

CONTINENTAL IS REPORTED SOLVENT

(Continued from page 5)

hereby agree not to pay or knowingly allow to be paid any rebate of premium in any manner whatsoever directly or indirectly.

"Section 10—The party of the second part (Western Agency company) shall have power to employ agents and solicitors for insurance upon such terms as it may desire, hereby absolving the party of the first part from any obligation to pay for insurance in the event of the first part from any liability under said contract.

"Section 11—The party of the second part (The Western Agency company) hereby agrees to effect all contracts entered into and now existing with the regular agents and managers, by the party of the first part (The Continental Life Insurance and Investment company), and all the business produced by such agents and managers after this date shall be subject to the agreements and conditions of this contract. The party of the second part agrees to assume and pay the rent and other incidental expenses connected with the branch office at Butte, Mont., and San Francisco, Cal., and relieve the party of the first part from any liabilities connected therewith. Nothing herein mentioned shall be construed as affecting the contracts entered into and now existing with Frank A. Werner and G. S. Kimball, special superintendents, and P. B. Locker as manager of the ten-year savings and investment bond department.

"Section 12—The party of the second part agrees to extend for a period of 25 years from date.

"As the contract provided that the expense loading thus assigned includes the first year of the premium, the party of the second part agrees to pay the expense loading thereafter each year as long as the policy is in force. It will be seen that at the end of 25 years the contract will have a long term of existence.

NO PROVISION FOR TERMINATION.

"There is no provision anywhere in the contract for termination within the period of 25 years. The contract with the Western Agency company takes away from the home office the very burdensome details of the ordinary work of a life insurance company, and eliminates one class of expenditures to which all companies are subjected, and that is the losses on the agency force in the field. All such losses are now borne by the agency company.

WERNER & KIMBALL CONTRACT.

"We submit herewith a copy of the contract between the Continental Life Insurance and Investment company and Werner & Kimball.

"This agreement, made this 24th day of February, 1904, between the Continental Life Insurance and Investment company, a company organized and existing under the laws of the State of Utah, with its principal office in Salt Lake City, Utah, first party, and Frank A. Werner and George S. Kimball, of Los Angeles, Cal., second parties, witnesses that:

"That in consideration of the covenants and agreements hereinafter mentioned, said parties agree with each other as follows:

"1.—Said first party hereby appoints said second parties its special superintendents, with the exclusive right of placing in the United States all special contracts issued by the first party. The terms of the special contracts shall be at all times subject to the control and disposition of the first party.

"2.—The commissions to be allowed on said special contracts are as follows:

"(a)—Ordinary life, 20-year endowment, 15-year life, seventy-two and one-half (72 1/2) per cent.

"(b)—Fifteen-year endowment and 15-year life, seventy-two and one-half (72 1/2) per cent.

"(c)—Ten-year endowment and 10-year life, seventy-two and one-half (72 1/2) per cent.

"3.—And it is also agreed between the parties hereto that said second parties may pay themselves the above commissions out of each premium collected upon each of the special contracts and shall be in full for all services of second parties in placing insurance as aforesaid.

"4.—Said party of the first part shall pay all current office expenses and promptly write up and deliver to said second parties the policies for all business written by second parties, which is acceptable to said first party. But said first party does hereby reserve the right to reject any and all policies or applications which may be made to it for insurance under and through said second parties, which are not acceptable to said first party in accordance with its rules, regulating the insurance of policies.

"5.—Said second parties agree to use their best endeavors to place all possible insurance upon the books of the first party, and hereby agree not to become associated with any other life insurance company, either directly or indirectly, but to devote themselves to the interest of the first party exclusively, and to place not less than \$1,000,000 of insurance the first year, and not less than \$1,500,000 each year thereafter, and guarantee to have a total of at least \$10,000,000 insurance written, through their efforts, under this contract within a period of five years from the date hereof.

"6.—Said second parties agree to pay in full to the first party upon delivery of each policy upon said second parties to be returned to said second parties in case such policy is returned for cancellation.

"7.—It is further stipulated and agreed that if said second parties fail to procure and produce the amount of business in any one year as above specified, they shall forfeit this contract upon 30 days' notice, and all rights and interest therein at the option of the first party.

"8.—Limited as aforesaid, this contract shall have a period of five years, or until \$10,000,000 of insurance shall have been placed.

