A PEDIGREE WHILE YOU WAIT

"PROFESSORS" OF HERALDRY GAIN WEALTH FROM CREDULOUS UPSTARTS.

New oYrk, Dec. 31.—Through the recent exposure of several so-called "colleges" and "professors" of heraldry, a unique form of graft has just been brought to light here—that is, the furnishing of faked coats of arms and crests to anyone who has the price. Thousands of dollars have been paid by the "nouveaux riches" for so-called experts in heraldry who pretend to search diligently the archives of family histories, and bring to light from out the mould of ages a crest or coat of arms, and out of their twentieth century imagination a plausible and ingenious story of genealogy harking back to mediaeval ages or farther, according to the size of the client's check and credulity. For $300, it is said, a fair pedigree can be secured. A case in point is that of one Siegel. As far back as his great great grandfather could remember his grandfather's stories, the family had been poor fisher folk on the coast of Devonshire, in England. Siegel came to this country with his parents 53 years ago. His father died when he was six years old, leaving him and his mother in poverty. His mother died a few years later, and young Siegel had to get along the best he could. He picked up a precarious livelihood in the gutters of Chicago until chance offered him an opportunity of going out to California, where he made a fortune, married and paid thousands of dollars to get into "society."

He got the idea that his family possessed a crest from a pamphlet sent him by a "professor in heraldic research," and for $5,000 was happily enlightened. According to the professor, his ancestor's coat of arms bore an azure gully, displayed argent and three sea waves, or with a bar dexter. His crest was a sea gull holding a fish in its talons. All this was a Chinese to Mr. Siegel until the "professor" explained the origin by a pretty story of the days when hawking was the sport of kings and the nobility. An ancestor was the king's hawker and saved the life of his majesty's favorite hawk, which was in a desperate struggle with a gull, by cleverly piercing the gull with an arrow without injuring the hawk. He further flattered his client by referring to the poem of "Ancient Mariner," and hinting that there was some evidence to show that it was one of his ancestors who "shot the bird" for revenge upon a pirate crew which had captured him whilst in the execution of his duty to his king against their nefarious trade. It was believed by men interested in literary research that the poet had misrepresented the true facts concerning the incident. Siegel believed implicitly in the story and died happy in his belief.

Although Americans are supposed to have small use for armorial bearings and similar devices designed to accentuate distinctions of birth or position, the fact remains, according to the "professors" of heraldry that the United States is their most profitable field of activity. There seems to be something irresistible to the man—and especially the woman—of wealth in a cleverly concocted tale showing that he or she is of aristocratic lineage. Even so democratic a millionaire as John D. Rockefeller has been interested in tracing his descent back to a French baron of the mediaeval period. Of course there is nothing to prevent the American of wealth and prominence from adopting a coat of arms of his own, which shall indicate the occupation from which he gained his fortune or his residence or name. This is not only the cheapest but the most sensible plan, and it is the one followed by those with whom these heraldic designs originated.

Curiously enough many ancient coats of arms have their origin in puns perpetrated on the names of their owners. Fearful puns, for the most part, they are, and none worse than those of families legitimately entitled to armorial bearings. The Abbot of Ramsey's arms, for instance, bear a simple design of a ram in the sea. Islip, Abbot of Westminster, has upon his shield the picture of a man falling from a tree, the supposition being that he exclaimed, "I slip." In a window of the chapel at Lullingstone, Kent., the seat of Sir P. H. Dyke, Bart, may be seen the armorial bearings of Sir John Peche, which consists of two peach trees bearing fruit. Upon each fruit is imprinted an old English E, the whole surrounded by a wreath. This device has been introduced into a controversy about the pronunciation of the name, and was accepted as a proof that it was Peche and not Peeche. According to some authorities the "Lys" in the royal arms of France are a play on the name of Louis, anciently spelt Loys. The arms of Spain exhibit, quarterly, a castle and a lion, a palpable pun upon the united provinces of Castile and Leon. Birds and animals figure in numerous coats of arms where the name of the bearer can be so indicated, and make an interesting study. The house of Pelham, for example, displays three pelicans upon its coat of arms, and their crest is a peacock. The Bacon family escutcheon depicted a boar, and the Lambs, three lambs. Perhaps one of the best of the hundreds in this category is that of the Wylies, which bears a fox, meaning wily. Count Florio of Spain has a sunflower upon his shield, and Deisie of Scotland daisies. The coat of arms of Miles Standish of New York is purely a play upon the name and consists of three standing dishes. The crest is an owl with a rat in its talons. William Effner Wheelock of Morristown, N. J., displays on his shield three Catherine wheels. The Carter family of Philadelphia give another example of the simpler heraldry in three cart wheels.

Even a hotel may have its coat of arms. The most noted case in this city is that of the yellow aster, which is the emblem of the Astor family, and is used by the Hotel Astor. It is used over and over again in the elaborate decorative scheme of the hotel, with excellent artistic effect. The Hotel Cecil in London, the temporary house of so many Americans, on the contrary—instead of a simple flower crest—bears on its letter heads the elaborate and complicated coat of arms of the Cecils, the family name of the Marquis of Salisbury.

