

have received. I do not shut my patients off from the use of whisky. I supply them with what they need of pure whisky to keep them from being restless and nervous. After two or three days they hand back their bottles, saying they have no further use for them, and then they begin to realize they are getting back among men again. No one should hesitate to take the treatment believing he will meet a rough set of characters at the Salt Lake Keeley Institute. That is not the class of men who come here for treatment—it is the better class of men; those who see they are being ruined mentally, morally and physically, and losing their proper places in the world and want to go back where they belong. Men low by nature do not care how low they get, and rarely ever make an effort to improve their condition.

The question is often asked, "Will it last?" All those who for the past two years have taken the treatment tell the same story. They are just what they were before they drank a drop, and after a man once has been "downed" and gotten out of it, he will not acquire the habit again if he has any manhood left in him. They are older and have more stamina than when they first meddled with liquor. They have been through an experience from which they recoil with horror. Unfortunately there are curiously constituted people who never leave well enough alone. That class reflect discredit upon our institutions. Not satisfied with having the desire for alcohol thoroughly eradicated, they force a drink upon themselves out of sheer curiosity to notice its effect. We do not claim to make it impossible to again create a taste for stimulants, but we claim to place the patient in a perfectly healthy condition as far as his age and an impaired system will permit.

There is one important item which should not be lost when reading adverse criticism, and that is we accept all that are in distress and in so doing we come in contact with human wrecks, men who are simply existing, not living from day to day with the aid of stimulants, having no foundation whatever to build upon, and it has often been a surprise to me that we have not lost some in the reaction that always takes place. This fact alone speaks volumes for the wonderful life giving property of our cure.

Another question is asked, "What are the after effects of this treatment?" All the evidence I have heretofore said goes to show that it makes a complete renovation. While our treatment is for the liquor and opium habits, we also treat the trouble known as neurasthenia or nerve exhaustion, a complaint prevalent among ladies who have never used alcoholic stimulants. The strain wrought upon their delicate nervous system by overwork and family troubles reduces them practically to the same condition brought about by the excessive use of stimulants. It is found the same system of treatment produces the same results as regards the building up of the systems. A man with alcoholic habits has distorted views of everything and an unpleasant way about him that everyone recognizes, but difficult to describe. The common expression, "a complete wreck," tells the story of his mental and physical

condition. Keep liquor away from him twenty-one days and he will be half dead. When the Keeley patients return home after twenty-one days' treatment they look and act as if they had been made over. Their complexions are fresh, and

#### THAT BLOATED AND CAREWORN EXPRESSION

gone and their manner pleasant, companionable and gentlemanly. They all tell how good they feel. Simply breaking off the supply of whisky for that length of time will have an opposite effect and in many cases would result in death. The result of our treatment shows that they are men again, just as the Omnipotent Being intended them to be. From my remarks you may be able to obtain a general idea of the Keeley treatment and its results.

I would say, in conclusion, that if you have a friend who is within the power of that worst of all curses, alcoholism, you can make him understand that help is within reach and that the doubts and morbid fears which hold him back are without foundation, that the friend who urges him has no selfish motive, but is only actuated by an earnest desire to see him take his proper stand in society once more, the man not being in the condition to be the best judge, and we should persuade him to place himself in the hands of friends, satisfied that they are working for his welfare. After treatment he will enjoy health, energy and courage, and on returning to his family and friends, they, seeing the marked improvement, will put trust and hope in him which they could not do under the old order of things.

I have tried to give you no fancy picture, but solid facts, the truthfulness of which may be proven to you beyond a shadow of a doubt by visiting me and talking with those now under treatment, communicating with those who have already gone through the Keeley institution. This is a practicable temperance work and its results are tangible, sure and permanent, carrying joy and comfort into homes where all was once gloom.

#### THE FRAUDULENT BOND CASE.

County Attorney Walter A. Murphy has delivered the following opinion in the county court in the Bowman bond case: "I render no verdict upon the evidence you have taken, and express no opinion upon it. It is for yourselves and the city concerned at this time to be the judges of whether the signatures of any of the sureties are genuine or forged, and if forged whether Bowman procured them to be forged or had knowledge of the fact that any of them were not genuine at the time when he tendered the bond to the city and county. It is conceded that the city and county never had any notice from any surety or on behalf of any surety that he intended to limit his liability to any amount less than the full amount of the bond, nor of the fact that any surety had stipulated that he would become a surety only on condition that certain other parties would become co-sureties.

It is also conceded that no notice was ever given to the city or county of the denial, by any party of the

genuineness of any signature until several months after the bond had been accepted. Therefore, if in fact some of the signatures are not genuine the bond is nevertheless valid and enforceable against such of the parties as actually signed it." The building contract itself stipulates that it shall not be of any binding force or effect against the city and company until a bond for its faithful performance, with approved sureties, shall be given by Bowman.

"Therefore, notwithstanding the main contract was executed by all parties prior to the tender and acceptance of the bond, the execution of the contract was not complete so as to be binding against the city and company until the bond was given, and if it be a fact that some of the signatures are not genuine, then the tender of the bond was such a fraud on the city and company as warrants them in treating the contract as vitiated by fraud and as voidable. This would be the case in my opinion even if Bowman himself did not have positive knowledge that any of the signatures were forged. Under such circumstances it would be a legal, though not a moral fraud. Bowman would be bound to know whether the signatures were or were not genuine. The law would charge him with the duty of knowing. I further advise you that if some of the signatures are not genuine either the city or county may decline to be bound by it, notwithstanding that the other of them may desire to ratify the contract, and proceed with the work, but that Bowman, of course, has no right to rescind the contract on account of such forgery. He may be held to the contract at the option of the city and county. If, in fact, the signatures of some of the apparent sureties are forged, and the city and county desire to avail themselves of that, and that the contract, was obtained by fraud, the city and county may either bring a suit to obtain a cancellation of the contract on the ground that it was obtained by fraud, or may discharge Bowman, and if he should sue for damages for breach of the contract, defend on the ground of such fraud. But even though the County Court and City Council should conclude that the signatures in question are not genuine, the city and county are not under legal obligation to avail themselves of their right to treat the contract as fraudulently obtained. They may proceed under the contract.

In my opinion, however, it would not be safe to do so, either in point of law or in point of fact, without requiring Bowman to furnish a new bond with good and sufficient sureties. I speak now upon the assumption that some of the signatures are forged. While I have said those whose signatures are genuine would be bound as sureties for breach of the conditions of the bond occurring up to the time of notice given of the forgery to the city and county, it is not so clear that they would be bound, should Bowman be permitted to proceed with work under the contract, for any breach of the conditions occurring after such notice. I repeat that I am addressing myself only to the legal questions involved in the case. You have followed the commendable course of subpoenaing wit-