

## (Continued from page 5.)

hereby agrees not to pay or knowingly allow to be paid any rebate of premiin any manner whatsoever directly idirectly, Section 10-The party of the second

part (Western Agency company), shall have power to employ agents and citors for insurance upon such me as it may desire, hereby absolv, the party of the first part from any tions, and agrees to protect the of the first part from any liaunder said contract.

Section 11-The party of the sec-part (The Western Agency comhereby agrees and does assume carry into effect all contracts enreal into and now existing ith the regular agents and tanagers, by the party of the st part (The Continental Life st part (The Continental Line neurance & Investment company), and all the business produced by such gents from and after this date shall subject to the agreements and con-itions of this contract. The party of ditions of this contract. The party of the second part agrees to assume and pay the rent and other incidental ex-penses 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 conis entered into and now existing Frank A. Werner and G. S. Kim-special superintendents, and P. B. ocker as manager of the ten-year sav-gs and investment bond department Limited as above, this contract extend for a period of 25 years n date?

from date? "As the contract provided that 'the expense loading thus assigned includes the first year on the "preliminary term" basis, and the regular loading thereaf-ter each year as long as the policy is in force,' it will be seen that at the end of 25 years the contract will still have a long for mot existence.

NO PROVISION FOR TERMINA. TION.

"There is no provision anywhere in the contract for its termination within the period of 25 years. The contract with the Western Agency company takes away from the home office the very many burdensome details of the ordinary work of a life insurance comany and eliminates one class of ex-enditures 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 & Investment company and Werner & Kimball,

"This agreement, made this 24th day of February, 1904, between the Conti-nental Life Insurance & Investment company, a corporation organized and existing under the laws of the State of liah, with its principal office in Sait ake City, Utah, first party, and Frank Werner and George S, Kimball, of Los Angeles, Cal., second parties, witnesseth

"That in consideration of the cov-

"That in consideration of the cov-enants and agreements hereinafter mentioned, said parties agree with each other as follows, to with "1.—Said first party hereby ap-points 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 forms of the special conacts shall be at all times subject to the control and disposition of the first party, and the estimate of results to be used is hereto attached and made a part hereof, as exhibit 'A.'

na to be allow.

period of five years from the date nereof -Said second parties agree to "6.-Said second parties agree to pay in full to the first party the amount due to said first party upon delivery of each policy to said second parties, or either of them, or their agents, but such payment to be re-funded to said second parties in ease such palley is returned for eancella-tion. tion

"8.-Limited as aforesaid, this con-tract shall continue for a period of five years, or until \$10,000,000 of insurance

Scale, or unit should of insurance shall have been placed. "9.—No applications shall be taken for insurance, and no policies, issued before the ist day of March, 1904. "10.—Said first party may limit the amount of special insurance to be writ-ten in any one state.

"ill.—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 here'n, shall pay, or knowingly allow to be paid pay, or knowingly allow to be paid any rebate for premium, in any man-ner whatsoever, directly or indirectly, said first party may cancel this con-tract at once, anything herein contain-ed to the contrary notwithstanding. "13.—This contract is confidential, and said second parties agree that they will not at any time divides the terms

not at any time divulge the terms of the same.

of the same, "In witness whereof, the parties here-to have hereunder set their hands and seals in triplicate, the day and year first above written, "CONTINENTAL LIFE INSUR-ANCE & INVESTMENT COMPANY, "By Heber M. Wells, Prest, "Attest:

"Attest:

"W. H. Cunningham, Secy. "'Frank A. Werner. "'George S. Kimball,"

CONTRACT IS CRITICIZED.

"It will be noted in section 5 of the and be noted in section 5 of the contract that Messrs, Werner and Kim-ball 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 written through their efforts under this contract within a efforts under this contract within , beriod of five years from the date there of; and in sections from the date there of; and in section 7 they further stipu late and agree that if they fail to pro duce in any one year the amount of business above specified, they shall for-feit this contract upon 30 days' notice, and all right and interest therein. This contract has been subjected to consid-arable consure and criticism because of the form of contract issued by the com-pany, under this agreement, through Messrs, Werner and Kimball, a copy of which we also are the kimball. which we also attach.

