of Ottumwa, in reply to hypothetical query, testified this man died of organic heart trouble. Basing his opinion upon the fact that the man was able to work from November 3rd to December 30th, he declared the electric shock had nothing to do with the death.

The testimony of five doctors is submitted. The only medical support to this case is given by Dr. Moore who saw the workman one time, and Dr. Newland who examined him twice a few days before his death. Such limited contact with the case would seem to give to Dr. Moore and Dr. Newland very little, if any, better basis for judgment as to the cause of this death than if they reasoned wholly from hypothetical inquiry. Dr. Sawyers had for a considerable time previous to this injury been Mr. Flint's physician. He had definite professional knowledge as to the dilated condition of the man's heart, which he knew to be serious and threatening. He was able to acquire all information possibly available connecting the injury with the death, if such connection might be established. As the family physician of the Flints and naturally in sympathy with their financial needs, the presumption is he would be inclined to go as far as he could as an honorable professional

man in the endeavor to secure for them compensation award. Evidently, Dr. Hamilton is by far the best equipped of any physician called to pass upon strictly medical issues involved, on the basis of large experience and widely recognized skill in this line of practice. In view of the standing of this doctor in his profession, the Commissioner is not disposed to be influenced by a tendency of counsel to discount his testimony on the basis of ulterior motives. Dr. Bannister of Ottumwa, a physician of excellent repute and high moral standing agrees with Dr. Hamilton in the conclusion that it may not be reasonably assumed that the accident of October 30th was the proximate cause of death February 3rd.

The pre-existence of heart disease in no way tends to deprive a workman of compensation if it may be shown that accidental injury actually occurred, and that such accidental injury is shown to be the proximate cause of death at a time when it would not otherwise have occurred. It must be borne in mind, however, that the burden is on the claimant to establish beyond all reasonable doubt the co-relation of circumstance necessary to such a conclusion.

The authorities all agree that an arbitration committee, or an industrial commissioner, is not justified in the exercise of conjecture to any degree whatever in the award of compensation payment. That it is within the range of possibility that the accident of October 30th was the cause of the death of Charles Flint on February 3rd, is not sufficient basis for such an award. That such a result might have occurred even that it may have occurred, does not come within the range of legal requirement. It must be shown that the death of this workman at the time it occurred, must have been an actually was due to the injury in question beyond all reasonable doubt.

The opinion of Dr. Hamilton that in cases of electric shock death is either immediate or the patient recovers and suffers no permanent effects from his injury, seems to be based on common experience. While there may be exceptions to this rule, it has distinct bearing upon a case of this kind.

The condition of the workman following the accident is to be considered. He was not be ridden at all. He returned to his work in four days and for weeks performed not only his usual round of duties but had extraordinary burdens, as is shown in the transcript of evidence. Emphasis is laid upon the fact that the workman continued his labors when he was unable to do so because of an exigency created by the illness of his assistant. It is to be remembered, however, that practically a month elapsed between the time of Flint's return to service and the illness of his assistant which took him out of service. During these weeks he might have favored himself by performing partial service, but he did not do so. No physician was called by Flint until the latter part of December, after he had for weeks been burdened with excessive toil because of the absence of his assistant. It is not unreasonable to assume that such excessive toil, rather than the injury of October 30th may have been the proximate cause of a breakdown which hastened

the death of this workman. The fact that he did not call a physician for six or seven weeks following the injury would afford substantial ground for the assumption that his condition was not serious, but that it became serious when he had been for several weeks under the strain of excessive requirement.

It is the established policy of compensation jurisdiction everywhere to resolve minor doubts in favor of an injured workman, or, in case of his dependents. It is understood to be the rule in cases where the scales are evenly poised to decide in favor of such workman or dependents. This sympathetic tendency is well founded and properly exercised, but it must not be permitted to defeat the ends of justice where an attempt to establish compensable injury cannot be supported by the proof required by law. The integrity of the service and its establishment in the confidence of the public depends upon a determination to establish decisions without undue favor or by ignoring the plain essentials of law and precedent.

Claimant having failed to meet the requirements of the burden of proof in this case, the arbitration committee erred in its finding that the accident of October 30, 1918, was the proximate cause of the death of Charles A. Flint on February 3, 1919.

WHEREFORE, it becomes necessary to reverse the arbitration decision, and it is, accordingly, so ordered.

Dated at Des Moines, Iowa, this 15th day of January, 1920.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Reversed by District Court. Pending in Supreme Court.

#### OUTSIDE SCOPE OF EMPLOYMENT—MANSLAUGHTER—NOT ACCIDENTAL INJURY.

Mrs. Alice Mavity, Claimant,

vs.

Chase Bros. Inc., Employer,  
United States Fidelity & Guaranty Company, Insurance Carrier,  
Defendants.

C. J. Ellier, for Claimant,  
Miller, Kelly, Shuttleworth & Seeburger, for Defendants.

#### *In Review Before the Iowa Industrial Commissioner*

In arbitration May 7, 1920, compensation was denied this claimant on the ground that the fatal injury suffered by Robert Mavity January 3, 1920, was caused by the willful act of one Chris Kachogeanis directed against the deceased workman.

By stipulation, much testimony submitted to the District Court on the trial of Kachogeanis for the crime of manslaughter was submitted in arbitration and became a part of this record.

On January 3, 1920, and for some time previously, Robert Mavity had been employed in the delivery service of Chase Brothers, retail grocers in the city of Des Moines. On the date in question, in company

with a fellow employe, on the ordinary round of delivery, he called at the kitchen of the Elliott Hotel Cafe, located on Fourth Street, which they entered through a door of the basement on the alley side of the structure. They deposited purchases of groceries, and as Mavity was about to pass out of the door a large knife from the hand of Chris Kachogeanis, cook of the establishment, struck him in the leg between the thigh and the knee inflicting a wound which caused his death later in the day.

On the part of the employer, compensation is denied on the grounds that:

1. This injury and death did not arise out of the employment of Robert Mavity;

2. That the wound which caused the death of deceased was due to the willful act of Chris Kachogeanis which, under subsection (f) of Section 2577-m16, Supplement to the Code of 1913 falls without the coverage of the Workmen's Compensation Statute of the State of Iowa.

If the fatal injury of this deceased was the willful act of Chris Kachogeanis, then recovery cannot be justified. If it occurred without willful intent, and as the result of an accident, as contended by counsel, the question is—did it arise out of the employment?

In *Griffith vs. Cole*, 183 Iowa 415, appears exhaustive and comprehensive reasoning bearing upon this case. Therein it is well stated.

"There must be proof that the injury arose out of such employment. The burden is on the claimant. It is not discharged by creating an equipoise. It requires a preponderance. \* \* \*"

"It must appear by a preponderance that there is some causative connection between the injury and something peculiar to the employment (*Jones vs. United States Mut. Acc. Assn.*, 92 Iowa 652); that it resulted from some risk reasonably incident to the employment, because 'out of' involves the idea that the injury is in some sense due to the employment (*Fitzgerald vs. W. G. Clarke & Son*, 2 K. B. (1908) 796); a causative danger peculiar to the work, and not 'common to the neighborhood,' an injury fairly traceable to the employment as a contributing cause,—to some hazard other than one to which the workman would have been equally exposed though in a different employment (*McNicol's case*, 215 Mass. 497 (102 N. E. 697); a hazard peculiar to the business which is 'the immediate cause' of the injury (*Roger vs. Paisley School Board*, 1 Scots Law Times (1912), 271, and see *Robson, Eckford & Co. vs. Blakey*, 5 B. W. C. C. 536); an injury due to something more than the normal risk to which all are subject, which, at the least, means that the employment necessarily accentuates the natural hazard attendant upon work done in the course of the employment (*State vs. District Court*, 129 Minn. 502 (153 N. W. 119))."

Further quotation might be made from this opinion in support of the evident attitude of the court, and compensation authorities abound in kindred logic definitely defining the requirements of the compensation fundamental—arising out of the employment.

The injury suffered by Mavity was by no means peculiar to his employment. If it were the result of an accident, it was one common to all persons for any reason entering the kitchen of the Elliott Cafe for any purpose whatsoever. The fact that the blow happened to strike a

delivery boy is merely incidental. Any passer by would have been equally exposed to this alleged accidental peril. Had this unfortunate workman been in employment where knives were in common use all about him and where, wholly without intent, accidents might naturally arise from such a situation, he might have been injured in a manner clearly entitling him to recovery. Just as a chance business caller, however, his relation was wholly different, so different that contention of counsel utterly fails in its purpose establishing the fundamental fact that this injury arose out of as well as in the course of employment.

If it were held otherwise, however—if it could be held that this injury, occurring as an accident, demanded an award of compensation, is such relief justified by the facts in this case? That is, to say, does the record prove willful intent on the part of Chris Kachogeanis?

Evidence submitted to the District Court, and by stipulation made a part of this record, tends to show this injury to have been the result of a spasm of temper. The outside door of the kitchen through which the workman had entered was left open and gusts of cold air were cooling the food prepared by the cook for guests of the cafe. The workman was peremptorily, if not angrily ordered to "get out."

Counsel claims that as Kachogeanis pointed emphatically to the door, the knife slipped from his hand in an accidental manner. Evidence shows the workman to have been some fifteen feet distant. The knife pierced his khaki trousers and two suits of underwear then passing almost entirely through Mavity's leg. It is wholly unassumable that such force could have been given the deadly weapon in the act of pointing to the door to emphasize the demand for closing the same.

Conscious guilt on the part of the cook was evidently the cause of his disappearance shortly after the infliction of this injury. It was necessary for officers of the law to make a second search through the basement of the building before finding him as a fugitive in a crouching position in an areaway under the sidewalk.

On the way to jail it is shown that he exclaimed "Don't care if he is" when informed by an officer that his victim was likely to die. In justification of this feeling, he charged Mavity with cursing him and calling his a vile name, a charge wholly unsupported by the record. Not until the next morning did Kachogeanis put up the plea that the knife had slipped from his hand. Even then, he indicated offensive language on the part of Mavity, an unnecessary proceeding if the injury was wholly accidental, as he then claimed.

Counsel stated in argument that in the criminal proceeding the court instructed the jury that if they found this death occurred by the slipping of the knife in question from the hands of defendant in an accidental manner, he should be found not guilty. It is a matter of common knowledge that the jury found for the State, and that the criminal is serving a term in the penitentiary for willful intent against the person of Roberty Mavity.

Open-minded scrutiny of this record compels the conclusion that

Robert Mavity died as a victim of willful intent on the part of Chris Kachogeanis, and since the statute in subsection (f) of Section 2477-m16, Supplement to the Code of 1913, specifically declares that "injury and personal injury shall not include injury caused by the willful act of a third person directed against an employe for reasons personal to such employe" this case cannot fall within the list of injuries for which compensation is legally provided.

The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 3d day of September, 1919.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Pending in District Court.

#### DEATH IN CYCLONE—ACT OF GOD

Nettle Reid, et al, Claimants.

vs.

Automatic Electric Washer Company, Incorporated, Employer,  
Globe Indemnity Co., Insurance Carrier.

O. P. Myers, for Claimant;

H. H. Parmenter, for Defendant.

#### *In Review Before the Iowa Industrial Commissioner*

George Reid lost his life in a cyclone at Newton on the 23d day of May, 1918, in the employ of the Automatic Electric Washer Company, Incorporated.

Arbitration finding was for defendant upon the conclusion that the death of the workman "was brought about by an act of God rather than by the employment."

Review is instituted by dependent parents upon the ground that the facts in evidence do not support the finding of the arbitration committee. Counsel also avers that arbitrator for defendant was appointed by insurance carrier, the employer being denied the right of making such appointment; that the Globe Indemnity Company was not within its rights in making such appointment because it was not a party herein as contemplated by law.

It has always been assumed that the insurance carrier, being the party defendant chiefly concerned, was the defendant and the only defendant authorized to select an arbitrator. Since this service was instituted in the State of Iowa this assumption has never been called in question. Having passed his liability to the workman on to the insurance carrier, the employer has no financial interest in the result of the arbitration, and it would be a gross miscarriage of justice for him to be permitted to make this appointment.

The anomalous contention of claimants that the action of the arbitration committee should be defeated on the ground that they could not be represented in arbitration by two friendly arbitrators is, to say the least, extraordinary. It is the privilege of an insurance carrier to ex-

ercise every legal right to defeat a claim for compensation believed to be unjust or unlawful. To say that an employer who has shifted all financial responsibility upon an insurer should be permitted to join with the workman in the endeavor to place the only defendant financially involved at a disadvantage in controversy growing out of the adjustment of compensation claims is to ignore the most ordinary elements of judicial fairness.

George Reid was at work on the second floor of the plant of his employer when the alarm was sounded calling workmen to seek safety from the approaching storm. His father testifies that as he was approaching the stairs leading to the first floor, he met the son coming back on the run, that is to say, running away from the stairway through which workmen were seeking escape.

It is the contention of claimant that he was returning for the purpose of closing windows in the south side of the building.

Defendant suggests the theory that, finding the stairway commonly used in a congested condition from a rush of workmen, he turned back for the purpose of seeking exit at another stairway going to the first floor.

There is no tangible support for the contention of claimant apart from the affidavit of Edward J. Newquist, at the time of the accident timekeeper for the defendant corporation, in which he says:

"I met George Reid, who went to close a window, and I started to help him, but before I reached him the crash came catching both of us. I was unconscious for some time. I remember that George has passed beyond the part that was afterwards wrecked by the storm, but came back to close the windows, a duty which his position required him to perform, and while so doing lost his life."

Subsequent to the storm Newquist entered the army and this affidavit was made at any army post.

Affidavits are admitted in evidence in compensation hearings for the purpose of corroboration, but standing alone are not assumed to be available for the establishment of vital issues.

The record does not justify the assumption that the purpose of closing windows was in the mind of George Reid when he was caught in the collapsing building. It is incumbent upon the claimant in all compensation cases to establish by preponderance of evidence vital issues involved. However plausible conjecture may appear, it is not sufficient basis for an award. The question uppermost in this consideration is, Did the death of George Reid arise out of and in course of his employment? The record does not establish this essential basis of compensation, either in fact or in law. If it were assumed that this workman was at the time of his fatal injury bent upon the purpose of closing the windows as claimed, this fact is not established, and if it were established there would yet be wanting elements of compensable relationship deemed essential in compensation jurisdiction generally.

A little more than a year ago the Supreme Court of Iowa handed down a comprehensive and exhaustive opinion in the case of Griffith vs.

Cole Brothers, 165 N. W., 677, which is to a considerable extent analogous to the case at bar. Suit was brought to recover compensation on account of the death of a workman killed by lightning late in the evening while in a boarding tent supplied by his employers. In the attempt to elucidate through judicial opinion the principles involved in this pending action, I cannot do better than to quote from Griffith vs. Cole Bros. at considerable length, including citations submitted by the court:

"Concede that he was in the course of his employment while thus in the tent awaiting his bedtime, or supervising other employes in getting ready for bed, and still there must be proof that the injury arose out of such employment. The burden is on the claimant. It is not discharged by creating an equipoise. It requires a preponderance. See Eisentrager vs. Railway, 160 N. W. 311; In re Savage, 22 Mass. 205, 110 N. E. 283. "The burden of furnishing evidence from which the inference can be legitimately drawn that the death of an employe was caused by an accident arising out of and in the course of his employment rests upon the claimant. Barnabus vs. Colliery Co., 103 L. T. R. 543. It must appear by a preponderance that there is some causative connection between the injury and something peculiar to the employment (61 N. W. 485); that it resulted from some risk reasonably incident to the employment, because 'out of' involves the idea that the injury is in some sense due to the employment (Fitzgerald vs. Clark, 2 K. B. 769) — a causative danger peculiar to the work, and not common to the neighborhood,' an injury fairly traceable to the employment as a contributing cause, to some hazard other than one to which the workman would have been equally exposed though in a different employment (In re McNicol, 215 Mass. 497, 102 N. E. 697, L. R. A. 1916A, 306); a hazard peculiar to the business which is 'the immediate cause' of the injury (Roger vs. School Board, 1 Scots Law Times, 271; and see Robson vs. Blakely, 5 B. W. C. C. 36); an injury due to something more than the normal risk to which all are subject, which at the least means that the employment necessarily accentuates the natural hazard attendant upon work done in the course of the employment (State vs. District Court, 153 N. W. 119.)

"The words 'out of' involve the idea that the accident is in some sense due to the employment. Barnabus vs. Colliery Co., 103 L. T. R. 543; Fitzgerald vs. Clarke, 2 K. B. 766. It is said in Hopkins vs. Sugar Co., 150 N. W. 325:

"An employe may suffer an accident while engaged at his work, or in the course of his employment which in no sense is attributable to the nature of or risks involved in such employment, and therefore cannot be said to arise out of it."

"In re McNicol, 215 Mass. 497, 102 N. E. 697, wherein recovery for injury by lightning is denied, it is done because no causal relation or peculiar exposure appears, and it is said that while the injury need not have been foreseen or expected, yet 'after the event it must appear to have had its origin in a risk connected with the employment and to have flowed from that source as a rational consequence'; and that there can be a recovery only 'when there is apparent to the rational mind, upon consideration of all the circumstances,' there exists 'a causal connection between the conditions under which the work is required to be performed and the resulting injury. \* \* \* The causative danger \* \* \* peculiar to the work \* \* \* incidental to the character of the business.'"

The court further says:

"All that is requisite is that the employment be of such nature as that in reason the employe is more exposed to hazards from lightning than is one in some other employment."

Later in this decision is cited *Klawinski vs. Ry.*, 152 N. W. 213, as follows:

"There is no doubt that it was the legislative intent to compensate workmen for injuries resulting in industrial accidents, and that such compensation is charged against the industry because it is responsible for the injury."

Also the court says:

"And in *Hoenig vs. Ind. Com.*, 150 N. W. 996, that the law assumes 'to provide compensation of industrial accidents only—those growing out of employment and caused by the industry. \* \* \* those caused by the industry and chargeable to the industry. And it does not apply to injuries resulting from those forces of nature described in the common law as acts of God; such forces as are wholly uncontrollable by men.'"

If the spirit and purpose of the law and the courts is understood, the reasoning submitted justifies the conclusion that the arbitration committee did not err in finding that the dependents of George Reid are not entitled to compensation for the reason that his accidental death "was brought about by an act of God rather than by the employment."

Decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 11th day of January, 1919.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Affirmed in District Court. Reversed in Supreme Court.

#### DEATH—PROXIMATE CAUSE IN ACCIDENTAL INJURY.

Mrs. Martin Nicholson, Claimant.

vs.

National Union Coal Mining Co., Defendant,  
Maryland Casualty Company, Insurance carrier,  
John T. Clarkson,  
Fred C. Huebner, for Claimant;  
Miller & Wallingford, for Defendants.

#### *In Review Before the Iowa Industrial Commissioner*

On the 7th day of March, 1918, at Albia, this decision was reached by an arbitration committee:

That Martin Nicholson suffered a personal injury on the 12th day of September, 1916, in the course of and arising out of his employment by the National Union Coal Mining Company resulting in severe contusion of the back in lumbar region, two broken ribs, abrasion over hips and pelvis, abrasions over anterior lower third of leg, bones in foot broken, and other injuries; that these injuries, particularly fractured ribs and injury about the ribs, contributed to the death of the injured workman which occurred August 2, 1917.

Whereupon compensation in the sum of \$5.00 a week for a period of 300 weeks was awarded, together with other statutory remedy.

Review proceeding is brought by defendant on the ground that the arbitration committee acted without and in excess of its powers; that the facts found by said committee do not support its decision that there

it not sufficient competent evidence in the record to warrant the same.

No controversy arose as to the compensation relationship of Martin Nicholson with this defendant company. Compensation was paid as by law provided until the date of his death as appears herein. It was then assumed by the defendant that the death of this workman was not due to his injury for which compensation had been paid and that all obligation imposed by law had been discharged.

It is the contention of claimant that Martin Nicholson died with his injury of September 12, 1916, as the proximate cause, which would impose upon the defendant liability to the extent of 300 weeks of compensation including payments already made.

This, therefore, becomes the sole issue involved: Was the death of Martin Nicholson on the 2d day of August, 1917, due to his accidental injury sustained in the employ of defendant on September 12, 1916?

The record shows that the death of Martin Nicholson had as its immediate cause the disease known as pleurisy. The contention of claimant as to proximate cause is justified only on the theory, sustained by competent evidence, that the very serious accidental injuries, the surgeon's operation, the necessary confinement, the entire change of habits, so reduced the vitality of the workman as to make him more susceptible to infection and to substantially reduce his capacity to resist the inroads of the same.

Glass on "Workmen's Compensation" on page 133, says:

"Death may be found to be the result of an injury where such injury left the workman in a debilitated condition and unable to resist a disease subsequently intervening."

In Note 78 on the same page of this authority is a British case wherein it was found "the arbitrator may find that death results from the injury where the workman fell from a ladder and received severe shaking and bruising and an injury to his ankle and died about a month thereafter of appendicitis and consequent peritonitis, and during the month between the injury and death he was in a low state of health and suffered severe pain."

Following, in the same Note 78, in another British case, it is held "death may be found to result from the injury though the workman had recovered from the direct effects of it and the death occurred thirteen months after, if the workman was in a debilitated condition and the bronchitis of which he died only hastened his death."

Honnold on "Workmen's Compensation," page 489:

"All physical consequences and diseases result from an injury when there is a causal connection between them. It does not prevent disability or death from being due to an injury arising out of the employment that the immediate cause was a disease, where the disease or its consequence was caused by the injury or by lessened vitality due to the injury."

In Bradbury's "Workmen's Compensation" on page 577 is reported



th case of Majeau vs. Sierra Nevada Wood & Lumber Co., decided in Cal. Ind. Acc. Com., 443, as follows:

"Where a lumberman suffered a fracture of the leg and was confined to the hospital thereafter coming down with pneumonia and died as a result thereof, the death being caused by his poor physical condition, it was held that such pneumonia was the result of confinement and fracture due to the fractured leg, and that the death was the proximate result of the accident and arose out of the employment."

On page 580 of Bradbury we find the case of Merritt vs. Travelers Ins. Co., 2 Mass. Ind. Acc. Bd., 635, as follows:

"By reason of an accidental injury an employe became partially paralyzed and for a year was totally incapacitated for work and then contracted pneumonia and died in consequence thereof. It was held on the medical testimony that because of exhausted vitality and reduced power to resist the attack of pneumonia there was a causal connection between the death and the injury, and that the death was caused by a personal injury arising out of the employment."

In Luisi vs. C. G. W. Ry. Co., 155 Iowa, 458, is found this significant judicial conclusion:

"If it be shown that the plaintiff's physical injury superinduced or contributed to the producing of pneumonia, the defendant is liable therefor; if pneumonia results from an injury which renders the person susceptible thereto, the injury is a predisposing cause of pneumonia."

Terre Haute & Indianapolis Ry. Co. vs. Buck, 96 Ind., 346, is very much in point:

In stepping from a railroad train upon what was assumed to be a depot platform but proved to be trestle work from which he fell, a serious injury was sustained by plaintiff. Typhus malarial fever developed from which he died. Defendant denied liability. In finding for claimant the court reached this conclusion:

"Counsel for the railroad company assumes that the fever from which the plaintiff's intestate died was an independent cause entirely separate from the injury received by the fall from the trestle work. The evidence does not warrant this assumption for it shows that the injury concurred in producing the fever, also in producing an enfeebled condition which incapacitated the injured man from resisting the inroads of disease. There was not only a condition created which made it probable that the intestate would take on the disease, but there was also an enfeeblement of system which impaired his power to repel disease."

These decisions and many others of like character that could be cited would seem to have clearly established a line of reasoning which is coming to be commonly accepted in compensation jurisdiction.

Does the record justify the assumption that the facts in this case would include it within such line of decision and reasoning?

Dr. Eschbach of Albia testifies that he examined this workman in February or March, some six months after his accidental injury. He says he "found him able to hobble around the house and out in the yard to some extent. He was suffering from the results of an injury which had injured his shoulder and left it with lessened mobility and with con-

siderable soreness and pain and with a fractured rib and aches and pain on the right side. He had a great deal of soreness and pain in the right side. The knee and right leg had been injured and the foot had been crushed to some extent. \* \* \* \* \* It was very badly swollen and very painful." Dr. Eschbach saw claimant once or twice after that at his office. The swelling had subsided to some extent, but the soreness and lack of mobility remained about the same and the pain on the right side was more or less constant. He also saw him in his last sickness and found him in a condition of acute pleurisy with effusion and spitting blood. This doctor thinks the injuries referred to "contributed to the producing of pleurisy; that they made him less able to resist its encroachment." After a very searching examination and cross-examination, Dr. Eschbach adhered to the conclusion that he "felt very strongly" that the injuries in question were "a contributing cause" of this death.

Dr. T. E. Gutch of Albia, called by the defendant, testified that he believed "the right leg and one or two ribs broken and more or less contusion all over the body." Also, that "the possibility was by reason of the infirmity and general run down condition that it practically contributed to his injury. His life was probably shortened." "I think it possible that his injury did shorten his life." "It helped to shorten his life by weakening his vitality, which it undoubtedly did." Dr. Gutch admitted the injury "might make the pleurisy more severe."

Dr. Louis Schooler, called by defendant, to the question:

"Any severe injury which a man sustains which permanently disables him and the internal organs in any way naturally weakens his powers of resistance?" answered, "Yes, sir."

Q. He is more susceptible to the contraction of disease because of that?

A. No, he may not be more susceptible, he may have less power to resist.

Q. An injury could be one of the contributing causes of a man's death—is that right?

A. His loss of vitality would contribute to a fatal termination sometimes.

Q. Suppose after he sustained an injury and was totally disabled—say ten or twelve months—was not able to do any kind of work and confined to his home most of the time by an internal injury, in his weakened condition he would be less able to throw off disease and germs, would he not?

A. He would.

Q. In that respect at least such an injury would contribute to his disease?

A. It might.

It is established beyond all question that the injuries of Nicholson were of a very serious character. The fact that he was a man well advanced in years have had to do with the grave consequence following the slow recovery, the continuing pain, the enduringly lowered vitality, etc. Be this as it may. The Iowa law affords no justification for giving any consideration such as to discount the infirmity of age where accidental injury results in serious consequences. On the other hand, it may be said that a much younger man would have been very substantially af-

feted by the experience of Martin Nicholson. An accident resulting in two broken ribs, a broken leg, a crushed foot, and other injuries, might easily be assumed to be so serious in consequence as to produce many months of total disability, together with lowered vitality, increased susceptibility, together with lowered vitality, increased susceptibility to infection, and minimized powers of resistance.

It is to be remembered that under the line of decision and reasoning in many jurisdictions, it is only necessary to establish that the injury was a contributing factor in case death results from subsequent disease. It is by no means necessary to prove that the injury directly promoted the disease or was in any way immediately responsible for the same.

Under the evidence in this case, and in line with established judicial opinion, the conclusion is reached that the injury of September 12, 1916, was the proximate cause of the death of Martin Nicholson on August 2, 1917, and that the committee of arbitration did not err in so finding.

The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 20th day of December, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

#### SCOPE OF EMPLOYMENT ABANDONED IN UNWARRANTED HAZARD

Dorothy Christensen and daughters, Dorothy  
and Esther Christensen, Claimants.

vs.

Hauff Brothers, Employers,  
Iowa Mutual Liability Insurance Company, Insurance Carriers,  
C. R. Metcalf, for Claimants.  
Sampson & Dillon, for Defendants.

#### *In Review Before the Iowa Industrial Commissioner*

On the 7th day of June, 1916, in the course of his employment by these defendants, Henry M. Christensen lost his life in the endeavor to board a flat car of a moving freight train.

On the 10th day of September, 1918, it was decided in arbitration that the deceased "went beyond the scope of his employment" in the incident which resulted fatally, and hence his dependents are not entitled to compensation benefits.

The facts in this case are substantially as follows:

The firm of Hauff Brothers at the time of this accident were engaged in the farm machinery and hardware business at several points in their vicinity with headquarters at Hinton, in Plymouth county. For some time previously, Henry Christensen had been in their employ, latterly as manager of their business at the town of Struble, some twenty miles distant from Hinton.

In response to a call from the home office the employe came from

Struble to Hinton on the evening of June 6th, the day before the accident in question. As passenger service was inconvenient, it was arranged that he should return to Struble on a freight train which left Hinton at 8:35 A. M. This train arrived at Hinton from the south at 7:35, leaving about an hour later. After discharging local freight it was backed down on a siding to await the passing of a passenger train from the north, after which it was backed on to the main line to come up from the south without stopping again at the station.

In the meantime, according to the statement of an employe, the deceased workman had been engaged in setting up a mower and a hay rake. This employe had bought a ticket for passage on this train and given it to the workman. His task completed, the workman was standing in the door of the store of his employers some one hundred and fifty, or two hundred feet distant from the station in conversation with one of them when the train started. In the endeavor to swing himself to a sitting position on a passing flat car, Christensen lost his balance, fell under the wheels and was killed.

The Station Agent testifies that at the time this fatal movement was made the train was running from eight to ten miles an hour, and the caboose was five or six car lengths distant.

P. W. Snowden, called by claimants, testifies that the train was running four or five miles an hour, and that there were four or five cars between the freight car and caboose. This witness also testifies that a man, assumed to be the conductor, got on up near the head of the train and he heard this man tell Christensen to "go down and get on." Asked what he understood as being meant, he said: "I suppose he meant for him to go down below and get on the caboose, I should judge."

This accidental death arose in the course of the employment of H. M. Christensen by these defendants. In the establishment of a compensation claim, however, it is necessary for circumstances involved to meet the additional requirement of arising out of the employment. Probably the best judicial analysis of this relationship ever recorded in this country appears in the *McNicol* case, 215 (Mass.) 497, in which the court said:

"An injury . . . 'arises out of' the employment when there is apparent to the rational mind, upon consideration of all the circumstances, a causal connection between the conditions under which the work is required to be performed and the resulting injury. Under this test, if the injury can be seen to have followed as a natural incident of the work and to have been contemplated by a reasonable person familiar with the whole situation as a result of the exposure occasioned by the nature of the employment, then it arises 'out of' the employment. But it excludes an injury which cannot fairly be traced to the employment as a contributing proximate cause and which comes from a hazard to which the workmen would have been equally exposed apart from the work and employment. The causative danger must be peculiar to the work and not common to the neighborhood. It must be incidental to the character of the business and not independent of the relation of master and servant. It need not have been foreseen or expected, but after the event it must appear to have had its origin in a risk connected with the employment, and to have flowed from that source as a rational consequence."

In *Bryant vs. Fissell*, 84, N. J. L. 72, 86 A. T. 458, the court said:

"For an accident to arise out of and in the course of the employment, it must result from a risk incidental to the employment. . . . We conclude, therefore, that an accident arises in the course of the employment if it occurs while the employe is doing what a man so employed may reasonably do within the time in which he is employed and at a place where he may reasonably be during that time."

The Iowa Supreme court in *Griffith vs. Cole Brothers*, 185 N. W. 577, at page 376, lays down the rule in these words:

"There must be proof that the injury arose out of such employment. The burden is on the claimant. It is not discharged by creating an equipoise. It requires a preponderance. See *Elisentrager vs. Railway*, 160 N. W. 311, L. R. A. 1917B, 1245; In re *Savage*, 222 Mass. 205, 110 N. E. 283. 'The burden of furnishing evidence from which the inference can be legitimately drawn that the death of an employe was caused by an accident arising out of and in the course of his employment rests upon the claimant. *Barnabus vs. Colliery Co.*, 103 L. T. R. 543. It must appear by preponderance that there is some causative connection between the injury and something peculiar to the employment (*Jones vs. Association*, 92 Iowa, 652, 61 N. W. 485); that it resulted from some risk reasonably incident to the employment, because 'out of' involves the idea that the injury is in some sense due to the employment (*Fitzgerald vs. Clark* 2 K. B. 796)-a causative danger peculiar to the work, and not common to the neighborhood, an injury fairly traceable to the employment as a contributing cause, to some hazard other than to which the workman would have been equally exposed though in a different employment (In re *McNicol*, 215 Mass. 497, 102 N. E. 697, L. R. A. 1916A, 306); a hazard peculiar to the business which is 'the immediate cause' of the injury (*Rogers vs. School Board*, 1 Scots Law Times, 271; and see *Robson vs. Blakely* 5 B. W. C. C. 36); an injury due to something more than the normal risk to which all are subject, which at the least means that the employment necessarily accentuates the natural hazard attendant upon work done in the course of the employment (*State vs. District Court*, 129 Minn. 502, 153 N. W. 119, L. R. A. 1916A, 344)."

It is reasonable to assume that in order to consider an accident as arising out of the employment the circumstances must square with the standards established in these clear opinions of eminent authority.

If Henry Christensen at the time of his fatal fall from the flat car was doing what he might reasonably do at a place where he might be reasonably be, his dependents are entitled to compensation. If there is apparent to the rational mind, upon consideration of all the circumstances, a casual connection between the conditions under which his work was required to be performed and the resulting injury, he was well within the scope of his employment. If the injury can be seen to have followed as a natural incident of the work and to have been contemplated by a reasonable person familiar with the whole situation as a result of the exposure occasioned by the nature of the employment, it certainly arose out of the employment. If it flowed from that source as a rational consequence, no question can logically exist. Do the circumstances of this accident justify with these requirements?

The workman was well within compensation jurisdiction when he was responding to the call of his employers to come to Hinton. This condition continued to exist while he was setting up the mower and

hay rake. He was expected to take the freight train in question. The task assigned had been completed. For some time, how long, the record does not disclose, he was in conversation with one of his employers, whether in the consideration of business matters or otherwise does not appear. There is nothing upon which to base the assumption that he was detained by his employer so as to make it impractical for him to take the train in the usual manner before it left the siding. He did not start for the train until after it was in motion on the main line. He did not seem to be in much of a hurry. According to the record, he walked from the store door to the depot platform, a distance of one hundred and fifty feet to two hundred feet, starting to run after he reached the platform. He might have remained within due and lawful range by planning to enter the caboose, provided for the accommodation of passengers, even though he ran the risk of personal injury, but he seemed to have no such intention. In attempting to board a flat car in a most unusual manner, and for reasons wholly unjustifiable, was he at a place he might reasonably be, doing what a man so employed might reasonably do; could he still have been within the scope of his employment? In the endeavor to throw himself backward upon this flat car without any standards or projections of any kind as elements of safety, with the caboose only four or five cars away, was he dealing with an exposure occasioned by the nature of his employment? Was there any casual connection between the conditions under which his work was required to be performed and the resulting injury? Is there anything peculiar to the hardware or implement business suggested the rash venture which sacrificed his life?

Upon what reasonable basis may it be assumed that this workman, as a requirement of his occupation, was in any degree justified in the attempt to board the train as he did instead of waiting for the caboose to arrive? Counsel insists the workman was expected to go to Struble on this train. True enough. He further says he was detained until it became necessary to make a dash for the train after it was under headway. The record does not so disclose. His assumption that it became necessary for the workman, after having been forced to take the train on the run, according to his unfounded theory, to make the attempt he did to get aboard because the speed of the train suggested the impossibility of getting on the caboose is not justified. The caboose afforded elements of convenience and safety to the boarding passengers. There were convenient steps and strong siderails for the grip of the hands in mounting the platform. A failure to make connection at the rear of the train might have resulted in some measure of personal injury which could not have been very serious because the entrance was behind the wheels of the car.

In the endeavor to establish the fact that an injury arose out of the employment, our Supreme Court well says:

"The burden is on the claimant. It is not discharged by creating an equipoise. It requires a preponderance."