Heraldry has been for hundreds of years restricted in practice to only one phase of what it implies, that of emblazoning or describing armorial bearings in proper terms, although etymologically it denotes all the duties of a herald. Symbols have been used since the earliest ages by civilized and uncivilized mankind, such, for instance, as the lion of the tribe of Judah, the S. P. C. R. and the eagle surrounding them upon the ancient Roman standard, the tattooing among the savages of America, the Danish raven, and the white horse of Saxony, which may still be seen carved upon the chalk cliffs of western England. These symbols were the precursors of heraldic bearings, although writers of the sixteenth and seventeenth centuries believing them ancestral mistakenly connected them with coats of arms which led them to attribute such to heroes of secred and profane history.

The earliest trustworthy records relating to the English armorial bearings are the rolls of arms of the reigns of Henry III and the first three Edwards. The sport of the tournament did more to promote the glories of heraldry than anything else, and it is from this diversion that so many simple plays upon words in design originate. In those days armorial bearings were of great importance and an absolute necessity, as knights were entirely encased in armor and only recognizable in the bloody fray by the emblem they bore. From simple designs armorial bearings became so complicated that it required much study to distinguish their meaning, although to the owner there is in the conglomeration a history of his family easily readable. The quartering of arms of the introduction of women's emblems aided materially in producing these quaint and mystifying studies.

To the French is due the credit of making a complete science of heraldry. They invented a terminology for it which has never been modernized, a new language, really, neither French nor anything else.

Perfumed soaps seldom contain either good perfume or good soap.

If you want perfume, buy perfume—the best you can afford.

As for soap, there's nothing better than Ivory.

No "free" alkali in it; no coloring matter; no adulterant of any kind.

Ivory Soap

99 44/100 Per Cent. Pure.

18

EVANGELIST CARRIES REVOLVER IN POCKET

Spokane, Dec. 31.—Evangelist "Billy" Sunday is carrying a revolver in his hip pocket, as is every man in his party. A letter from a converted ex-convict has brought the warning that two yeggmen named "Brickyard Jimmie" and "Kid" Harrington, just out of Joliet prison, are believed to be on the way to Spokane, having been promised $2500 if they will kill Sunday. The evangelist and all the men in the party probably bought guns. They charge that Illinois saloon men are trying to put the revivalists out of the way to prevent the proposed revival meeting at Springfield during the coming legislature.

PLAN ORGANIZATION OF SCIENTIFIC MEN

Baltimore, Dec. 31.—That the influenc and efforts of leading scientists will be concentrated in the effort to establish a national organization for the conservation of public health and the prevention of disease, was demonstrated in the symposium of public health of the American Association for the Advancement of Science this afternoon.

Particular interest was attached to the meeting by the fact that President Roosevelt in his message to congress in December covered this point.

Papers were presented by Dr. Walter Wymann and Dr. H. W. Wiley.

HAMILTON BREVITIES

Hamilton, Dec. 31.—Last evening the Masonic and Eastern Star lodges had an installation of officers and a banquet. The officers who were inducted into office were: W. F. McLaughlin, worshipful master; George A. Reese, senior warden; Thomas Milburn, junior warden; O. C. Cooper, treasurer; J. J. Southwick, secretary.

The Eastern Star officers installed were: Mrs. Melva McLaughlin, worthy matron; William Stieb, worthy patron; Mrs. Grace G. Johnson, associate matron; Mrs. George Witcomb, conductress; Miss Laitha Reese, associate conductress; Mrs. William Stieb, treasurer; Al Hork secretary; Charles B. Towler, warden.

The last leap year party of 1908 was given at the Burns hall Tuesday evening by Mrs. R. A. O'Hara, Mrs. L. R. Peck, Mrs. W. F. McMurry and Mrs. R. W. Beck.

Bruce Wells returned to Stevensville yesterday from a visit in town since Sunday evening.

Mr. and Mrs. George Kinneman, Dr. and Mrs. Elmer Fessler and Miss Knapp May returned to Stevensville yesterday from attending the leap year ball the previous evening.

A special session of the county commissioners was held Monday and Tuesday to award the county printing and to open the bids for constructing a bridge. The bids for both contracts were rejected and bids for the printing contract ordered submitted within a few hours after being rejected, the contract then being awarded to the Stevensville Register.

Thomas Patterson returned from Sandpoint, Idaho, Tuesday, after spending Christmas with friends.

The infant daughter of Mr. and Mrs. Frank Overturf died Tuesday afternoon at the home of the parents near Darby. The child was 18 months old, and the funeral was held today.

Bert V. Tabor returned to Missoula yesterday from a short visit at his home near Como.

Mrs. J. B. Welpton of Ladysmith, who has been visiting her son, Guy Welpton, left Monday for Boise, Idaho, for a visit with her daughter before returning home.