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

CONTRACT OF LOCAL ADVISER. "LIMITED TO TWO HUNDRED.

"The Continental Life Insurance & Investment company of Salt Lake City, Utah, in consideration of the application for this appointment, which appli-cation is made a part hereof, does here-by appoint and comission ... of ... a local adviser of said company, sub-ject to the insurance statutes and the following around the following and the ollowing express conditions;

" I-The number of said local advis-ers appointed in the State of Utah shall not exceed 200.

not exceed 200. "'II-On the first day of March of each year, during the continuance of this contract, the company shall com-put the number of thousands of insur-ance in force written for a period of 10 years from and after March 1, 1904, in the State of Utah, upon which there shall have been one full annual pre-mium. We semi-annual or four outaries. mium, two semi-annual or four quarter-

annual premiums. "III--The company further agrees on the dates aforesaid (March I in each year) to credit said local adviser with such a sum of money from the expense element of premiums paid on insurance written in said state, during said peri-od, after said date, as shall be obtained by dividing an amount of money, equal to one dollar for each thousand dollars of insurance in force at said dates, writcompany. "The salaries for 1905 were as folten during said period, after March 1 1904, by the number of local advisers H. Tyrse, president and manontracts in force at time of such disager Frank Pierce, first vice president tribution. The amount so credited to said lo-cal adviser shall each year, on the an-niversary of the date of this contract or within 30 days thereafter, provided W. S. McCornick, treasurer..... 1,200 or within 30 days thereafter, provided this contract be then in force, be paid to him by said Continental Life Insur-ance & Investment company, subject to the agreements of said local adviser "The salaries for 1906 are as fol-In his application hereof. And said payment shall be in compensation for "H. Tyree, president and man-

DESERET EVENING NEWS: MONDAY, MARCH 5, 1906.

duct the business under this contract, and the party of the first party shall pay the rent for this office, and fur-hish it with suitable furniture, station-ery, and the necessary literature per-tuning to this investment bond, free of cost to the next of the second part and

cost to the party of the second part, and will allow \$60 per month for office ex-penses in each and every month in which not less than \$1,000 m acceptable premiums are secured in the above named investment bond department; the said office furniture and fixtures the said office furniture and fixtures shall be the property of the party of the first part and the office shall be known as a branch office of the Continental Life Insurance & investment company. "5-The party of the second part, and the agents in the said department, are to use only the literature, illustra-tions and estimates furnished by the party of the dist part. party of the first part. "8.—The compensation to the party of the second part for services included under this contract, shall be as fol-

lows: A brokerage commission of 65 A brokerage commission of 65 per cent on the first year's premium of all paid-for business procured di-rectly by the party of the second part, and a bonus on all paid-for business written by the agents secured by said party of the second part, or working under the second part, or working

under his suprevision, equivalent to the difference between 65 per cent commission and the commissions paid to said agents, as per the following schedule, which shall be a part of each agent's pontract, to with "For the first year of insurance

schedule, which shall be a part of each agent's contract, to with "For the first year of insurance only: 40 per cent on all paid-for busi-ness up to \$600 of premiums in any calendar month, and a bonus of 10 per cent extra on all paid-for business beyond \$600 in premiums during any tone calendar month, and \$100 extra

one calendar month, and \$100 extra bonus on the business of each agent procuring an average of \$750 in premiums per month during the year of 12 consecutive months, "The commissions and bonuses

"The commissions and bonuses "The commissions and bonuses which may become due to the party of the second part under this contract are to be paid by the party of the first part when the premiums are paid to the party of the first part. "7.—It is agreed and understood that 85 per cent of all each collected by party of the second part on insur-ance procured by the party of the sec-ond part, shall accompany applica-tions therefor, and that notes taken in settlement for a part or all of the first year's premiums, shall accompany applications therefor. "8.—It is agreed that monthly statements shall be furnished by the party of the first part to the party of the second party, of all business trans-acted under this contract.