While strict search fails to bring to our attention any case won by a workman, upon the state of facts herein disclosed there are numerous decisions to the contrary. A few of the latter are cited:

"A workman ignored warnings and attempted to climb onto a moving traction engine. *McKeown vs. McMurray* (1911) 45 Ir. Law Times, 190.

"A messenger who had been provided by his employers with money to pay his fare, and was injured while attempting to board a tram-car moving at the rate of 5 miles an hour, without invitation and contrary to the notice on the car, was not injured by accident arising out of and in the course of his employment. *Symon vs. Weymss Coal Co.* (1912) S. C. 1239, 49 Scot. L. R. 921, 6 B. W. C. C. 298.

"An injury to a workman received in attempting to jump off a train before it had stopped did not arise out of the employment, and he is not entitled to compensation. *Price vs. Tredegar Iron & Coal Co.* (1914) W. N. (Eng.) 257, 39 Times L. R. 583, 58 Sol. Jo. 632, 137 L. T. Jo. 180, (1914) W. C. & Ins. Rep. 295, 111 L. T. N. S. 688, 7 B. W. C. C. 357.

"A workman required to travel by train is outside of the scope of his employment in attempting to mount the train while in motion, although it was necessary for him to take that particular train in order to keep an appointment made for him by his employers. *Jibb vs. Chadwick* (1915) 2 K. B. (Eng.) 94, 31 Times L. R. 185, (1915) W. N. 52, 8 B. W. C. C. 152, *Lord Cozens-Hardy, M. R.*, and *Swinfen Eady, L. J.*, pointed out that if it was his duty to take that train in order to keep his appointment with his employers, it was also his duty to be at the station in time to take such train in a proper manner."

A packer in a retail store, who instead of using a staircase to go from one floor to another squeezed himself into a small parcel lift which had been recently installed, and was killed by having his head caught against a safety bar, did not suffer injury by accident arising out of the employment, but the injury was due to an added peril imposed by his own conduct.

*Palmer vs. Harrods* (1916) W. C. & Ins. Rep. (Eng.) 213, 114 L. T. N. S. 869, 32 Times L. R. 382, 9 B. W. C. C. 291.

"Compensation was denied where a workman was injured while mounting an empty cart to ride from one of his employer's farms to another, it being his duty to go, but he having no duty in connection with the cart. *Parker vs. Pout* (1911) 195 L. T. N. S. (Eng.) 493."

*Pritchard vs. Torkington*, (1914) 7 B. W. C. C. 719, C. A.

"A workman crossed the metals at a railway station instead of passing over the footbridge. *Held*, (reversing county judge), not out of employment.

"*Swinfen Eady, L. F.* \* \* \* \* It was entirely owing to the added peril of crossing the line instead of passing over the bridge that the accident occurred. It was not only taking a short cut reasonably incidental to the employment, but adding a new and entirely unnecessary risk to the employment."

*Rose vs. Morrison and Mason, Ltd.*, (1911) 4 B. W. C. C. 277, C. A.

"A workman, to ease himself, got into a hoist and was crushed by the machinery. It was well-lighted and the man had to stoop to get into it. *Held*, not out of employment.

"*Cozens-Hardy, M. R.*: 'In my opinion the man had no right to go into the place he did and to expose himself to a wholly unnecessary risk. The accident did not arise out of the employment, as the deceased acted unreasonably in going where he did. The appeal therefore fails.'"

Under the rules laid down by all the eminent authority cited herein, it must be decided that at the time of his injury and death *Henry M. Christensen* was without the scope of his employment; that the said

injury and death did not arise out of his employment, and that his dependents are not entitled to compensation payment at the hands of these defendants.

The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 24th day of March, 1920.

A. B. FUNK,

Iowa Industrial Commissioner.

Pending in District Court.

#### CAUSE OF DEATH—DEPENDENCY OF SISTER

Effie Brown, Claimant.

vs.

Davidson Brothers Company, Employer.

Employers Liability Assurance Corporation, Insurer.

J. A. Ralls, for Claimant;

Miller, Kelly, Shuttlesworth & Seeburger, for Defendants.

#### In Review Before the Iowa Industrial Commissioner

As the dependent of William E. Cooper, whose death is held to have arisen out of and in course of his employment by Davidson Brothers Company, December 12, 1919, in arbitration August 20, 1920, Effie Brown was given an award of \$3.84 a week for a period of three hundred weeks.

Defendants resist this award on the grounds:

1. That the committee erred in holding that the death of William E. Cooper arose out of and in course of his employment by Davidson Brothers;

2. That the record does not show this claimant to have been the dependent of William E. Cooper within the meaning of the compensation statute.

At the time of the accident upon which this claim is based the deceased was engaged as a laborer, handling ashes and performing other service around the boiler room. In this boiler room is a pit or depression in the cement floor about three feet in diameter and two feet deep, which would seem to be continually filled with hot water as drippings from the boiler or engine. Into this pit of hot water Cooper inadvertently stepped. He was not seen to do so, but this he claimed to be the cause of the severely scalded condition of his right leg when joined by a fellow workman almost immediately thereafter.

The record discloses that this scald or burn was so serious as to remove most of the skin and much of the flesh from the leg between the knee and the ankle and to cause severe burns upon the foot.

Three weeks later death ensued in a hospital. The attending physician, Dr. Charles Ryan, in the certificate of death, states as the cause—"Malnutrition caused by insanity and drug addiction." Introduced as a witness in the arbitration hearing, Dr. Ryan stated that it was an oversight on his part to make no mention of the burn as a contributory cause of death. He testified that he had no knowledge whatever as to the deceased having been addicted to the use of drugs before his accident, and

had no reason to believe any drug was furnished him while in the hospital.

Some two weeks after going to the hospital Cooper fell into deep despondency, or melancholia, declining to take nourishment or to give heed to communications addressed to him. It is apparent that because of deep perplexity relative to the cause of this temperamental condition, the medical conclusion was reached as to drug addiction without any substantial basis therefor.

Persistent endeavor on the part of counsel failed to induce Dr. Ryan to withdraw or modify his statement that the accidental burns were a contributory cause to the death of this workman. He testified that death might have occurred at the time it did without this accident, for the reason that "all things are possible, I suppose."

It seems to be the contention of counsel that in order to establish compensable relationship in case of death, it must be definitely shown that the workman could not possibly have died from any other cause than the accident, as alleged. Manifestly, Cooper might have been struck by lightning or mangled by machinery in an hour or two if he had not been put out of service by the hot water contact. Of course such things are possible, but so grossly improbable as to make such presumption nothing less than grotesque. Counsel denounced as mere conjecture all testimony as to the cause of this death, even in a contributory sense, except it might be definitely established that all other theories of fatality could not possibly have been effective.

In compensation jurisdiction generally the rule is plainly laid down that a preponderance of evidence does not necessarily exclude all possibility of doubt. While mere conjecture is not sufficient basis for a compensation award, reasonable presumption is a controlling factor. The element of greater probability must be taken and accepted as sufficient and conclusive.

Here was an ablebodied workman. The record points to the conclusion that he had been regularly responding to the demands for service, losing no time from working hours during engagement. He met with a terrible accident. He was a victim of such a scalding as to make it apparent that he experienced deep seated wounds of the flesh and excruciating torture as a consequence. There is no basis for conjecture that he suffered from any pre-existing cause, and if he had, the Iowa case of *Hanson vs. Chicago Rock Island & Pacific Railway*, 147 N. W. 572, is a bar to defense on this score.

Taking all the circumstances of the case into consideration there is no logical escape from the conclusion that, while the accident need be only a contributing cause in order to establish basis of an award, it was, indeed and in fact, the chief, if not the only cause. Medical testimony so declares and common sense emphatically affirms.

As to the second ground of appeal from the committee's award:

It is not denied by counsel that considerable money passed from William Cooper to his sister, Mrs. Brown, but counsel pleads for release

from obligation on the ground that this claimant was able to support herself and that these contributions were merely gifts and not to be taken as support in a legal sense. In the first place the record affords definite ground for the conclusion that Mrs. Brown during the year previous to the death of her brother had a rather meager income, in view of existing high cost of living. She was a nurse, employed only part of the time, and, except for a brief period of two weeks, never receiving more than \$15.00 a week for her services. In such cases it is not necessary to prove that but for assistance rendered a dependent might starve or freeze or indeed be subjected to pinching poverty. While this claimant might have, and doubtless would have made out to exist, her situation was such as to make any contribution on the part of her brother a measure of relief against privation, if not actual want. In a sense it might be assumed that all such contributions are in the nature of gifts, but this fact does not exclude them from practical consideration as support within the meaning of the law. If the contention of counsel in this particular is held to be good, it would be impossible to establish any average claim for actual dependency. The woman needed the money: she applied it to purposes of support, and such contributions as were made must be taken as the basis for an award in this case.

Now the question remains as to the amount of these contributions during the year prior to the death of William E. Cooper. Mrs. Brown testifies the brother at one time during this period gave her \$75.00 to pay a doctor bill. At another time within these limitations he gave her \$90.00 to apply on a loan encumbering her home. There is substantial corroboration to these statements. Claimant also testifies that the deceased paid her monthly gas and telephone bills; for a second-hand pump and repairing the same; for a pair of shoes; for papering her house, and for three tons of coal, stating definite amounts required in each case. She further testifies that to the best of her knowledge and belief in odd sums contributed during visits usually made weekly, he gave her a sum total of \$150.00.

Witness seemed careful as to her statements, too careful, perhaps, to make for herself as strong a case as she might properly have done. In her extreme caution not to swear positively to definite amounts she was crowded down and down on her estimates by counsel, and perhaps would have wiped them out as far as occasional contributions are concerned rather than to swear positively when only a matter of judgment could be exercised as to indefinite details if counsel had pursued her far enough.

Experience in the matter of establishing dependency on the basis of actual contribution leads to the conclusion that if definite showings were required there would be comparatively little payment necessary. Parties submitting claims are usually wholly unfamiliar with business detail. They rarely keep accounts in current matters of finance. Naturally, no expectancy of such a requirement as arose in this case as to proof is entertained. To recall from memory contributions made within an entire year some time in the past is exceedingly difficult. The general bearing of this witness justifies the conclusion that she conscien-

tiously believed as a matter of her best judgment that she had received in the odd sums as stated during the year \$150.00. Because she was so careful as not to swear positively to sums to this amount, the committee took \$75.00 instead of \$150.00 as the sum total of such occasional contributions. If they erred, the error was in favor of defendant.

The record as to earnings of the workman is somewhat involved hence appears this stipulation as the last item of testimony in this case:

"It is stipulated and agreed by and between the parties hereto that the average weekly wage of William E. Cooper, deceased employe herein during the year preceding his death was \$20.00."

The following day when parties appeared before the committee for the purpose of argument counsel for the defense filed a withdrawal of his consent to this stipulation, which is held by the Commissioner to be improper and unavailing. Upon this stipulation the award is based.

The arbitration decision is affirmed.

Signed at Des Moines, Iowa, this 24th day of November, 1920.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Appeal abandoned.

#### DEATH—PROXIMATE CAUSE NOT ACCIDENTAL INJURY

Anna A. Lindsey, Claimant.

vs.

Albert Strombom, Employer.

Royal Indemnity Co., Insurance Carrier.

A. H. Bolton, for Claimant;

Carter, Brackney & Carter, for Defendant.

#### *In Review Before the Iowa Industrial Commissioner*

W. E. Lindsey, in the employ of this defendant as a carpenter, was injured at Sioux City on July 7, 1916, as arising out of and in course of his employment.

In the department record of this case appears a Memorandum of Settlement dated December 20, 1916, on the basis of ten weeks of total disability and ten weeks of partial disability, entitling the workman to the sum of \$113.75. The said settlement was duly approved by the Industrial Commissioner.

On the 23d day of November, 1917, W. E. Lindsey died. Arbitration proceeding was brought to establish the injury of July 7, 1916, as the proximate cause of this death.

At the hearing October 16, 1918, there being some confusion as to whether or not arbitration proceeding would lie, counsel entered into stipulation authorizing Ralph Young, Deputy Industrial Commissioner, to decide the case as occurs in re-opening process authorized by law. The Deputy Commissioner found for the claimant, ordering defendant to pay at the rate of \$10.00 a week from November 24, 1916, continuing for a period of 282 weeks, also statutory burial benefits and costs of action.

Review proceeding is instituted by defendant of these grounds:

1. That the settlement entered into between the parties and final receipt given by a deceased workman constitute a bar against further demand upon the employer for compensation in this case.

2. That the claimant herein has failed to meet the burden of proof in such cases required for the establishment of a legal claim against an employer.

The first contention is held to be absolutely unavailing. No settlement made and no receipt given can serve to deny a workman or his dependents additional compensation in cases where it may be disclosed that a workman has been insufficiently compensated either through misconception or because of physical development which from a just basis for further payment on the ground of continuing disability or permanent physical impairment.

The second contention cannot be summarily disposed of.

The history of this case discloses unusual developments.

On the 7th day of July, 1916, while performing services as a carpenter, Mr. Lindsey fell from a ladder, broke his collar bone and sustained an injury on the side of the head which resulted in scraping and removing the hair from the scalp above the ear on a space about three inches long and two inches wide.

Dr. Brothers treated Mr. Lindsey for about nine days, whereupon the workman sought relief at the hands of Dr. C. B. Hanson. From July 17th to October 21, 1916, the workman made many visits to the office of Dr. Hanson for counsel and treatment.

For some time before his death W. E. Lindsey was working at his trade at Delmont, South Dakota. An acquaintance and fellow-workman said his actions were normal "until the last day he was up there." He had a very bad night following this last day. Starting for home, his actions at the town of Tripp, South Dakota, were so peculiar as to attract the attention of a city officer who placed him under guard as a matter of safety until communication could be had with his family in Sioux City. With little interruption he was taken home to that city, placed in a hospital in an unconscious condition, and died the next day.

In the certificate of death signed by Frank C. Leytzie, M. D., which appears as an exhibit in this case, the cause of death is given as uremia with acute nephritis contributory.

The only issue in this case is as to whether or not the injury sustained by W. E. Lindsey on July 7, 1916, was the proximate cause of his death on November 23, 1917.

The time intervening is nearly a year and a half. As appears in the Memorandum of Settlement in this record, the workman returned to service on part time September 9th, resuming full work November 15, 1916. As has been stated, his last treatment by Dr. Hanson was October 21, 1916. There is very little evidence as to how this workman was employed between these dates and the time of his death, that is to

say, as to whether or not he was during this period able to perform full service in his line of employment. The only evidence along this line is by the claimant, his wife, who in indefinite terms gives the impression he worked rather intermittently part of the time. Letters from Lindsey to his wife, appearing as exhibits in this record, written only a few days before his death, indicate that he is doing full work and eating almost inordinately in enjoyment of the good fare set before him. In these letters he made some complaints as to pains in his ear and it is in evidence that he had a good deal of distress with his ear and his head a short time before his death. The wife says he complained from this source more or less after the injury.

The employer, Albert Strombom, relates that previous to the injury the workman had trouble with his teeth, and he persists in the statement that he complained about his head; says he "used to complain of his head some; said it felt like it was busting—it was buzzing in his head"; that "he had a funny feeling in his head."

Dr. Hanson, who had the case in charge for several months after the accident, said he found "no signs of kidney troubles" or anything of that kind. Asked, "from your experience as a doctor, state what the probable results of a blow such as that received by Mr. Lindsey on the head would be," Dr. Hanson replied, "He could develop a condition known as diabetes which finally might lead to a comatose condition at any time. A blow upon the head is the cause of a diabetic condition in a good many cases which may account for—which may be taken for acute nephritis." Dr. Hanson was asked if, assuming Mr. Lindsey died of uremia and acute nephritis, as set forth in the death certificate, and that he found shortly after the accident, as he had stated, albumen in the urine, he would say that the death of Mr. Lindsey was caused by this injury. His answer was: "No. I would not say that because I wasn't there at the time of his death and don't know what symptoms developed there." Asked in cross-examination: "Would you say that the fall he received in July, 1916, did cause his death November 23, 1917?" he answered, "I think it had some cause of his death. From that fall I think there was."

Dr. Leytze, in reply to the question that since "as a matter of fact (deceased) did attend to his duties for approximately a year after he received medical treatment after that fall, would you think there could be any causal connection between that fall and his later death from uremia contributed to by acute nephritis?" answered, "It would be rather a late manifestation in my mind, although I presume that such conditions could occur." Question: "It is not probable, however?" Answer: "I don't hardly think so—no, sir, not in my mind." In reply to a long hypothetical question assuming the state of facts most favorable to claimant, the Doctor replied: "I would probably alter the death certificate to the degree that I might put in as a contributing factor to this man's death—might make the direct cause of his death uremia or acute nephritis and contributory cause traumatic injury to the head or skull."

Summing up, Dr. Leytze said that so much would depend upon the

physical condition of the workman during the time intervening between the accident and the death; he said if his vitality was lowered the accident would in his opinion be a contributing factor. If, however, his health was normal during this time, in his opinion it would not.

Dr. Townsend, called as an expert witness, after entertaining extended hypothetical queries and making inquiry relative to conditions involved, stated that "I would say that the blow he received had nothing to do with his death under those circumstances."

Dr. Sprecher, of Tripp, South Dakota, testified that his conclusion that the death of Lindsey was caused by uremia and acute nephritis was based upon such examination as he made of the man just prior to his death, in connection with his knowledge and experience in such cases, and the further fact that Lindsey had kidney pills upon his person at the time.

It is commonly understood, if not definitely diagramed in statutory enactment, that compensation statutes should be liberally construed. Everywhere it is the practice to sympathetically administer these laws, resolving doubt where the scales of justice are evenly poised, in favor of an unfortunate workman or even more unfortunate dependents. On the other hand, the administration of this service will not be sustained in any tendency to ignore the unflinching requirements of law that the burden of proof is upon a claimant to establish by a preponderance of evidence any claim in controversy.

Honnold on "Workmen's Compensation" on page 464, makes this clear statement:

"In a proceeding under a Workman's Compensation Act the burden of providing the facts necessary to establish a case is on the claimant the same as in any proceeding at law. He must show by competent testimony, direct or circumstantial, not only the fact of an accident or injury, but that it occurred in connection with the alleged employment and both that it occurred in course of the service at which the workman was employed and out of and upon the applicant to establish the fact that the injury complained of was proximately caused thereby and that the incapacity or death resulted from such injury. This burden may be sustained by circumstantial evidence or inferences having substantial basis therein. A preponderance of the evidence is sufficient. By a preponderance of the evidence is meant such evidence as when weighed with that opposed to it, has more convincing force, and from which it results that the greater probability is in favor of the party on whom the burden rests."

And on page 471 of the same volume:

"But the claimant fails if an inference favorable to him can only be arrived at by a guess; likewise, when two or more conflicting inferences equally consistent with the facts arise from them."

Boyd on "Workmen's Compensation," section 559, says:

"The workman carries the burden of proving that his injury was caused by the accident, and where he fails to do so, and where the evidence as to the cause of the injury is equally consistent with an accident, and with no accident, compensation may not be awarded him."

This rule, of course, applies as well in connecting an accident with death as with any measure of injury.

Glass on Workmen's Compensation," declares that "an award which is based on mere surmise or conjecture will be set aside."

We quote from Griffith vs. Cole Brothers, et al, 165 N. W. 577, showing the attitude of the Iowa Supreme Court:

"The burden is on the claimant. It is not discharged by creating an equipoise. It requires a preponderance. See, Eisentrager vs. Railway, 160 N. W. 311. L. R. A. 1917B, 1245; In re Savage 222 Miss. 395, 110 N. E. 283. 'The burden of furnishing evidence from which the inference can be legitimately drawn that the death of an employe was caused by an accident arising out of and in the course of his employment rests upon the claimant.' Barnabus vs. Colliery Co., 103 L. T. R. 543."

Counsel for claimant has submitted no citation in support of his contention that a decision favorable to his client should be made on the ground that the accident of July 7, 1916, was the proximate cause of death on November 23, 1917. He might have found the Theroux case, reported in the Connecticut Digest of Decisions, where dependency was awarded in a case of death occurring nearly two years after the date of injury which consisted of a blow on the head. This case, however, would have afforded him no comfort for the reason that there was continuing definite development in the physical condition of the deceased husband which specifically identified the proximate cause. He might have found other cases where awards were made where the history showed a considerable lapse of time between accident and death, but in every case it is believed he would have found such a line of support for contention as to proximate cause as does not exist in this case.

In support of his contention counsel calls attention to a decision of this department reported on pages 34 and 35 of the Digest of Decisions issued in connection with the biennial report of the Industrial Commissioner. It is unfortunate for his client that closer analogy does not exist between this citation and the case at bar. Henry S. Williams an able-bodied workman, had received such serious injuries arising out of employment as to place him in the class of total permanent disability which entitled him to the limit of compensation. Six months after his injury a serious form of heart trouble was discovered. Some months later Williams died with heart trouble as the immediate cause. It was held in this case that the very serious injuries together with the necessary operation, the change of habits, the change of diet and all, so seriously affected his physical condition as to hasten the development of heart trouble and cause his death at a time when it would not otherwise have occurred, and hence his dependents were entitled to compensation. The case of Hattie Williams and the case of Anna A. Lindsey have very little in common in so far as law and fact are involved.

The case at bar is appealing and strongly suggestive of plausibility, but a decision in favor of the claimant would necessarily rest upon conjecture. However, substantial conjecture might be, it would be nothing more than conjecture just the same.

The medical testimony is replete with suggestion as to how this death MAY have occurred, as to the connection that MIGHT or COULD have existed between the injury of July 7, 1916, and the death on November 23, 1917. It affords flimsy footing, however, for the assumption that the claimant has met the burden of proof required by law. From November 20, 1916, until almost the day of the death of W. E. Lindsey, there is no medical record whatever. There is little evidence tending to show that events, conditions and circumstances of this intervening period sustain the contention of claimant that the injury is the proximate cause of the death more than sixteen months later. It might have been, it may have been, but there would seem to be greater probability that it was not such proximate cause.

WHEREFORE, the decision of the Deputy Industrial Commissioner of October 16, 1918, is reversed.

Dated at Des Moines, Iowa, this 14th day of February, 1919.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Pending in District Court

#### DEATH—IN SPHERE OF EMPLOYMENT

Polk Grant and Sophie Grant, Parents of the deceased workman, Oscar Grant, Claimants.

vs.

Fleming Brothers Company, Employers,  
New Amsterdam Casualty Co., Insurance Carrier, Defendants.

#### *In Review Before the Iowa Industrial Commissioner*

S. Joe Brown, for Claimants,  
Brockett, Strauss & Ayres for Defendants.

Stipulation as follows under agreement of counsel at the arbitration hearing held October 8, 1918, is a part of the record in this case:

"IT IS HEREBY STIPULATED by and between the parties, that the deceased came to his death by being crushed under an elevator in the building owned by defendants in whose employ he was and substantially as shown by the transcript of the testimony taken at the Coroner's inquest, held by Wm. Carpenter, Coroner of Polk County, Iowa, on May 27th, 1918, and filed in the office of the Clerk of the District Court of Polk County, June 25th, 1918; that the father, Polk Grant, and the mother, Sophie Grant, together, were wholly dependent upon the earnings of the deceased, Oscar Grant, and that if the claimants are entitled to recover at all, their recovery will be the sum of Ten Dollars (\$10.00) per week.

"It is understood and agreed, however, that this admission as to sole dependency is not an admission that any two or that any one of the claimed dependents was wholly dependent upon the earnings of the deceased."

The arbitration committee found that the death of Oscar Grant, son of these claimants, arose out of and in course of his employment by Fleming Brothers Company and that these claimants are entitled to receive the sum of \$10.00 a week for a period of 300 weeks as the dependent par-



ents of the deceased, together with statutory medical, surgical and hospital charges.

The facts involved in this case are substantially as follows:

It became the duty of this workman to remove from the sixth floor of the Fleming Building, owned by these employers, to the basement of the same, material that had been used in the construction of office partitions. The time was Sunday afternoon, May 26, 1918. The three elevators in usual service were not all employed, it being Sunday. What is known in the testimony as the south elevator had just been cleaned and oiled by the engineers, and this was the suggested means of conveyance for the material to be moved. It is in evidence that the engineers of the building assumed the responsibility of operating this elevator at the time in question. According to the testimony of these engineers, Grant notified them of his readiness to move the material, calling to them from the basement floor while they were in the sub-basement cleaning their hands after the oiling operation, and getting a drink of water.

The next incident recorded was in connection with the injury and death of this workman. Dr. David Unger had an office on the third floor. He says he "heard some crash in the elevator," then he "heard some groans and a little cry for help." He was called by the elevator girl to "go down quick, something has happened." Whereupon he "rushed out and came to the basement and saw the man lying there." Examination developed fatal injuries.

The evidence submitted throws no light upon the pertinent inquiry as to how this injury and death occurred, that is to say, as to what took place between the time Grant called to the engineers, as they testify, and when his broken body was found at the bottom of the elevator shaft. The only mind that conceived any act performed by the unfortunate workman was never able to supply the necessary information. Hence the developments of that brief period resulting fatally must ever remain a matter of conjecture.

The authorities contain many cases in which workmen in the course of their employment are found dead or fatally injured from some unexplained cause, and are held to be within compensable relationship. It is assumed, however, on the part of the defendants that Oscar Grant entered this elevator with the purpose of operating the same in the performance of the work in hand, and that in the development of this endeavor he did the thing which resulted in his injury and death.

It is the contention of the defendants, therefore, that Grant was without the sphere of his employment in assuming to operate the elevator and that the resultant accident found him removed from compensable relationship. The engineers assume to convey the impression that it was their duty and no part of the duty of Grant to take the elevator to the sixth floor in connection with the task of removing the material in question. They say that upon the request of the workman made as they claimed, he was informed they would soon come to his assistance.

The only question at issue is: Assuming that conjecture establishes

the fact that Oscar Grant did proceed to operate the elevator, was he within the scope of his employment in such procedure? Was his commission of service of such a character as to justify him in this proceeding as reasonably incident to the round of his engagements?

No witness testified that the deceased had ever operated any of the passenger elevators. It is distinctly in evidence, however, that a hoist in the rear of the building used for the purpose of removing ashes and freight, plaster or mortar, etc., had been in "almost daily use" by Grant for months previous to this accident. This hoist was hydraulically operated and much in the same manner as the passenger elevators. It would therefore not seem by any means a violent proceeding, a perilous risk, an unusual process, on the part of this workman to assume to operate the passenger elevator under the circumstances outlined in the evidence.

No person is better qualified to diagram the general scope of employment of the workman than Stanhope Fleming, the proprietor by whom he was engaged and under whose general supervision he was working. We quote from the evidence of this witness:

Q. Mr. Fleming, did you personally attend to the employment of the deceased?

A. Yes, sir.

Q. When had he entered the employ of Fleming Bros. Incorporated?

A. On about the 10th or 12th of January.

Q. And he continued with you until the time of his death?

A. Yes, sir.

Q. What was his work and what did he do around there?

A. He did janitor work and helped put in partitions, in making changes up through the building, and helping take up mortar and mix mortar, and was janitor and handy man to do any work that was to be done.

Q. This matter of getting material from the 6th floor, that was part of his work?

A. Yes.

Q. Did he have to do anything with this hoist in the rear of the building?

A. Yes, almost daily for some time he got out ashes and helped get out freight and get in plaster or mortar and tiles, and everything in connection with building and putting in new partitions, etc., and helping take out furniture.

Q. Do you think Mr. Fleming, he was familiar with the working of the passenger cages?

A. I think he was. He did not handle passengers at all.

Q. You think a man that could run the freight elevator hoist outside could manage an elevator?

A. I think he could from the time he had been running it.

So it would appear that this man Grant had a rather unusual range of duty. He was much more than a janitor. In helping "put in partitions, in making changes up through the building, helping take up mortar and mix mortar," and as "handy man to do any work that was to be done," this workman would seem to have had a roving or blanket commission to tackle any sort of job that came his way, excluding, of course, the skilled work of the engineers. Operating an elevator may be hazardous, may require much of skill, but it is a matter of common knowledge

that elevators since their installation have been usually operated by boys of immature years and recently by girls, and all with limited experience and training at the outset. Operating for months in almost daily use the hoist in the rear of the building involving much the same mechanism and operated in practically the same way would seem to afford sufficient basis for the conclusion that Oscar Grant had a right to assume that he was competent to run this elevator in connection with the mission he had to perform, even if he did upon his own motion proceed to do so. On the Sunday in question there was no regularly commissioned operator to run the elevator in question. It is by no means necessary to assume that because the engineers had technical knowledge of the details of construction of the elevator, as Grant did not, that in the absence of the usual operator they were authorized to assume sole charge of its operation. On the other hand it seems safe to assume that with his experience as appears in the record Oscar Grant was as well qualified to take the elevator to the sixth floor in connection with his employment as is the boy or girl usually placed in charge of such conveyances.

Honnold on "Workmen's Compensation," page 394:

"When the injury arising from a risk of the business is suffered while the employe, though not strictly in line of his obligatory duty, is still doing something incidental to his work \* \* \* he will ordinarily be entitled to compensation."

Same, page 396:

"If a workman depart temporarily from his usual avocation to perform some act necessary to be done by some one for his master, he does not cease to be acting in the course of his employment. He is then acting for his master, not for himself. A rule of law which in such case would put an employe outside his usual course of employment, and so deprive him of his right to compensation for an injury suffered, would punish energy and loyalty and helpfulness and promote sloth and inactivity in employes. It would certainly prove detrimental to industry, and such a spirit of disregard of the master's interests if carried into all of the work, would in time cripple the industry."

In Note 31, on page 396 and 397 following the above, is recited 3 case "where a girl, requiring an empty box for her work, which would have been supplied her by a boy hired for that purpose, went to get one from another boy, who supplied another table, and was resisted by him in a spirit of fun, and injured, it was held the injury arose in the course of her employment."

In the same note is reference to the well-known "key case" as follows:

"Where an employe was injured from attempting to form an unexploded dynamite shell into a key, believing the shell to have been exploded, and he needed such key to perform his duties, the injury was due to accident in the course of his employment, though he had no particular authority to make the key."

And immediately following:

"In attempting to turn on an electric current to put in motion a grindstone to sharpen a chisel, an employe was acting within the scope

of his employment, though he had nothing to do with the maintenance or operation of the power-driven machinery of the shop."

Glass on "Workmen's Compensation," page 49:

"The courts are inclined not to be too severe upon workmen who are injured by attempts to further the master's business, although the attempt is in a line somewhat outside the precise scope of the employment."

In Note 99 on the same page appears a case in point:

"A boy employed in a boot factory who was directed to take an insole downstairs to have it remolded, and in the absence of the operator of the molding machine attempted to re-mold it himself, and was injured, is entitled to compensation where he had not been expressly forbidden to touch the molding machine."

This and much other reasoning easily found in the authorities on workmen's compensation apply forcefully in the case at bar, provided it is assumed that Oscar Grant was without specific authority to operate the elevator in question. A close scrutiny of the testimony of Stanhope Fleming, however, and a careful review of the whole situation make such assumption decidedly questionable. A workman charged with so large a range of activity and responsibility as was this man Grant, in and about the Fleming Building, may be understood to have been strictly within the scope of his employment in assuming to run the elevator and particularly in view of his considerable experience with a similar mechanical agency in use in his daily employment.

Wherefore, the decision of the arbitration committee is affirmed. It is ordered that the defendant pay to these claimants the sum of ten dollars (\$10.00) a week for a period of three hundred (300) weeks, together with the expenses of last sickness and burial as provided by law.

Dated at Des Moines, Iowa, this 12th day of December, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Affirmed by District and Supreme Courts.

#### IN SCOPE OF EMPLOYMENT—HAZARD ON WAY TO LUNCH

George A. Harkless, Claimant,

vs.

Witherspoon-Englar Co., Employer,  
London Guarantee & Accident Co., Insurer.

#### *In Review Before the Iowa Industrial Commissioner*

A. W. Enoch, L. L. Duke, for Claimant,  
Chandler Woodbridge, for Defendants.

Arbitration Hearing, March 6, 1919.

Arbitrators—Ralph Young, Chairman, Herman W. Merrill, Merrill Gilmors.

In the course of his employment by this defendant, George A. Harkless suffered an injury resulting in the loss of his left foot and four inches of the leg.

Compensation claim is resisted by the defendant on the ground that the said injury did not arise out of the said employment.

Facts in this case are substantially as follows:

The Witherspoon-Englar Company had contracted with the Chicago, Milwaukee & St. Paul Railway Company for the erection of a considerable number of buildings at Ottumwa terminals. Preliminary to the main work of construction it became necessary for the contractors to erect a number of temporary buildings to be used in connection with general construction activities. At the time of this accident, June 19, 1918, Harkless was employed in carpenter work on a temporary structure near the railway tracks on the south side. The record discloses that well along in the forenoon a shower came on, suspending mechanical operations. Subsequently having resumed work for a few minutes, the foreman, \_\_\_\_\_ Jackson instructed the men to quit work and go to dinner, with the suggestion, "You can hurry back and make up the lost time."

A number of the workmen, including Mr. Harkless, had deposited their luncheon parcels at the engineering office of the railway company temporarily located in a box car on the north side of the track. These men found the way to the said office obstructed by a long freight train across the highway. After a few minutes of waiting, this claimant, with a number of others, passed between the cars of the freight train on the way to the office. Movement of the train resulted in the accidental injury for which compensation is claimed.

Defendants contend that in this proceeding the workman abandoned the scope of his employment, taking himself out of the range of compensation relief. They insist that at the time of his injury he was where he had no right to be, doing what he had no right to do. Possibly this might be true as a general proposition; perhaps it ought to be true for the better protection of industrial employment and the more effectual safeguarding of human life and human energy, the greatest material asset in human affairs. Employment should not tolerate recklessness on the part of employes which imperils life or limb. Workmen should realize that in the exercise of great care in the presence of imminent peril they safeguard earning capacity and life, shielding their dependents from want and woe. When such motive shall not suffice they should be given to understand by definite instruction rigorously enforced that industry shall not be penalized, that society shall not be burdened by the introduction of unnecessary peril into industrial employment. Had this rule been in definite operation at the time of this accident, it would be necessary on the part of legal administration to turn a deaf ear to the appeal of George Harkless. Under such circumstances he must have borne alone the burden imposed by his venturesome act. Unfortunately, however, for all concerned, the situation presents no such diagram. The record discloses that men were in the habit of crossing this track by passing between the cars of a train occupying the same. On the day this accident a number of men made this perilous transit as they had previously done. The custom had not been forbidden. It had been conspicuously acquiesced in. Foreman

Jackson himself had encouraged this dangerous practice by personal example. Indeed, he had practically authorized the same by telling the claimant "to be very careful about climbing over the car", evidently expecting him to do so but warning him to make the negotiation with care.

A statement from the chief clerk of the engineering department of the Chicago, Milwaukee & St. Paul Railway Company, in evidence in this case as Exhibit 1, states that there were probably twenty-five cars between the crossing and the rear end of the train. For Harkless to have proceeded in this way to his luncheon would have involved serious delay and discomfort. A heavy shower had just fallen. The walking was more or less difficult. It was a raw, chilly day. Claimant testifies he was eager to get into shelter and eat his luncheon and hurry back to his work as he had been ordered to do by the foreman. It is by no means unnatural or illogical or unreasonable that he should have taken the chances involved in doing as others were doing in jumping between the cars in order to meet the exigencies of the situation, rather than to walk a distance of fully one-third of a mile on a rough, slippery trail when his fellows were all taking chances the shorter way. He should not have done so. Such passage should have been forbidden and the custom broken up, but this had not been done. By their own inadvertence and indifference to the interests of all concerned, these employers assumed the risk involved in this misadventure and they cannot escape the consequences of their serious fault.