"9.—No applications shall be taken for insurance, and no policies issued by the first party, until the first party shall have been placed.

"10.—Said first party may limit the amount of special insurance to be written in any one state.

"11.—No insurance shall be written in any state until first party properly qualifies itself to write insurance in such state.

"12.—It is agreed that in case said special superintendents herein, shall pay any rebate of premium, in any manner whatsoever, directly or indirectly, said first party may cancel this contract at once, anything herein contained to the contrary notwithstanding.

"13.—This contract is confidential, and said second parties agree that they will not at any time divulge the terms of the same.

"In witness whereof, the parties hereto have hereunto set their hands and seals, in triplicate, the day and year first above written.

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"WERNER & KIMBALL, LIFE INSURANCE & INVESTMENT COMPANY.

"By Heber M. Wells, Pres't.

"W. H. Cunningham, Sec'y.

"George S. Kimball.

CONTRACT IS CRITICIZED.

"It will be noted in section 5 of the contract that Messrs. Werner and Kimball agree to place not less than \$1,000,000 of insurance the first year and not less than \$1,500,000 each year thereafter, and guarantee to have a total of at least \$10,000,000 insurance written, through their efforts, under this contract within a period of five years from the date hereof; and in section 7 they further stipulate and agree that if they fail to produce in any one year the amount of business above specified, they shall forfeit this contract upon 30 days' notice, and all right and interest therein.

"This contract has been issued to considerable number of companies, and in the form of contract issued by the company, under this agreement, through Messrs. Werner and Kimball, a copy of which we also attach.

"CONTINENTAL LIFE INSURANCE & INVESTMENT COMPANY OF SALT LAKE CITY, UTAH.

"CONTRACT OF LOCAL ADVISER.

"LIMITED BY THE CONTRACT.

"The Continental Life Insurance & Investment company of Salt Lake City, Utah, in consideration of the application for this appointment, by the Continental Life Insurance & Investment company, a company organized and existing under the laws of the State of Utah, with its principal office in Salt Lake City, Utah, first party, and Frank A. Werner and George S. Kimball, of Los Angeles, Cal., second parties, witnesses that:

"That in consideration of the covenants and agreements hereinafter mentioned, said parties agree with each other as follows:

"1.—Said first party hereby appoints said second parties its special superintendents, with the exclusive right of placing in the United States all special contracts issued by the first party. The terms of the special contracts shall be at all times subject to the control and disposition of the first party.

"2.—The commissions to be allowed on said special contracts are as follows:

"(a)—Ordinary life, 20-year endowment, 15-year life, seventy-two and one-half (72 1/2) per cent.

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"3.—And it is also agreed between the parties hereto that said second parties may pay themselves the above commissions out of each premium collected upon each of the special contracts and shall be in full for all services of second parties in placing insurance as aforesaid.

"4.—Said party of the first part shall pay all current office expenses and promptly write up and deliver to said second parties the policies for all business written by second parties, which is acceptable to said first party. But said first party does hereby reserve the right to reject any and all policies or applications which may be made to it for insurance under and through said second parties, which are not acceptable to said first party in accordance with its rules, regulating the insurance of policies.

"5.—Said second parties agree to use their best endeavors to place all possible insurance upon the books of the first party, and hereby agree not to become associated with any other life insurance company, either directly or indirectly, but to devote themselves to the interest of the first party exclusively, and to place not less than \$1,000,000 of insurance the first year, and not less than \$1,500,000 each year thereafter, and guarantee to have a total of at least \$10,000,000 insurance written, through their efforts, under this contract within a period of five years from the date hereof.

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"The Continental Life Insurance & Investment company of Salt Lake City, Utah, in consideration of the application for this appointment, by the Continental Life Insurance & Investment company, a company organized and existing under the laws of the State of Utah, with its principal office in Salt Lake City, Utah, first party, and Frank A. Werner and George S. Kimball, of Los Angeles, Cal., second parties, witnesses that:

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"BOOSTERS CLUB" HEARD JUDGE BROWN

Spoke to Two Hundred Boys at Y. M. C. A. On "Rusty Nails And Needles."

GAVE SOME ILLUSTRATIONS.

Told Youngsters Story of Nicodemus The Sadducee and Jesus—Musical Numbers a Pleading Feature.