"9.—It is hereby agreed and un-derstood that party of the second part shall act under the general direction of the party of the first part. "10.—It is agreed that either party to this contract may at each time

"'10.---lt is agreed that either party to this contract, may, at any time, terminate this agreement for cause, by giving the other 30 days' notice in writing to that effect. "'It is agreed that, "for cause" un-der this paragraph shall be construed by the party of the first part as fol-lows: The withdrawal of the above described investment head or nolicy.

described investment bond or polley, from the market, or the conducting of the business by the party of the second part in a manner detrimental to the

interests of the party of the first part. "In witness whereof, the parties to The witness whereof, the parties is this agreement have executed the same the day and year first above written. "CONTINENTAL LIFE INSUR-ANCE & INVESTMENT CO., ANCE & INVESTMENT CO.,

" 'HIRAM TYREE, President.

"'P. B. LOCKER, "Party of the Second Part." "Under this contract about \$600,000

worth of investment bonds have been written by the company and it has proven a valuable contract to both parties interested. "We call attention to the fact that during the year 1904, the annual sal-aries of the officers of the company were paid at the following rate: "Heber M. Wells, president ......\$1,000 "H. Tyree, vice president and manager 2000

effect of the prosecution has been seri-ously detrimental to the welfare of the company:

DEPLORE OFFICERS' ACTS "It is to be deploted that a company whose financial condition is on so solid a basis should have been brought into

complications by the errors of judg-ment or wilful mismanagement of its chief officers. The company started business with an impaired capital, paying about 10 per cent of all the moneys received for its capital stock in payment of commissions and bonus es, and as a necessary result its capita was seriously impaired at the close vas seriously impaired at the close of 1994, but the fact that in spite of this adverse condition the company was able, during the year 1905, to make up that deficiency, \$28,466.1, pay \$32,870.72 in losses and annuities, sevn per cent dividend on the amount paid-up capital stock up to Marc 1905, amounting to \$10,028.33, an 11. 1995, amounting to \$10,028.22, and come out at the close of the year with its capital unimpaired and with a sur-plus of \$27,540.12 is evidence that western people will gladly patronize a western corporation. "The Continental L4fe Insurance & Investment company, although the

"The Continental Life Insurance & Investment company, although it has suffered seriously by loss of confidence in the communities of five states which are covered by its operations, owing to recent disclosures, deserves a better fate than to be wrecked by the mis-management of its affairs. Respect-fully submitted, "GEORGE R. SOURCES

"GEORGE B. SQUIRES. "Deputy Secretary of State. "C. A. GLAZIER, "State Bank Examiner."

INVALUABLE FOR RHEUMATISM I have been suffering for the past few years with a severe attack of rheumatism and found that Ballard's Snow Liniment was the only thing that gave me satisfac-tion and tended to alleviate my pains. March 24th. 1992, John C. Degnan, Kins-man, 11is 25c, 50c and \$1.00. Sold by Z. C. M. J. Drug Dept., 112 and 114 South Main Street. B

## OAKLEY WOMAN DEAD.

Mrs. Margaret Thomas, an Early Settler of Utah, Died Saturday,

Mrs. Margaret Thomas of Oakley Ida., died at her home on Saturday evening at 5:30 o'clock, after an illness of several weeks, which was brought on by a severe cold.

Mrs. Thomas was a highly respected and loved woman, and as she was on of Utah's early settlers, was widely known. She was born at Carmarthem-shire, S. W., on June 6, 1817, and came to Utah with her husband, William C. Thomas, who is dead, in 1852. Mr. and Mrs. Thomas were among the very firm settlers of Old Fort at Beigham City. settlers of Old Fort at Brigham City. She was the mother of nine children, three of whom survive her. They are Bishop David P. Thomas of Oakley, and Mrs. O. C. Brown and Mrs. T. J. Dunn of Salt Lake. The funeral announcement will be made later.

## DO NOT NEGLECT A BAD COLD.

Never allow a cold to take its course. Too often at this season of the year its course is toward pneumonia. Chamber-lain's Cough Remedy will promptly cure your cold and counteract any tendency in this direction. There is nothing better for acute throat and lung troubles. For sale by all druggists. by all druggists.

magnet

# UNITARIAN SOCIETY.

Rev. Frank Fay Eddy Preached on Character and Evolution.