In the endeavor to establish the contention that this accident did not arise out of the employment, counsel relies substantially upon the opinion of the Commissioner in the case of Jennie Bird vs. Capital City Sand Company. Let us endeavor to establish a parallel between these cases:

Ed Bird, husband of the claimant, was serving his employer as electrical engineer. Through a transformer near the power line energy was conducted from a high tension wire to a barge some 400 feet distant. Transmission trouble developed. A tryout failed to locate the difficulty between the boat and the transmission device. Apparently it was in the high tension line. The superintendent was in consultation with Bird and other workmen as to the interruption. He finally concluded that the only way out was to go to the office near at hand and wire the electric company for expert assistance. This he accordingly did.

Meanwhile the unfortunate Ed Bird conceived the idea of helping the situation by climbing to the platform above the transformer in the endeavor to locate the trouble. The platform area was forbidden territory. It was a matter of common knowledge that one who invaded this area took his life in his hands. Within the knowledge of witnesses testifying, no one in this employment had ever essayed this perilous proceeding. The superintendent had not by sign or suggestion or intimation of any kind hinted at such service on the part of this workman. The fact that he in good faith exercised this perilous endeavor could not visit upon the employer the financial penalty of this rash and practically hopeless performance. We vainly endeavor to justify this proceeding with the incidents attending the accident to George Harkless.

Harkless, doing a thing commonly done by fellow-workmen, and practically encouraged by his foreman, in order to avoid a tiresome trudge of a third of a mile around the train to find comfort in the shelter of the office and to return speedily to the employment to make up for lost time, negotiated this perilous passage to his sorrow, but all attempts to render these cases parallel are necessarily futile.

Counsel holds the claim of Harkless to be void for the further reason that at the time of the accident he was conspicuously a trespasser. Assuming this to be true—assuming that he might have been subject to resistance through arrest or otherwise as a trespasser by the railway company does not change his relations with his employer. No degree of culpability as an offender against the rights of the railway company could relieve this employer from his obligation to Harkless based upon their relations under the Compensation Statute.

The facts in this case justify the conclusion that George A. Harkless was not without the scope of his employment and that his accidental injury did arise out of and in the course of the same. A preponderance of judicial opinion substantially supports this conclusion.

It is therefore ordered that the decision of the arbitration committee awarding to the claimant, George Harkless, the sum of \$12.50 a week for a period of 150 weeks, be and the same is hereby affirmed.

Dated at Des Moines, Iowa, this——day of August, 1919.

No appeal.

A. B. FUNK,

*Iowa Industrial Commissioner.*

#### NOT IN EMPLOYMENT—EVIDENCE INSUFFICIENT

Clara Hoffmaster, Claimant,

vs.

Model Laundry Co., Defendant,

Travelers Insurance Co., Insurance Carrier.

M. V. Gannon, Maines & Kelly, for Claimant.

Cook & Balluff, for Defendant.

#### *In Review Before the Iowa Industrial Commissioner*

The only question involved in this case is as to whether or not the death of George Hoffmaster, husband of this claimant, resulted from an injury arising out of and in the course of his employment by the Model Laundry Company, of Davenport, Iowa.

As nearly as may be ascertained from the record, the facts in this case are substantially as follows:

George Hoffmaster died in a hospital at Muscatine March 24, 1917. At this time he was under the medical care of Dr. E. B. Fulliam, who found him to be hopelessly involved in blood poisoning arising from an infected finger. Dr. Fulliam testifies that the deceased told him the finger was injured "in adjusting a machine or something of that kind; a belt or something slipped, or his finger slipped, and caused an abrasion

on his finger." Witness did not state that the workman gave him any date upon which any accident had occurred to his finger.

It seems this claimant did not see her husband after the alleged accident until a short time before his death she visited him at the hospital. He then and there told her, as the wife testifies, that he "was hurt in the laundry washer." She relates, "He didn't tell me any certain time."

Mrs. Lida Baker, sister-in-law of the deceased, testifies that she visited him in the Model Laundry at Davenport about a week previous to a visit she made to the hospital to see him on the 22d of March, 1917. At the time of the laundry visit she testifies her brother-in-law had his finger wrapped up in white cloth and in response to her question said, "I hurt it on the brass on one of the washers." She said, "He didn't tell me the day." She said Charles Worley, proprietor of the laundry, was in the room at the time this conversation occurred. She said she had a slight acquaintance with Mr. Worley, that he came up, "handed me out his hand and shook hands. He kind of looked at George's hand." She said she could not say whether or not the proprietor heard her conversation with her brother-in-law relative to the finger.

For several months prior to his decease this workman had occupied a room belonging to Mrs. Anne E. Least, of Davenport. She testifies that on the 17th day of February preceding the date of death, he came to the door of her room showing her an ailing finger and asked her to "mix up a little poultice" for him. She said he told her he hurt the finger over the washer." This witness further testifies that on the 19th of February, at the request of the deceased, she called Dr. Barewald for him. Asked if workman told her when the injury occurred, she answered, "He says a couple of days ago. That is the way he put it." Mrs. Least would seem to have been considerably mixed as to her dates, but she finally fixed them as appears herewith.

There appears in the record no direct evidence from Mr. Worley, the proprietor of the Model Laundry, and no reason is apparent why he should not have been called to establish knowledge on the part of the employer and the verity of hearsay testimony introduced evidently for the purpose of manifesting on the part of the proprietor recognition of the injury of Hoffmaster.

The evidence in this case is based wholly upon hearsay. While hearsay testimony is admitted in this practice, it cannot be assumed that such evidence can be relied upon except to sustain and strengthen some measure of direct evidence. There is nothing in the record to show that any accident occurred at any specific time. Even the hearsay testimony admitted does not relate to any specific incident that occurred at any particular time as being the proximate cause of this injury and death. Admitting that an injury under compensable circumstances may have been sustained by this workman, such conclusion could be sustained only upon

the basis of conjecture, and conjecture is not sufficient basis of an award in compensation cases.

The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 7th day of November, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

#### DEPENDENCY OF MINOR CHILD—POLICY COVERAGE

A. L. Franks, as next friend of Esther Franks, minor daughter of Bert Franks, Deceased, Claimant,

vs.

George W. Carpenter, Employer,  
Iowa Mutual Liability Insurance Company, Insurance Carrier.

#### *In Review Before the Iowa Industrial Commissioner*

Redmond & Stewart, and Charles Penningroth, for Claimant,  
Johnson, Donnelly & Swab, for Defendants.

This action is brought for the purpose of establishing dependency of claimant, Esther Franks as daughter of Bert Franks, who lost his life November 1, 1918, as the alleged employe of George W. Carpenter. The insurance carrier of Carpenter resists payment on the ground:

1. That Bert Franks died without dependents;
2. That said deceased was not in the employ of Carpenter at the time of his death;
3. That the policy of insurance issued to said Carpenter did not afford coverage for the kind of work in which Franks was engaged at the time of his death.

In arbitration at Cedar Rapids February 7, 1920, it was found that the claimant, Esther Franks, was entitled, to compensation from the defendant employer at the rate of \$10.00 per week from the date of the death of Bert Franks until she should reach the age of sixteen years.

In support of the allegation that Franks was not in the employ of Carpenter at the time of his death, it is the contention that I. W. Hudson, as an independent contractor, was the employer. The circumstances of the employment and the accidental death are substantially as follows:

A school house was in course of erection at Conroy. This defendant employer contracted for the installation of the plumbing in this building. Under this contract it was necessary to construct a sewer from a septic tank to the tile outlet, the material of the conduit part of the way being tile and part of the way sewer pipe. The testimony of I. W. Hudson and also of the defendant Carpenter is to the effect that Carpenter directed Hudson to do this work; to hire the men, submitting the payroll to him. This was accordingly done, whereupon checks were issued by Carpenter from time to time to meet these charges.

Hudson was evidently financially concerned in this contract only to

the extent of fifty cents an hour which he received for his services. Franks was called to the work by Hudson. In making payment for services rendered by Franks and other men on this job, Hudson made disbursement for Carpenter upon the basis of time submitted for such payment. Hudson repeatedly alleges in testimony that he had no profit from any source upon his work upon this contract, his financial reward being confined wholly to the daily wage received from Carpenter. The testimony of the employer is substantially corroborative and no proof to the contrary is in evidence.

While Carpenter may not have exercised superintendency over the details of the work, it is apparent the relations of the parties gave him ample authority so to do. The waiving of this right is no proof of independent contracting upon the part of Hudson.

Probably the most significant incident in establishing the relations of Carpenter and Hudson is the fact developed in the record that Hudson received from Carpenter \$1.00 for each daily trip for carrying the workmen on this contract to the place of employment. It is simply absurd to assume that Carpenter would have paid any sum whatever for transporting Hudson's workmen, had Hudson sustained the relations of independent contractor.

Ingenious theory and elaborate citation on the part of defendant counsel cannot make the plain circumstances of this relationship change or obscure the fact that Hudson was merely an employe and representative of Carpenter and that the deceased workman was accountable to, and paid for his services by this defendant employer.

It is the contention of defendant that the insurance policy issued to George W. Carpenter covered plumbing work only, and that the services rendered by Franks at the time of his death cannot be so classified. By the caving in of the ditch in which he was working, Franks lost his life while making a sewer pipe connection. It would be difficult to prove that plumbing coverage does not afford protection in such a case, and it is so held herein. However, this action is brought immediately against the employer, who came under the jurisdiction of the Workmen's Compensation Law in taking out compensation insurance. Any contention that may exist as to details of policy coverage is between Carpenter and his insurer, and in such controversy this claimant has no concern.

Esther Franks sustained relations of dependency to her deceased father at the time of his death under the rule of conclusive presumption established by paragraph 2 of subsection (c), Section 2477-m16, Supplement to the Code of 1913. This definite rule is not subject to controversy.

The record shows that for some time prior to his death Bert Franks had contributed to the support of his father, Alvarado Franks, presumably in the sum of \$2.50 a week.

The decision of the arbitration committee as to the dependency of Esther Franks is affirmed, and it is further ordered that from and after the date this claimant shall have reached the age of sixteen years, during the remainder of the payment period of three hundred weeks, this defendant

shall pay to Alvdor Franks on the basis of actual dependency the sum of \$1.11 a week.

Dated at Des Moines, Iowa, this 30th day of July, 1920.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Pending in District Court.

DEPENDENCY ESTABLISHED—ACTION NOT BARRED BY STATUTE  
OF LIMITATIONS

Royal & Royal, for Claimants,  
Chandler Woodbridge, for Defendants.  
Dependents of Theodore N. Lykas, deceased employe, Claimants.

vs.

Northwestern States Portland Cement Company and  
The London Guaranty & Accident Company, Limited, Defendants.

*In Review Before the Iowa Industrial Commissioner*

Theodore N. Lykas lost his life at Mason City, Iowa, while in the employment of this defendant. Arbitration proceeding occurred at the office of the Industrial Commissioner by stipulation between the parties, and on November 13, 1916, the arbitration committee found in favor of the claimants.

This proceeding in review is upon the petition of defendants, two questions only being in controversy, to-wit:

The identification of alleged dependents in this case, and as to whether or not this proceeding is barred by the statute of limitations under the laws of the state of Iowa. Upon both these points the arbitration committee found for claimants.

At this review hearing additional testimony was submitted by claimants. Nicholas Salophoulos, Consul General of the Kingdom of Greece, testified as to the validity of the official certificate in this record by the President of the village of Konistra in Greece relative to the marriage of Theodore N. Lykas and Anthoula, his wife and the surviving widow and claimant in this case, explaining the customs and methods prevailing among the Greeks relative to the keeping of public records and proper certificates as to their validity.

Nick Skarles testified that he was present and witnessed the marriage of Theodore N. Lykas and his wife, Anthoula, in the village of Konistra, also that he was present when another dependent in the case, George Lykas, son of Theodore N. Lykas and Anthoula Lykas was baptized and christened. This testimony remains unchallenged and is supported by additional evidence.

In view of the evidence submitted at the arbitration hearing and the additional testimony of importance introduced at the review hearing, I am clearly of the opinion that the decision of the arbitration committee should be sustained upon all points in controversy.

It is therefore ordered that the defendants hereto, The Northwestern

States Portland Cement Company and the London Guaranty & Accident Company, Limited, shall pay to these dependents the sum of \$5.77 per week for a period of 300 weeks, beginning on the second day of August, 1914.

Dated at Des Moines, Iowa, this 19th day of June, 1917.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

DEPENDENCY OF PARENTS—CONTRIBUTION AS SUCH NOT  
ESTABLISHED

Sarah Nelson and Chris Nelson, Claimants,

vs.

Plymouth Gypsum Co., Defendants.  
Price & Hanson, Attorneys for Claimants.  
J. A. Eddy, and Frank Maher, Attorneys for Defendant.

*In Review Before the Iowa Industrial Commissioner*

On the 26th day of July, 1916, Albert Nelson lost his life from an injury arising out of and in course of his employment by the Plymouth Gypsum Company of Fort Dodge, Iowa, said injury having occurred on the 21st day of July, 1916.

On the 27th day of February, 1918, an arbitration committee found for the claimant parents in the sum of ninety (90) cents per week for a period of three hundred (300) weeks as dependents of the deceased workman; Ralph Young, Deputy Industrial Commissioner, dissenting.

Petition for Review was filed by the employer, alleging various and sundry irregularities on the part of arbitration proceeding, as well as protesting the finding of the committee in its award to claimants.

Proceeding in Review was also instituted by the claimants, alleging error on the part of the arbitration board in that it had minimized the measure of compensation due the parents alleged to be dependent.

Technical subsidiary pleadings were filed in this case by counsel.

In defining the powers and duties of administration under the Workmen's Compensation system, the Iowa statute provides that, "Process and procedure under this act shall be as summary as reasonably may be." In obedience to a liberal interpretation of this provision, and following the precedent and practice of compensation jurisdiction generally, it is the policy of this department to discourage in so far as practicable and without the subversion of legal rights, all proceedings having a tendency to interfere with reasonable endeavor to develop facts involved and a deliberate effort to reach a just conclusion in cases of controversy.

Shorn of surplusage and technicality, this case would seem to involve only a few important elements. It is admitted that Albert Nelson lost his life in compensable relationship with the defendant company if dependency can be duly established. Any dependency that might exist must be "determined in accordance with the fact as the fact may be at

the time of the injury." Actual contribution from the deceased workman to necessary support would seem to be the only basis of dependency award. The facts must be squared by the law. It therefore becomes necessary to ascertain from the evidence what sum, if any, was contributed by Albert Nelson as actual support to these claimants during the period immediately preceding his death.

Claimants Chris Nelson and Sarah Nelson both testify that their son, Albert Nelson, was in the habit of placing money in a bureau drawer in his room from time to time as his earnings were received, and that at his suggestion it was the practice of the mother, Mrs. Nelson, to help herself to this deposit as she pleased or as her need developed. The witnesses expressed the opinion that in this way the family received support from the deceased son to the extent of twenty dollars (\$20.00) a month or thereabouts.

Endeavor to develop details of corroboration as to the amount deposited in the bureau drawer or extracted therefrom by Mrs. Nelson would appear to have been quite unsuccessful. In the course of interdependent family relationship it is not to be expected that strict account is kept, and it would be unreasonable to assume that in this case, Mr. and Mrs. Nelson would be able to diagram with dates and amounts all contributions made by their son, Albert Nelson, had he been substantially aiding in their support. It should be understood, however, that no claim for dependency can be established without some measure of method and detail that will relieve compensation authority from the necessity of basing an award upon mere guesswork.

As the testimony is recalled, there is only one expression relative to the extraction of any specific amount from this alleged hoard of the workman, and that was when, according to the testimony of Chris. Nelson, "Mamma went up one day and got me \$10.00 and another time \$5.00." It is as easy to assume from the record that the sum actually contributed in this way by Albert Nelson was \$10.00 a month, or \$30.00 a month, as that it might have been \$20.00 a month. It is only by the vaguest conjecture that any specific amount could be determined upon as such actual contribution.

Furthermore, it would not appear that such requirement of actual need of support existed in family relationship as to make any considerable contribution necessary. The earnings of the father would seem to have been about eight hundred dollars a year. There was no rent to pay because the home was owned by the father. A considerable tract of land belonging to the home afforded ample garden supplies, and a cow was kept that must have materially reduced family expenses.

The family consisted of the father and mother, one son besides the deceased, and a daughter about seventeen. The son Harry Nelson, it is alleged in evidence, made regular contributions to family support and was served as a member of the family.

It is alleged that the earnings of the father were being husbanded

for the payment of a mortgage on the home place. This enterprise can afford no basis for dependency on the part of the deceased son.

As this case is under review, the Weekly Underwriter of May 11th comes to hand with a decision very much in point. It is by the Court of Common Pleas of Allegheny County, Pennsylvania, William Fenwick, employe, McDonald Coal Company, employer. The State Compensation Board had disallowed the claim of the father and mother of the deceased employe for actual dependency under a law practically identical with our own as to actual dependency. The father was forty-nine years of age, in normal health and strength, and with earning power of the ordinary man of that age and station. There was debt upon the home of \$1,290 being paid at the rate of \$10.00 a month. The father and two adult sons together earned \$60.00 a week, and the deceased son earned \$17.00 a week, and these earnings, about \$308 per month, were all given to the mother who paid the expenses of the family, amounting to about \$160 a month, including clothing. Summing up the situation, it is held by the court as stated in this report:

"It is very clear that the mother and father were not dependent for support upon the wages of their deceased son. His earnings would probably have enabled them to have saved more for the future, but they were not necessary for the support of the family. The statute makes provision for the loss of support as of the date of the accident, but it makes none for loss of earnings in the distant future or for speculative inability to lay aside a competency."

This rule is readily adopted herein as being sound in logic and just in application.

The evidence fails to justify the assumption that from any source and for any purpose contributions were made by Albert Nelson for family uses in a sum so considerable as \$20.00 a month. The evidence further justifies the belief that no contribution of support within the meaning of the law was made by Albert Nelson, whatever sums may have been extracted from the bureau hoard by Mrs. Nelson with his consent.

If, however, a different conclusion could be reached from a search of the record—if it could be made to appear that as much as \$20.00 a month was contributed and that the family was in such condition as to support that such sum might be reasonably taken as contribution for this purpose—it would be necessary to set over against this sum the return Albert Nelson received in support applied to his own needs. He was a regular boarder and lodger in the home. He could not have received in any other place such accommodation as he there enjoyed for the sum of \$20.00 a month. It is only reasonable to assume that, whether or not relations of dependency might be established in point of need, the amount received by Mrs. Nelson in the way she describes could not have been more than enough to offset a reasonable charge for his own support and accommodation in the Nelson home.

It is not incumbent upon the defendant insurer to show that dependent relationship did not exist in this case. The burden is upon the claimants to prove that dependent relationship existed because of family

needs and because of actual contribution to support before his death on the part of this deceased son. This burden has not been met, as the evidence clearly discloses.

WHEREFORE, It is held that the committee erred in finding any measure of dependency whatever as due the claimants, Chris Nelson and Sarah Nelson, or any other person, on the basis of actual contribution within the meaning of the law.

IT IS THEREFORE ORDERED that the decision of the arbitration committee be reversed.

Dated at Des Moines, Iowa, this 16th day of May, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Pending in District Court.

#### COMMON LAW MARRIAGE NOT ESTABLISHED

May Sellers, Claimant.

vs.

Sioux City Stock Yards Company, Employer.

Security Mutual Casualty Company, Insurance Carrier.

Ward Evans, for Claimant;;

G. T. Struble, for Defendants.

Arbitrators, Ralph Young, Chairman; Henry Shull, T. P. Cleary.

Arbitration hearing, April 15, 1919.

#### *In Review Before the Iowa Industrial Commissioner*

The only question involved in this case is as to whether or not May Sellers was entitled to compensation benefits as the lawful wife of Herbert Sellers at the time of his injury and death in the employment of this defendant, May 22, 1918.

It is not alleged that these twain had entered into lawful wedlock under the usual forms of social convention but that they maintained such relations and entertained such intentions as to entitle this claimant to compensation award as the common law wife of Herbert Sellers.

Under the holding of our Supreme Court, the validity of common law marriage is recognized in the State of Iowa. In this and other states the courts have established conditions precedent to such recognition. Opinions following are quoted:

"A marriage not solemnized in the ordinary way, but created by an agreement to marry, followed by cohabitation, is designated in the books and by counsel as a 'common-law marriage.' Taylor vs. Taylor, 44 Pac. 675, 7 Colo. App. 549; Taylor vs. Taylor, 50 Pac. 1049, 10 Colo. App. 303."

"A common-law marriage exists when the man and woman enter into an agreement to become husband and wife, and live together as husband and wife, and in pursuance of such agreement do live together and cohabit as husband and wife, and hold each other to the public as husband and wife; and such agreement may be either express or implied, an express agreement being where the parties thereto expressly agree, and an implied agreement being one where the conduct of the parties with reference to

the subject matter is such as to induce the belief that they intended to do that which their acts indicate they have done. Cuneo vs. De Cuneo, 59 S. W. 284, 285, 24 Tex. Civ. App. 438."

"Under Code, 3139, defining marriage as a civil contract, and section 3145, declaring who may solemnize marriages, a common-law marriage consisting of a present agreement to be husband and wife, followed by cohabitation as such, is valid. Pegg vs. Pegg, 115 N. W. 1027, 1028, 138 Iowa, 572."

"While cohabitation and the reputed relation of husband and wife may be shown as tending to give color to the relation of the parties and the recognition each by the other of the existence of a marriage between them, the fundamental question in determining whether such relation constitutes a common-law marriage is whether the minds of the parties have met in mutual consent to the status of marriage. Neither such intent nor consent can be inferred from cohabitation alone, and reputation is of no significance save as it has a bearing on the question of intent. In re Boyington's Estate, Jones vs. Williams, 157 — —, 137 N. W. 949."

It remains to be seen whether or not May Sellers has, in the record of this case, qualified as the wife of Herbert Sellers at the time of his injury and death.

At the arbitration hearing the testimony of a number of witnesses was submitted by each party to this action, very much the most important of which is that of May Sellers.

The claimant had been previously married to George Smith and duly divorced. She testified she lived with the deceased for a period of five years, that no ceremony was performed, that Sellers introduced her to people as his wife. During much of this period she kept roomers. In her evidence the claim was made at first that she always used the Sellers name. She later testified that she "might have used the name of Smith"; that she "used that name lots of times"; that she might have signed instruments or written agreements using the name of Smith; that she "used the name of Smith a good deal and did that on account of having this boy, it was his name, I had my bank account in, it didn't belong to me." Further, "I might have given my name Smith lots of times because everybody knows me by that name." In reply to the question "You used to go by that name around the town practically all the time, didn't you?", she answered, "Lots of people knew me by that name." Asked, "Why did you sign the name of Smith instead of Sellers?" the reply was, "I signed my name as I told you just as much as the other."

Testifying for claimant, J. F. Snow says he heard Sellers tell another man that he was married.

Miss Mildred Keeney says Sellers introduced this claimant as his wife when they came to room at her home; that Sellers gave claimant his week's wages and that she never "heard him deny that she was his wife."

Anna Carroll, sister of the claimant, says claimant and Sellers lived together as husband and wife and that she never "heard her deny in any way that she was his wife"; that he contributed to her support and that they lived as husband and wife.

Mrs. Hanks testifies that Sellers and this claimant roomed at her



house for nine weeks, that Sellers introduced claimant as his wife and that she never "heard him say that she was not his wife."

Called by defendant, Dr. Daily testified he had charge of the deceased after his injury. He says he was "called up on the day of the accident by some one on the telephone." He did not know at the time who it was as she did not tell him more than to say that "she was the woman where this man roomed." Subsequently she called at his office, at no time claiming to be the wife of the deceased; that she said he had no relatives in this country but had a mother in England. He received the impression from the conversation that Sellers was merely rooming with claimant. She came to his office later, but in conversation did not make any statement leading him to change his mind as to the relations of claimant and the deceased.

P. A. Gary, of the Sioux City police force, testified that he had for eight or ten years had a passing acquaintance with claimant and that during this time she went by the name of Smith and that he never heard her called by the name of Sellers.

A. G. Curtis, also a police officer, testified he had known claimant ten or twelve years; that he knew her as running a rooming house; that during this time she was known by the name of Mrs. Smith and that he always so addressed her; that he never knew she was living with Mr. Sellers at all.

B. R. Millington, shipping clerk for Sturgis Brothers, wholesale saddlery and stoves, testified that claimant had been working at the same place with him three or four months; that she was known there as Mrs. M. Smith. Did not know she had claimed to have any other name. She was on the books of the company as Mrs. M. Smith. Always answered to the name of Smith. He knew Herbert Sellers. Did not know she was living with him.

H. G. Polling, in the employ of Sturgis Brothers for the previous seven months, said he did not know claimant personally but had heard her addressed as Mrs. Smith and he had known of her by no other name. He identified claimant as the Mrs. Smith referred to.

E. R. Handy, in the employ of this defendant, testified that in his endeavor to locate relatives of the deceased he went to the address Sellers lived at, 611 Pearl Street, where he saw claimant. Said she was running the place. Asked if she knew of any relatives of Sellers, she told him that "he had no relatives living in this country, that his relatives lived in England." She said nothing about his being her husband. Neither then nor later had she, to his knowledge, claimed to be Sellers' wife; that she appeared to be "very little concerned" about the accident to Sellers.

Upon this record the conclusion that May Sellers is entitled to compensation benefits as the wife of Herbert Sellers could not be justified. There is little basis for the assumption that at any time these parties had intended to enter the marriage relation or that they at all seriously regarded any ties they could have created in the establishment of legal

domestic relationship. The impression is irresistible that this claimant had not seriously considered the matter of marriage with the deceased, that her taking the name of Sellers and assuming marital relations with the deceased Sellers was an afterthought inspired by the hope of establishing a claim for compensation and drawing a prize for her illegal and unseemly conduct.

In re Brush, 49 N. Y. Supp. 803, 806, 25 App. Div. 610, appears judicial expression interesting in this connection. A woman was seeking to establish property rights under alleged marital relations with one deceased. In part the court said:

"No ceremony is necessary to create the relation of man and wife in this state. The contract of marriage, so far as its inception goes, is regarded as is any other contract, and it may be begun by an agreement between the two interested parties that they assume towards each other the relation of husband and wife. That agreement, if it is not proven in express terms by competent evidence, may be established by the fact of cohabitation and reputation among their friends and neighbors, and of recognition of each other as holding that relation. (Gall vs. Gall, 114 N. Y. 109; Hynes vs. McDermott, 10 Daly, 423; aff'd., 91 N.Y. 451.) But these facts of themselves do not constitute a marriage. They are simply evidence from which, if sufficiently strong, the courts are at liberty to infer that the cohabitation was the result of a previous agreement to become man and wife, and from that fact to infer further that a marriage actually existed between the parties. (Gall vs. Gall, supra, 117.) It is quite true that it has been said that the presumption of marriage arising from cohabitation, apparently matrimonial, is one of the strongest known to the law. In many cases this is undoubtedly the fact. But this presumption is indulged in in the interest of decency and clean living, and because of the preference which the law has for orderly and decent conduct as against licentiousness. The inference is not made for the benefit of either party to the alleged contract. \* \* \* \* \* The term "common-law wife" is one not known to the law, and the law looks with no favor upon the connection indicated by it. As ordinarily used, this term is a synonym for a woman who, having lived in a state of concubinage with a man during the time when she might have been openly declared to be his wife, if she were such, only seeks to assume that relation openly after his death, and when she is impelled to it by the loss of the support which he has given to her, and by a desire to obtain that support by sharing in the proceeds of his property."

Evidently the courts sustain common law marriage as a choice of evils—not because it is commendable or even socially tolerable, but because it is better so to do than to take the responsibility involved in stamping such relations as outlawry. Indeed, disapproval of such proceeding is plain in the Iowa legislative provision that while such irregularity in domestic relationship may be valid, "all persons aiding or abetting them shall forfeit to the school fund the sum of \$50.00 each." The fact that the law does not confine legal domestic relationship to specific formality of ceremonial antecedent does not put a premium on lewdness or throw to the winds the vital elements involved in the marriage covenant. While valid and binding under specific limitation, it is manifestly against public policy and private morals to strain the legal as well as the moral code in order to make it easy to bring illicit relationship within

the benefits of benign provisions affording relief and comfort to the marriage relation.

The burden was on this claimant to prove compensable relationship as the wife of Herbert Sellers. This burden is not sustained in the record. A preponderance of the evidence is opposed to such contention. Her own conduct stands against her and out of her own mouth is her purpose defeated.

The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 14th day of August, 1919.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Pending in District Court.

#### COMMON LAW MARRIAGE—COMPENSATION AWARD

Mabel Martin Miller, Claimant.

vs.

Saylor Coal Company, Defendant.

Interstate Casualty Company, Insurance Carrier.

Martha Miller, Intervener.

John T. Clarkson and F. C. Huebner, for Claimant;

Stipp, Perry, Bannister & Starzinger, for Defendants;

Mulvaney & Mulvaney, for Intervener.

#### IN ARBITRATION.

Demand was made for compensation on the part of this claimant as the common-law wife of Hayes Miller, who lost his life in the employ of the Saylor Coal Company.

Mabel Martin Miller and Hayes Miller had lived as husband and wife for a period of nearly three years. They had maintained a home in usual equipment and met the conventional requirements of the marriage relation. Claimant had been repeatedly introduced by the deceased as his wife, and the parties had commonly held themselves out as husband and wife. Insurance policies had been taken out by Miller in favor of the claimant as his wife. Evidence of infidelity during this relationship appears in this record, but if this were admitted it was condoned by subsequent conjugal relations.

Plaintiff was awarded the sum of Ten (\$10.00) Dollars a week for three hundred weeks.

The petition of the intervener, Martha Miller, was dismissed. No appeal.

#### LOSS OF EYE—PROXIMATE CAUSE IN ACCIDENTAL INJURY—NOTICE SUFFICIENT

Joe Venzon, Claimant.

vs.

Anderson Coal Company and Interstate Casualty Company, Defendant.  
John T. Clarkson and Fred C. Huebener, for Claimant;  
Stipp, Perry, Bannister & Starzinger, for Defendants.

#### *In Review Before the Iowa Industrial Commissioner*

On the 21st day of October, 1919, it was found in arbitration at Andersonville, Iowa, that Joe Venzon suffered a personal injury on or about the 19th day of May, 1918, in the course of and arising out of his employment by the Anderson Coal Company, resulting in the total and permanent vision of his right eye, which entitles him to compensation in the sum of Thirteen and 60-100 (\$13.60) Dollars a week for a period of one hundred weeks.

Defendants deny any measure of liability in this case and bring this proceeding in review my way of appeal from the decision of the arbitration committee.

The case of claimant as disclosed by the record is substantially as follows:

For about four years prior to May 10, 1918, Joe Venzon had been in the employ of the defendant coal company, and was generally considered to be a steady worker. He had been subject to no sickness of any kind which caused the loss of a single day in the mines. He had at no time suffered any measure of loss of vision, and had experienced no eye ailment of any kind whatsoever. On May 10, 1918, while driving an entry in the pursuit of his usual employment, a substance, believed to have been sulphur, struck him in the right eye. After waiting a few moments to see if the pain would not cease and applying cold water in the hope of relief, he got no better. He then called for Jim Cummings, a fellow workman not far away, telling him of his misfortune. On the way out of the mine claimant attracted the attention of other fellow workmen by his evidence of distress.

As soon as he could be secured, Dr. Magarian made examination of the injured eye and had the case in charge professionally for some six or seven weeks without manifest improvement. Claimant then went to the Mayo clinic at Rochester, Minnesota, where an operation was performed without apparent benefit, and subsequently total loss of vision was sustained.

Defendants rely chiefly upon the plea of prejudice, resulting from neglect to give notice on the part of Venzon. They allege that no notice was given nor knowledge obtained prior to August 1, 1918, when counsel for claimant served the usual written notice. They contend that prompt information would have resulted in sending the workman to an eye specialist in time to prevent any compensable claim on the basis of permanent injury.

There is evidence in the record to show that the company had notice through a representative, of this injury to claimant on the day following the accident, and that later another representative received such notice. Dr. Magarian has for a number of years been the authorized company physician under appointment by the insurer, the Interstate Casualty Company, and its predecessor, the Guardian Casualty & Guaranty Company. He testifies that he treated claimant on the theory that he had been affected by smallpox and that the eye trouble was due to a pockmark on the cornea. He does not deny that claimant may have informed him he had sustained an injury through accident, but does not definitely recall any such circumstance. Claimant denies any smallpox experience whatever, then or at any previous time, and there would seem to be nothing in the record to sustain the conjecture of the physician.

While it may be the rule of the insurer to require injured workmen to call upon an employer for medical aid in their interest, defendant would not seem to have been in any measure prejudiced from the fact that claimant sought relief through the services of a regularly authorized company physician. It is a reasonable presumption that any need for the services of a specialist should have been promptly discovered by Dr. Magarian, and in no logical sense were the defendants prejudiced from the fact that the workman trusted himself to the skill of their recognized physician.

Claimant contends that the relations of Dr. Magarian with the company are such that notice to him meets the requirements of the law as to notice to the employer. Be this as it may, defendant should not plead prejudice in view of the facts disclosed by the record.

There can be no logical escape from the conclusion that on or about May 10, 1918, the claimant received an injury to his eye substantially as alleged. The statement of Venzon has important corroboration in the testimony of fellow workmen who saw him almost immediately following the accident as alleged, and the entire subsequent history justifies the story of claimant as to the basis of his claim. Employers and insurers are sometimes prejudiced by laxity as to the matter of notice on the part of injured workmen, and they should have reasonable protection against such prejudice, but the case at bar would not appear to be in this class.

History of an accidental injury as alleged is plainly in this record. The appeal to Dr. Magarian was at once natural and unassailable. Claimant accepted his counsel and obediently met its requirements. Nothing in evidence justifies the theory of pockmark in the eye as a basis of injury. If the services of a specialist were required, no one involved in the case should have more certainty made the discovery. If the doctor made a mistake in diagnosis, the workman should not be penalized. There is warrant in the record for the assumption that the employer, through representatives, had knowledge of this injury, but if it became necessary to discredit and discard the same, the plea of prejudice is net well founded. The fact that the workman has very imperfect knowledge of English is to be considered in the reasonable and usual endeavor to receive minor doubts in his favor.

It is therefore held that Joe Venzon has sustained the burden of proof in support of his claim, and that the defendants have failed in the endeavor to justify their denial of compensation on the ground of prejudice.

Wherefore, the decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 9th day of February, 1920.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

#### EYE INJURY—IN EMPLOYMENT—NOTICE

J. J. Quinlan, Claimant,

vs.

Continental Foundry & Machine Company, Employer,  
The Fidelity & Casualty Company of New York, Carrier,  
Herminghaus & Herminghaus, for Claimant,  
G. A. Hodgman, for Defendant.

#### *In Review Before the Iowa Industrial Commissioner*

This action is based upon an injury, alleged to have been sustained by J. J. Quinlan on the 22d day of July, 1916, as arising out of and in the course of his employment by this defendant, which resulted in total permanent loss of vision of his left eye. Arbitration proceeding occurring at Fort Madison, September 4, 1918, justified the validity of this claim and gave to defendant one hundred (100) weeks of compensation, on the basis of Ten Dollars (\$10.00) a week. This decision is resisted by defendant on the grounds:

1. That the injury in question did not arise out of and in the course of the employment.
2. That the Continental Foundry & Machine Company did not have knowledge or notice of any compensable injury within the requirements of the statute.

