1914

In Memoriam - Albert Dabney Crenshaw

Ward C. Yeager

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IN MEMORIAM.

Albert Dabney Crenshaw died June 30, 1914, at the home of his father, Judge Robert Crenshaw, in Cadiz, Trigg County, Kentucky, in his twenty-third year. He secured his early education in the schools of his native town. In 1909 he went South and after locating in Augusta, Georgia, became Assistant Claim Agent of the Atlantic Coast Line Railroad Company. He was recognized by this railroad as a man of sterling worth, but after two years he decided to study law.

In 1911 he came to Lexington and entered the College of Law at State University of Kentucky and graduated from that department in 1913 with the degree of LL. B. While at State University he made a good record, being a hard worker and standing high in his classes. His strong character and kind disposition won the love and respect of the entire student body. While at State University Mr. Crenshaw took a leading part in the college activities, being a member of several literary societies and a charter member of the Henry Clay Law Society. After finishing his course at State University he took the bar examination before the Fayette County Bar, which he successfully passed. Then he returned to his native town, Cadiz, and entered the practice of law with his father. From the beginning he made great progress, enjoying a lucrative practice and at the time of his death was considered one of the leading attorneys of that judicial district.

Mr. Crenshaw was a man of strong religious convictions and for several years was a member of the Christian church at Cadiz. He was an active and efficient member and a leader in the Bible school. In his life he looked first to his Creator and placed his trust and faith there. He learned wisdom from the great fountain of all wis-
dom and in his daily life practiced that law received from the God of law.

His heart vibrated with love and affection when its cords with human need or human suffering responded to its every call in loving sympathy and tender ministrations.

An uncrowned king—an unsung hero—he lives in our hearts and dwells in our lives, beautifying and making them more sacred. And we realize

“He is not dead, he is just away,
With a cherry smile and a waive of the hand,
He has wandered into an unknown land,
He is not dead, he's just away.”

We loved him because he was lovable—we grieve over his loss because it is irreparable, and we lay this flower upon his grave because

“You may break, you may shatter the vase if you will,
But the scent of the rose will hang 'round it still.”

WARD C. YEAGER.

Synopsis of Some of the Leading Cases Recently Decided by the Kentucky Court of Appeals.

CRADDOCK, VINSON & COMPANY VS. CONNECTICUT FIRE INSURANCE COMPANY.

This case was appealed from Hickman Circuit Court, and decided October 27th, 1914.

In August, 1912, the appellants purchased a traction engine, water tank, separator and two wind-stackers for $250, for which sum they executed their note, the engine being valued by the seller at $200 and the balance of the property at $50. In September, 1912, they had this property insured in the appellee company for $955, distributed as follows: $530 on the engine, $60 on water tank, $200 on separator, and $165 on stackers. In December, 1912, the separator and wind-stackers were destroyed by fire, and to recover the insurance on the destroyed property, this suit was brought.

For defense the appellee relied on certain clauses in the policy, one of them stipulating that “This indemnity contract is based upon the representations and contained in the application of even numbers, herewith and which the assured has signed and permitted to be submitted to the company, and the amount insured on articles described in the policy are based on the size and age of each article, as stated by the insured in his application, and which is made a warranty and a part hereof. The assured waives the right to plead that he did not know what the application contained; and it is stipulated and agreed that if any false statements are made in said application, then the entire policy shall be null and void.” In the application it was