In his sermon yesterday, before the Unitarian society, Rev. Frank Fay Eddy said: "We see in both social and personal aspects that we cannot escape from our past; our logical conclusions at 1 p. m. The deceased was well known are overruled and part, at least, by in this territory and state. In the early days he built a small theater on the consequences or force of circumstances. Character thus becomes to us individually all important and salvation is designed and painted by W. C. Morris, seen to be the growth into moral power It is said that President Brigham



in colored silks; they are faithful copies of original paintings illustrating notable events in the exploration of the Mississippi by La Salle and his associates.

ed on said appelal contracts are as follows:

'(a)-Ordinary life, 20-payment life and 20-year endowments, 75 per

cent. "'(b)--Fifteen-year endowment and one-15-payment life, seventy-two and onehalf (72½) per cent. "'(c)—Ten-payment life and 10-year endowment, sixty-seven and one-

half (67%) per cent. "'3.—And it is also agreed between the parties hereto that said second par-ties may pay themselves the above commissions out of each premium collected upon each polley, as the first premium and shall be in full for all

lected upon each policy, as the first premium and shall be in full for all services of second parties in placing insurance as aforessid. "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 re-serve the right to reject any and all policies or applications which may be made to it for insurance under and through said second parties, regulating the issuance of policies. "5.-Said second parties agree to use their best endeavers to place all possible finsurance 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 ex-clusively each to show the set of the first party, but to devote themselves to the Interest of the first party ex-clusively each to also not have show

of indirectly, but to devote themselves to the interest of the first party ex-clusively, 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 hereby to have a total of at least \$10,000,000 maurance written, through their ef-forts, under this contract within a

Tinol builds you up and keeps you up



Our delicious Cod Liver preparation without oil. Better than old-fashioned cod liver oil and emulsions to restore health for

Old people, delicate children, weak run-down persons, and after sickness, colds, coughs, bronchitis and all throat and lung troubles.

Try it on our guarantee. DRUEHL & FRANKEN, also SMITH DRUG CO.

"Frank Plerce, first vice president his services as local adviser, and for no further consideration. "'In witness whereof the Continental Life Insurance & Investment company has, by its proper officers, signed and delivered this instrument, at its office

in Salt Lake City. Utah, on the ..... day of ...... 190..

COST OF CLERICAL HELP.

"The clerical hire at the home offic

"Clara Foulger, stenographer..., "Ivy Sorenson, stenographer ....

'Nellie Robertson, stenographer.,

LIST OF DIRECTORS.

"We also submit herewith a list of the directors of the Continental Life

Insurance & Investment company: "Hiram Tyree, Salt Lake City, Umh

Frank Pierce, Salt Lake City, Utah; W. S. McCornick, Salt Lake City, Utah; Cameron C, Wylle, Salt Lake City,

" 'President, "Secretary.

TO GAIN PUBLIC CONFIDENCE. "The purpose for which this contract vas entered into was that in state where the company was doing business, Werner & Kimball should first enter the field and write 100, 150 or 200 select-ed risks, giving to each policyholder a local adviser contract. The prominent business and professional men and pub business and professional men and pub-lie officials were selected, which gave a high character to the class of the policyholders and tended to gain the confidence of the community. "After the number of contracts as-signed to each state had been written, the field was thereafter to be covered by other agents of the company. In some of the states the company is not

some of the states the company is not permitted to write this class of contracts, but in our own state, there being no law to prohibit it, it has been permitted and the full number of policies assigned to this state have already been written. "We are advised that during the year 1906 there was paid out to each holder of been advised and the the state of local adviser contract in this state \$6.85, Montana \$5.10 and Idaho \$5.15 The \$1 on each thousand dollars' worth of insurance upon which the above dis tribution was made, it will be noticed, has been reserved from the assignment made by the company, of the premium loading to the Western Agency com-pany, so that this amount is not in-cluded in the amount paid to the West-ern Agency company.

CONTRACT WITH LOCKER.

inserted.

"On the 27th day of February, 1905, the company entered into a contract with P. B. Locker, a copy of which is

inserted. "This agreement, made this 27th day of February, 1995, by and between the Continental Life Insurance & Invest-ment company, party of the first part, and P. B. Locker of Sait Lake City, Utah, party of the second part. "Witnesseth: That said parties here-by mutually covenant and agree with each other as follows, to-wit: "'1--That the said party of the first part doth hereby appoint the said party of the second part as agrency manager

part doth hereby appoint the said party of the second part as agency manager to the 10-payment investment bond, or policy, to be placed on the market hy the party of the first part. "2-Party of the second part agrees to devote his entire time to procuring agents, and writing insurance in the special department of the investment bond referred to above. "2-Party of the second part is to

"3-Party of the second part is to use blanks for agents' contracts fur-nished by the party of the first part, and all agents' contracts are direct with party of the first part.