Claimant testifies that while at his work as a molder in the plant of this defendant, a chip from a casting flew and hit him in the eye; that the said accident moved him to the use of language unfit for introduction as evidence; that a number of fellow workmen witnessed his manifestations of pain and temper; that one Tompkins, foreman of the shop, in which he was working, was among the workmen during the day when the accident was common talk. He further testifies that while in the office of Dr. Powers the evening of the day of the injury, foreman Tompkins came in for some kind of medical treatment, and that when they met in the presence of the doctor, Tompkins said: "How is the eye feeling, Jack?" when claimant says: "I told him it was feeling on the bum."

The accident was on Saturday. On Monday Quinlan testifies he went to Burlington to see a specialist, after notifying the office of his employer that because of this necessary trip he "would not be to work." Could not identify the person to whom he gave this message over the 'phone.

George Bolte was the fellow workman, who, in the course of his em-

ployment, made the chip causing alleged injury. Called by the claimant, he submitted a queer line of testimony; thought he worked for defendant company in July, 1916; didn't remember about Quinlan getting hurt; couldn't say anything about the time; remembered the time when Nye and Quinlan were setting a core near a crane; didn't remember about Quinlan cursing him. In reply to the question: "Do you remember about others remarking about his eye and looking at it?" and the answer was—"I might not have been there." Asked—"Do you remember of Quinlan being hurt any time?" he answered—"That is what he says, yes sir." Said he heard it talked about in the shop that Quinlan was hurt; that he heard it talked that he was hurt by a chip from his casting.

Blutcher Nye, on page 21 of the Abstract of Evidence, testified as follows:

"A. I was working at one end of the mold truing it and he was working at the other end, I was holding one side and couldn't see him. Of course, the core was higher than me or him. I heard him swear the first thing. There was chipping and noise around and I heard him cuss and asked what was the matter and he never answered. I walked around and he had his hand up to his eye but didn't answer me. I walked around but didn't start an argument for it was none of my business. He went to cussing Bolte. I went back around and his eye then looked about the same as if he had been rubbing it a little, as a man will"; it looked a little inflamed, and he started to work. I thought maybe he was just hit on the outside of the eye."

Nye further testifies that the eye got worse. "I looked at it as soon as we got through pouring and the eye was all inflamed." He says Tompkins was there at the time and examined the eye. Further, that the accident was "generally known and talked about all over the shop."

Dr. M. R. Powers of Fort Madison, testifies that J. J. Quinlan came to his office for examination and treatment the evening after the injury; that he found upon examination "marked inflammation and laceration of the cornea in the region of the limbus of the left eye." He distinctly corroborates the statement of claimant that there was a meeting in his office at this time between Quinlan and foreman Tompkins. He does not distinctly remember what was said, but thinks there was some passing remark about the eye trouble of Quinlan.

At the arbitration hearing the defendant offered in evidence the deposition of R. A. Fisher, who was superintendent at the plant of the defendant company at the time of the accident. He testifies that the first knowledge he had of the injury in question was on December 8, 1916. Furthermore, that foreman Tompkins told him that he had no knowledge of any injury having been sustained by Quinlan as alleged.

No other evidence was introduced by defendant at the arbitration hearing, except that submitted by G. A. Hodgman, attorney for the defendant, who testifies at length as to statements made to him derogatory to the claim and character of this claimant.

At the review hearing Dr. F. L. Wahrer testified as to statements made by Dr. Powers to him and relative to an examination he made of

Quinlan's eye in the spring of 1917; also submitted professional deductions assumed to have bearing upon the case.

Dr. R. H. Parker of Des Moines, was examined as to his opinion of the treatment administered by Dr. Powers, and under interrogation introduced into the record much speculative and conjectural philosophy relative to ophthalmic situations generally.

This is a very abbreviated review of the evidence submitted, but it is believed to be decidedly typical of the spirit and character of the mass of testimony. The evidence and pleadings in this record are more voluminous than enlightening. It is difficult to eliminate the mass of irrelevant statements and to develop the elements in the case practically bearing upon the real issues involved.

There would seem to be room for little doubt in the unbiased mind that the injury resulted from an accident such as the case of the claimant discloses. The testimony of Quinlan is convincing. Without impeach ment, it is difficult to regard as otherwise than strongly corroborative the statements of Blutcher Nye, who worked side by side with Quinlan at the time of the accident. The testimony of Dr. Powers affords support to the evidence of Quinlan.

The Commissioner feels that the defendant unduly relies upon the testimony of George Bolte. For some reason not understood, this witness evidently endeavored to queer the case of claimant. His answers are evasive, contradictory, indefinite.

There is absolutely nothing in the record tending to controvert the statements of Quinlan and Nye relative to knowledge of the accident on the part of foreman Tompkins, except the testimony of counsel for the defense on the witness stand. It is not necessary to refer to the tendency on the part of judicial tribunals to substantially discount evidence of this character. Without intending to reflect upon the integrity of Mr. Hodgson, it may be stated that judicial credulity must be exercised beyond reasonable limit in order to permit hearsay evidence from such a deeply interested source to defeat the claim of a workman, where requirements of the burden of proof have been met with even ordinary success and approval.

In *Smith vs. Munger Laundry Co.*, 1 Cal. Ind. Acc. Com. (Part 1), 168, as reported in Third Ed. Bradley's, on Workmen's Compensation, it is observed:

"While the burden of proof rests upon the applicant to establish the fact of injury, yet the law does not require demonstration; that is, such a degree of proof as, excluding possibility of error, produces absolute certainty, because such proof is rarely possible. Moral certainty only is required, or that degree of proof which produces conviction in an unprejudiced mind."

Honnold, on Workmen's Compensation, page 464, says:

"The burden is on the applicant to establish the fact of accident, if accident be essential under the act; that the injury complained of was proximately caused thereby; and that the incapacity or death resulted from such injury. This burden may be sustained by circumstantial evi-

dence or inferences having a substantial basis in the evidence. A preponderance of the evidence is sufficient. By a preponderance of the evidence' is meant such evidence as, when weighed with that opposed to it, has more convincing force and from which it results that the greater probability is in favor of the party on whom the burden rests. \* \* \* Evidence conclusively showing an injury adequately accounted for by acts of the workman in the course of his employment is not overcome by the fact that the injury might by some possibility have resulted from some other cause not shown to exist. In such case the issue must be determined in the light of the greater likelihood."

At page 778, Honnold again observes:

"The burden of proof is upon the applicant to establish his claim by preponderance of credible testimony. This burden may in some cases be discharged by the testimony of the applicant alone, but such testimony must convince the mind that he has made his claim in good faith, and is entitled thereto."

The decision of the arbitration committee was unanimous. Evidently, the impression made by the statements and general credibility of the workman was good. The corroboration was apparently held to be sufficient. Such a situation should be given substantial consideration by the Commissioner in a review proceeding.

On page 779, Honnold says:

"Where it is difficult to determine where the weight of testimony lies concerning a given state of facts, or condition or manner in which an accident happened, a legal presumption favors the payment of compensation."

Under such legal holding, the claimant in this case has substantially met the requirements of the burden of proof.

The Commissioner is not inclined to give great weight to evidence conjectural or speculative as to what might have occurred, what may have occurred, or what may not have occurred, as tending to overthrow conditions of fact, even ordinarily established. Employers and insurers are believed to be exceeding the limit of privilege they may justly exercise in denying the claim of a workman, where it is held to be necessary to go far into the range of conjectural speculation to make their case.

The record in this case reasonably justifies the conclusion of the arbitration committee. That is not to say that all important facts are established beyond all possibility of doubt, but the "moral certainty" required plainly exists. "In the light of greater likelihood" the case is sound and secure. To decide otherwise, it would be necessary to resolve all doubt in favor of the defendant, to accept rambling conjecture as against statement of fact reasonable in character and logical in presumption. This is by no means the rule in Workmen's Compensation jurisdiction.

The decision of the Arbitration Committee is affirmed.

Dated at Des Moines, Iowa, this 6th day of October, 1919.

A. B. FUNK,  
Iowa Industrial Commissioner.

No appeal.

### EYE INJURY—ARISING OUT OF EMPLOYMENT

Albert Blackburn, Claimant,

vs.

City of Dubuque, Defendant.  
Frantzen, Bonson & Gilloon, for Claimant,  
M. H. Cizek, for Defendant.

#### *In Review Before the Iowa Industrial Commissioner*

In arbitration October 6, 1919, it was found that for the total loss of vision of his left eye, Albert Blackburn was entitled to receive from the defendant the sum of \$5.00 per week for a period of one hundred weeks.

On the part of the City of Dubuque, review proceeding is brought without any specific statement or indication as to the grounds for appeal from the decision of the arbitration committee. Defendant's answer to petition for arbitration indicates doubt as to any injury arising out of the employment having been sustained by claimant, and if such injury was sustained, resistance was made on the ground that defendant had no knowledge of the same within ninety days of its occurrence, as required by law.

The testimony of Albert Blackburn is to the effect that while cutting weeds on a vacant lot on the 10th and 11th days of July, 1916 he sustained injury to his eyes from contact with dust and pollen from the weeds which resulted in the loss of vision of his left eye; that within a few weeks, not to exceed five or six, he informed Alderman Plamondon of the injury he had sustained.

Dr. Nicholas Bray testifies that this claimant came to his office July 20, 1916, and that he treated him twenty-six days. He said he had a "very sore eye, inflamed and decayed—the left eye." He says the sight of the left eye was destroyed when he first saw him. Dr. Bray was of the opinion the condition of the eye was consistent with the history of the case given by Blackburn, to-wit: that he had been cutting weeds for the City and that the dust from the weeds got into his eye, and that he had tried to take care of it himself but it "went wrong."

Mrs. John Sheasle testifies that during the month of July, 1916, Blackburn borrowed of her a sickle to use, as stated by him, in cutting weeds for the City; that when he returned the sickle his face and clothing were covered with a green colored dust. She said Blackburn told her about his eye and she observed that "dirt and matter was coming out of it."

City records were introduced to show that Blackburn had been in the employ of the City intermittently during the season.

The wife of Albert Blackburn, and Albert Blackburn himself, both testify that prior to July 10, 1916, claimant had had no trouble whatsoever with his eyes.

Louis Plamondon, City Alderman, in evidence admits a conversation with Blackburn in which injury to the eye was claimed. He is unable to state the date of such conversation, but makes no statement denying

or in any way controverting the claim of this workman that such conversation occurred within a few weeks of the date of injury.

This would seem to complete the substance of the record in this case material to its character. It is by no means completely satisfying as to the entire situation involved. Incompleteness as to detail in naturally due to the fact that this hearing was held more than three years after the date of injury as alleged. Suspicion to a greater or less extent is likely to attend such long delay in bringing an action of this character. It is due the workman to say, however, that the files show Blackburn had employed an attorney and was depending upon him to prosecute this case within a reasonable period; and at the arbitration hearing explanation was made as to why his attorney had not brought action, which seemed consistent and in no way reflecting upon the claimant or his case.

A careful review of the evidence creates the impression that Albert Blackburn was cutting weeds, as alleged, for the City of Dubuque July 10th and 11th, 1916. Taking the testimony of Blackburn with that of Alderman Plamondon, the assumption is warranted that the City of Dubuque had legal knowledge through the alderman as to its obligation to this workman. The testimony of Dr. Bray is consistent with the history of the case and the claim of Blackburn.

Honnold, "On Compensation" at page 464, says:

"The burden is on the applicant to establish the fact of accident, if accident be essential under the act; that the injury complained of was proximately caused thereby; and that the incapacity or death resulted from such injury. This burden may be sustained by circumstantial evidence or inferences having a substantial basis in the evidence. A preponderance of the evidence is sufficient. By a 'preponderance of the evidence' is meant such evidence as, when weighed with that opposed to it, has more convincing force and from which it results that the greater probability is in favor of the party on whom the burden rests. \* \* \* Evidence conclusively showing an injury adequately accounted for by acts of the workman in the course of his employment is not overcome by the fact that the injury might by some possibility have resulted from some other cause not shown to exist. In such case the issue must be determined in the light of the greater likelihood."

This seems to be a fair and logical statement of the pending situation. There is basis for "substantial inference" in the evidence. Though evidence is not conclusive, "preponderance" is manifest in that there is little substantial resistance. The "greater probability" is in favor of injury having occurred, as alleged, rather than that no such injury occurred as arising out of the employment. Determined "in the light of the greater likelihood" award is fitting. The case bears the imprint of good faith and the story of the claimant invites credence. No attempt is made to deny the statement that Blackburn's eyes were all right before July 10, 1916. Under the evidence it may be readily assumed that he was engaged in weed cutting, as is claimed. There is no escape from the conclusion that medical aid was sought within a few days of this alleged date of injury, and from this state of facts it is reasonable to assume that the loss

of vision in Albert Blackburn's eyes arose out of his employment by the City of Dubuque in accordance with his own testimony.

The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this—day of October, 1920.

A. B. FUNK,  
Iowa Industrial Commissioner.

No appeal.

#### FREEZING OF FINGERS—WHY COMPENSABLE.

G. B. Smith, Claimant,

vs.

Turner Improvement Company, Employer,  
Globe Indemnity Company, Insurance Carrier.  
Lappan & Carlson for Claimant.  
W. W. Scott, for Defendants.

#### ARBITRATION

Hearing at the department July 29, 1920, developed these facts: December 10, 1919, while engaged in trench digging on the streets of Des Moines, G. B. Smith was so injured by freezing as to lose parts of six fingers and one thumb.

In case of injury by inclemency of the elements, such as freezing, excessive heat, cyclone or lightning, the rule in compensation jurisdiction is to base holding upon the particular circumstances involved. Injuries due to exposure to conditions common to the community, are not held to be covered. Those caused by hazard peculiar to the employment or to particular incidents at the time of injury are usually compensable.

In this case the evidence disclosed that claimant was one of a number employed at trench making. The weather was unusually cold. He alone was required to work in a position wholly exposed, while his fellow workmen found shelter in the ditch where they were digging. The nature of his employment was such that he could not consistently seek relief. There was additional exposure to fingers because of the work of shoveling—contact with a cold shovel handle and gripping which impeded circulation.

The arbitration committee found claimant entitled to receive \$15.00 a week for a period of 62½ weeks. Appeal withdrawn and settlement made on basis of committee award.

#### INJURY NOT PROXIMATE CAUSE

O. C. Jackson, Claimant,

vs.

Iowa Telephone Company, Defendant.  
Nesbit & Johnston, for Claimant,  
Chandler Woodbridge, for Defendant.

*In Review Before the Iowa Industrial Commissioner*

Claimant, O. C. Jackson, appeals from the decision of the Arbitra-

tion Committee rendered June 19, 1918, wherein it was found that in the payment of 13 1/2 weeks of compensation the defendant company had fully discharged its obligation to its employe.

Claimant was in the employ of the Iowa Telephone Company on August 28, 1917, when he fell from a telephone pole a distance of about 7 1/2 feet on some brick bats, as he testifies. Injury to the right foot resulted. After the payment of compensation herein referred to, the defendant company refused further payment for the reason that such disability as existed at this time was due to rheumatism for which the injury sustained on August 28th was not the proximate cause.

It is established in evidence that the workman was in a condition of temporary total disability until about the middle of March, 1918, when he resumed labor and for this period compensation is demanded.

The testimony of Doctors Willet and Hutchins at the Arbitration and Ryley Hearing, and of Doctors Carson, Fay and Lugenbuhl, appearing in exhibits admitted in evidence, are somewhat conflicting, but a preponderance of the same is assumed by the Commissioner to support the contention of the defendant company as to the cause of the prolonged disability and to justify the conclusion on the part of the Commissioner that the injury of August 28, 1917, is not the proximate cause of the continuing disability, and that in the payment of compensation for a period of 13 1-2 weeks, the defendant company has fully discharged its obligation to O. C. Jackson under the Law.

The decision of the Arbitration Committee is affirmed.

Dated at Des Moines, Iowa, this 29th day of November, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Reversed by District Court Commissioner sustained by Supreme Court.

#### INJURY IN DRESSING HAIR WITH FORBIDDEN APPARATUS OUT OF WORKING HOURS NOT COMPENSABLE

Lena Kraft, Claimant,

vs.

West Hotel Company, Defendant,  
Globe Indemnity, Insurance Carrier.  
C. R. Metcalf, for Claimant,  
G. A. Corder, for Defendant.

#### *In Review Before the Iowa Industrial Commissioner*

During the period of her employment by the West Hotel Company, on the 10th day of May, 1917, Lena Kraft sustained personal injuries by fire.

On the 20th day January, 1920, an arbitration committee by its majority found for claimant upon the basis of a "total temporary disability of seventy-six weeks duration," Ralph Young, Deputy Industrial Commissioner, dissenting.

The facts in this case would appear to be substantially as follows:

Claimant was in the employ of the defendant hotel company as a

chambermaid. During the evening of May 10th, 1917, probably between the hours of ten and eleven o'clock, she lit an alcohol lamp for use in the process of curling her hair on a curling iron. Either in attempting to extinguish the flame of the lamp after finishing her task, or in the endeavor to put out a fire caused by the blaze of the same during the curling process, the clothing of the claimant was ignited, resulting in severe burns upon her person.

Compensation having been denied by defendant, this action is brought to establish the fact that the injuries in question rose out of and in course of the employment of Lena Kraft by the West Hotel company.

Under the terms of her engagement the day's work of claimant is understood to have ended at three o'clock. Occasionally a little more time was required to complete her tasks, but as the housekeeper testifies, such occasions were unusual.

It is stipulated in the record that at the time of her injury, Lena Kraft was receiving wages of \$18.00 a month, together with room and board, equivalent to \$50.00 per month, making a total of \$48.00 per month as earnings. She was supplied a room in the hotel for her sole use and occupancy. The endeavor of claimant to establish the fact of continuing service because she might have been subject to emergency calls has so little support in the record as to make it of no practical consequence. Such claim might be made as to any employe, serving in any capacity, if living at a distance from the range of employment, since such relations are always assumed to exist between employer and workman, who are supposed to give and take in the interest of the enterprise which affords support to both.

A rule of employment at the West Hotel forbade the use of lamps in the rooms of women employes, and this rule would appear to have been rigidly enforced. While claimant seeks to justify her use of the alcohol lamp by her statement that some such heating apparatus was in common use among the girls in the hotel service, she is supported in no other testimony in this statement. On the contrary, there is substantial evidence that the rule mentioned was strictly applied; that where girls had used lamps in curling their hair they were carefully concealed when not in use, and promptly removed if found by one superior in authority.

The assumption is justified that at the time of this injury Lena Kraft was performing no service in any degree required or expected of her by her employer, and to no extent contributing to his interest. Her occupation was purely self-serving. The contention of claimant that she came within the scope of her employment in putting out the fire she herself had started, is not well founded. The instinct of self-preservation; the consciousness that she had heedlessly and selfishly menaced the property of her employer and the lives of scores of people within the building, together with a further impulse based upon the fact that her wearing apparel was subject to the ravages of the flames, afforded abundant inspiration for this extinguishing process. All these incidents are important in the consideration of the question as to whether or not the injury involved arose out of the employment.

Is it not fair to assume that at the time of this injury Lena Kraft sustained toward her employer the attitude of any guest of the hotel? In service she had bought and paid for the use of the room she occupied just as she would have done had she secured the same elsewhere. Her day's work had ended hours previously. She was free to go or free to stay as she might elect. Nothing in her contract of employment, nothing in the rules of house management required her presence in the building at that time. Within or without her room she was wholly free to occupy her time as might please her needs or fancies. Scrutiny of this record does not support the claim that this injury arose either out of or in course of the employment of Lena Kraft by the West Hotel Company.

It would be exceedingly difficult for counsel to submit a single decision from any of the authorities of compensation jurisdiction squarely supporting this claim, while scores of cases in more or less emphatic opposition to such claim appear in the reports.

The clearest analysis of this basic requirement in the establishment of compensation relationship appears in the well known *McNicol* case, 215 (Mass.) 497, in which the court said:

"An injury \* \* \* 'arises out of' the employment when there is apparent to the rational mind, upon consideration of all the circumstances, a casual connection between the conditions under which the work is required to be performed and the resulting injury. Under this test, if the injury can be seen to have followed as a natural incident of the work and to have been contemplated by a reasonable person familiar with the whole situation as a result of the exposure occasioned by the nature of the employment, then it arises 'out of' the employment. But it excludes an injury which cannot fairly be traced to the employment as a contributing proximate cause and which comes from a hazard to which the workmen would have been equally exposed apart from the employment. The causative danger must be peculiar to the work and not common to the neighborhood. It must be incidental to the character of the business and not independent of the relation of matter and servant. It need not have been foreseen or expected, but after the event it must appear to have had its origin in a risk connected with the employment, and to have flowed from that source as a rational consequence."

In *Craske vs. Wigan*, 2 B. W. C. C. 35, quoted with approval by our Court in the *Griffith* case, it is said:

"It is not enough for the applicant to say 'the accident would not have happened if I had not been engaged in this employment, or if I had not been in that particular place.' The applicant must go further and must say 'the accident arose because of something I was doing in the course of my employment and because I was exposed by the nature of my employment to some peculiar danger.'"

The courts are in practical agreement as to the violation of rules established and enforced as affording a bar to successful compensation claim.

Definitely in point is the case of *Daley vs. Bates & Roberts*, 221 N. Y. 126:

"Claimant was employed as a laundress in a hotel, her hours being from 7:15 A. M. to 5 or 5:30 P. M. For her compensation she received a money consideration, board lodging, and the privilege after hours to use

her employer's laundry. On the day of the accident she finished her work about 4 P. M. During the evening, while she was engaged in the laundry doing work for herself, she sustained an injury to her wrist. The commission concluded that the injury was accidental and arose out of and in the course of her employment, and the appellate division affirmed the award based thereon. Reversing the judgment the court said:

"She was employed to perform the laundry work of her employer. Such employment was to be performed within established hours. On the day in question claimant had completed her labors for her employer some few hours before the happening of the accident. Her duties to her employer did not require her presence in the laundry again until the following morning. The accident occurred in the evening while she was doing work personally to herself. At that time she was not engaged in the performance of any duty she was employed to perform, or directly connected with or incidental to the work of her employer, but her labor there was entirely disassociated with the work of her employer. The fact that she was permitted to use the laundry for her personal benefit did not change the relation of the parties. . . . Had the claimant remained in her room in the hotel and engaged her time in mending her clothing, and while so engaged met with an accident by reason of using a scissors, it could scarcely be held that such an injury would arise out of and in the course of her employment or was incidental thereto."

Important in this connection is *Clifford vs. Joy*, (1910) 2 B. W. C. C. 22 C. A.

A maid after washing her hair was drying it outside the house when she was called to go and watch the baby in its cradle near the fire. While continuing to dry her hair before the fire her loose sleeve caught fire and she was fatally burned. Held that the injury did not arise out of her employment. Quoting from the court:

"The risk of taking fire while engaged in drying her hair was not within the scope of her employment."

In *Griffith vs. Cole Brothers*, 165 N. W. 572, the Iowa Supreme Court indulges in reasoning substantially important in the pending situation. Griffith lost his life by lightning while sitting in a boarding tent supplied by his employers near the point of bridge building:

"We incline to think," the court says, "that this employe was injured while in the course of his employment \* \* \* But it does not suffice that he was injured while in the course of his employment. It must further appear that his injury arose out of such employment. The defendants were bridge builders who had charge of construction of county bridges in Story county. Deceased was employed by them. Decedent and others in such employment were by defendants lodged and boarded on the ground where the work was done. On the night of the accident on the ground where the work was done. On the night of the accident the day's work had been finished, but the employes were in the boarding tent. They had got through washing the dishes and were sitting there until it was time to go to bed. While thus engaged the decedent came to his death from a stroke of lightning. Concede that he was in the course of his employment while thus in the tent awaiting his bedtime, or supervising other employes in getting ready for bed, and still there must be proof that the injury arose out of such employment. The burden is on the claimant. It not discharged by creating an equipoise. It requires a preponderance."

In view of the elements of justice involved and the abundance of judicial support for the conclusion that the injury of Lena Kraft on May



19, 1917, did not arise out of her employment nor in the course of her employment by the defendant company, the decision of the arbitration committee is reversed.

Dated at Des Moines, Iowa, this — day of March, 1920.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Pending in District Court.

**SPHERE OF EMPLOYMENT ABANDONED IN UNNECESSARY  
HAZARD**

Ralph Bowman, Claimant,

vs.

The Parsons Company, Employer,  
Iowa Mutual Liability Insurance Company, Insurance Carrier, Defendants,  
Ross R. Mowry, for Claimant,  
Sampson & Dillon, for Defendants.

*In Review Before the Iowa Industrial Commissioner*

On the 25th day of October, 1918, Ralph Bowman was seriously burned as a result of contact with high tension electric wires, sustaining injuries resulting in serious disability while in the employment of The Parsons Company on its plant at Newton.

On the 6th day of May, 1919, it was found in arbitration that claimant's injury arose out of a risk outside the scope of his employment voluntarily assumed by him, each party to pay his own witnesses.

Review proceeding is instituted by claimant upon the allegation that the facts disclosed in the record do not support the findings and decision of the arbitration committee.

At the time of the accident in question, The Parsons Company was installing a new air pressure machine through arrangement with the Electrical Equipment Company of Des Moines. George W. Thompson was in charge as construction foreman. Under this arrangement Ralph Bowman, employe of The Parsons Company, was assigned to work in this connection under the direction of Foreman Thompson.

On the afternoon of October 25, 1918, Ralph Bowman and H. N. Allen were assisting Mr. Thompson in electrical installation on the roof of a building of The Parsons Company's plant. Just prior to the accident, Bowman was directed by Thompson to get some wire. The foreman testifies that the wire was kept in the supply house and claimant was to go to the office and get an order for same. Bowman testifies he was not given specific instructions as to where to procure the wire.

Provision for mounting the roof had been made by way of a ladder at the south end of the main building. Through the roof some thirty feet east of the point of employment at the time specified was an opening into what is known as a lightning arrester pit, into which passed high tension wires carrying 13,200 volts from the central power house at Grinnell. Instead of proceeding by way of the ladder in the performance

of his duty, Bowman went down through the arrester pit to the ground, returning the same way. Just as he reached the roof he came in contact with a high tension wire which gave him such a shock as to send him tumbling to the ground, causing the disability for which compensation is asked.

Thompson testifies he had on more than one occasion specifically warned Bowman of the perils of the arrester pit. A fellow-workman, Allen, testifies he had heard such instructions given Bowman. Bowman swears no such instructions were received. While Bowman denies the fact, a preponderance of evidence tends to show danger signs were conspicuous at this point. Claimant admits he was aware of the high voltage carried by the wires entering the pit. He says it had been his custom during the two and a half days he had worked on this job to pass back and forth through the arrester pit. Says he never saw any one else pass that way. All other witnesses having knowledge of the situation state they had not known any workman use the arrester pit as a passageway to or from the roof. Bowman says he used the arrester pit as a passageway because it was more convenient. At the time of the accident he says he intended to get the wire called for from the transformer room. He was returning without the wire when injured, evidently having been mistaken in his calculation.

The record would seem to show that claimant Bowman failed to meet the requirements of the burden of proof in assuming to prove that the injury he sustained arose out of and in course of his employment by The Parsons Company.

Workmen's Compensation statutes have wisely and humanely abolished negligence as a bar to relief to the workman in case of personal injury which arises out of and in course of employment. It has come to be commonly understood that compensation must not be denied an employe who is in good faith seeking to promote the interests of the employer in the performance of duty. He is not penalized for blunders. Errors of judgment do not defeat his claim. Gross miscalculation is not necessarily fatal to award so long as good faith is manifest and reasonable intent established.

On the other hand, precedent is abundantly afforded for the denial of relief in cases where a workman indulges in foolhardy enterprise in the course of his employment. It is commonly understood that a workman can easily take himself out of the scope of employment where he ought to be about his master's business. It is not only unfair and unwise to permit fool-hardiness, indifference to obligation, and yearning for experiment or adventure to penalize industry, properly burdened with the legitimate misfortunes of employment, it is also wise and expedient to warn by denial of relief all workmen disposed to indulge in the follies mentioned. They should understand when about their daily toll that while the State has justly and humanely afforded protection against the necessary perils of hazardous occupation, they shall not burden industry and society by unnecessary and unreasonable exposure.

In the usual course of constructional promotion, a safe way had been provided for passing to and from the roof of the plant where this work was in progress. No person other than the claimant had ever used any other way. He is not known to have used the arresstor pit at any other time except upon the strength of his own uncorroborated statement. Claimant knew the high voltage carried by the wires passing through the arresstor pit. He understood the perils of contact with such voltage. No effort had been made to afford convenient passage through this pit. On the contrary, intent would seem to have been exercised in the making of such passage inconvenient, even quite difficult. There is nothing in the situation to suggest any benefit to the employer by the use made of this arresstor pit by the claimant in getting down to the ground. Its negotiation suggested not only inconvenience and peril but involved no saving of time, according to the weight of testimony submitted.

Direction of Foreman Thompson and facts within the knowledge of all workmen including Bowman, marks a distinct danger zone on the roof of the building where this work was being performed. Its perils were within the knowledge of Bowman. He is shown to have had no duty involving approach to this danger zone. Electrical employment may involve distinct menace to workmen. It is incumbent upon both employer and employe to cooperate in minimizing all such peril. Where due precaution is exercised by employment, a workman is not to be excused for declining to exercise precaution where he is fully advised as to perils existing. The excuse of Bowman that he thought the wires were dead at the time is not plausible because there is no manifest reason why he should have so assumed. His further excuse that he intended to get the wire required from the transformer room is of no value, in view of the fact that he evidently found no wire there, since he returned without it, taken in connection with the positive statement of the foreman that it was to have been procured from the supply room.

It is difficult to account for the use of this arresstor pit by Bowman as a passageway at any time, except as a sort of acrobatic stunt in which the exuberance of youth is prone to indulge. Surely industry must not be penalized by such adventure.

Counsel for claimant submits numerous cases in support of this claim, which, in the main, are not held to be fortifying in character. The reasoning in the famous McNicol decision, 102 H. E., 697, might be urged with confidence by the defendants. The well known "key case", State ex rel Duluth Brewing and Malting Co. vs. District Court for St. Louis County, et al. 151 N. W., 912, is held to be entirely different in character. The findings of the court are readily accepted, but they do not support the contention of claimant. In fact, that might be consistently held as to nearly all the cases submitted, a notable exception, perhaps, being the decision in the case of Clem vs. Chalmers Motor Co., 144 N. W. 848, which is a unique example of judicial eccentricity in the annals of compensation jurisprudence.

In support of the committee decision may be submitted many British and American decisions.

Barnes vs. Nunnery Colliery Co., 4 B. W. C. V. 43.

A youth got into a tub conveyed on an endless rope to reach his place of employment a mile away. Though expressly forbidden, this was often done. He was fatally injured. In overruling an award decision by a lower tribunal, judges of the highest court in the Empire gave this expression: "With great respect we must carefully distinguish between any negligent doing of what was authorized and doing something wholly unauthorized." "An arbitrator has to ask himself, was the injury by accident caused by something reasonably incidental to the employment, by some risk to which a workman, liable like other men to be careless and take short cuts, might be exposed in doing what he had to do." "If the thing he does imprudently or disobediently is different in kind from anything he was required or expected to do and also is put outside the range of his service by a genuine prohibition, then I should say the accidental injury did not arise out of his employment." "When riding in the tub he was not only violating the conditions of his employment, but he was engaged in an act quite outside the scope. I find it impossible to say that an accident which results from an act so done can in any proper sense be said to arise out of the employment."

(See) M'Daid vs. Steel, (1911) 4 B. W. C. C. 412, Ct. of Sess.

A fish monger's boy, delivering fish at an infirmity kitchen on the third floor, instead of using the stairs went up in a hoist, which he had been cautioned not to do, and was injured. Denying compensation, this reasoning was employed in the House of Lords: "It was not an accident connected with his employment in any way. He was not employed to work a lift. \* \* \* It arose out of an adventure which he chose to undertake for his own pleasure and in the course of his doing what he was not employed to do." (p. 416)

Pritchard vs. Torkington, (1914) 7 B. W. C. C. 719, C. A.

A workman crossed the metals at a railway station instead of passing over the footbridge. Held, (reversing county court judge), not out of employment.

SWINFEN EADY, L. F. \* \* \* It was entirely owing to the added peril of crossing the line instead of passing over the bridge that the accident occurred. It was not only taking a short cut reasonably incidental to the employment, but adding a new and entirely unnecessary risk to the employment." (p. 727).

Rose vs. Morrison and Mason, Ltd., (1911) 4 B. W. C. C. 277, C. A.

A workman, to ease himself, got into a hoist and was crushed by the machinery. It was well-lighted and the man had to stoop to get into it. Held, not out of employment.

COZENS-HARDY, M. R.: "In my opinion the man had no right to go into the place he did and to expose himself to a wholly unnecessary risk. The accident did not arise out of the employment, as the deceased acted unreasonably in going where he did. The appeal therefor fails." (p. 278)

Herbert vs. Fox (Samuel) & Co., Ltd., (1915) 8 B. W. C. C. 94, C. A.

A boy employed on a private railway to walk in front of moving wagons that were being pushed by an engine and keep a look-out during shunting operations rode, contrary to the rules, on the buffer of the foremost wagon, slipped, and was injured. Held by the Lords as not arising out of employment, reasoning as follows being employed: "We are absolutely bound by the decision of the House of Lords in Barnes vs. Nunnery Co., (supra) to say that by riding on this buffer in the way in

which he did, instead of walking in front of the trucks, he was doing that which he was not instructed to do at all, and in the doing of which he incurred a risk which, as between him and his employer, he ought not to have been exposed to." "The man had departed from the sphere of his employment and the thing which he was engaged in doing was different in kind from what he was engaged to do." "Instead of walking in front of the wagons he was riding on the buffer. That was something different in kind from anything he was required or expected to do and also was put outside his duty by a definite prohibition of which he was fully aware."

Guilfoyle vs. Fennessy, (1913) 6 B. W. C. C. 453, C. A.

A workman swam across the river separating two farms instead of going round by the bridge. Held, not out of employment.

BARRY, L. C.: "The man was unreasonably anxious to save himself a small amount of physical trouble by walking round by the bridge. For his own purposes and convenience alone he took this new and added peril. Nobody can suppose for a moment that he did it for the sake of his master. The accident happened, no doubt, in the course of the employment; but it certainly did not arise out of the employment." (p. 454).

The conclusions reached by the committee are substantially supported by the principles established in the following additional cases:

- Reimers vs. Procter Pub. Co., 89 Atl. (N. J.) 931;  
Smith vs. Carson, 93 Atl. (N. J.) 112;  
Curless vs. Peninsula Warehouse, 1 Cal. Ind. Acc., Com. Dec. (No. 15) 50;  
Gordon vs. San Fran. Ter. Ry. Co., 1 Cal. Ind., Acc. Com. Dec. (No. 15) 9;  
Head vs. Fid. & Dep. Co., 1 Cal. Ind. Acc. Com., Dec. (No. 23) 32;  
Piske vs. Brooklyn Cooperative Co., 78 So. (La.) 734;  
Oliver vs. Smith, 36 N. J. L. J. 148 (Morris C. P. 1915);  
McCabe vs. Henry North & Sons, Ltd., (1913) W. C. & Ins. Rep. 513 (Eng. App.);  
Hopley vs. Pool, W. C. & Ins. Rep., 290;  
Dieffen vs. Ind. Bd. of Ill., 279 Ill. 11;  
Murray vs. Allen Bros., 6 B. W. C. C. 215.

In view of all the facts and of the law involved in this case, together with the long line of precedent established in Workmen's Compensation jurisprudence, it is held that the injury sustained by Ralph Bowman on the 25th day of October, 1918, did not arise out of his employment by The Parsons Company, and that his claim for compensation based upon this injury must be denied.