Judge Brown of the juvenile court addressed 200 boys, members of the "Boosters" club, in the Y. M. C. A. yesterday afternoon, on "Rusty Nails and Needles." In the course of his remarks the judge said: "I'm going to tell you a little Bible story, all about a man who was mayor of a city. There were not any Republicans or Democrats in those days but they had parties just the same, and each party would elect a head man, a sort of mayor. Well, this mayor I'm going to tell you about, went up to a certain house and knocked on the door.

"This happened nearly 2,000 years ago. It was a Sadducee, and his name was Nicodemus, and the man who answered his knock was Jesus and Jesus said: 'You must be born again.' But this man couldn't understand how he could be born again, and maybe you don't either, but I'm going to show you how."

The speaker then opened a little box and took out a magnet and nails of different kinds.

"Now," he said, "there are some different people in this box. I've got all kinds of people, and Nicodemus is one of them." He pulled a rusty nail out, and demonstrated that it would not cling to the magnet very well. "That's the rusty nail," he said, "that's Nicodemus; that's what most of you are. You've got little vices; you smoke, and swear and lie and do things you shouldn't. That makes you rusty. Now, there's something in that magnet that holds the nails, but it doesn't make the magnet weigh any more. What is it? It's electricity. That's what it is. There's a spirit in us, and if we are bright we cling to the magnet, but if we're rusty we don't hold very tight. Now, I want you boys to be bright nails. I want you to hold on to the magnet, and Jesus is the magnet."

A feature of the afternoon was a trombone performance by Floyd Miles, aged 10, and cornet solos by L. P. Christensen.

ANOTHER VETERAN GONE.

Henry E. Bowring, an Actor of the Early Days, Passes Away.

Another veteran actor of the early days has been called home in the sudden death at Brigham City Saturday night of Henry E. Bowring at the age of 84, after a busy life. The funeral will be held at Brigham City tomorrow at 1 p. m. The deceased was well known in this territory and state. In the early days he built a small theater on the premises where he resided on east First south street. He was a pioneer actor, and was designed and painted by W. C. Morris. It is said that President Brigham Young visited the theater, which so impressed him that he said, "We must build a great theater here because the people demand amusements." And this was the first suggestion of the Salt Lake theater.

Mr. Bowring was born in Stratford, Dorsetshire, England, March 11, 1822, and came to this country in 1850, after being converted to the "Mormon" faith. He was a member of one of the hand-carried companies, pulling his infant son after him in that primitive style of conveyance, from Iowa City, Mo., 1,200 miles. Mr. Bowring did not remain in the dramatic profession, but removed to Brigham City in 1877, where he was engaged in mercantile pursuits up to the time of his death.

Mr. Bowring was a widower, and left 17 children, 37 grandchildren, and 17 great grandchildren. Among his children are Mrs. T. B. Rogers, and Mrs. May Banks of this city. Mr. A. M. Campbell of Ogden, Mrs. H. S. Ellerbe of Seattle, Mrs. F. C. Clark of Philadelphia, also Walter, Joseph and Frank and Henry Bowring of Brigham City.

FAIR WEATHER EXPECTED.

The predicted storm came Sunday, opening with rain shortly after 10 a. m., and changing into snow, which fell for the remainder of the day. The precipitation as registered at the weather office was .46 of an inch, or nearly five inches of snow. It was very wet, and left the roadways in horrible condition. The fall in the mountains, of course, was drier and more of it, so that the store of snow for summer consumption is now as good as could well be expected. A heavy fog settled over the valley this morning, and the sun has been trying to get its rays through all the morning, with indifferent success. The weather office predicts fair weather now for the present.

SEWING MACHINES FOR RENT.

by week or month at low rates. The Singer is acknowledged the lightest-running and most convenient of any. Try one and be convinced. Only the Singer stores. Look for the red S, 43 South Main St., Salt Lake City, Utah.

Fancy embroidered centerpieces only 40c, this week at L. X. L. Furniture Removal Sale.

SCHETTLER BANK DEPOSITORS.

Those who are interested in this affair are requested to meet in Charles Baldwin's court, corner of Commercial street, tomorrow at 10 o'clock, as matters of great importance are to come before the depositors of that defunct bank.

COME TO TETON VALLEY

Good improved farming land with plenty of water may now be bought for from \$10 to \$15 per acre. This is high grade, level bench land, and will in five years, judging by