"4-It is agreed that the party of the first part shall furnish a suitable office for the party of the second part to con-

\$8,000 and self-direction that comes from ev-"This would be at the rate of \$8,000 per year for all of the officers of the lution. A great creator of literatur like Shakespeare instinctively recog

6,000

\$16,200

540

750

nizes this spiritual fact. The Othello or the Macbeth of the last act is a logi-cal evolution from the Othello or Mac cal evolution from the Othello or Mac-beth of the first act. It takes a great artist to portray imaginatively and with sure and sympathetic power this process of character evolution, and the artist at his best but imperfectly hints at the creative methods exhibited in every human being; for the artist is but the weak human imitator of the infinite God 6,000 God.

"With this view of the case, how im-portant becomes fidelity to our logical convictions. The forces we set in mo-tion flow on into the future. They gath-er energy and find expression in a thousand ways, until by the law of conse-quences they shape the future. So we become creators of that future. It is a high mission; it is the sublimest duty that can appeal to the earnest soul of man.

REV. GOSHEN AT Y. M. C. A.

### Says Lack of Decision Has Ruined Many of Earth's Pilgrims.

In his talk yesterday afternoon before the Y. M. C. A., Rev. E. I. Goshen took as his text the question, "What then shall I do with Jesus who is called Christ?" The speaker said in part: "This question addresses itself to ev-

ery man and is the one supreme question. Decision is the portal that opens Lack of decision unto character. haw ruined and will ruin many of earth's pilgrims. Pilate and his history is an

eloquent commentary on the subject of indecision. Reason and conscience unite in bidding all of us to incorporate unite in bidding all of us to incorporate the Christ spirit into our life and liv-ing. There is no opposition that can worthily stand between us and this power. If friends ridicule, if conscience causes us to besitate, if we have to stand alone for our faith, we must re-member with Lincoln that 'one man and God make a majority.'"

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 mai-

ters of great importance are to come before the depositors of that defunct bank.

YOUNG & WINGER, -



Good improved farming land with plenty of water may now be bought

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 [and, and will in five years, fudging by the past history of these Snake River val-loys, bring from \$30 to \$60 per acre. The wonderful development of this country, through the sugar beet industry alone is a marvel. Ground that a few years ago could be purchased at \$10 and \$20 per acre, is now bring-ing \$100 and up. There is no reason why the same process of develop-ment should not bring about the same results in the Teton Valley. We have the soil, the climate and the water. Also manmoth coal deposits, ime store, and large areas of pasturage at. Inversed the same results in the same results are same results and the same results are the soil.

have the soil, the climate and the water. Also manimoth coal deposits, lime stone, and large areas of pasturage, etc. Improved Farms range at from \$12 to \$25 per acre. We have some bargains for the man why knows a good thing when he sees it. We are in the business to locate good men in a good county. Content with small commissions we are doing business. For information write,

Young visited the theater, which so impressed him that he said, "We must build a great theater here because the "We must people demand amusements." And this was the first suggestion of the Salt Lake theater. Mr. Bowring was born in Stratford.

borsetshire, England, March 11, 1822, and came to this country in 1856, after being converted to the "Mormon" faith. He was a member of one of the handcart companies, pulling his infant son after him in that primitive style of con-veyance, from lowa City to Sait Lake,

after bim in that primitive style of con-veyance, from Iowa City to Sait Lake, 1,800 miles. Mr. Bowring did not re-main 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 7 great grandchildren. Among his chil-dren are Mrs. J. T. Baleigh and Mrs. May Banks of this city, Mrs. A. M. Campbell of Ogden, Mrs. H. S. Eller-beck of Seattle, Mrs. F. C. Clark of Philadelphia; also Walter, Joseph and Wallace Bowring of this city and Frank and Henry Bowring of Brigham Frank and Henry Bowring of Brigham lity.