The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 25th day of June, 1919.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Reversed by District Court. Compromise settlement.

#### TEAMSTER—INDEPENDENT EMPLOYMENT.

J. O. Jackson, Claimant,

vs.

C. M. Knight, Defendant,  
Wm. Knudson, Defendant.

Travelers Ins. Co., Insurer of Wm. Knudson.

John L. Gillespie, for Claimant,

E. A. Hollenbeck, for Defendant.

#### *In Review Before the Iowa Industrial Commissioner*

In arbitration hearing at Des Moines December 16, 1918, it developed that C. M. Knight was not within the jurisdiction of this department because of his failure to comply with the insurance requirements of the Iowa Compensation Law. The arbitration decision was to the effect that C. M. Knight and not William Knudson was the employer of the claimant, J. O. Jackson, at the time of his injury, hence his claim for compensation against the defendant Knudson is not subject to establishment.

The only question involved in this review proceeding is as to whether or not the relations of master and servant existed between William Knudson and J. O. Jackson at the time of this injury.

The record makes this disclosure:

"STIPULATION. That Mr. Jackson is employed by Mr. Knight, receives his wages directly from Mr. Knight, Mr. Knight places the team in Jackson's hands and Jackson is responsible to Knight for giving the team proper attention during the time he is using it, that Mr. Jackson shall use that team in the work in a reasonable, ordinary manner."

This workman had been in the employ of Mr. Knight for several weeks. Under the direction of Knight he had performed several engagements in the line of teaming.

William Knudson at the time of this injury was engaged in wrecking work. He approached C. M. Knight to secure the services of a team and teamster. J. O. Jackson reported for duty to Knudson with a team of C. M. Knight's in pursuance of the arrangement between Knight and Knudson. As is usual under such circumstances, he was under the direction of the wrecking contractor or his foreman during the hours of the day usually employed in such service.

It is the contention of the claimant that such circumstances established the relation of employer and employe between Knudson and Jackson. It does not seem difficult in such a situation to identify the actual employer. Jackson was clearly in the service of Knight. He is the only employer with whom Jackson had any engagement. He is the employer with whom Jackson accepted service and from whom he received his pay. This employer could at any time throw this workman out of a job. Knudson dealt wholly with Knight. He paid the workman no money and had no control over his job. He could have ordered him off his work, but this would have had no effect whatever upon the continuing employment of the workman, as he would have reported this as a mere incident and proceeded to take work elsewhere under the direction of his employer. Had Knight approached the working premises of Knudson and proposed to take Jackson out of the work, protest from Knudson would have been unavailing except by concession on the part of Knight. This shows absolute control of the services of Jackson to be vested in Knight.

If, under such circumstances as are here involved, an employer sinks his identity when he makes an engagement for a workman in his service with another employer, the driver of a draying outfit every time he assumes to haul a load for some party under a contract between the owner of the team he is driving and the party requiring drayage becomes an employe of the latter and suspends relationship with the former.

Counsel for claimant discovers grave peril in a decision against the claimant. He sees in such a situation the exercise of organized design for the employment of workmen on the part of irresponsible employers to be farmed out to contractors who are relieved from responsibility because of such precedent. While such contention is not to be permitted to control the trend of judicial opinion, it may be remarked that such fears are not well founded. In the first place, it is the duty of the State to see that workmen engaged in compensable occupations shall be covered by the protection of the Workmen's Compensation Law. When this system of adjusting personal injury liability reaches its full measure of efficiency no such workman will find himself unprotected when the hour of such misfortune comes. It may be further said that under such holding in many jurisdictions the apprehensions of counsel have not been realized. In this jurisdiction there has been very little controversy along this line, and none whatever so far as is known where such combination of circumstances as is here involved occurred through design against the workman in favor of anybody.

The arbitration decision is affirmed.

Signed at Des Moines, Iowa, this 1st day of February, 1919.

A. B. FINK,

*Iowa Industrial Commissioner.*

Reversed by District Court. Pending in Supreme Court.

#### INDEPENDENT EMPLOYMENT

G. W. Storm, Claimant,

vs.

George O. Thompson, Defendant,  
John D. Denison, for Claimant,  
Ayres, Strauss & Shaw, for Defendant.

#### ARBITRATION DECISION

"Exhibit A," received in evidence is as follows:

"This contract, entered into by G. W. Storm, party of the first part, and G. O. Thompson Company, party of the second part, witnesseth:

"The party of the first part agrees to remove by grubbing, if necessary, sixty-two (62) trees, located on Sixth Avenue between Center and School Streets, for the sum of Seventy-five (75) Dollars and the wood that said trees will make.

"Party of the second part agrees to remove stumps from job and furnish teams to haul wood to No. 1060 Sixth Avenue. Signed,

G. W. STORM,  
G. O. THOMPSON COMPANY.

March 17, 1917."

By P. F. Smith.

Under this contract claimant proceeded to the removal of trees and

stumps preliminary to street grading. He was not required to keep any special hours and was not subject to the control of the defendant except as to results accomplished. In the performance of this contract the claimant lost two fingers.

Held in arbitration that the employment was independent in character, wherefore, the employer is involved in no obligation under the Workmen's Compensation statute.

Under the law at that time appeal was taken directly to the courts without review by the Industrial Commissioner.

Arbitration decision affirmed by district court and supreme court.

#### TEAMSTER—INDEPENDENT EMPLOYMENT z

John Norton, Claimant,

vs.

Day Coal Company, Employer,  
Fidelity & Casualty Co. of New York, Insurance Carrier Defendants,  
T. P. Cleary, for Claimant,  
Sears, Snyder & Gloysteen, for Defendants.

#### *In Review Before the Iowa Industrial Commissioner*

John Norton, the claimant herein, owned a team and wagon and earned his living by teaming. During the year ending December 22, 1917, he began making coal deliveries for the defendant company. He had done similar work for this company during its rush season for two or three winters previously when the regularly employed teamsters were unable to meet the demands of the trade. For this service Norton was paid by the ton according to distance from the coal yard to the point of delivery.

On the 17th day of January, 1918, while on a delivery trip, Norton was seriously disabled by having his foot run over by his coal wagon.

An arbitration committee at Sioux City September 11, 1918, found that this injury arose out of and in course of the employment, and Norton was awarded the sum of \$6.20 a week for a period of sixteen weeks of disability.

This review proceeding is brought by defendant, among other reasons upon the ground that claimant Norton sustained with the defendant coal company the relations of independent contractor which deprived him of the benefits of the compensation statutes.

In Honnold on "Workmen's Compensation," Section 51, is found this expression in point:

"To constitute one an employe, it is essential that there be a contract of service, an implied consideration of which is usually provision for compensation for injury to him arising in the course of his employment. \* \* \* The requisite 'contract of service' is not a 'contract for services.' The former relationship constitutes one an employe and brings him within the Act, while the latter relationship makes one an independent contractor—that is, a self-serving employe—and excludes him from the Act."

In *Slycord vs. Horn*, 162 N. W., 249, our own Supreme Court says:

"An independent contractor has been defined or described as one who, exercising an independent employment, contracts to do work according to his own method, without being subject to the control of his employer except as to the results of the work."

Especial emphasis may be placed upon the rules laid down and the citations submitted by the Supreme Court of Iowa in *Pace vs. Appanose County*, 168 N. W. 916.

The case at bar does not square with the requirements of compensation relationship. John Norton earned a livelihood by teaming. He came into this work at a rush period to deliver coal for the defendant company by the ton. The record does not justify the conclusion that he was required to work any special hours or that he was prevented by his arrangement with the coal company from taking on other work and returning to this service when it suited his convenience to take such work as they might give him while the rush season was on. In previous seasons while delivering coal for this employer, Norton admits he had employed assistants on various occasions, paying them from his own funds. He had not followed this practice the season in which this injury occurred for the reason, as he says, that he desired to keep all the money himself. Norton relates his engagements for hauling was made with one John Connors, who died before this hearing occurred.

Elmer A. Butler testifies he is the sole owner of the Day Coal Company, and that John Connors was his bookkeeper. The testimony of Norton as to his arrangement with Connors is barely admissible under the circumstances, but it is not to be given great weight as against the evidence of witness Butler, his employer. Butler testifies that after the delivery of a load of coal Norton was under no obligation to return to work, that in his return he was moved only by personal desire to get more work to do that day. He further testifies that if Norton was unable to unload without assistance, such assistance was not furnished him by the employer; that at various times to his personal knowledge such assistance had been necessary and had been secured and paid for by Norton. He declares there was no requirement as to beginning work at any particular hour in the morning or of continuing work to any particular hour in the day. Norton was at liberty to come and go as he pleased, being responsible only for the manner in which he did his work for the results accruing to such service. This is clearly a "contract for services," and not a "contract of service," which brings a workman within the benefits of the compensation statutes.

Decision of the Arbitration Committee is reversed, each party to pay costs of his own making except as to arbitrators, who shall be paid by employer as by law provided.

Dated at Des Moines, Iowa, this 5th day of December, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Reversed by District Court. Commissioner sustained by Supreme Court.

NOT INDEPENDENT CONTRACTOR

Harold T. Wolder, Claimant,

vs.

Marsh Engineering Co., Defendant.  
Morse & Kennedy, for Claimant,  
Church & McCully, for Defendants.

*In Review Before the Iowa Industrial Commissioner*

At Armstrong, Iowa, on the 11th day of July, 1917, it was found by an arbitration committee that on the 19th day of July, 1916, Harold T. Wolder suffered a personal injury in the course of and arising out of his employment by the Marsh engineering Company, resulting in the loss of the thumb and index finger of the right hand. It was further found that as compensation for this injury defendant should pay to claimant the sum of Ten Dollars (\$10.00) per week for a period of seventy (70) weeks for disability resulting from this injury as aforesaid.

This proceeding in review is brought by the defendant who alleges that this claimant was not in the employ of the said defendant at the time of his injury, but that he was engaged in independent employment and therefore he has no claim for compensation under the statutes against the Marsh Engineering Company.

At the time of the injury to the person of Wolder, the defendant company was engaged in the construction of a bridge near the town of Armstrong. Of the foreman in charge of this bridge work Wolder sought employment as a carpenter. The foreman, George Higbie, offered certain work in the way of making mouldings and other forms of woodwork to be used in the bridge construction. He desired to have the work done by the piece, but finally agreed to pay Wolder and a companion workman named Williams at the rate of forty-five (45) cents each per hour for doing the work in question. Plans were furnished by Higbie for the performance of the work.

The record shows that Higbie told these workmen where to get the lumber to do the work and the same was secured by the workmen and charged to the account of the Marsh Engineering Company. Higbie also named the shop of one Albertson at Armstrong where the work was to be done. The work was begun and proceeded in the shop of Albertson where arrangements had previously been made for the use of the shop and tools by Mr. Higbie. Albertson was paid for this service by the defendant company. Before the work was completed, Wolder met with the injury set out in this proceeding. For his service in this connection Wolder was paid by the hour for the time he devoted to this employment.

The only question involved in this proceeding is as to whether the service of Wolder was that of an independent contractor or whether the injury arose out of and in course of his employment in the relationship of master and servant between claimant and defendant.

While there may be elements in this controversy creating doubt as to

this relationship, careful consideration of all the facts involved justifies the conclusion that in this employment Harold Wolder was not an independent contractor. He was paid by the hour for his work after declining to work by the piece. Material for the work was furnished by the defendant, as was also a place to work and the tools with which to work. He was paid for the hours in service up to the time of his injury without regard to the fact that the work he was given to do was incomplete. The fact that the foreman of the work, after having given specifications as to how the work should be performed, was not present in person while the work was being done is by no means controlling, neither is the fact that hours of employment were not specified in connection with this service.

Attention is called to the following cases reported in other jurisdictions:

*State ex rel vs. District Court, 150 N. W. (Minn.), 211.*

The Virginia & Rainy Lake Company owned large tracts of timber in the northern part of Minnesota and engaged one Bashko to help in getting out ties, poles and posts. The workman furnished his own tools, paid his own board. He was paid a specific price per piece. At page 212 the court, among other things, said: "Under the agreement Bashko could work as much or as little as he wished, could lay off whenever and as long as he choose, could work as many or as few hours per day as he saw fit, could proceed in his own way so far as his method of work was concerned, and could quit finally whenever he elected to do so. Whenever requested, the company counted ties, posts and poles of various kinds and grades and paid him therefor according to the stipulation schedule of prices."

Compensation was awarded by the court.

*Tuttle vs. Embury-Martin Lbr. Co., 158 N. W. (Mich.), 875.*

Claimant's husband was killed while hauling logs for a lumber company over its road under an oral contract, for no definite period, to use his own team, which he kept and cared for, with the company sleighs, in hauling logs from a skidway to the mill, at \$2.00 per thousand, and who had charge of his team on the road and who had nothing to do with the unloading. The employer refused compensation, claiming the deceased was an independent contractor for the following among other reasons.

Control of working hours. Tuttle worked when he wished to and not otherwise. He could start work any time of day.

Control of amount of work done. Tuttle could determine the size of the loads he hauled.

Control of manner of work. Tuttle got his logs where he wished and was under no control while hauling.

Freedom from supervision.

Right to hire substitute or assistant.

Held that deceased was an employee.

*Cangrems vs. Alberta Coal Mining Company, 7 B. W. C. C., 1020.*

Cangrems was employed by the Alberta Coal Company to dig coal from the mine at eighty (80) cents per ton and extra for timbering. He furnished his own tools and worked in a separate room. Was injured in the course of his work and claimed compensation. The lower court held that he was an independent contractor, but the Supreme Court en banc, Alberta, rejected the decision, holding that he was a workman and entitled to compensation.

These cases are not all parallel with the case at bar, but on points held to be material by the defendant company in this case, they show that courts are going very much farther than it is required to go in this proceeding in order to overthrow the contention that Harold Wolder was an independent contractor.

It is therefore ordered by the Iowa Industrial Commissioner that the decision of the arbitration committee in this case be affirmed in its finding that the injury of Harold T. Wolder arose out of and in course of his employment by the Marsh Engineering Company, and in all its other findings in this case.

Dated at Des Moines, Iowa, this 12th day of October, 1917.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

#### EMPLOYMENT NOT CASUAL

Leslie Oliphant, Claimant,

vs.

Theo. W. Hawkinson, Executor of the Estate of  
Jacob Wachal, Deceased, Defendant.  
Tourtelot, Donnelly & Swab, for Claimant,  
A. W. Fisher, Voris & Haas, for Defendant.

#### *In Review Before the Iowa Industrial Commissioner*

An arbitration committee on the 21st day of May, 1918, gave claimant an award of \$7.50 a week for a period of 100 weeks on account of the loss of an eye resulting from injuries received while in the employment of Jacob Wachal.

Proceeding in review instituted by defendant is based upon the contention that at the time of his injury the employment of Leslie Oliphant was casual, a fact alleged as relieving the employer of liability under the compensation statutes.

The injury from which this claim arises occurred on the farm of Jacob Wachal on the 25th day of July, 1916. The employer, since deceased, was a retired farmer living in the town of Walker in Linn county. His only activity appears to have been the managing of this farm in the hands of a tenant, and from which he acquired his living in town. He had engaged with this tenant to build a corn crib upon the farm. In

pursuance of this purpose he had several carpenters to do this work, in the execution of which the injury occurred as alleged.

In Section 2477-m, supplement to the code, 1913, it is provided that "this act shall not apply to any household or domestic servant, farm or other laborer engaged in agricultural pursuits, or persons whose employment is of a casual nature."

Sub-section (b) of Section 2477-m16, supplement to the code, 1913, before its amendment by the Thirty-seventh General Assembly, provided that "workman" is used synonymously with "employee" and means any person who has entered into the employment of or works under contract of service, express or implied, or apprenticeship for an employer, except a person whose employment is purely casual and not for the purpose of the employer's trade or business", etc.

Defendant contends that the exception relating to casual employment in Section 1 serves to absolutely deny compensation jurisdiction to such employment; that because of such prohibition the provision quoted from a later section of the Law is without force or effect. This reasoning is held to be erroneous. It was the evident intention of the General Assembly to qualify Section 1 in its relation to casual employment with the detailed specification in Section 2477-m16.

Such qualification recognizing casual employment as compensable when for the purpose of the employers' trade or business placed the Iowa Law in line with the British provision as to casual employment and with that of a number of American states. This form of expression has been uniformly held to mean that employment where casual is recognized as bringing the employment within the range of compensation relief, if such employment was for the promotion of the employer's trade or business.

Counsel for claimant insists the changing of "and" to "or" in the provision in Section 2477-m16, supplement to the code, 1913, qualifying casual employment coverage, was due to Legislative intent to eliminate inconsistency with the first section of the act. Alleged Legislative intent is often most difficult to successfully affirm or deny, but it is hardly probable that any man in close contact with the work of the Thirty-seventh General Assembly will support this view of counsel. The change was made to relieve employers from liability to casual employees, to narrow the coverage of compensation. It was designed specifically to exclude casual employment from compensation jurisdiction in cases where it was "for the purpose of the employer's trade or business", and this it has actually accomplished.

The only activity with which Jacob Wachal would seem to have been related was the care of this farm from which he had transferred his home to the town of Walker. The erection of the corn crib in question was for the promotion of farm operation, and it must be held that the employment of Leslie Oliphant was for the promotion of the employer's trade or business.

But if the contention of defendant as to nullification of the later provision referring to casual employment were admitted, it is by no means conceded that this workman could be denied compensation payment. Familiarity with compensation decision suggests the probability that perfectly good judicial opinion may be easily found in support of any contention submitted relative to definition of casual employment. There is, however, running through the authorities, a consistent line of opinion as to reasonable definition of this term within logical limits.

Honnold on Workmen's Compensation well says that "Time has confirmed the wisdom of the conclusion, early arrived at by the English authorities, that no hard and fast definition of the term 'casual' is advisable. The word as commonly used, means something which comes without regularity and is occasional and incidental in its meaning. It may be more clearly understood by referring to its antonyms, which are 'regular', 'systematic', 'periodic', and 'certain'".

In such consideration the job is as distinctly important as the implied contract. It is easy to accept as casual such employment as snow shoveling, window cleaning, carrying out of ashes, tree trimming, house cleaning lawn mowing where not domestic and other employment of the odd job variety.

It requires more careful discrimination where the line of activity itself is regular and continuing in character. Carpentry is certainly not casual as an employment.

Webster defines "casual" as "happening or coming to pass without design, and without being foreseen or expected; accidental; fortuitous; coming by chance."

Work of the nature in which Oliphant was engaged is certainly not described by any of these terms.

Most of the citations submitted by counsel have been examined with care, together with many other decisions bearing upon kindred relationship of employer and employee.

Summing up the entire situation, it is held that the injury of Oliphant for which compensation is asked is clearly within the coverage of the Compensation Law of Iowa as it existed at that time.

WHEREFORE, The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 23d day of July, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Affirmed by District Court. Pending in Supreme Court.

CONSTABLE NOT COVERED—INJURY BY ASSAULT BARRED—  
CASUAL EMPLOYMENT EXCLUDED.

Cecil Cooper, Claimant,

vs.

Scott county, Iowa, Defendant.

*In Review Before the Iowa Industrial Commissioner*

Harold Metcalf, For Claimant,

Realif Ottesen, For Defendant.

As appears by agreement in the record, this case was submitted to the Deputy Industrial Commissioner, other arbitrators being dispensed with.

The issues are developed in the stipulation which follows:

"That the claimant, Cecil Cooper, is the wife and sole dependent of one Elva Cooper, who was killed by one Mike Azizian, in Bettendorf, Scott County, Iowa, on or about 20th day of July, 1919. That at said time one W. C. Collins was a Constable in and for Davenport Township, Scott County, Iowa, being the duly elected constable of said township.

That on the day said Elva Cooper was shot, as aforesaid, he went to one Sanders, a Justice of the Peace in and for said Davenport Township, and made complaint that said Mike Azizian had intoxicating liquors in his possession. That thereupon said Justice of the Peace issued a search warrant to one W. C. Collins, Constable, on the information furnished by said Elva Cooper. That the said Constable, W. C. Collins, deputized the said Elva Cooper for the purpose of aiding him in executing said process, and that while aiding the said W. C. Collins, Constable, in the execution of said process, and making a search for liquor alleged to have been illegally in the possession of the said Mike Azizian, and while acting within the course of his said employment in the execution of process, as aforesaid, said Elva Cooper was shot and killed by the said Mike Azizian, said shot being deliberately fired by the said Mike Azizian, from the revolver held in the hands of the said Mike Azizian. That at the same time the said Mike Azizian fired two shots at the said W. C. Collins, and that as a result of aforesaid shot, Elva Cooper died, on the 20th day of July, 1919."

In the arbitration decision filed January 5, 1920, the Deputy Commissioner held "that claimant has not established right to compensation under provisions of the Act, and is therefore denied recovery."

On the part of defendant liability is denied upon these grounds:

"First.—That deceased was not an employe of Scott County within the meaning of the Compensation Law at the time he sustained the fatal injury.

"Second.—That if an employe of Scott County within the meaning of the Act at the time of the injury, deceased's employment by the County was purely casual.

"Third.—That deceased's fatal injury was caused by the willful act of a third person directed against him, for which reason his death is not compensable under the act."

The Iowa statute denies compensable relationship to any person "whose employment is purely casual," or to "an official elected or appointed by the state, county, school district, municipal corporation, cities under special charter or commission form of government."

*Paragraph (f) of Section 16 of the Workmen's Compensation Act provides:*

"The words 'injury' and 'personal injury' shall not include injury caused by the willful act of a third person directed against an employe for reasons personal to such employe or because of his employment."

In his arbitration decision the Deputy Industrial Commissioner well says:

"As bearing on the question as to whether or not deceased was an employe of Scott County, it might be strongly argued that his engagement with the county at the instance of the Constable did not amount to a contract of employment. There was no voluntary meeting of the minds. The deceased was compelled by law, through order of the Constable, to assume a duty which any citizen may be called upon to assume. He was fulfilling an obligation that goes with the privileges and benefits of citizenship, for which service any money consideration is not arranged for or contemplated."

In the decision of the Industrial Commissioner in the case of R. A. Marten, Administrator, vs. Floyd County, Iowa, reported on page 42 of the report of this department for the year 1918, it is held that a deputy sheriff is barred from compensable relationship as an official appointed by the county.

In view of plain statutory limitations, it is held that the claimant in this case, Cecil Cooper, must be denied recovery, because:

1. The death of Elva Cooper was "caused by the willful act of a third person directed against an employe for reasons personal \* \* \* or because of his employment."

2. Elva Cooper was not an employe of Scott County within the meaning of the compensation law at the time he sustained the fatal injury.

3. As one whose employment was "purely casual" he would have been barred from compensation benefits if not especially prohibited upon grounds already stated.

The arbitration decision is affirmed.

Dated at Des Moines, Iowa, this—day of April, 1920.

A. B. FUNK,  
Iowa Industrial Commissioner

No appeal.

HERNIA—FAILURE OF PROOF

J. Hughes, Claimant,

vs.

Cudaby Packing Company, Employer.

F. L. Ferris, for Claimant.

Sears, Snyder & Gleysteen, for Defendant.

*In Review Before the Iowa Industrial Commissioner*

Arbitration decision in this case in favor of the defendant com-



pany was rendered January 30, 1920, by Ralph Young, Deputy Industrial Commissioner, the appointment of additional arbitrators as provided by law having been waived by parties involved.

The record submitted to the Commissioner for purpose of review discloses these facts:

Claimant Hughes testifies that he was working, prior to June 13, 1919, for the Cudahy Packing Company; that his occupation was the handling of salted meat in pieces weighing from five pounds to ninety-five and one hundred pounds; that during such employment he "felt a pain strike him in the groin and also in the abdomen." He continued his work some four or five weeks. He testifies that when his trouble got so bad he could not work, for the first time he complained of it to some of the men, including a Mr. Walker with whom he was handling the meat. The day after he quit work he notified his employer of his disability. There is considerable medical evidence in which the matter of pre-existing cause and congenital tendency is considered.

In compensation everywhere hernial development is a source of much perplexing controversy. It seems to be the general holding, however, that in order to establish a compensation claim based upon such cause evidence must be submitted showing that a workman in usual strength and efficiency in some specific incident of his employment sustained such injury as to break him down and make necessary a surgical operation. No such evidence appears in this case. No injury, accidental or otherwise, involving any specific occurrence such as a slip or fall, or definite strain from overlifting is in evidence. The workman would not seem to be able to name any time, either as to an hour, a day or a week in which anything happened to him which could be taken as a basis for the disability which is alleged. During the four or five weeks he claims to have worked while suffering from hernial distress he made no mention of the fact even to a fellow workman.

Evidence as to preexisting condition or congenital tendency is held to be wholly unimportant. If this workman in the performance of service requiring the strength of an ablebodied man had sustained some injury, definitely located and well defined, such as to break him down and destroy his earning power, it would not matter whether or not medical science decided him to have been subject to such development because of anatomical construction. But in a case so conspicuously wanting in evidence as to injury arising out of and in course of employment, compensation liability cannot be established.

The arbitration decision is affirmed.

Dated at Des Moines, Iowa, this 7th day of July, 1920.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Pending in District Court.

### FAILURE OF PROOF OF INJURY IN EMPLOYMENT

Harry Polis, Claimant,

vs.

Tom Kelty, Defendant.

Dawley, Jordan & Dawley, for Claimant,

Tourtlot, Donnelly & Swab, for Defendants.

#### *In Review Before the Iowa Industrial Commissioner*

On February 9, 1916, and for several days immediately preceding, claimant was in the employ of defendant in the work of storing ice. He alleges that on February 11, 1915, he was engaged in dragging ice in the defendant's ice house and that while so engaged he was struck by a cake of ice descending from a chute which resulted in injuries to his back.

Review proceeding is brought by claimant in resistance to arbitration decision of April 12, 1917, wherein it is found that claimant failed to meet the requirements of the burden of proof in his attempt to establish his claim. A review hearing was held at Cedar Rapids December 19, 1917, at which time additional testimony was received and arguments submitted to the Industrial Commissioner.

The record of this case is scrutinized in vain in the endeavor to find that the arbitration committee erred in its findings. Elements of credibility are apparent in the testimony and hearing of this workman. The testimony of doctors corroborates his statements as to injury having been inflicted upon his person about the date of his alleged accident at the ice house. There is some basis for the charge of insincerity on the part of the employer in his relations with the injury of this workman.

On the other hand, no direct testimony whatever appears in the record as to any accident having occurred at the ice house in question at the time or in the manner alleged by Harry Polis, except that of claimant himself. A number of fellow-workmen testify that he was not in the work of dragging ice at all while in that employment except the first day of his engagement, and thereafter his work was the adzing of ice. These witnesses swear positively that this claimant was not in the employ of Tom Kelty as alleged on the 11th day of February, but that he was discharged from such employment two days previously.

In order to find the committee in error, it is necessary to accept the statement of this workman absolutely without definite corroboration as to time and place and injury sustained, while absolutely discarding the testimony of five or six fellow-workmen who contradict him positively and specifically as to time and place and circumstance.

Wherefore, it is ordered that the decision of the arbitration committee in this case be affirmed.

Dated at Des Moines, Iowa, this 8th day of January, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

## HERNIA—FAILURE OF PROOF

J. W. Buncle, Claimant.

vs.

Sioux City Stock Yards Co., Defendant.  
 Clarence A. Plank, for Claimant.  
 Chandler Woodbridge, for Defendant.

*In Review Before the Iowa Industrial Commissioner*

This case was submitted for arbitration at Sioux City, Iowa, May 24, 1917. The committee found that the injury said to have been suffered by the said claimant on the 14th day of September, 1916, did not arise out of and in course of his employment by the said defendant; that the said claimant had not met the requirements of the burden of proof to an extent justifying an award of compensation.

J. W. Buncle had for a number of years been in the employ of the Sioux City Stock Yards Company. He testifies that on the 14th day of September, 1916, during his hours of employment by the defendant company, he climbed up on a fence and as he threw his foot over the fence he felt a sharp pain in the right side. He continued his work for the rest of the day. Something like a week after that, according to his testimony, he discovered a lump near the groin. On the 2d day of October, more than two weeks after the injury, he was examined by Dr. Katherman, who told him he had a hernia which was at this time about the size of a walnut. Buncle continued at his regular employment until the 3d day of February, 1917, when he was discharged by the defendant company, for what reason the record does not disclose, though the claimant infers the discharge to have been due to a certain measure of disability produced by his injury.

In support of his claim to compensation and his contention that his injury arose out of and in course of his employment, claimant, through counsel, submits a number of decisions to which reference follows:

Grover versus Michigan Paper Company, 151 N. W., 554.

In this case heavy lifting caused rupture of femoral artery in right leg. Workman had to quit work and have operation.

Robbins versus Original Gas Company, 157 N. W., 437.

In lifting greater portion of engine said to weigh 600 pounds, claimant felt sharp pain. Felt weak afterwards. Consulted doctor at once and was operated on.

La Veck versus Park Davis Company, 159 N. W. 72.

Rupture of small blood vessel from heat. Claimant was working under conditions of excessive temperature and subject to peril not common to workmen of the community.

Hurley versus Selden-Bereck Construction Co., 157 N. W. 72.

Claimant, a brick layer, was lifting alone heavy window sill. While

lifting, cried out, putting hand on back, evidently in great distress. Operated on three days later and died from injury.

Casper Cone Co., et al. versus Industrial Commission of Wisconsin, 161 N. W., 784.

Claimant accidentally slipped and so strained himself. He fell to the floor, causing right inguinal hernia, with resulting serious disability. Was pre-disposed to such infirmity, but had never known of it, and suffered no inconvenience though performing the work of an able bodied man many years.

Manning versus Pomerene, 162 N. W., 492.

In attempting to move heavy beams, felt pain in stomach, became faint and was compelled to quit work and be assisted home. On third day vomited blood and afterwards had paralytic stroke.

All these decisions would be regarded as sound in any compensation jurisdiction. There was in each case a particular time of injury, and conspicuous evidence of the fact that an accident had occurred, and disability was immediate. Sunstroke under conditions such as outlined above is universally regarded as a compensable accident.

But these decisions afford no support whatever to the case at bar. The outlined conditions and circumstances, recognized everywhere as being substantial basis for compensation are such as are wholly wanting in this proceeding. There is no evidence whatever in corroboration of the statement of Buncle that he received any injury at the time alleged. Instead of breaking down and needing assistance and medical aid, he continued with his work for more than two weeks before consulting a doctor, and there is no evidence of record that any fellow-workman or anybody else knew that any injury occurred to this claimant anywhere near the time stated.

Counsel insists that an accident is not necessarily precedent to compensable injury in Iowa, because the word does not occur in the Iowa compensation statute. If he will read closely, he will find that the word "accident" does occur at least four times, and it would seem to have a good deal to do with compensation administration.

To decide that a workman whose claim of specific injury at any given time is wholly unsupported; who continued his regular employment for more than four months after the date alleged as that at which the injury occurred; who did not call a doctor for more than two weeks thereafter; who could not call in any fellow workman in corroboration of the fact that an injury had occurred at any specific time, is entitled to compensation, would be to revolutionize the purposes and obligations of the compensation statute and hopelessly involve industrial employment, if such decision were to become a basis for the adjustment of compensation claims.

Hernial development is the product of much perplexity all through compensation jurisdiction. Many eminent physicians declare that not one case of hernia in hundreds is in any practical sense due to injuries

received by employes at their work. Nevertheless, in nearly all compensation jurisdiction the rule is that, regardless of any predisposition, and all improbability asserted by the medical profession, where a man has been meeting the requirements of an ablebodied workman, and some incident or circumstance occurs which breaks him down and takes him out of his employment, he is entitled to the benefits of the compensation statutes. This case, however, utterly fails to meet the requirements of the most liberal construction possible of the law in such cases made and provided.

Wherefore, the decision of the arbitration committee is duly affirmed.

Dated at Des Moines, Iowa, this 12th day of October, 1917.

A. B. FUNK,  
*Iowa Industrial Commissioner.*

Reversed in District Court. Pending in Supreme Court.

#### BURDEN OF PROOF—DOUPTFUL

##### *In Review Before the Iowa Industrial Commissioner*

S. Crispin, Claimant,

vs.

Iowa Bridge Co., Defendant,  
Travelers Ins. Co., Insurance Carrier,  
Frank H. Dewey, for Claimant,  
E. A. Hollenbeck, for Defendants.

This case was heard in arbitration at West Branch July 30, 1918, whereupon the committee of arbitration found as follows:

"Claimant did not prove that this injury is responsible for an impaired condition of his left shoulder which he alleges to be permanent, or prove that this injury created a temporary disability of longer than two weeks duration. No compensation is awarded other than the statutory medical attention."

Review proceeding is instituted by claimant to establish compensation award through additional testimony submitted, chiefly medical in character.

S. Crispin was in the service of this defendant in bridge construction at West Branch. November 16, 1916, he alleges that in trying to bore holes in the construction of cement frames preparatory to pouring the cement, while standing on a board placed across a ditch, the board broke causing him to fall to the bottom of the ditch, the fall inflicting serious injury to his shoulder. The workman says the accident occurred near the hour of quitting time in the evening, and that he continued the work of boring with a single arm and climbed out of the ditch with the help of one arm; that he was in considerable pain and had difficulty in reaching his boarding place. He says Art Cole was there in the ditch "bracing below or doing something, I don't know just what." He also says the foreman, Billy Easter, spoke to him, saying, "Are you hurt?"

Art Cole was called by the claimant. The testimony of this witness is of little value in the case. As "Exhibit 1" his affidavit appears in this record to the effect that he was working with Mr. Crispin at the time of the accident, saw the board give away and saw him fall on his left shoulder to the bottom of the pit. When called as a witness his testimony is by no means corroborative of this affidavit. He says he does not "remember of his falling into the ditch;" that "I heard afterwards that he had fell and got hurt and that is all I know of it." Further on he swears, "I quit before he was hurt;" that he "was not there at all" at the time of the accident. The only fact at all definitely proved by the testimony of this witness is that of his sub-normal mentality.

Tom Sorenson was next called by claimant. He testifies that he was working at the bridge November 16, 1916, regularly. To the question, "Did you know of any accident occurring there in the afternoon of that day or any time that day?" the answer was, "No, sir." He further testified he was engaged on the same forms Mr. Crispin was working on but did not see anybody fall—did not hear of any one sustaining an injury. Asked if he happened to know anything why Crispin left work, he said, "Got too cold, I guess." Said he heard some about the accident next spring. Later he admitted it was "some time during the winter."

Frank Huff called by claimant. He says he was employed on the bridge in question on November 16th, that he was working inside the forms in which Mr. Crispin was boring holes. Swears positively he knew of no injury sustained by any of the men there at that time.

This is the case of claimant submitted at the arbitration hearing relative to facts involved in the alleged accident.

At the review hearing W. O. Easter, the foreman referred to in testimony before the arbitration committee was called by defendant. He swears positively he knew nothing as to the alleged injury of Mr. Crispin until he was notified of the claim made by this workman against the Bridge Company some time the next spring. Counsel for claimant offered in evidence copy of a letter, purporting to have been written by the Iowa Bridge Company to their insurer, the Travelers Insurance Company, under date of March 3, 1917, and appearing in the department files under receiving stamp of March 5, 1917, which reads as follows:

March 3rd, 1917.

#### COPY

Travelers Insurance Company, Hippee Building, City.

Attention: A. E. Hollenbeck.

Gentlemen:

We enclose herewith letter just received from Hart & Hart, Attorneys of Iowa City, Iowa.

This is the first information we have received in regard to this alleged accident.

In talking with our foreman on this work, Mr. W. O. Easter, he

states that this man is one who did not work steadily in his crew, but that on or about the time mentioned in the enclosed letter, he slipped on some ice and fell into a hole about 3 feet deep. This happened between 2:00 and 3:00 o'clock P. M. and this man finished his day's work. About a week after this occurrence, Mr. Easter saw this man and give him his pay roll check and the man did not at that time nor at any other time make any claim for injuries. It is our understanding that this man, Crispin, is a man passed 60 years of age.

Will you kindly take care of this case and advise if there is anything more you want us to do in the matter. Also make necessary reports to the State's Department.

Yours truly,  
(Signed) IOWA BRIDGE COMPANY.

H.C.M.

By

Counsel relies upon this letter copy in corroboration of the fact that an accident actually occurred to Crispin on or about the date alleged. Easter in testifying before the Commissioner at the review hearing positively denied all knowledge of any such communication with the Bridge Company or of any such incident as the "slipping on the ice and falling into a hole."

The record would seem to indicate that the claimant herein is barred from the successful prosecution of any claim he might have against his employers, the Iowa Bridge Company, for his alleged accident of November 16, 1916, as any notice or knowledge on the part of the defendant company would seem to have been after the ninety day limit established by law. The only apparent escape from this conclusion would be the assumption that the alleged injury referred to in the copy of the letter just quoted indicates knowledge on the part of employers through their foreman of the accident having occurred within the legal limit prescribed. This would seem to be assumption based upon such flimsy fact as to be unworthy of acceptance in arriving at a conclusion on the part of the Industrial Commissioner. If such interview was had, as referred to and denied by Easter, it relates to a wholly different incident than that under which this claim is made and seems entirely improbable as occurring at the time alleged, since it is incredible that a serious accident by slipping on the ice could have occurred during the program of cement work, such condition of the elements being prohibitive of the pouring of cement in good construction.

At this point the mental inquiry arises: Why should there have been any such delay or delinquency in acquiring contact with the employer after this alleged injury? Mr. Crispin testifies that he is a minister of the gospel. While he does not assume to be learned, he is not to be classed as a man so ignorant and so uninformed as not to have some understanding of his relations with the compensation statutes in case of personal injury arising out of employment. Good faith and ordinary prudence distinctly required that he advise his foreman of any injury he believed to be the result of his employment. Why should he have neglected this duty and precaution, particularly since it was so convenient to give personal notice to his superior, and, after his foreman left, weeks after the alleged injury, why should he have waited

until March before making any sort of move for relief and then acquire contact with his employer through a lawyer? Such reflection by no means inspires confidence in his claim.

Be this as it may, however, in the case submitted by claimant he has utterly failed to meet the requirements of the burden of proof in his endeavor to establish an injury on November 16, 1916, as arising out of his employment by the Iowa Bridge Company. There is absolutely no evidence of substantial value in corroboration of the claim of the workman that any such accident occurred at the time alleged except that of his sister, Mrs. Heald, which is by no means conclusive. The foreman of the work testifies there were 10 or 12 men engaged in the immediate vicinity of Crispin at the time of his alleged injury. It is strange, indeed, that in view of the badly sprained shoulder, his difficulty in continuing the work yet a few moments until quitting time, his painful emergence from the ditch, his difficult journey home, that none of these men could be produced to offer a word in corroboration of any such accident as alleged. This accident and injury might have occurred; indeed, it possibly may have occurred, but that it actually did occur is by no means established by competent evidence that could be regarded as at all conclusive by the Commissioner.

It is the policy of compensation authority generally to deal indulgently with workmen in cases of personal injury. They are not held to rigid rules of evidence required before other tribunals, but nevertheless and notwithstanding, it must be held as a condition precedent to the establishment of a compensation claim that reasonable corroboration must support the allegation of the workman as to questions of fact.

There is substantial ground for the conclusion of the arbitration committee, assuming an injury as alleged as having actually occurred, that S. Crispin is not entitled to relief at the hands of this defendant because he did not prove that "this injury is responsible for an impaired condition of his left shoulder."

After a careful scrutiny of all the elements appearing in the records of this case, however, the conclusion seems irresistible that injury as arising out of the alleged accident of November 16, 1916, is not established in evidence, and that, even if it were, the claim that the employer had legal notice or knowledge of such accident is extremely doubtful.

WHEREFORE, The findings of the arbitration committee, assuming the occurrence of an accident and resulting injury of November 16, 1916, is reversed, and the employer is decided not to be held in any measure of compensation to S. Crispin because of this alleged accident and injury.

Dated at Des Moines, Iowa, this 23d day of April, 1919.

A. B. FUNK,  
Iowa Industrial Commissioner.

Pending in District Court.

## HERNIA—FAILURE OF PROOF

George R. Miller, Claimant.

vs.

Gardner & Lindberg Company, Employer.  
 London Guarantee & Accident Company, Insurer.  
 Frantzen, Bonson & Gilloon, for Claimant.  
 Chandler Woodbridge, for Defendants.

*In Review Before the Iowa Industrial Commissioner*

On the part of this claimant it is alleged that while in the employ of this defendant at Dubuque, Iowa, December 21, 1918, he received injury which resulted in an extended period of disability.

On the 6th day of October, 1919, it was found by a committee of arbitration:

"That the claimant has failed to establish that the disability for which he claims compensation results from any injury arising out of and in the course of his employment by the defendant company, and he is, therefore, denied compensation."

Saturday, December 21, 1918, George Miller was unloading machinery at the plant of the Gardner-Lindberg Company. He alleges that when he "went to raise that machine to put the roller under the machine that the block tipped over and the bar slipped and struck me right here" (indicating left groin.) He says he "didn't feel it very much until it started to burn on Sunday morning. On Monday morning it started to burn more and got big as a penny and red."

After the date of the injury claimant did his regular work until some time Tuesday, when he went to the office, reported the accident and was sent to a doctor, who sent him to the hospital. Then began a long hospital experience that seemed to be more or less baffling to the doctors. Doctor Bigelow, the attending physician, found no discoloration at the point where the workman said he was injured, and testifies to "very slight, if any, swelling."

Subsequent suppuration occurred and it became necessary to open and drain the lymphatic gland several times. Later hernia developed upon which operation was performed, the healing period being extended to an unusual degree. Dr. Bigelow found no evidence of syphilis or gonorrhoeal infection. He seemed to think disability might have been caused by such an injury as that alleged by Miller. Dr. William P. Slattery, called in counsel by Dr. Bigelow, testified emphatically to unbelief in the conclusion of the latter as to gonorrhoeal infection, expressing the opinion that this is the substantial cause of prolonged disability.

Called by claimant, Edmond A. Linehan, time keeper, testifies that on Tuesday, the 26th, Miller came to him to report an injury as having occurred on the Saturday previous. He said Miller claimed a crowbar had struck him on the leg, indicating about the middle of the thigh; that he had worked continuously Saturday after the time of the alleged in-

jury, and on Monday and up to 9 o'clock Tuesday morning. Witness had not hitherto heard in any way of an accident having occurred as stated. He says he thinks there were ten men in the gang with which Miller was working. Upon inquiry the time keeper testifies: "None of them seemed to know anything about it."

F. W. Kenicker, foreman of the gang Miller worked with, called by claimant, said he was working with Miller on the Saturday afternoon in question; that he had no notice nor knowledge whatever as to any accident having occurred to Miller at that time. The first information he had was from Miller at about 9 o'clock on Tuesday morning when he claimed to be unable to work. Witness went with Mr. Linehan to the gang with which Mr. Miller worked on Saturday and heard the inquiries as to whether or not any of these men knew of any accident to this workman, and "they said No."

J. H. Murray, called by defendant, testifies that he was first assistant mill-wright in charge of moving machinery and resetting it, etc. He was right with the gang with which Miller worked on the Saturday afternoon in question. Testifies that he knew nothing of any injury until Miller reported same on Tuesday.

As usual, in such situations, the doctor disagree. Dr. Slattery gives the impression that there was abundant basis for the disability of this workman aside from the alleged injury. Dr. Bigelow thinks the disability might be consistent with the history given by Miller, as he found no other cause for infection. The defendant seems justified in urging for consideration the improbability of such suppuration as occurred without injury such as would afford an opening for the introduction of infection.

If it were admitted, however, that disability resulting in this case could be consistently charged to some injury of recent occurrence, it still becomes necessary to base any theory of injury as alleged upon the flimsiest of conjecture. It seems utterly incredible that disability, months in duration, should be due to an injury so slight that having occurred in the presence of a number of men, not one of them had any intimation whatever that any accident had occurred or any injury occasioned. That such an incident should happen in the busy working hours of this workman's engagement without any exclamation or sign of distress on his part; that he should have continued to work for the rest of the day and several days later without any indication of such an unusual circumstance is wholly improbable.

Assuming the almost unassumable that the condition for which Miller was sent to the hospital was due to injury of recent origin, it is more than likely that this injury occurred out of working hours, and from a cause wholly outside of his employment, rather than in the presence of a considerable number of fellow workmen who had no intimation whatever of any accident or basis of disability.

In the administration of Workmen's Compensation it is understood

to be usual to give the workman benefit of reasonable doubt in claim adjustment, but it is, nevertheless, incumbent upon him to show that any disability existing arose out of and in course of his employment. He must meet the demands of the burdens of proof. He can not hope for successful controversy in requiring decision to be based upon surmise or conjecture. As stated by Honnold on "Workmen's Compensation, Volume 1, page 464:

"He must show by competent testimony, direct or circumstantial, not only the fact of an accident or injury, but that it occurred in connection with the alleged employment, and that both arose out of and in the course of service at which the workman was employed. The burden is upon the applicant to establish the fact of an accident, if accident be essential under the Act; that the injury complained of was proximately caused thereby; and that the incapacity or death resulted from such injury."

Glass on "Workmen's Compensation" page 29, lays down this rule:

"The burden of proving that the injury was caused by accident and arising out and in the course of employment is upon an applicant; the accident may be proved by legitimate inference from the circumstances shown, but the arbitrator cannot indulge in speculation as to what caused the injury. There must be something more than guess, conjecture, or surmise, and award will be set aside where there is no evidence of accident."

In the important Iowa case, *Griffith vs. Cole Bros.*, 165 N. W. 577, appears these sound conclusions:

"It does not suffice that he was injured while in the course of his employment. It must further appear that his injury arose out of such employment. \* \* \* The burden is on the claimant. It is not discharged by creating an equipoise. It requires a preponderance."

In view of the evidence in this case and under the rules established in sound jurisprudence, it becomes necessary for the Industrial Commissioner to affirm the decision of the arbitration committee, and the same is hereby affirmed.

Dated this 28th day of November, 1919.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Reversed by District Court. Commissioner affirmed by Supreme Court.

#### ACCIDENTAL INJURY NOT PROVEN—CLAIM BARRED BY WANT OF NOTICE.

John Boyeck, Claimant,

vs.

Chicago Great Western R. R. Co., Defendants.  
W. W. Comstock, for Claimant.  
E. R. O'Brien, Carr, Carr & Cox, for Defendant.

*In Review Before the Iowa Industrial Commissioner*

This action is based upon an accident alleged to have occurred January 18, 1915, at Oelwein.

In arbitration October 2, 1915, it was decided:

"That John Boyeck sustained a personal injury on or about January 18, 1915, arising out of and in course of his employment by the Chicago Great Western Railroad Company, which injury will impair the usefulness of his right leg seventy-five per cent, permanently; that he is not entitled to compensation for this injury for the reason that the record shows that the employer had no knowledge of the injury within ninety days after its occurrence."

Claimant states in the record that he was injured while unloading lumber for the defendant company at the date mentioned. He further states he worked three days following his accident and called Doctor Pattison on the fourth day. Dr. Pattison testifies he called on claimant January 30th, February 1st and February 3d. He recites no history of injury.

Claimant was taken to a hospital at Oelwein and operated upon. After several months he had an operation at Iowa City.

During all these weeks and months there does not appear in the record any evidence of notice to the employer relative to any accident or injury to Boyeck or any knowledge on its part of any such occurrence as alleged by claimant.

The burden is on the claimant not only to prove as a basis of compensation payment that an accident resulting in personal injury actually occurred, but that within the time prescribed by law his employer had knowledge through notice or otherwise of the same.

It is difficult to understand how the arbitration committee ever reached the conclusion that any injury as alleged was sustained by John Boyeck as arising out of and in course of his employment. No fellow-workman testified to anything of the kind. George Louis, with whom claimant boarded, was called by claimant to corroborate his contention, but the most positive thing he says in this connection is that he heard somebody say that John Boyeck had told somebody else that he was hurt. In a signed statement previously made and identified and endorsed by Louis, he said he understood that claimant was sick, and when asked if John Boyeck ever hurt his leg he had answered, "I don't know." The testimony of this witness is absolutely valueless as corroboration.

William Hanlon, who qualifies on the witness stand as foreman, testifies that on the 27th or 28th of January claimant quit work without any mention as to cause. Making inquiry he was informed that Boyeck was sick, that he had rheumatism. Mr. Hanlon is positive in his statements that he had no notice or knowledge relative to the occurrence of any accident or injury arising out of employment on the part of this workman. Witness states that he made inquiry several times in the following two or three months after Boyeck quit work and received no information relative to any injury sustained by him in the employ of the company.

O. P. Larson on the witness stand was identified as an employe in

the office of the Superintendent of Motive Power for the Great Western Railroad Company at Oelwein. He testified that among his duties was the investigation of claims at the round house and shops there; that instructions are issued to all foremen that as soon as they hear of a personal injury they are to make out what is called "a 1301 report" in which details relative to the manner in which the accident occurred and other information of value in this connection is set out; that no such report was ever made relative to the alleged claim of Boyeck; that the first notice received by his department as to any such claim was in the latter part of July or the first part of August, 1915.

Evidence outlined above taken in connection with a careful review of the entire record submitted, leads to the conclusion:

1. That claimant has failed to sustain his contention that any accident as alleged arose out of and in course of his employment by defendant at the time mentioned or any other time.

2. That were it possible that any disability from which claimant has since suffered is due to any accident as alleged at the time stated, any claim arising therefrom is absolutely barred by the statute which provides as a limit for notice or knowledge in such cases that "unless knowledge is obtained or notice given within ninety days after the occurrence of the injury, no compensation shall be allowed."

Hence, the defendant, Chicago Great Western Railroad Company, is not held in payment in any sum as compensation upon the claim made by John Boyeck in this case.

The committee decision is affirmed as to its holding as to time limit, and also as to the assessment of costs.

Dated at Des Moines, Iowa, this 5th day of June, 1919.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Affirmed by District Court. No appeal.

#### SUBROGATION—PAYMENT IN THIRD PARTY SETTLEMENT TO APPLY ON COMPENSATION CLAIM.

A. B. Bodine, Claimant,

vs.

Model Laundry, Cleaning & Dying Company, Employer.  
The Fidelity & Casualty Company of New York, Insurance Carrier.  
Pickett, Swisher & Farwell, for Claimant.  
Tourtellot, Donnelly & Swab, for Defendants.

#### *In Review Before the Iowa Industrial Commissioner*

In arbitration proceeding at Waterloo the 25th day of April, 1915, the following decision was reached:

"1. That A. B. Bodine, claimant herein, suffered a personal injury on the 25th day of July, 1917, in the course of and arising out of his employment by the Model Laundry Company, which injury will per-

manently impair the usefulness of claimant's right leg 60 per cent, and that his average weekly wage at the time of such injury was \$16.56.

"2. That the injury sustained by the claimant arose out of an accident in which one of the cars of the Waterloo, Cedar Falls & Northern Railway Company was involved and that such Railway Company has paid to claimant \$750.00 on account of such accident and injury.

"3. We further find that were it not for the connection of the Waterloo, Cedar Falls & Northern Railway Company in this case and the payment by it to claimant on account of the accident and injury, claimant would be entitled to receive from defendant compensation at the rate of \$8.38 per week starting with the date of the accident and continuing for 105 weeks.

"4. We find further that because of the connection of the Waterloo, Cedar Falls & Northern Railway Company with claimant's injury and of such Railway Company's payment of \$750.00 to claimant on account of the injury, the compensation provided for by the Act and set out in the section immediately preceding should be reduced \$750.00 the amount paid claimant by the Waterloo, Cedar Falls & Northern Railway Company on account of the injury, and hold that it shall be reduced in such amount."

Proceeding in Review was instituted by claimant upon the ground that:

1. The arbitration committee erred in holding that the Waterloo, Cedar Falls & Northern Railway Company paid claimant \$750.00 on account of his accidental injury, the fact being that the said Railway Company did not pay claimant \$750.00 or any other sum on account of such accidental injury and it was error to reduce the award in that sum.

Further error on the part of the committee was plead in the matter of adjustment of the extent of injury involved, which has no further relevancy because of the death of A. B. Bodine in the meantime from a cause other than the injury upon which an award was made.

The first ground of appeal is based upon an instrument appearing in the record of this case as "Exhibit A," which is as follows:

"THIS AGREEMENT, Made this 7th day of November, 1917, by and between the Waterloo, Cedar Falls & Northern Railway Company, hereinafter called the Railway Company, and Albert B. Bodine, of Waterloo, Iowa, hereinafter called Bodine, WITNESSETH:

"WHEREAS, on the 25th day of July, 1917, at about 5:30 P. M., the said Bodine, while in the employ of the Model Laundry Cleaning and Dyeing Company, of Waterloo, Iowa, was injured in a collision between a laundry wagon, which he was then driving for his employer, and a street car of the Railway Company on Bridge Street in Waterloo, Iowa, and

"WHEREAS, the said Bodine claims that under the circumstances the said collision was not the result wholly of his own want of reasonable care, but was in part the fault of the railway company, while on the other hand the Railway Company claims that it and its employees were not at fault or responsible for the collision in any degree, and

"WHEREAS, the said Bodine has reached an agreement with the Railway Company in consideration of the sum of \$750.00 to be paid him to covenant not to sue the Railway Company on account of any personal injuries or damage sustained by him in said collision or accident,

\*NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

"The Railway Company in consideration of the said Bodine covenanting not to sue the said Railway Company or any of its officers, servants or employees for or an account of injuries sustained by him in the collision referred to in the preamble hereof, hereby agree to pay to the said Bodine the sum of Seven Hundred and Fifty (\$750.00) Dollars and the said Bodine in consideration of the payment to him by the said Railway Company of the said sum of Seven Hundred Fifty (\$750.00) Dollars hereby covenants and agrees not to sue the said Railway Company or any of its officers, servants, or employees for or on account of the injuries or damages sustained by him in the aforesaid collision, and the said Bodine hereby acknowledges receipt of said sum of Seven Hundred and Fifty (\$750.00) Dollars from the Railway Company.

"It is hereby expressly understood and agreed that this instrument is not a release to the said Railway Company nor to said Bodine's employer or the insurer of said employer under the Workman's Compensation Act of the State of Iowa, nor to any other corporation, firm, or person, but is simply a covenant not to sue the said Railway Company its officers, servants, or employees, on account of the injuries above mentioned.

Waterloo, Cedar Falls & Northern Ry. Co.  
By Maurice A. Welsh, Supt.  
Albert B. Bodie.

WITNESSES:

Corinne Anderson,  
Maurice A. Welsh."

Assuming this instrument to be "a covenant not to sue" and not evidence of "recovery" recognized by statute, claimant denies the right of employer to deal with the payment of \$750.00 under the provisions of the statute providing for subrogation in compensation cases.

Statutes allowing recovery by the employe against the employer and negligent third party, and the rights of employer against such third party, are as follows:

"Sec. 2477-m6. Liability of other than that of employer. Where an employe coming under the provisions of this act receives an injury for which compensation is payable under this act and which injury was caused under circumstances creating a legal liability in some person other than the employer, to pay damages in respect thereof:

"(a) Proceedings against both parties. The employe or beneficiary may take proceedings both against that person to recover damages and against the employer for compensation, but the amount of the compensation to which he is entitled under this act shall be reduced by the amount of damages recovered.

"(b) Indemnity—subrogation. If the employe or beneficiary in such case recovers compensation under this act, the employer by whom the compensation was paid or the party who has been called upon to pay the compensation, shall be entitled to indemnity from the person so liable to pay damages as aforesaid, and shall be subrogated to the rights of the employe to recover thereof."

In the administration of the affairs of this department substantial reliance is placed upon this legislative injunction:

"Process and procedure under this act shall be as summary as reasonably may be. While sitting as an arbitration committee, or when conducting a hearing upon review, or in the making of any investi-

gation or inquiry, neither the commissioner nor the arbitration committee shall be bound by common law or statutory rules of evidence, or by technical or formal rules of procedure, but may hold such arbitrations or conduct such hearings and make such investigations and inquiries in the manner best suited to ascertain the substantial rights of the parties."

In determining whether or not the amount received by A. B. Bodine from the Railway Company should be deducted from any compensation due from the employer under "the substantial rights of the parties" the only question to be considered is: Was the seven hundred fifty dollar payment in effect "damages recovered" from the Railway Company under the provisions of sub-section "a" hereinbefore quoted? The ingenious employment of language cannot obscure the fact that the settlement made between these parties was on the part of the third party, the Railway Company, definite recognition of liability. Private corporations are not charitable institutions. They exist wholly and solely for the single purpose of financial gain. They do not draw upon their substantial resources except for the purpose of promoting financial interests or of avoiding or mitigating financial loss. The conclusion is irresistible that the Waterloo, Cedar Falls & Northern Railway Company entered into this contract for the distinct purpose of reducing legal liability. Strange analysis of human motive must be exercised and new meaning must be given the English language if this situation does not definitely diagram "circumstances creating a legal liability."

In resisting the application of statutory provisions that "the amount of compensation to which he is entitled under this act shall be reduced by the amount of damages recovered," the burden is on the claimant to establish his contention. This obligation he has failed to meet. He utterly fails to justify under the law his attempt to deny to his employer the benefit of his recovery from the third party in reduced compensation payment after sacrificing the right of action on the part of the Model Laundry Company against the Railway Company.

The intent of the law is plain. No juggling with terms and phrases can disguise the fact that this instrument of settlement is designed and executed in an attempted evasion of its manifest purpose. If this design shall succeed, shrewd phraseology can defeat the legislative intent in every case where the right of subrogation should exist.

Error on the part of the committee is alleged in that it failed to make an award on account of the hospital, medical and surgical services required by this workman on account of his accidental injury. This point was well taken when made. Had A. B. Bodine lived to the full limit of 105 weeks, the period covered by the arbitration award, he would have been entitled to statutory allowance for medical, surgical and hospital benefits. Since his death occurred, however, well within the period in which weekly payment would have amounted to \$750.00, and of this sum there remained more than enough to include the \$100.00 provided by statute for such purpose, and since under the law "the amount of compensation to which he is entitled under this act shall be



reduced by the amount of damages recovered." This claim against the employer is held to be fully discharged.

The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 30th day of January, 1919.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Reversed by District Court. Pending in Supreme Court.

#### EXTENT OF DISABILITY—FAILURE TO ESTABLISH BASIS FOR ADDITIONAL AWARD.

A. J. Smothers, Claimant,

vs.

Strange Brothers Hide Co., Defendant.  
Travelers Insurance Company,  
C. R. Metcalfe, for Claimant,  
Sears, Snyder & Gleysteen, for Defendants.

##### *In Review Before the Iowa Industrial Commissioner*

On the first day of January, 1917, this claimant was injured in the service of the defendant company while engaged in the work of wrecking a stone church. No controversy exists except as to the measure of disability sustained by the workman in this accident.

At an arbitration hearing at Sioux City on the 2d day of September, 1917, it was decided that because of injuries "to the workman's hip, leg, ankle and foot, the effects of which are confined to the leg and permanently disable that member forty per cent", claimant was declared to be entitled to receive from defendant the sum of nine dollars (\$9.00) a week for a period of seventy (70) weeks.

From this finding appeal is taken to the Industrial Commissioner by claimant upon the ground that the arbitration committee failed to take into consideration injuries to the hip and back of the workman which entitled him to additional compensation.

In the petition for review and in the argument of counsel it is made manifest that no exception is taken to the committee holding as to the percentage of disability existing in the foot and leg. So controversy is reduced simply to the question as to whether or not the record in this case justifies such additional award as is demanded, or any additional measure of award, on account of the injuries as alleged to the spine and hip, and as to whether or not the committee erred in failing to take such injuries into consideration.

Reference to these alleged injuries in evidence seems to be rather incidental. There is medical evidence to the effect that such limp as exists and such disability as is found in the foot and leg is due to considerable extent to spinal injury. Upon this theory, consideration has been given to the alleged injury. Furthermore, there is some testimony indicating the alleged injuries as having promoted existing disability beyond that

set out in the report of the committee. But because of its indefinite character and the conflicting evidence of physicians in so far as they dealt with this phase of the case at all there was little basis at that point for committee consideration. In the opinion of the Commissioner, the existence of substantial claim for compensation on account of these alleged injuries cannot be intelligently affirmed or denied.

The employer stands ready to discharge his obligation as established at the arbitration hearing. The claimant therefore receives weekly for a period of seventy weeks all that he could be given on any possible finding by arbitration or otherwise. Such additional compensation as might be due upon more comprehensive showing could not be payable under the legal method of weekly payment before the obligation under the committee finding is completely discharged. If, at the expiration of seventy weeks, it may be shown, either because of misapprehension on the part of the committee or of developments arising meanwhile in his condition, the workman has further claim for compensation he would be entitled under the law to a reopening of his case for readjustment of his rights under the statute.

The decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 17th day of January, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

#### EXTENT OF DISABILITY—PRE-EXISTING CAUSE AS FACTOR

W. A. Fearing, Claimant,

vs.

Bradshaw & Co., Defendants.  
Employers' Mutual Casualty Association, Insurance Carrier.  
E. H. Johnson, for Claimant.  
John A. Eddy, Frank Maher, for Defendant.

##### *In Review Before the Iowa Industrial Commissioner*

This claimant sustained an injury to his right foot on the 27th day of February, 1917, which arose out of and in the course of his employment by Bradshaw & Company, at Fort Dodge.

Weekly payments in the sum of \$6.39 each were paid or tendered to claimant as compensation for temporary disability up to the 14th of August, 1917, in full settlement of compensation for the injury in question.

Arbitration hearing occurred on the 27th day of February, 1918, which resulted in a decision by the arbitration committee making an award for total disability up to September 15, 1917, and partial disability to December 7, 1917.

This decision is resisted on the part of defendant on the ground that it is inconsistent with evidence submitted to the committee and

decidedly at variance with the report of medical counsel of this department by whom examination was made and report submitted to the Industrial Commissioner.

Entering into this case as a factor of contention and somewhat of embarrassment is the fact that claimant, W. A. Fearing, exhibits a deformed condition of both his feet arising out of typhoid fever affliction in childhood. The question arises as to what share of the disability existing after the injury sustained is due to this deformed condition in the member injured.

Under direction of the Commissioner, Dr. Fay made an examination of W. A. Fearing September 7, 1917, and the report of this examination is made a part of the record in this case. Dr. Fay notes the existence of deformity in the injured foot and is manifestly of the opinion that this deformity has substantially to do with the disability of claimant at the time of the examination. In a supplemental report dated September 21, 1917, which is also an exhibit in the record of this case, Dr. Fay says:

"Replying to your letter of September 11th, regarding my examination of W. A. Fearing, of Ft. Dodge, Iowa, will say that I think Mr. Fearing would be entitled to approximately two months for the fracture of his metatarsal bone. Because of the condition of his feet he probably should have another month for temporary disability. I do not believe that the injury he had had anything to do with his present disability. Both of his feet are badly crippled and have been for many years."

These reports were prior to the arbitration hearing.

All the evidence submitted has been referred to Dr. Fay who still adheres firmly to the conclusion he reached in his reports just referred to.

The Industrial Commissioner has given to this case, through correspondence and through examination of the evidence submitted and all proper matters of consideration, the most deliberate and careful attention. The situation involves perplexing features and an appeal to sympathy for the claimant in his misfortune.

The conclusion is finally reached, however, that in the payment and tender of the sum of \$138.76 to W. A. Fearing as compensation for his injury and consequent disability, defendant discharged all existing obligation. Hence it becomes necessary to reverse the decision of the arbitration committee with the understanding that the \$17.34 refused by claimant shall be again tendered.

It is further ordered that each party to this action shall pay his own costs.

Dated at Des Moines, Iowa, this 15th day of November, 1918.

A. B. FUNK,  
Iowa Industrial Commissioner.

No appeal.

EXTENT OF DISABILITY IN LEG INJURY—AWARD INADEQUATE.  
Clyde Young, Claimant.

vs.

Oskaloosa Home Telephone Co., Defendant.

*In Review Before the Iowa Industrial Commissioner*

On the 24th day of May, 1916, Clyde Young, the claimant in this case, suffered a personal injury in the course of and arising out of his employment by the Oskaloosa Home Telephone Company. An arbitration committee was formed for the purpose of establishing the measure of disability produced by this accidental injury. On the 4th day of October, 1917, the said committee found that because of a fracture of the fibula at the ankle and a breaking down of the right foot which will permanently impair the general usefulness of the foot to the extent of fifty per cent the said Clyde Young was entitled to compensation at the rate of ten dollars (\$10.00) a week for a period of sixty-two and one half (62 1-2) weeks.

Review proceeding is brought by the claimant for the purpose of establishing total loss of the injured member and a consequent award of one hundred twenty-five (125) weeks of compensation as provided by statute in such cases.

It is the contention of counsel that since the injury of this workman upon which an award is based is such as to prevent him from climbing poles, an essential part of the service in which he was engaged, he therefore is entitled to compensation in the amount fixed by law for the loss of a foot.

This contention is contrary to the law and the logic of compensation administration. No rule or right of the service suggests that compensation be based upon the fact that a workman cannot perform the identical service in which he was engaged at the time of his injury. On the contrary, general usefulness is the real test. Because this man cannot climb poles, it is not reasonable to assume that his earning capacity is destroyed or in fact largely reduced. If his loss of function and consequent award must be fixed upon this theory, then it would occur that a printer, or a violin player, or person engaged in other lines of service wherein a finger or a hand is absolutely essential to continuing in such employment must be given compensation entirely out of proportion to the disability inflicted measured by the standard of general usefulness.

The evidence in this case, the obvious condition of this man, by no means justify the claim for total loss of a foot. Mr. Young uses his foot in getting about. He uses neither crutch nor cane. It is unreasonable to assume that a man making such use of a member as he does of this foot should be entitled to compensation upon the basis of total loss thereof.

Counsel submits citations to show that in many jurisdictions an award is made for the loss of use of a member the same as if the mem-

ber were missing as the result of an industrial accident. The attitude of this department is wholly consistent with such holding. The loss of function is regarded here as elsewhere as entitling a workman to be compensated upon the same basis he would be if the member had been severed from the body. But such citations do not fortify the claim that the man with a usable member shall be entitled to an award as if such member were entirely lost.

The plea that this workman is entitled to compensation in a larger amount than that awarded by the arbitration committee is entirely worthy of consideration. It brings to the Commissioner a perplexing problem. Testimony is involved. Actual conditions are more or less obscure. The conclusion is reached, however, that the committee erred in its conclusion as to the extent of the disability. In the medical testimony submitted by defendant it is admitted that this workman has suffered a loss of fifty per cent of function in the injured member. No claim is made on the part of defendant that any smaller award should have been made. Medical evidence submitted by the claimant supports a larger measure of payment. Moreover, the testimony of the claimant is distinctly and positively to the effect that he suffers such a degree of pain in this foot as to seriously interfere with his getting about and with such engagement as he might assume.

Pain and suffering, merely as such, have no place in compensation administration. On the other hand, it is necessary to consider pain such as promotes disability, incapability to earn, as an element of practical importance in this service. Pain is said to be distinctly personal. One man cannot assume to know how much another suffers in bodily anguish, but since the testimony of this workman is uncontradicted at this point, and since it bears upon its face the appearance of veracity, it is assumed to be a proper matter of consideration in the adjustment of this award.

I therefore conclude this workman to be entitled to the sum of ten dollars (\$10.00) a week for a period of eighty-five (85) weeks on account of loss of function for purposes of general usefulness resulting from his accidental injury herein referred to.

It is further ordered that the defendant pay all costs in this case including the fees of claimant's witnesses.

Dated at Des Moines, Iowa, this 28th day of December, 1917.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

#### MEASURE OF DISABILITY—GENERAL USEFULNESS THE REAL TEST.

James Kennedy, Claimant,

vs.

National Union Coal Mining Co., Defendant,  
Maryland Casualty Co., Insurance Carrier.

John T. Clarkson, F. C. Huebner, for Claimant,  
Miller & Wallingford, for Defendant.

#### *In Review Before the Iowa Industrial Commissioner*

On the 29th day of November, 1916, James Kennedy sustained an injury to the spine in the employment of this defendant as a miner. On the 7th day of March, 1918, it was decided by an arbitration committee at Albia that the injury to claimant and the disability resulting entitled him to the sum of \$6.43 a week for a period of eighty weeks.

Review proceeding was instituted by claimant on the ground that award is not commensurate with the disability involved.

Defendant also appeals from arbitration decision on the ground that the committee acted in excess of its powers and that the facts found do not support its decision.

There is no dispute as to the injury having occurred in compensable relationship nor as to average weekly wage.

On the first of July, 1917, this workman returned to the employment of the defendant company in the capacity of check weigher, receiving compensation in wages higher than his earnings as a miner at the time of the accident. It is the contention of defendant that this fact wholly absolves the employer from further obligation in compensation payment, earning capacity, as evidenced by this situation, having been fully restored. This contention is not sound in law nor safe in experience. If a workman has received injury of a permanent character which reduces his capacity for earning in general fields of usefulness he is qualified to occupy, he is entitled to compensation regardless of the fact that he is so fortunate as to secure some specific employment that may or may not be temporary at a wage as high or higher than he received at the time of his injury.

It is contended by claimant that disability of a workman should be measured by his capacity to perform labor in the particular employment in which he was engaged at the time of his accidental injury. This contention is also unsound for the reason that the law recognizes no such standard of judgment and that it is not fair to apply the same where the workman might secure other employment within his range of capacity.

It is not necessary in the adjudication of compensation claims that a miner's disability should be measured on the basis of his ability to work in a mine, no more than in case of a lineman that his disability must be estimated by his ability to climb poles. The same principle obtains in case of the loss of the members that would entirely disqualify a man for service in the particular line in which he has been engaged. General usefulness is the test as to the measure of earning capacity.

Therefore, the only issue remaining in this case is as to whether or not James Kennedy has at the hands of the arbitration committee received

an award commensurate with his loss of earning capacity in fields of general usefulness.

Dr. Eschbach, who examined the claimant the day before the arbitration hearing, being called by claimant, sums up the situation by estimating that claimant has sustained a loss of 25% in ability to perform manual labor. Dr. Hungate, who had the case in charge for a considerable time after the operation, reaches the same conclusion as to percentage of disability. Dr. Louis Schooler, called by defendant, thinks it would be inadvisable for the workman to do heavy lifting, but that he is able to engage in any "employment which didn't require his lifting heavy objects." Dr. T. E. Gutch performed the operation upon Kennedy at the time of the injury upon which this claim is based. It is conceded in the record by the claimant that if Dr. Gutch were called by defendant he would testify "that when he made the examination of Mr. Kennedy some time in July, 1917, he estimated that Mr. Kennedy had a physical impairment on account of the accident of one-eighth of total incapacity."