## 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 nches of snow. It was very wet, and left the roadways in horrible condiion. The fall in the mountains, of tion. The fail in the mountains, of course, was drier and more of it, so that the store of snow for summer con-sumption 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 suc-cess. 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 at 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 Re-

-- Driggs, Idaho.



By Authority of the United States AWARD

"For the excellent character of the designs; the execution of "the work in the delicate and artistic shading, shown in figure and "landscape; the expression of faces and attitudes, produced with "the accuracy of the artist's brush; the perspective observed the "wonderful fidelity of detail in the reproduction of dress. The "flesh tints in the faces and the light in the eyes; the hair and "the features are so skillfully depicted as to warrant the belief "that it is the work of the brush and not of the needle. The "high quality of the work merits the most unreserved praise; the "advance made in applying to artistic creations what was first "intended simply for the useful, marks an Era in the World's " Progress as well as in the development of the Sewing Machine." "The advance in this regard in these machine tapestries is both "notable and gratifying, creating a new industry that may be " claimed as distinctively American and reviving a classic textile "decoration formerly restricted to the few, but now available to "the many."

THESE TAPESTRIES SHOWN THE SINGER STORE 43 South Main Street Open Evenings.

CHECK WANTED

FOR A LIMITED TIME. Souvenirs for Ladies.

Park City, Utah, March 1, 1908 Dear Mr. Luke:-Your letter with check enclosed received yesterday, and I thank you kindly for the same. You are certainly engaged in a good work. I am going to tell all my triends about you and they will turn in all their Bad Debta to your for collection. Gratefully yours. MRS. Don't mention my name in the papers.

papers. The above is one of hundreds of The above is one of junctees of letters we are constantly receiving from our satisfied ellenis through-out the world. If you turn in your bills we will mell you a check.

Merchant's Protective Association.

Scientific Collectors of Bad Debts, Fifth Floor Commercial National Bank Building, Salt Lake City, FRANCIS G. LUKE, General Manager,



W. S. MCCOFIRCE. SINT Lake City, Utah;
Cameron C, Wylle, Salt Lake City, Utah;
Thomas R. Cutler, Salt Lake City, Utah;
J. D. Wood, Salt Lake City, Utah;
J. D. Wood, Salt Lake City, Utah;
J. D. Wood, Salt Lake City, Utah;
W. V. Rice, Salt Lake City, Utah;
H. N. Mayo, Sant Francisco, Cal.; George E. Ames, San Francisco, Cal.; George E. Ames, San Francisco, Cal.;
G. C. Carpey, San Francisco, Cal.;
R. J. Waters, Los Angeles, Cal.;
H. J. Woollacott, Los Angeles, Cal.;
H. J. Woollacott, Los Angeles, Cal.;
H. J. Waters, Los Angeles, Cal.;
H. J. Woollacott, Los Angeles, Cal.;
H. J. Bozeman, Mont.;
Charles W. Howard, San Francisco, Cal.;
A. L. Babcock, Billings, Mont.; John Gille, Bulte, Mont.;
A. L. Stone, Dillon, Mont.;
James Reid, Montreal, Canada;
F. R. Gooding, Shoshone, Ida. Gooding, Shoshone, Ida. "The executive committee: Frank Pierce, W. S. McCornick, John Dern, V. T. McGillycuddy, C. C. Carpey, Charles W. Howard, Hiram Tyree. PROSECUTION HURTS COMPANY. COME TO TETON VALLEY

"During the progress of our exam-ination criminal proceedings were in-stituted against the president and secstituted against the president and sec-retary of the company by the county attorney of Salt Lake county on affi-davit of P. J. Harding, the former bookkeeper of the company, who pre-pared the annual statement for 1904. The charge brought against these offi-cers was of faisifying statement filed with the secretary of state showing the condition of the company at close of business Dec. 31, 1904. "The case was brought before Judge

of business Dec. 31, 1994. "The case was brought before Judge Dichi in Sait Lake City, and during the progress of the trial the complaint against the secretary of the company was withdrawn by the prosecution. The special examiners wero summoned by the prosecution in give avidence for by the prosecution to give evidence for the state. The case has not yet been decided as to President Tyree, but the