In the testimony of James Kennedy upon cross examination, these questions and answers appear:

Q. Several weeks after you had this operation you commenced to mend—the road to rapid recovery?

A. You bet.

Q. In fact, you got well so fast that you surprised yourself.

A. Yes, sir.

Q. Along in March you were able to walk around pretty good, weren't you?

A. Yes, sir.

Q. By the first of July you felt that you were able to go to work at light work?

A. You bet.

Q. You did go to work then?

A. Yes, sir.

Q. You have been getting better ever since you left the doctor?

A. Yes, sir, gradually

Q. You can still do all kinds of work that don't require lifting?

A. Yes, sir.

Upon the basis of this testimony of claimant and the judgment of two physicians informed as to the physical situation, who estimated his measure of disability at 25%, and the surgeon who performed the operation, who estimated his disability at one-eighth, the conclusion is reached that in allowing James Kennedy 80 weeks of compensation the arbitration committee fairly met the requirements of the law.

Wherefore, the decision of the arbitration committee is affirmed.

Dated at Des Moines, Iowa, this 20th day of December, 1918.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

INJURY PROXIMATE CAUSE—DEMENTIA AS FACTOR IN  
EXTENT OF DISABILITY.

Verne Ensley, Claimant,

vs.

Western Flour Mills Co., Employer,  
Integrity Mutual Casualty Co., Insurance Carrier,  
Andrew L. Chezem, for Claimant,  
Cook & Balluff, for Defendants.

*In Review Before the Iowa Industrial Commissioner*

In arbitration at Davenport, March 8, 1919, it was decided that this claimant was entitled to compensation at the rate of Fifteen (\$15.00) Dollars a week for an indeterminable period, subject to later developments.

Review is instituted by defendant, the more material allegations in its petition being based upon the claim that upon the evidence submitted the decision of the arbitration committee is not justified.

On the 13th day, of August, 1918, Verne Ensley was employed as fireman in the plant of defendant. According to the testimony it was a very hot day and ventilation in the engine room was inadequate. After working the full limit of his unusually long day of service, claimant was rendering further assistance in the way of handling ashes and clinkers when he lapsed into a state of unconsciousness in which he remained for a period of several days.

On the part of claimant, this action is based upon the assumption that heat exhaustion was responsible for his collapse, and that all ensuing disability is due to this incident as a proximate cause.

In 1912 Verne Ensley became a patient of a hospital for the insane in the state of Illinois. Upon several occasions he broke away, spending some time at large, each time being apprehended and returned for detention, until in April of 1915 when he was paroled, apparently against the protest of the institution in which he was held, where it was evidently believed he had not made sufficient recovery to warrant release. His case was diagnosed as dementia praecox.

It is held by the defendant that this pre-existing condition and not the occurrence of August 13, 1918, is the proximate cause of any measure of disability alleged by the workman, that his claim is lacking in validity because it is impossible to establish by medical evidence the theory of claimant.

The transcript of evidence in this case covers 248 pages. In this mass is much that is immaterial, and much that is confusing rather than enlightening. As usual, doctors disagree, the weight of medical testimony appearing to have been submitted by defendant. Much as we must depend in such cases upon expert witnesses, compensation is required to qualify such evidence with the principles of simple justice inspired and sustained by the saving grace of common sense. This mass of scientific speculation, of legal skirmishing and doubtful statements, can not obscure the fact that the real issues involved herein are: Did the collapse of Verne Ensley on August 13, 1918, arise out of and in the course of his employment, and if it did, to what extent is continuing disability due to any injury that may have been caused at that time?

Dementia praecox is understood to be an incurable mental malady, usually progressive in character, with more or less frequently recurring relapses. It is not uncommon for its victims to have periods of longer or shorter duration in which ordinary occupation can be pursued, but there would seem to be no basis for expectancy of recovery.

In this record there is considerable footing for the theory of defendant that claimant could not have gone down as the result of heat exhaustion, because at the time of his entry of the hospital his temperature was normal, while in heat exhaustion subnormal temperature is a condition attendant; that he could not have collapsed from sunstroke because in such cases higher temperature is the rule of experience. Nevertheless, a careful review of all the facts involved would seem to substantially justify the conclusion that but for the conditions of employment involving excessive heat not common to workers generally in the community, inadequate ventilation and the exhaustion occasioned by the strain of an unusually long day, Verne Ensley would not have been put out of service at that time. It is believed that no consistent angle of view upon the evidence submitted, and no philosophy to this situation applied conform an avenue of escape from this conclusion. Hence, it must be decided that this claimant did suffer an injury resulting in disability, as arising out of and in the course of his employment by this defendant.

The more difficult question to decide is as to proximate cause of continuing disability in this case. If this record discloses that Ensley is disabled indefinitely, even permanently, because of conditions inseparable from the injury in question, then the employer can not be released from the responsibility of payment during the existence of such disability. If, in this case, however, continuing disability is found to be due to mental aberration or the hallucinations of a disordered mind, injury should not be burdened by its support.

Claimant insists he is not able to perform manual labor. There is much medical evidence to the contrary, although some doctors agree in this conclusion. Defendant does not charge malingering on the part of the workman. It insists, however, that the disability alleged is due to a disordered mental state prevailing on account of the disease diagnosed as dementia praecox, the existence of which is not denied in this pro-

ceeding. Evidence is conflicting relative to personal peculiarities of the claimant. It is asserted and denied that his peculiarities existed before as well as since this injury. The record clearly justifies the assumption, however, that though he was able to maintain a good working record during the years since his detention, his mind was far from normal in its functioning. Contention over his claim naturally incites melancholia, apprehension, hallucination and brooding, such as would substantially interfere with the existence of physical virility, and even more definitely tend to establish impressions in the clouded mind of the workman not justified by the rules of logical reasoning.

The arbitration committee was well within its range of obligation in finding for claimant. Such scrutiny of the evidence and such consideration of the entire situation as the committee was unable to give to the very involved situation, owing to its limitations of time and opportunity, however, justifies the Commissioner in the opinion that the committee did not carry its decision to a logical conclusion. It seems just and reasonable to assume from the record that while compensable injury has been established, it is of limited duration; that there came a time in the experience of this workman when he would have returned to wage earning and removed himself from compensable relationship but for his mental condition, by no means created or lightened by this accidental injury. For this later condition, employment should not be burdened, for it is not responsible for the same.

It is difficult to decide as to the date at which chronic mental condition and not the injury in question became the proximate cause of existing disability. Mortal man could not fix this limit by exact calculation. A few months of contribution might meet the claims of justice, but in the endeavor to resolve existing doubt in favor of the party least able to bear any measure of burden from possible injustice, the line is drawn at the end of one year from date of injury, since which time, if not at a considerably earlier period, it is reasonable to assume that any disability that may be alleged, or believed to exist, is due to causes other than the injury he received on the 13th day of August, 1918.

The decision of the arbitration committee as to claimant having sustained compensable injury as arising out of and in the course of his employment by this defendant, and as to weekly measure of payment due, is affirmed.

It is further ordered that the liability of this defendant shall be fully met by the payment to claimant in the sum of Fifteen (\$15.00) Dollars a week for a period of fifty-two weeks, beginning with the 13th day of August, 1918.

Dated at Des Moines, Iowa, October 23d, 1919.

A. B. FUNK,  
*Iowa Industrial Commissioner*

No appeal.

## SPECIFIC LOSS NOT MODIFIED BY FULL EARNING POWER

Lester J. Brickley, Claimant,

vs.

J. B. Sheets Company, employer, Defendant.

Sampson &amp; Dillon, for Claimant,

Stipp, Perry, Bannister &amp; Starzinger, for Defendants.

*In Review Before the Iowa Industrial Commissioner*

The arbitration hearing of this case was held at the office of the Industrial Commissioner, January 26, 1917. At written stipulation of the parties submitted at the hearing, and now a part of the files of this case, shows that on the 4th day of October, 1916, claimant sustained a personal injury which arose out of and in the course of his employment by the J. B. Sheets Company, resulting in the total loss of hearing in claimant's left ear; also that at the time of such injury, claimant was receiving a weekly wage of fifteen (\$15) dollars.

After an examination of the record in this case, and after hearing the arguments and being fully advised of all the matters involved, the arbitration committee, by unanimous decision found that the claimant was entitled to compensation under the Iowa Compensation Statute, fixing the period for which compensation should be paid for the loss of hearing in one ear at forty (40) weeks, and by unanimous agreement awarded Lester J. Brickley compensation in the sum of seven and 50-100 (\$7.50) dollars for a period of forty (40) weeks, commencing with the 15th day following the injury. In due time notice of review was filed by the defendant company, asking that the award of the arbitration committee be set aside, on the ground that the loss of hearing in one ear, though admitted by both parties, was not a compensable injury within the meaning of the Iowa Statute, it being contended by defendant that there being at this time no immediate loss of earning power, that the physical loss sustained by claimant was not compensable.

Witnesses were called at the time of hearing of this review and a transcript of their evidence is now filed as a part of the record in this case. This evidence shows that the claimant Brickley is a fireman by trade, having worked in this field of labor for the past ten years (record p. 15); that being unable to secure work in his regular line of employment, he sought temporary work in other fields, and on October 4, 1916, the date of his injury, was working as a laborer for J. B. Sheets Co. (record p. 15); that four or six weeks after his injury he had sufficiently recovered to return to his work, but found difficulty in finding employment in his infirm condition (record p. 16), that although he was an old railroad man (record p. 16) and there was a demand for such railroad men (record p. 16) he could not secure employment by the railroads for the reason that he was totally deaf in one ear (record p. 16 and 17); that normal hearing was one of the faculties required by all employees in the operating end of the railroad system (record p. 9 and 10); that being totally deaf in one ear, he could not hear or un-

derstand the directions given by those with whom he worked (record p. 2 and 6), and because of this, his infirmity greatly affected his general usefulness as a common laborer, and seriously interfered with the proper performance of his regular work as a fireman and boiler tender (record p. 2, 3, 4, 5, 6 and 7); that he fails to detect sounds important to his work as fireman, or when otherwise employed; that he hears ordinary conversations imperfectly, but he cannot qualify for service in railroad employment or otherwise. A written stipulation was also filed at the hearing upon review, in which it was agreed by the parties that if Drs. W. W. Pearson and C. M. Werts of Des Moines were called as witnesses, they would testify that the total loss of hearing in one ear and hearing in the other being normal, would leave the injured person with practical hearing for all the ordinary activities of life.

With this brief statement of facts, we now pass to a consideration of the legal propositions involved. It is the contention of defendant that although claimant sustained an injury which resulted in total loss of hearing in his left ear, yet he was not entitled to any compensation, for the reason that at the particular time of the injury, he suffered no diminution of wages. The claimant, on the other hand, contends that, (1) the nature of his injury was such as to directly affect his general usefulness and indirectly to decrease his earning power, and (2) that under the Iowa Statute, the total loss of hearing was a "permanent partial disability" for which compensation should be paid, irrespective of its effect upon earning power.

In our opinion the defendant has not shown, and further it cannot be shown, that a man who has lost total hearing in one ear has not suffered such an impairment as will materially effect his general usefulness as a working man and greatly decrease his earning power as such. It is a matter of common knowledge that he cannot hear ordinary conversations as well, and is, therefore, not as profitable a servant as one who quickly understands those with whom he works and the man who gives instructions; that being totally deaf in one ear, he cannot locate sounds, and for that reason is not as competent a help as he otherwise would be; that if he fails to detect significant sounds common to his work, he is not the proper person to work about machinery, or to fill other positions of labor where normal hearing is essential; that having lost the total hearing in one ear, he is subject to the great peril, not only to himself, but to his employer of the possible loss of hearing in his other ear; that he is continuously subject to those dangers on the public highway and in other places where hearing aids the man in protecting himself against impeding violent contact. It is apparent that because of the matters just mentioned, and for other reasons which might be mentioned, the general usefulness of claimant has been materially affected, and his chances of securing work in many lines of employment is entirely cut off, and in all lines of employment materially decreased. Such being the case, it is our judgment that claimant's injury is such as to entitle him to compensation, irrespective of the propositions herein-after stated.

The statements of Doctors Pearson and Werts as to the condition of organs submitted to them for inspection as to the degree of vision or hearing existing, is given consideration, but in the matter as to how important the hearing of the second ear is in the common experience of a workman, their testimony is of no more value, and perhaps not so much, as that of one more familiar with the requirements of various employments. To say that a workman who has lost entirely the hearing in one ear has 'practical' hearing; that one ear is good enough for a workingman; that he may to this extent be deprived of a sense most important to human activity and still be entirely unworthy of consideration in the matter of compensation on the part of his employer is without foundation in reason or justice.

Turning now to the second proposition of claimant, let us consider the provisions of the Iowa Statute, Section 2477-m-9-j provides that compensation shall be paid for all disabilities, partial in character and permanent in quality. It reads, "For disability partial in character and permanent in quality, the compensation shall be based upon the extent of such disability.

For all cases included in the following schedule, compensation shall be paid as follows, to-wit:"

(Here follows a specific schedule:)

"In all other cases in this, clause (j), the compensation shall bear such relation to the amount stated in the above schedule as the disability bears to those produced by the injuries named in the schedule. Should the employe and employer be unable to agree upon the amount of compensation to be paid in cases not specifically covered by the schedule, the amount of compensation shall be settled according to provisions of this act as in other cases of disagreement."

From the foregoing it will be observed that the Iowa statute contains a schedule of compensation for specific disability in which it is definitely stated the number of weeks during which a workman shall receive one-half of his average weekly wages for the loss of various members of the body. When this law was enacted from this schedule the loss of hearing in one or both ears was omitted, an omission that has been wisely covered by the General Assembly now in session. But subsection 18 of clause (j), Section 2477-m-9, supplement to the Code, 1913, follows the schedule referred to. It is provided that, "In all other cases in this clause (j) the compensation shall bear such relation to the amount stated in the above schedule as disability bears to those produced by the injuries named in the schedule."

Under this provision it is plainly intended that the schedule referred to is set up as a standard of adjustment for application in all cases of permanent injury. It is an assumption violent to law and fact that a man who has entirely lost the hearing in one ear is not, under the law, entitled to compensation for specific permanent disability, and it only remains for this department to decide as to how such permanent

disability is to be measured as compared with those contained in the schedule.

The Iowa statute is identical in language with that of the New Jersey statute, and we are fortunate in having two decisions by the Supreme Court of New Jersey, interpreting the particular language involved in this case. First is that of De Zeng Staudard Company vs. Sheridan Pressy, 86 N. J. 469, in which the Supreme Court said:

"The petitioner, as a carpenter in the employ of the prosecutor, earned \$20.00 a week. He sustained an accident arising out of and in the course of his employment which caused a fracture of the bone of the forearm known as the radius at or near the elbow and which is admitted to have caused the permanent loss of thirty per cent of the use of his arm. After two weeks he went back to work under the same employer, at the same wages, and after a time entered the employ of his son at the same wages. Later on, when work became slack, he worked independently, receiving the same pay for the time that he was actually employed."

Further on in the decision we find this lucid statement:

"The prosecutor's principal claim is that there can not be a statutory "disability" when it appears that the earnings of the petitioner had not been impaired. With this we cannot agree. It may well be that for a time an injured employe might be able to earn the same wages as before the accident, but, as we read the act, the disability intended thereby is a disability due to loss of a member, or part of a member, or of a function rather than to mere loss of earning power. Even if this were not so, it does not follow that the injured employe had not sustained a distinct loss of earning power in the near or not remote future and for which the award is intended to compensate. If it were a question of damages at common law, the elements of damage would consist of present loss of wages, probable future loss of wages, pain and suffering, and temporary or permanent disability, which loss the jury would be at liberty to assess quite independently of the fact that the plaintiff was earning the same wages, except so far as that fact might be evidential with regard to the extent of the disability"

"In John R. Burbage vs. Joseph E. Lee, et al 87 New Jersey 38, we find the following in support of our contention.

"The schedule includes only those cases in the class for which the legislature has thought fit to establish a fixed rate based on the precise injury. And the term "disability" is not restricted to such disability as impairs present earning power at the particular occupation, but embraces any loss of physical function which detracts from the former efficiency of the body or its members in the ordinary pursuits of life."

It is therefore ordered that the decision of the arbitration committee be modified as follows:

In greater consistency with the schedule value in other states of the hearing in one ear, and in view of the fact that the Iowa legislature has just declared that for the loss of hearing in a single ear a workman is entitled to compensation during a period of 50 weeks, this claimant shall receive the sum of \$7.50 a week for a period of 50 weeks in settlement of his claim under the Iowa compensation law.

And as so modified the decision of the committee is affirmed.

Dated at Des Moines, Iowa, this 10th day of April, 1917.

A. B. FUNK,  
Iowa Industrial Commissioner.

No appeal.

**BASIS OF COMPENSATION ADJUSTMENT—300 DAY RULE NOT TO APPLY WHEN A YEAR'S RECORD IN EMPLOYMENT EXISTS.**

Edith Zenni, Claimant,

vs.

South Des Moines Coal Company, Employer.  
Bituminous Casualty Exchange, Insurance Carrier, Defendants.  
John T. Clarkson and Fred C. Huebner, for Claimant.  
Sargent & Gamble, for Defendants.

It is established in stipulation on file:

1. That Edith Zenni, as the surviving spouse of Charles Zenni, is entitled to compensation under the Iowa statute because of the death of Charles Zenni as arising out of and in course of his employment by the defendant company.

2. It is further stipulated and agreed that the said Charles Zenni, deceased, had been in the employ of the defendant Coal Company for a full year preceding said injury in the grade in which he was working at the time he sustained said injury; that during said year he worked two hundred twenty-nine (229) eight hour days, for which he received as earnings One Thousand Six and 33-100 (\$1066.33) Dollars from this employer.

3. It is further agreed by and between the parties hereto that Division (f) Section 2477-m15, Supplement to the Code of 1913 as amended by the Acts of the General Assembly does not apply to this case, and that it is not claimed that it does apply by either party.

4. It is further stipulated by the parties hereto that the formation of a board of arbitration be waived, and that the matters in controversy shall be submitted to the Iowa Industrial Commissioner, and that rulings, findings and award of the said Commissioner shall have the same force and effect as if rendered by a board of arbitration; that this decision of the Industrial Commissioner shall be as in arbitration and review combined, and that from such decision each party reserves the right of appeal to the district court of Polk county.

The case of David Truman vs. Smoky Hollow Coal Company, reviewed by the Industrial Commissioner in 1919, and in which settlement was affected while pending in the courts, involved issues in large measure identical with the case at bar. Much of the reasoning in this review decision will be employed herein.

This case involves just one question, a question of law—there being no conflict as to questions of fact. This question of law arises in the

determination of the amount of compensation to which the claimant, as surviving spouse of the decedent, is entitled. It is the contention of the claimant that in order to arrive at the amount of such compensation, there should first be determined the average daily earnings of the said decedent during the year next preceding his death. Such average under this plan would represent the quotient produced by a division of the total amount earned by the number of days employed or \$4.40 a day. The complainant would, then employing the provisions of sub-division "C" of Section 2477-m15, multiply such average daily earnings by 300 in order to procure the annual earnings of the said decedent. Having so ascertained the earnings of said decedent, claimant would divide the sum by 52, the number of weeks in the year, thereby obtaining \$25.38 as the average weekly wages of the said decedent of which sixty per cent, but not more than \$15.00, would represent the rate of compensation. Sixty per cent of the average weekly wages determined in this manner would be \$15.33, so that he claim is asserted for \$15.00 a week, for the full period of three hundred weeks.

On the other hand, the defendants assert that since it is admitted the deceased husband received as salary, wages or earnings in the employment of the same employer during the year next preceding the injury the sum of \$1066.33, his average weekly earnings during said period is one fifty-second of such sum, or \$19.35, of which amount sixty per cent or \$11.61 represents the true weekly payment or compensation to which the claimant is entitled for the full period of three hundred weeks.

It is provided in Section 2477-m9 under sub-division "A": "The compensation provided for in this act shall be paid in accordance with the schedule unless otherwise provided," and sub-division "D": "If death results from the injury, the employer shall pay dependents of the employee wholly dependent upon his earnings for support at the time of the injury, a weekly payment equal to 60 per cent of his average weekly wages but not more than \$15.00 nor less than \$6.00 per week for a period of 300 weeks."

Section 2477-m15 under the title, "Schedule of Compensation" provides: "The basis for computing compensation provided for in this act shall be as follows:

(a) The compensation shall be computed on the basis of the annual earnings which the injured person received as salary, wages or earnings in the employment of the same employer during the year next preceding the injury.

(b) Employment by the same employer shall be taken to mean employment by the same employer in the grade in which the employe was employed at the time of the accident, uninterrupted by absence from work due to illness or any other unavoidable cause."

There are numerous other provisions of this section of the Iowa Workmen's Compensation Law which will be presently noticed, but it is upon sub-division "A" and "B" of Section 2477-m15 that the defendants rest their contention. And this is true for the reason that by the stipulation of facts filed in this cause, it is established that the decedent re-



ceive as salary, wages or earnings the sum of \$1006.33 during the year next preceding the injury. In other words, the contention of the defendants is rested upon the definite and specific fact so established and not in conflict in this case as to the annual earnings received by the decedent, and it would appear from a reading of these sub-divisions of that section in view of the fact that such annual earnings are so fixed and established, that the measure of the compensation to be awarded in this case should be predicated thereon.

Sub-section "C" of said section is as follows:

"The annual earnings, if not otherwise determinable, shall be regarded as three hundred times the average daily earnings in such computation."

Counsel contend that in order to arrive at the annual earnings resort must be had to a mathematical calculation taking as a basis the actual earnings which, when divided by the number of days worked, should be multiplied by an arbitrary 300 to compute an hypothetical annual earnings. They insist that the words "if not otherwise determinable" included in said sub-division "C" refer to other provisions of the said section, that is so say, that sub-division "C" of the said section prescribes the standard of measurement of annual earning unless a different standard is prescribed elsewhere in the law.

The contention, however, must in itself defeat the claim of counsel as sub-section "A" of the same section does prescribe the basis for the computation of compensation as the annual earnings which the injured person received as salary, wages or earnings in the employment of the same employer during the year next preceding the injury.

In all compensation legislation the purpose is clear to use definite terms and to make a specific provision to the limit of practical application. Among the more delicate situations in this phase of statute making is the fixing of the basis of compensation payments. In pursuance of this manifest intent, solid ground was found where the record of a year's employment without change of status existed, therefore we find enacted as sub-divisions "A" and "B" in Section 2477-m15, the basis of annual earnings received in the same employment by the same employer during the year next preceding the injury as the declared standard for computing compensation. The legislature evidently meant to be understood as saying that where such definite basis existed, settlement must be made accordingly. It is manifestly easy going where such ample facts exist.

Then where a departure from the definite and specific is necessary—where conjecture must be exercised—legislative purpose finds intelligent and practical expression in sub-division "D" where the Fellow Workman Rule and the 300 Day Rule are invoked as the best available basis for adjustment. Sub-division "E" and "F" of the same section are designed to meet more remote contingencies of industrial employment.

It is the manifest purpose of counsel to absolutely nullify the im-

portant and leading provisions of sub-division "A" and "B" by refusing to recognize their application except in a strained and impractical sense; to bolster up a theory exercising the hope of securing for their client an award in excess of legal intent. Involved in this plan of counsel is the purpose to make such use of sub-division "C" in the section referred to as to make it effectual in application at once inconsistent, impractical and unjust. Inconsistent because out of harmony with the entire reason of the law and purpose of the legislature as evidenced by other provisions; for instance in sub-division "D" of the same law, it is provided:

"If the injured person had not been engaged in the employment for a full year immediately preceding the accident, the compensation shall be computed according to the annual earnings which persons of the same class in the same or neighboring employments of the same kind have earned during the same period. And if this basis of computation is impossible, or should appear to be unreasonable, 300 times the amount which the injured person earned on an average of those days when he was working during the year next preceding the accident, shall be used as the basis for computation."

The evident purpose of the legislature in this enactment as disclosed by sub-section "D" was to fix as the standard for the computation of compensation, wages actually earned. If such wages were not capable of ascertainment, because the injured employe had not been engaged in the service for a year, then as the next best medium of measurement the legislature prescribes that there shall be taken the actual wages earned by others who had been in the employment for a full year. Thus actual earnings, not an hypothetical figure, is recognized and prescribed by the legislature as the proper basis for the determination of the rate of compensation. And out of an abundance of caution, it is further provided that if it should happen that neither the actual earnings of the injured employe or of others engaged in similar employment was capable of ascertainment, then there should be used an hypothetical figure resulting from the multiplication of the average daily wages earned by the injured man during the period he did work by 300, thus adopting an arbitrary basis to meet a remote contingency which might not have been provided for in the preceding express provisions of the section. How could an intention be made more manifest than was the intention of the legislature in this enactment as disclosed by the provisions of said section "D"?

It is suggested that the phrase "if not otherwise determinable" in sub-section "C" means if not otherwise determinable under other provisions of the law and has no reference to the determination of such annual earnings as a matter of fact, because the legislature was justified in indulging the assumption that there can scarcely be a case where the annual earnings from the same employer for the year preceding the injury may not be exactly ascertained as a matter of fact. But a reading of said sub-division "D" demonstrates that the legislature recognized the possibility that under some circumstances the annual earnings actually received by persons in the same employment might not be de-

terminated or that the annual earnings of persons of the same class in neighboring employments might not be determinable, and it was to anticipate such a contingency that the legislature prescribed the arbitrary and hypothetical standard of 300 times the average daily wages of the injured person as the measure of annual earnings for the purpose of this act.

If sub-divisions "A" and "B" are not to apply to the mining industry, they may not apply in other activities in the state. Only those closely associated with the administration of compensation may understand how serious such a holding would be. There are numerous industries in the state, which, with their employees are subject to this law, engaged in work necessitating operation on every day of the year such as electric light and power plants, gas and street railways, water works, watchmen both day and night in department stores and office buildings, elevator operators, and indeed a great variety of other industries some of which, because of public necessity, are operated every day of the year. If the construction contended for by claimant is applied in this case, then the computation of compensation for other employees in other classes of industry must be upon the same basis, and the result of such an application would be to compel these industrious employees engaged in works of public necessity who have been actually employed more than 300 days in each year, to accept compensation of less than sixty per cent of their actual weekly wages. Surely this cannot have been the intention of the legislature.

If an employee occupies a particular place throughout the entire year in the employment of the same employer, and should work only half of each week in the year refusing to labor on the other days because of his own personal reasons, still in the event of injury under the plan proposed by claimant's counsel, his compensation would be equal to that of the industrious employee who had worked every working day of the year. That this is not the legislative intent seems clear as has been pointed out from a consideration of the provisions of sub-division "D", and the general purpose disclosed by the law.

It is true compensation is provided in order to recompense for a loss of future earnings, but in all of the sub-divisions of the said section, the legislature has seen fit in some degree to measure such future earnings by past experience and in every case where possible has employed actually resorting only to conjecture as a matter of caution to provide for a contingency or for a situation which would not ordinarily prevail. Thus the legislature, having specified the actual earnings received during the year last preceding the injury as a standard for the computation of compensation by sub-division "A" of the law, went the step further and anticipated the possibility of a contingency arising when the actual figures could not be obtainable, and enacted sub-division "C" which provides for an arbitrary amount as annual earnings.

Of course such consideration as the foregoing cannot alter plain provisions of law, but they have substantially to do with reasonable as-

sumption as to the legislative intent. In the construction of a statute neither the Industrial Commissioner nor the courts have the right to add to or take from its plain and definite provisions even though by not so doing injustice may evidently follow. But where conditions of a statute seem repugnant to the general purpose of the act it is not beyond the power of the tribunal asked to apply it to seek the legislative meaning and intent in the light which the legislature had, and where such reasonably appears and the proven facts warrant it, as in this case, the duty to give life and sensible meaning to that statute is of course imperative. That construction should be given which manifestly meets the right. This was the purpose of the arbitration committee. It is the plain purpose of sub-division "A" and "B" to reward the workman for continuity of purpose and diligent performance and to discourage the indolent and indifferent from the exercise of subterfuge and inefficiency. The effort of counsel to abrogate these important provisions and to defeat plain legislative intent through a straining and impractical application of sub-division "C" is most unreasonable, and if it shall succeed, most unfortunate.

Considered only in its co-relation in our law, sub-division "C" does not justify the construction contended for by claimant. Where it says annual earnings "if not otherwise determinable shall be regarded as 300 times the average daily earnings in such computation," it is only reasonable to assume that where annual earnings are definitely determinable under the provisions of "A" and "B", sub-division "C" cannot intelligently apply. It would seem to be only logical to assume that where definite determination is provided for, the term "otherwise determinable" cannot apply. Where specific legal provision is made for basing compensation upon earnings "received as salary, wages or earnings" it would seem to be a violent proceeding to demand that compensation award be based upon earnings not received but merely conjectured.

In the Smoky Hollow case referred to, counsel contended that "to adopt the method of compensation found by the Board of Arbitration would necessitate abrogating sub-division "E". This is a vain assumption. No one familiar with conditions of industrial employment or with the usual application in compensation administration of the provisions of sub-division "E" can reach any other conclusion than that they are meant specifically to apply only in remote contingencies of industrial employment. In the endeavor to meet all reasonable exigencies of justice in the adjustment of compensation award it became necessary to provide for the apprentice who earns "no wages or less than 300 times the usual daily wage or earnings of adult day labor," etc. Then it occurs that, where men are engaged in service requiring more or less of experience and skill during the earlier weeks or months of their employment, wages are necessarily at a lower figure than when a higher degree of efficiency is developed. It would be manifestly unfair not to take into consideration expected returns as proficiency is acquired. Or, in case of a man of temporarily impaired physical efficiency, fairness demands, in case of personal injury, his early return to full earnings should be

considered. Here is the definite and humane purpose expressed in sub-division "E", never intended to be strained to the uses to which preceding sub-divisions are practically applied.

Counsel contends that because in sub-division "F" it is ordered that under certain conditions of industrial employment "such number shall be used instead of 300," etc., must be construed to mean that 300 days is taken as the standard of adjustment. Such reasoning is wholly vain except upon the assumption that the purpose of counsel in emasculating sub-division "A" and "B" shall be successful. Definite provision having been therein made for compensation payment under certain specific conditions, cases so provided for are logically exempt from any other conditions. It is so plain that in sub-division "F" the standard of 300 is used as applying to cases where it has become necessary to provide for contingencies not covered by the definite provisions of sub-division "A" and "B."

Compensation service does not afford a field inviting to abstruse legal speculation. It was installed for the distinct purpose of providing the largest possible measure of relief for workmen consistent with a just consideration of the obligations of employment under forms and conditions favorable to simple justice and speedy adjustment. It is designed to cut the Gordian knots of legal technicality and circumlocution and to serve the ends of common justice and common sense in process and procedure as summary as reasonably may be. The more familiar one may become with compensation adjustment as reached through commissions and courts, the more definitely it appears that strained construction is to be avoided and that direct and equitable consideration of fact and interpretation of law is uniformly exercised. In cases where it seems to become necessary to pile Pelion upon Ossa in a determination to turn attention from plain provisions of adjustment and to establish principles difficult of administration and indefinite as to practical application, failure is the common result.

In view of the foregoing consideration, the conclusion is reached that the claimant, Edith Zenni, is entitled to compensation from the employer herein at the rate of Eleven and 61-100 (\$11.61) Dollars for the period of three hundred weeks, and this order is accordingly made.

Dated at Des Moines, Iowa, this 30th day of March, 1920.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Reversed by Supreme Court.

### REOPENING

Under the provisions of Section 2477-m14, Supplement to the Code of 1913, the commutation process definitely bars further consideration of a compensation claim. With this exception, Section 2477-m34 is held to mean that reopening, and, if cause be established, readjustment of award may be ordered without regard to previous decision or agreement. While this holding has occasionally been challenged, no appeal to the courts has been taken, and, if taken, there is little ground for apprehension as to the result. The injured workman is entitled to the full measure of relief provided by law without the exercise of technical limitation. Decisions as follows under this procedure are submitted:

#### METHOD OF PAYMENT IN CASE OF PARTIAL PERMANENT DISABILITY.

##### *In Review Before the Iowa Industrial Commissioner*

John Overfield, Sr., Claimant.

vs.

National Union Coal Mining Company, Employer.  
Travelers' Insurance Company, Carrier.

The record in this case shows that in a Re-Opening proceeding at the office of the Industrial Commissioner, October 24, 1919, defendants were ordered to pay claimant compensation in the sum of Five and 34-100 (\$5.34) Dollars a week for a period of four hundred (400) weeks, inclusive of payments already made.

On November 8, 1919, claimant filed with the department a Motion to Revise the Award, as above stated, from Five and 34-100 (\$5.34) Dollars per week for a period of four hundred (400) weeks to Seven and 12-100 (\$7.12) Dollars per week for a period of three hundred (300) weeks.

The Motion was argued orally at the Commissioner's office, December 22, 1919.

The award in question was based upon what is termed a partial permanent disability. At the time of the award, it was evidently assumed that since the claimant's injury was permanent the paying period must necessarily be four hundred (400) weeks, and that since the disability was only partial, claimant had some earning capacity and that he should, therefore, receive a proportion of full weekly compensation.

A careful consideration of the text of the statute is convincing that although this method of fixing the period and weekly allowance is reasonable and equitable, it is not contemplated by the law. All of the provisions of the statute having to do with permanent partial disability are found in *Clause (j) of Section 9. Clause (j) opens as follows:*

*Clause (j)—"For disability partial in character and permanent in quality, the compensation shall be as follows:*

For all cases included in the following schedule, compensation shall be paid as follows, to-wit:

Specific permanent injuries are then enumerated and their respective allowances fixed.

In paragraph 19 of clause (j), which follows the schedule, it is ordered.

"In all other cases in this clause (j), the compensation shall bear such relation to the amount stated in the above schedule as the disability bears to those produced by the injuries named in the schedule."

Since in all of the cases of specific permanent partial disability full weekly compensation for a limited number of weeks is allowed and since there is no provision any where in the law for less than full weekly compensation, except in death cases where partial dependency is involved, it would seem necessary to hold that the claimant in the case at hand should receive full weekly compensation for three hundred (300) weeks, rather than seventy-five per cent of weekly compensation for four hundred (400) weeks.

WHEREFORE, the Motion of the claimant is sustained, and accordingly the defendants are ordered to make such payment to John Overfield, Sr., claimant in this case, in the sum of Seven and 12-100 (\$7.12) Dollars per week for a period of three hundred (300) weeks, inclusive of payments already made.

Signed at Des Moines, this January 12th, 1920.

A. B. FUNK,  
Iowa Industrial Commissioner.

No appeal.

#### DISABILITY NOT DUE TO INJURY—ADDITIONAL COMPENSATION DENIED.

##### *In Review Before the Iowa Industrial Commissioner*

American Machine Products Company, Employer.

Petitioner,  
Orville Bridgeman, Employee.

After having paid the employe Bridgeman in this case \$42.00 in compensation under a settlement agreement duly executed by the parties and approved by the Industrial Commissioner, the employer petitioned for a Re-Opening, alleging "that any disability which the employe has suffered did not arise out of and in the course of the employment by the petitioner, but was due to other causes."

Hearing was had before the Deputy Industrial Commissioner at Marshalltown, Iowa, December 23, 1918.

Bridgeman testifies that he suffered a sprained ankle about 3 p. m., June 25th, while engaged in his duties for the petitioner. He gave a more or less detailed account of the occurrence, but his testimony was lacking in corroboration by disinterested parties. He continued to work nine days after the date of the alleged injury and on the tenth day called on Dr. Hansen to have his ankle treated. On this visit Bridgeman gave no

history of an injury, but on the following day he did, when it was suggested by the Doctor that the ankle may have been sprained. After noting developments, Dr. Hansen diagnosed the employe's ailment as tuberculosis of the ankle joint and gave it as his opinion that this trouble was not caused by the alleged injury. Dr. Hansen also testified that the employe's mother had tuberculosis of the lungs and that this fact influenced him some in his diagnosis.

Other testimony detrimental to recovery by employe was given by the witnesses McClegg and Charles Nutter. McClegg, secretary of the employing company, testified that he had noticed Bridgeman limping about the plant and upon making inquiry Bridgeman informed him that he thought it was rheumatism. Nutter, who was working for the Petitioner at the time of the alleged injury but who is now employed elsewhere, testified that he had noticed Bridgeman limping about the plant as long as two weeks prior to the date of the alleged injury.

It is held that Bridgeman has not discharged the burden of proving that he has suffered any disability as a result of an injury arising out of and in the course of his employment by the American Machine Products Company. Employe is denied further compensation and is ordered to pay the costs of the hearing.

Signed at Des Moines, Iowa, this 17th day of January, 1919.

RALPH YOUNG,  
Deputy Industrial Commissioner.

No appeal.

#### EXTENT OF DISABILITY—TIME UNNECESSARILY LOST.

##### *Re-Opening Before the Iowa Industrial Commissioner*

James Schminkey, Claimant,

vs.

Kratzer Carriage Co., Defendant,  
Employers Mutual Casualty Association, Insurance Carrier.

Frank J. Comfort, for Claimant,  
John A. Eddy, John Hynes, for Defendant.

Defendant submitted Motion to Dismiss Application for Re-opening, alleging want of authority on the part of the Industrial Commissioner, as appears in the said Motion made a part of the department record. Motion overruled.

This case involves facts as follows:

In the employ of the Kratzer Carriage Company this claimant sustained a fracture of the neck of the humerus November 5, 1918. In due time Memorandum of Settlement was executed between the insurer and James Schminkey, with agreed compensation at "\$10.39 per week during the period allowed by law." Final settlement was made later upon the basis of payment aggregating \$124.66.

Alleging continuing disability on the part of the claimant, Application for Re-opening is entertained.

James Schminkey was operated upon at the time of his injury by Dr. W. B. Hight. The conclusion is justified that the operation was skillful in character and attended by unusually good results.

From the record it is inferred that Dr. Hight advised Schminkey that he was able to go to work along in January, 1919, and that he should apply to his former employer for such opportunity. This the claimant did and was offered work, which he declined. His mother seems to have discouraged the resumption of employment with the defendant on the ground that she believed the same to be dangerous.

Schminkey was selling papers on the street intermittently for some time in January and February. He took employment with the Postal Telegraph Company as messenger boy, working about a week. Asked why he quit his work, he replied: "I did not feel good. Another thing, I did not have a wheel." Claimant said when he did not work he was on the street, attending movies, etc. In the meantime, he occasionally helped his mother, delivering laundry work.

The mother, Mrs. C. Ramsbottom, testified he wasn't able to work. "He was home with me most of the time, laying about and would read." Says he made with his odd jobs "no more than enough to get his cigarettes and carfare."

This history of the situation does not tend to justify the conclusion that the seventeen weeks additional compensation asked by claimant is an obligation imposed by the letter, spirit or intent of the Workmen's Compensation Law.

The claimant is an overgrown boy of seventeen years. Like many boys of his age he seems to possess no consuming appetite for hard work, and a rather absorbing interest in movies and other activities alluring to boys of that age. As quite commonly noticed at that time of life, he is not in possession of the degree of that quality commonly known as nerve, which comes into the equipment of male members of society at a later period. He is susceptible to pain as he would not be if he had reached the full endurance of ordinary manhood. The fact that he was a habitual user of cigarettes, a practice evidently justified by his mother, is decidedly suggestive of additional absence of virility. However, men may differ as to the effects of tobacco upon those of mature years, there is little dissent from the opinion that such use is decidedly demoralizing, in a sense at least physical, during the tender years of developing physical structure. Industry should not be penalized for such conditions.

This young man complained of pain. His doctor testified in this connection that pain is an ordinary concomitant of operations such as the one herein involved. It is likely to continue for a year or more, but that pain does not exist to a degree justifying idleness.

Another feature of this case is to be considered. Early in May the question arose as to whether or not the nails used by Dr. Hight in join-

ing the broken bones should be removed. Upon this question doctors are in disagreement. Such disagreement is evident in this record. Since, however, several doctors, including the medical counsel of the department whose report is part of the department record, justify and advise such removal, the Commissioner is disposed to give the claimant in this case the benefit of any existing doubt.

In view of all the circumstances involved in this case, it is held that no additional compensation is due James Schminkey except for such disability as occurred in connection with the removal of the nails in question, which is held to cover a period of four weeks. It is therefore ordered that the defendants pay James Schminkey for such four weeks of disability, and that they be discharged from all further liability in connection with this accidental injury to James Schminkey.

Dated at Des Moines, Iowa, this 30th day of July, 1919.

A. B. FUNK,

*Iowa Industrial Commissioner.*

No appeal.

ERROR IN ESTIMATING DISABILITY AT TIME OF SETTLEMENT—  
ADDITIONAL AWARD.

*Re-Opening Before the Iowa Industrial Commissioner*

William Hughes, Claimant,

vs.

Spring Hill Coal Company and Interstate Casualty Company, Defendants.

On May 7, 1918, William Hughes, the claimant herein, was caught under a fall of slate in defendant employer's mine while engaged in his work as a coal digger. He suffered multiple contusions of the body, a head injury, and also an injury to the back, for which he was operated soon after the accident. At the end of a year he returned to the mine as a check-weighman, having apparently recovered sufficiently to take up light work. Through alleged lack of endurance, the claimant was forced to give up this work in a short time and in May, 1920, he petitioned for a re-opening and review of the settlement agreement entered into by and between him and the defendant February 18, 1919, and approved by the Commissioner, alleging a total permanent disability as a result of his injury and requesting commensurate award. Under this settlement agreement claimant received a total compensation of \$742.80, \$9.00 a week for 82 weeks. In the pending proceeding counsel have stipulated that the claimant's earnings were such as to compute a weekly compensation of \$11.33.

The claim is resisted by the defendants on the ground that the measure of disability is no greater than was estimated at the time of the settlement, and further upon the ground that the settlement agreement is binding and cannot be set aside. Hearing on this petition was had at Des Moines June 21, 1920.

Re-opening and review of the settlement is held permissible under (Sec. 2477-m34, Title XII, Chap. 8-A, Supplement to the Code, 1913).

At the time of the injury the claimant had been working steadily and in full capacity, as always. He was fifty-eight years old and was apparently in normal physical condition for a man of that age. His expectancy as a laborer would have been measured in years. That his injury was severe and serious cannot be questioned. At the time he was struck he was in a crouched position and the impact was of such force as to partially paralyze him for two days. It was found that the transverse processes of the third and fourth lumbar vertebrae were fractured and from an X-ray examination made after the operation, it appeared that the transverse process of the fourth lumbar vertebra was missing.

Claimant now complains of pain in the lumbar region and in his hips and limbs, and that his movements are unsteady and that he tires easily, and that the slightest exertion produces tremor. As stated by one of the examining physicians, the claimant gives the clinical picture of one physically weakened. According to the preponderance of the medical testimony, all of the claimant's symptoms of disability, as described by him, are accounted for by the injury and are attributable to the injury and are permanent.

Considering that prior to the injury claimant was apparently in normal physical condition and that he was able to and was working regularly and at full capacity, and considering further that the injury was serious and capable of producing much disability, and that the change in his condition and his capacity came coincident with the injury, it seems necessary to hold that the disability was caused by the injury, and it is so held.

The physicians' estimate of the measure of disability vary. Dr. Gutch, who attended the claimant, estimated the permanent partial disability at the time of the settlement at 12½% and he is of the opinion that this is still the percentage of impairment. Dr. Fay, who also estimated the impairment at 12½% at the time of the settlement, now finds upon examination that the disability is between 30% and 35%, and Drs. Harnagle and Story give it as their opinion that the claimant has a 60% permanent partial disability as a result of the accident.

Considering these estimates in the average, and in view of the claimant's limited qualifications for work of a nature other than in which he was engaged at the time of the accident, it is held that as a result of the injury his earning capacity has been permanently impaired 40%. Wherefore, defendants are ordered to pay the claimant \$11.33 a week for 160 weeks, less the amount already paid claimant as compensation. This award includes compensation for the total and permanent loss of the use of the left fourth finger which also resulted from the accident. Defendants are also ordered to pay the costs of this hearing.

Signed at Des Moines, Iowa, this 10th day of July, 1920.

RALPH YOUNG,

Deputy Iowa Industrial Commissioner.

No appeal.

**INJURY GREATER THAN ESTIMATED AT TIME OF SETTLEMENT  
—ADDITIONAL AWARD.**

Robert Roberts, Claimant,

vs.

Consolidated Coal Company, Defendant.

*Re-Opening Before the Iowa Industrial Commissioner*

On July 13, 1918, Robert Roberts, the claimant herein, was caught under a fall of slate in defendant employer's mine while about his duties as a company-man. After several months the claimant was examined by Dr. H. C. Eschpach, selected by him, and Dr. T. E. Gutch, selected by the defendants, and in joint report these physicians estimated a permanent partial disability of 25 per cent attributing 50 per cent of such disability to the injury and 50 per cent to previous impairment. Adjustment was made on this basis and under the settlement agreement entered into by the parties April 16, 1919, and approved by the Industrial Commissioner, claimant received a compensation of \$12.80 a week for a period of 52 weeks. There was no commutation.

In June, 1920, the claimant petitioned for a re-opening and review of the settlement alleging a total permanent disability as a result of the accident and requesting commensurate award. This claim is resisted on the ground that the claimant was fully paid for the injury under the settlement and on the further ground that the settlement is binding and cannot be set aside. Hearing on this petition was had at Des Moines, June 23, 1920.

Re-opening and review of the settlement is held permissible under Section 2477-m34, Title XII, Chap. 8-A, Supplement to the code, 1913.

Prior to the accident claimant was afflicted with a chronic arthritis which affected his back and right hip and from this, or some other cause, he was slightly lame in the right leg. He was seventy years old and had worked in the mines practically all of his life excepting the two years immediately preceding his engagement with the defendant employer, during which period he operated an eight acre farm. Apparently he had intended to retire from mine work but returned to the employment in the fall of 1917 for the reason, as he says, that the government was urging all mines to produce at maximum capacity and as it was war time he felt it his patriotic duty to return to the trade. He had worked for several months when the accident occurred, regularly and with sufficient efficiency to satisfy the employer.

In the fall of slate claimant was first struck on the head and the blow bent his body so that his head rested upon his right knee. Further fall then struck him on the back, and his back, right hip, leg and foot were injured. Claimant has worked none since the accident and his physical appearance indicates feebleness and incapacity. He complains of stiffness in his back and right hip and limited use of the right leg and of general weakness. Medical testimony indicates that these con-

ditions are permanent and that all are in a measure attributable to the injury.

Dr. Gutch and Dr. Eschpach do not admit of error in their estimate made upon the examination at the time of the settlement and still contend for the same percentage of disability attributable to the injury. Dr. O. J. Fay and Dr. Edward J. Harnagle, upon recent examination, find that the claimant is practically totally disabled and they attribute a substantial part of such disability to the injury, suggesting 40 per cent.

Considering these estimates in the average, and considering further the claimant's age and other preexisting conditions capable of developing incapacity, it seems reasonable to hold that 30 per cent of the claimant's disability is attributable to his injury, and it is so held. This may be reasoned either of two ways: First, that without the injury claimant could have worked at full capacity less than two and one-half years, or second, that without the injury claimant's average capacity for the eight years following the date of injury would not have exceeded 30 per cent. Wherefore, defendants are ordered to pay the claimant \$12.80 a week for 120 weeks as from the date of injury, less the previous payment. Defendants are also ordered to pay the costs of this hearing.

Signed at Des Moines, Iowa, this 14th day of July, 1920.

RALPH YOUNG,

*Deputy Iowa Industrial Commissioner.*

No appeal.

#### MISAPPREHENSION AS TO MEASURE OF DISABILITY AT TIME OF SETTLEMENT—ADDITIONAL AWARD.

##### *Re-Opening Before the Iowa Industrial Commissioner*

George Polka, Claimant,

vs.

Maple Coal Company, Employer,  
Guardian Casualty & Guaranty Co., Bankers Trust Company, Receiver,  
Interstate Casualty Company, Insurer.—C. G. Sweeney, Agent, Defendants.

During the year 1917, and for several years previous, George Polka, the claimant herein, was employed in defendant coal Company's mine as a coal miner. On September 7, 1917, he was buried under a fall of slate. His right hip was dislocated and his left leg broken and there was also a back injury which was serious, although not thought so at the time of the accident. Claimant was totally disabled until June, 1918, when he returned to the mine to supervise and assist his son in mine work. He has been so engaged ever since. On June 5, 1918, settlement agreement was entered into by the parties under which the claimant received \$396.52, which was paid as compensation for a temporary total disability of 41 weeks duration. Memorandum of this agreement was filed with the Commissioner, and on June 10, 1918, was formally approved.

On April 21, 1920, claimant filed an Application for Re-opening and

Review of this settlement, alleging a permanent partial disability as a result of the injury for which the compensation paid was inadequate under the Act, and requesting an award commensurate with the disability.

Upon motion, the Interstate Casualty Company and its agent, C. G. Sweeney, are dismissed as party defendants in this action for the want of jurisdiction. It is not denied that the Guardian Casualty and Guaranty Company was the insurer of the defendant Maple Coal Company at the time of Polka's injury and the record does not disclose that there was any contract of insurance existing at that time as between the Interstate Casualty Company and the Maple Coal Company.

Defendants deny that claimant has suffered such a permanent partial disability as entitles him to compensation in addition to that paid under the settlement, and deny liability in the entirety upon the ground that the settlement agreement is binding and cannot be set aside.

Re-opening and Review of settlement is so universally favored by compensation generally and so consistently recognized by Commissions and Courts that it would seem unnecessary to consider this a vital issue in the case. Claimant relies upon Sec. 34 of the Act, as giving him right to have the settlement reviewed.

If, in this case, there was misapprehension as to the extent of the injury at the time of the settlement, or if there was error in estimating the measure of disability, or if since the settlement there has been a development in the claimant's condition as affected by the injury, correction should follow and it is held permissible under the section above quoted.

That there was misapprehension as to the extent of the injury at the time of the settlement, at least on the part of defendant, seems clear. Claimant was paid for a temporary incapacity, whereas the record discloses that he has a marked permanent partial disability as a result of the injury. Also, it appears that the claimant did not understand that this settlement agreement was for a final adjustment of his claim. In effect, his testimony is that he thought it necessary to sign the papers presented to him in order to obtain the compensation already due, and that he expected further payment for the reason that he had not fully recovered from his injuries. Showing of this kind may be unnecessary in view of the statutory provision for re-opening, but it seems to have been the situation and doubtless should be mentioned.

Holding for review of the settlement it becomes necessary to ascertain as to the measure of the claimant's disability. Dr. Harnagle, who examined the claimant as late as March 1920, found evidence of a fracture of both transverse processes of the fourth and fifth lumbar vertebrae and the right transverse processes of the second and third lumbar vertebrae. He also found a fragment about two inches in length overhanging the right hip joint, and an osteomyelitis and periostitis localized about a retained wire in the left tibia at the site of the fracture. The

doctor stated in his testimony that by reason of the back injury, the lower spine would remain rigid permanently and that this injury in itself would physically impair the claimant permanently between 40 per cent and 45 per cent. Dr. Harnagle is not of the opinion that the abnormal condition of the right hip or the left leg will, of themselves, cause any marked degree of disability since they do not materially interfere with the functioning of the members. However, in concluding that the injury to the left leg will not contribute disability, the doctor apparently anticipates further surgical treatment to relieve the present condition.

Dr. Fay, who also examined the claimant in March 1920, gives it as his opinion that claimant's physical efficiency is permanently impaired 40 per cent by reason of the injury.

It is difficult to share with the defendants the impression that the claimant's activities since his injury have been such as indicate error in the physician's estimate of disability. While it is true that since June 1918 the claimant has managed to make a livelihood from his efforts in the mine, it is doubtful whether he could do this were it not for his son who, as his father's partner, indulgently relieves the father of the heavier work that falls to a miner. The disability of a workman whose only equipment is for manual labor must be measured by his capacity on the labor market. Labor implies a contract of service under which the laborer is accountable for regular hours of steady work, and if he is physically unable to meet this requirement, he is likewise unable to compete with labor on the market and his earning capacity is necessarily materially impaired. Polka's only equipment is for labor. He is a foreigner fifty-six years old, does not speak English, and has no education.

The estimates as given by the physicians are accepted as defining the measure of compensable disability, and it is held that as a result of the injury, claimant's capacity as a laborer has been permanently impaired 42 and one-half per cent.

WHEREFORE, defendants are ordered to pay claimant at the rate of \$16.15 a week for 170 weeks as from two weeks following the date of injury, deducting the amount of the payment previously made. Defendants are also ordered to pay the costs of this Hearing.

Signed at Des Moines, Iowa, this 24th day of June, 1920.

RALPH YOUNG,

*Deputy Iowa Industrial Commissioner.*

No appeal.

#### AGE AND PHYSICAL INFIRMITIES CONTRIBUTING TO EFFECTS OF INJURY—ADJUSTMENT AWARD.

Alfred Goater, Claimant,

vs.

Central Iowa Fuel Company and Interstate Casualty Co., Defendants.

#### *Re-Opening Before the Iowa Industrial Commissioner*

Alfred Goater, the claimant herein, suffered an injury on November

25, 1918, arising out of and in the course of his employment as a timberman in defendant employer's coal mine. Adjustment was made on the basis of payment for 52 weeks at \$12.46 a week. Memorandum of this agreement was executed by the parties September 4, 1919, and was filed with the Commissioner and approved. In May, 1920, claimant petitioned for a re-opening and review of this settlement alleging a total permanent disability as a result of the injury and requesting commensurate award. Defendants deny liability on such claim on the ground that the claimant has been fully paid under the Act for the disability suffered as a result of the injury and also on the ground that the settlement agreement is binding and cannot be set aside. Hearing on this petition was had at Des Moines on June 24, 1920.

Re-opening and Review of the settlement is held permissible under the following provision of the law:

(Sec. 2477-m34, Title XII, Chapter S-A, Supplement to the code, 1913).

"Any payment required to be made under this act, which has not been commuted, may be reviewed by the industrial commissioner at the request of the employer or of the employe, and if on such review the commissioner finds the condition of the employe warrants such action, he may end, diminish or increase the compensation, subject to the maximum or minimum amounts provided for in this act. All hearings upon review of the Iowa industrial commissioner under the provisions of this section, or under section twenty-four hundred seventy-seven-m32 (2477-m32), supplement to the code, 1913, shall be held at Des Moines, Iowa, unless the interested parties and the Iowa industrial commissioner mutually agree by written stipulation that the same may be held at some other place.

That claimant's earning capacity as a laborer is now materially impaired, and that it will remain so permanently is not seriously questioned. Inquiry is as to what extent, if any, the injury contributes to such disability.

The injury was due to a blow from a springing steel bar which struck claimant in the region of the left temple cutting gashes in which twenty-one stitches were taken. Presumably there was no fracture. Claimant was rendered unconscious for three days and was confined to his bed for approximately three weeks. He gradually recovered from the more acute effects of the injury but continued to suffer spells of unconsciousness and dizziness and wilting weakness. In time these occurrences became less frequent and in December, 1919, claimant returned to the mine as a timberman's helper. At the close of the eighth day, and while the claimant was on his way home, he fell from exhaustion. Since then, he has done no work in the mine and his activities have been confined to his home where he has assisted with family gardening and similar work. Claimant testifies that so long as he does not exert himself he feels fairly well, but that exertion brings immediate exhaustion and total incapacity.

At the time of the injury, the claimant was seventy-years old and was aged up to his years, if not beyond. While he had been working with comparative regularity, the attending physician who had had occasion to treat him for lumbago about a year prior to the injury, found that he



was then suffering from advanced arterio-sclerosis and that he was not then fit for heavy mine work and that his time for such work was indeed limited.

Physicians testify that while there is no tangible trace of the injury, and while claimant is now suffering wholly from the ailments which naturally consummate old age in physical defects, that doubtless the consummation of disability by old age was hastened to some extent by the injury, and this assumption is accepted for our purpose.

It would be unreasonable to hold that claimant's disability is entirely attributable to his injuries in a compensable way, and also unreasonable to hold that the injury is not to be considered as a contributing factor. The conclusion is reached that it is reasonable and fair and equitable in the light of the whole situation to hold that as a result of the injury claimant has a partial permanent disability of 25 per cent, and it is so held. This may be reasoned either of two ways: first, that without the injury claimant would have been able to work at full capacity not to exceed two years; or, second, that without the injury claimant's average capacity for eight years, as from the date of the injury, would not have exceeded 25 per cent.

WHEREFORE, defendants are ordered to pay claimant \$12.46 a week for 100 weeks, deducting the previous payment. Defendants are also ordered to pay the costs of this Hearing.

Signed at Des Moines, Iowa, this 10th day of July, 1920.

RALPH YOUNG,

*Deputy Iowa Industrial Commissioner.*

No appeal.

#### RE-OPENING BARRED BY COMMUTATION

Oscar D. Hall, Claimant.

vs.

Iowa Railway & Light Company, Employer,  
London Guaranty & Accident Company, Ltd., Insurance Carrier.  
R. W. Pugh, for Claimant.  
Chandler Woodbridge for Defendants.

#### *Action for Re-Opening Before the Iowa Industrial Commissioner*

The question involved in this action is as to whether or not reopening for purposes of review can occur in a compensation case wherein settlement by commutation has been effected as by statute provided.

On June 3, 1918, Oscar Hall sustained serious injury as track laborer in the employ of this defendant.

On the 20th day of August, 1919, Memorandum of Settlement was filed with this department, signifying agreement between the parties for the payment of compensation for an indefinite period at the rate of \$5.49 per week. Our files further show that on the 11th day of December, 1919, final settlement between the parties was made on the basis of \$6.49 per week during a period of one hundred twenty-five weeks.

Acting upon the application for commutation, upon the basis of this settlement, the Industrial Commissioner on the 19th day of December, 1919, approved of the same in due form. The department record in this case embraces an order for lump sum payment upon the terms submitted to and approved by this department, duly executed by Hon. F. F. Dawley, Judge of the District Court of Linn County, Iowa, upon the 30th day of December, 1919.

Claimant files application to set aside this lump sum settlement on various grounds, partially set out as follows:

1. Due consideration was not given for the period of total temporary disability of claimant;
2. Wages for the kind of work performed by claimant have been several times increased since the date of this injury;
3. Asking for readjustment upon the basis of increase of fifty to sixty per cent of average daily wages under the amendment of the statute in effect July 4, 1919;
4. Claim for readjustment because of increase in cost of living since the date of this accident.
5. The alleged fact that the order of Judge Dawley does not appear in the records of Linn county;
6. Charges fraud against the company.
7. The period of compensation for disability in this case could not be definitely determined as required by law.

There is no basis in law for the recognition of any of these grounds for reopening this case, with the possible exception of the allegation numbered 7, as above. In section 2477-m14, Supplement to the Code of 1913, it is provided as a condition precedent for commutation "in any case where the period of compensation can be determined definitely." No such question can possibly arise where injuries are embraced in what is known as the schedule for compensating specific injuries in sub-section (j) of Section 2477-m9. The question arises—must commutation be denied in all other cases? In these other cases the department has assumed that where parties agree to settlement consistent with competent medical opinion based upon physical examination, the period of compensation can be definitely determined. Assumption to the contrary would defeat a very large proportion of claims for commutation, and while it is the purpose of the department to exercise penetrating discrimination in dealing with such applications, in some cases it would be a matter of hardship, if not calamity, to deny lump sum settlement.

Because she was a party in interest and not consulted in lump sum settlement with Hall, Claimant asks that his wife, Edith C. Hall, be made a party to this action. The compensation statute recognizes no right of any contingent claimant to recognition in such proceeding. A wife does not become a dependent in law while the injured workman survives.

In Section 2477-m17, Supplement to the Code of 1913, it is provided:

"No employe or beneficiary shall have power to waive any of the provisions of this act in regard to the amount of compensation which may be payable to such employe or beneficiary hereunder to whom the act applies."

Counsel submits this provision as a bar to legal contract with Oscar Hall, as set out in this record. The success of this contention would operate to nullify all contracts made with workmen in compensation adjustment. It would make impossible the practical operation of the commutation provision of the statute and it would legalize the farce of assuming that employers may be bound while the employe is relieved of all obligation and deprived of all power to contract with an employer in compensation jurisdiction.

In the statutory provision for commutation, the proposition ends with this clinching provision:

"Upon the payment of such amount the employer shall be discharged from all further liability on account of such injury or death, for which said compensation was being paid, and be entitled to a duly executed release, upon filing which the liability of such employer under agreement, award, finding or judgment shall be discharged of record."

It is held this injunction summarily disposes of all grounds for setting aside this lump sum settlement, except it has been made to appear that such settlement is based upon fraud or imposition upon the workman by way of deception, intimidation, or duress of any character. Is there any basis for such allegation in this case?

On the 24th day of November, 1919, after a thorough examination of Oscar D. Hall, Dr. O. J. Fay, department medical counsel made this report:

"The physical examination is entirely negative except for a moderate degree of limitation of motion when stooping. X-rays made by Dr. Burckham revealed that the body of the 8th dorsal vertebrae had been crushed. I would suggest 125 weeks as a very fair basis for compensation."

Thereupon, the insurer tendered to this claimant a settlement in accordance with this medical examination and report. The workman took this proposition under consideration, returning to his home where he had abundant opportunity to consult friends and legal and medical counsel if he so desired. After a lapse of seventeen days, that is to say, on the 11th day of December, 1919, he accepted these terms and entered into a contract with the insurer. Upon the basis of this settlement and the report of Dr. Fay, the Commissioner approved of lump sum payment December 19, 1919.

The best possible evidence as to the equity of this adjustment appears in the affidavit of Oscar D. Hall in this proceeding, submitted to the Commissioner under date of July 28, 1920, from which is quoted:

"Lately I had a very thorough examination of my present condition made by one of the best diagnosticians in the state of Iowa, a man of great reputation, and he rates my present ability to earn at only three-fourths of that of an ordinary man of my age. Considering the fact that my disability was total for two years with the exception of the fact that I earned \$240 in that time and the fact that my present earning capacity has been reduced one-fourth, I do not believe that the compensation offered me by the Company was just or fair in the amount of \$504.15."

This eminent diagnostician,—this "man of great reputation" fixes the

permanent disability of Hall at twenty per cent lower than the estimate of Dr. Fay, upon which settlement was based. At the time of the filing of this affidavit, some six weeks ago, the petition for reopening and readjustment of this claim was evidently based upon the theory that the workman could recover upon a claim for total temporary, in addition to the allowance for partial permanent disability. This is not in accordance with the Iowa statute.

In view of the history of this case, it cannot be assumed that the workman was deceived in any particular; that any degree of fraud was practiced upon him, or that he was in any measure deprived of compensation consistently found to be his due.

The Workmen's Compensation statute has been called a fool-proof law, in that no inadvertence, no ordinary neglect nor carelessness, no possible act as a result of fraud or duress or deception of any kind can deprive the workman of compensation to the full extent to which relief is provided by law. When he is injured he is expected to notify his employer within a period of fifteen days, but if his employer shall have knowledge or notice within thirty days of the time of the injury, no right is lost, and, per adventure, if such knowledge or notice is obtained within ninety days, and no prejudice can be plead on the part of the employer, the workman is still on safe ground. Any kind of an agreement he may have signed pending negotiations for final settlement is of no force nor effect if it may be shown that for any valid reason rehearing should be granted and readjustment of his claim made.

Commutation is a departure from the usual rule of compensation payment. In most cases it is discouraged by compensation authorities because it is not for the best interest of the workman or his dependents when such settlement is insisted upon. The law says that if such settlement is made, it shall be a bar to any future claim based upon the case commuted as against the employer or insurer. Legislative intent is clearly manifest, and no suggestion of injustice to the workman is involved. Such settlement occurring under the circumstances existing in this record is held to be absolute and final.

WHEREFORE, the petition of Oscar D. Hall is denied.

Dated at Des Moines, Iowa, this 15th day of September, 1920.

A. B. FUNK,

*Iowa Industrial Commissioner*

No appeal.

PAYMENT LIMITED TO SPECIFIC VALUE OF MEMBER AS PROVIDED BY STATUTORY SCHEDULE

Alfred Moses, Claimant.

vs.

National Union Coal Company, Employer,  
Maryland Casualty Company, Insurance Carrier.

John T. Clarkson and F. C. Huebner, for Claimant.  
J. F. Dammann, for Defendants.

*Re-Opening Before the Iowa Industrial Commissioner*

July 31, 1917, Alfred Moses sustained severe injuries in the employ of this defendant Coal Company. Permanent partial disability in a measure of loss of use of the right foot became the basis for adjustment between the employer and workman.

On the 7th day of August, 1918, a settlement agreement in due form was filed with this department, adjusting the disability claim on the part of Alfred Moses on the basis of one hundred weeks of compensation payment.

In this re-opening proceeding under Section 2477-m34, supplement to the code of 1913, two issues are involved:

1. Evidence in the record discloses the result of medical examination subsequent to the settlement agreement of August 7, 1918, justifying a claim on the part of this claimant to the full limit of one hundred twenty-five weeks as provided by law for the loss of or loss of use of a foot.

2. Claimant contends that settlement in this case should be upon the basis of loss of earnings occasioned by this injury, regardless of the limit of one hundred twenty-five weeks provided as permanent partial disability of the loss of a foot.

In sub-section (j) of Section 2477-m9, supplement to the code of 1913, the Iowa statute at the time of this accident provided:

"(j) For disability partial in character and permanent in quality, the compensation shall be as follows:"

"For all cases included in the following schedule, compensation shall be paid as follows, to-wit:"

"Paragraph 14 of said sub-section (j) of his schedule is as follows:

"(14) For the loss of a foot fifty per cent of daily wages during one hundred twenty-five weeks."

The claimant is evidently unfortunate in that surgeons decided to endeavor to restore some measure of usefulness in the injured member instead of proceeding with amputation. In this re-opening proceeding, Mr. Moses testified that he thought at the time and still thinks amputation to be necessary. The presence of the injured member causes pain and prevents such service as the workman might perform if the foot had been eliminated.

There would, however, seem to be no escape from the conclusion that for the loss of use of the foot claimant cannot under the law establish a claim in excess of the amount provided for the absolute loss by amputation of such member. The statute definitely provides, in cases of permanent disability for specific compensation payment, and nowhere justifies a claim for other and further compensation. Hence, the limit of liability on the part of this defendant is clearly established.

IT IS THEREFORE ORDERED, that the defendant in this case shall pay to Alfred Moses compensation in the sum of Twelve and 12-100 Dol-

lars (\$12.12) for a period of one hundred twenty-five weeks in full settlement of all obligation imposed by law in this case.

Dated at Des Moines, Iowa, this 21st day of February, 1920.

A. B. FUNK,

*Iowa Industrial Commissioner.*

Pending in District Court.

RELATION OF COMBINED FUNCTIONAL LOSS TO TOTAL PERMANENT DISABILITY.

Frank Dally, Claimant.

vs.

Iowa Gas & Electric Company, Employer.

Employers' Mutual Casualty Association, Insurer.

Wilson & Wilson, and W. H. Butterfield, for Claimant.

John A. Eddy and John F. Hynes, for Defendants.

*Re-Opening Before the Iowa Industrial Commissioner*

This action is based upon the provisions of Section 2477-m34, supplement to the code of 1913.

February 12, 1919, Frank Dally sustained serious injuries to his left leg and left wrist in the employ of this defendant.

\* March 25, 1919, Memorandum of Settlement was received by this department, the same having been approved March 31, 1919. This agreement recites that this claimant was to receive the amount of "\$10.06 per week during period allowed by law." In July of 1919, weekly payment was suspended, the last having been made on the 17th.

The only issue involved in this proceeding is as to amount of compensation remaining due this claimant upon the basis of the extent of disability sustained in his accidental injury of February 12, 1919.

Defendants have tendered in settlement as for the loss of one-third the use of left leg, and the loss of one-fourth the use of left hand in full payment of the claim involved. Claimant avers such offer to be wholly inadequate, in view of his permanent injury.

Defendants submit testimony of Dr. Edward J. Harnagle and Dr. J. W. Bailey, of Des Moines, who, after examination expressed the opinion that Frank Dally has suffered loss of function to the extent of thirty-three and one-third per cent of his left leg and twenty-five per cent of his left hand. Called by claimant, Dr. E. G. Wickham, of Washington, Iowa, testified that in his judgment the loss of use of the leg was from three-fourths to seven-eighths in extent, and that the hand is practically useless. Dr. O. J. Fay, Department counsel, submits a report in which he reaches the conclusion that injury to the wrist is equal to twenty-five to thirty per cent of the loss of use of the hand, while loss of leg function equals thirty-five per cent.

The usual happens when doctors disagree. It is probable that medical

witnesses from his community, detained by circumstances, would have strongly supported the attitude of Dr. Wickham. Under such circumstances, it becomes necessary for a compensation tribunal to secure all the light available through medical evidence and then apply the rules of manifest justice and common sense in reaching a decision.

At the hearing in question, Frank Dally was introduced as a witness. He testified that he has been unable to perform manual labor since the accident of February 12, 1919. His appearance and the manifest extent of disability affords substantial basis for the conclusion that he is and always will be unable to pursue the avocation of common labor. With limited education and training to no other pursuit, his opportunity for earning a livelihood is substantially circumscribed. An appeal on his part for employment would interest very few employers. In the city, he might operate an elevator, possibly he might run an automobile. He would surely have difficulty in finding any sort of work in which he might engage with his limited equipment, and he would certainly command wages much below the ordinary.

A preponderance of medical opinion in this case fixes loss of use in one injured member at twenty-five per cent, and in the other at from thirty-three and one-third per cent to thirty-five per cent. This may be true as to technical loss of function. What is the effect, however, of such loss? With five per cent physical impairment, the average man would hardly be handicapped to any extent in manual employment. This might be true with ten per cent loss. If he were previously unusually well equipped physically, he might lose twenty per cent of function and still hold his job as an ordinary workman. But when a man has sustained a functional loss from twenty-five per cent to thirty-five per cent his relations with employment are inevitably revolutionized. To say that this man, so manifestly impaired in earning capacity, shall have his claim for compensation adjusted upon the basis of one-fourth of the loss of a hand and one-third the loss of a leg, is absolutely grotesque, if it is the intent of the law to deal with a workman on the basis of his loss of earning power.

This claim should not be adjusted upon the basis of schedule allowance for individual members. Under the law, the loss of a leg and a hand in a single accident is classed as total permanent disability, carrying with it compensation to the limit of four hundred weeks. When these members sustain such loss of function as to establish a substantial measure of total permanent disability, settlement must be upon the basis of such impairment. It is evident to the Commissioner that the loss of earning power on the basis of measure of total permanent disability should be fixed at not less than fifty per cent.

IT IS THEREFORE ORDERED, that the defendant, Iowa Gas & Electric Company pay to Frank Dally the sum of Ten and 06-100 (\$10.06) Dollars for a period of two hundred weeks, inclusive of sums already paid, in settlement of this claim for compensation, and that costs be taxed to defendants.

Dated at Des Moines, Iowa, this 9th day of March, 1920.

A. B. FUNK,  
Iowa Industrial Commissioner.

No appeal.

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STATE OF IOWA  
1920

REPORT OF THE

**Bureau of Labor Statistics**

FOR THE

**Biennial Period Ending June 30, 1920**

A. L. URICK, Commissioner

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