THE FRANCHISE IN DETAIL

The wording of the ordinances relating to the franchises is lengthy and is phrased in legal terms to an extent that is at times confusing to the ordinary reader; more than this the ordinances are lengthy and there are some of The Missoulian's readers who have not the time to pore through the entire text. On this account, the following outline of the two ordinances is given, that the purport of the franchise propositions may be readily understood and easily referred to.

IN THE RAILWAY FRANCHISE.

It is not exclusive.

Is not perpetual.

Requires the railway company to donate $20,000 toward the construction of the Higgins avenue bridge.

If the city paves Higgins avenue, about one-fourth of the expense would be borne by the street railway company.

All tracks will be laid and all poles erected under the supervision of the city council.

The city council reserves the right to tear up tracks and remove poles and wires on account of fire or other cause, and the street railway company must replace same at its own expense.

The fare charged must not exceed 5 cents, and transfers must be given to all parts of the city.

Work must be commenced within six months from the granting of the franchise.

Two miles of track must be completed within the city limits in six months, and five miles in two years from the commencement of work.

The street railway company must file a bond of $10,000 to carry out all the terms of the franchise.

The street railway company must file another bond of $20,000 to protect the city from liability for any cause, and this amount may be increased at any time at the option of the city council.

When the population of Missoula shall have reached 50,000, 1 per cent of the gross earnings of the road will be paid into the city treasury.

Cars must be operated 10 times each way daily over all lines, whether said lines pay or not.

Failure on the part of the street railway company to fulfill any of the terms of the franchise will result, at the option of the city council, in the forfeiture of the franchise.

If both railway and light franchises are granted, and the Bonner-Missoula line built, Mr. Clark will give Missoula county a right of way for a wagon road along the base of Marshall grade. This will eliminate the present dangerous grade entirely.

The street railway will not be built unless the extension of the present lighting franchise is granted.

Mr. Clark's stipulation that the light and railway franchises shall be coterminous is intended to protect the product of the 5,000 horsepower plant he has recently erected at Bonner, and is a reasonable requirement on his part.

IN THE LIGHT FRANCHISE.

Is not exclusive.

Is not perpetual.

Is not a contract.

Is, in fact, only a permit to continue to do business.

City contract for street lighting is entirely separate and is not involved in the present application for an extension of the franchise.

No extension of the water franchise is asked for; the franchise covers electric light only.

The franchise forbids the light company to ever increase its rates for light or power.

When the population reaches 50,000 the council may order all wires within the fire limits placed under ground.

The council reserves the right to modify, limit or change the conditions of the franchise at any time.

The city council will not grant the extension of the light franchise unless the street railway company builds the electric railway and lives up to all the terms of the railway franchise.

If the extension of the light franchise is not granted the street railway will not be built.

NOTICE OF SPECIAL ELECTION

Notice is hereby given that a special election will be held in the city of Missoula, county of Missoula and state of Montana, on Tuesday the 5th day of January, 1909, commencing with the hour of 8 o'clock a. m., and ending with the hour of 6 o'clock p. m., of said day for the following purposes:

No. 1—For the purpose of submitting to the resident freeholders of the city of Missoula whose names appear on the tax roll of Missoula county, Montana, preceeding such election, the application of J. R. Wharton for a franchise for the construction, maintenance and operation of an electric street railway system in the city of Missoula, Missoula county, Montana, which franchise is to be in the words and figures following, towit:—

Be it ordained by the city council of Missoula.

Section 1. That there is hereby granted as authorized by the resident freeholders, whose names appeared on the city or county tax roll, at an election held for the purpose of authorizing the same, as provided by an act of the legislative assembly, approved March 5, 1903, to J. R. Wharton, his executors, administrators and assigns, the right to construct, maintain and operate in the city of Missoula, Montana, a street railway, with sidetracks, switches and turnouts, over, along and across the streets of the city of Missoula, as hereinafter provided, except along University avenue but across said avenue, and the question of the right of the grantee, his heirs, executors, administrators or assigns, to build a line along said avenue shall be decided by a majority of the abutting property owners on said avenue, should the grantee wish to build a line thereon.

Section 2. That the said grantee, his executors, administrators or assigns shall have the right upon, in and across each and all of said streets of the city of Missoula to run or propel street cars for the purpose of carrying passengers or freight, by means of electricity or such other modern method, as may be approved from time to time by the city council of the city of Missoula, subject to the restrictions herein contained.

Section 3. That the tracks of the said street railway shall be so laid in said streets as to conform to and be upon the surface grades of all streets upon which the same may run, or upon any surface grades or established grades thereof that may be hereafter established or fixed at the option and in accordance with the direction of the city council of the city of Missoula, or of its duly authorized committee or representative; and the said city of Missoula is not and shall not be required by reason of this grant to grade or otherwise improve any of said streets and the said grantee, his executors, administrators and assigns, shall, upon the completion of said railway line in, along and across said streets, leave the same in good condition for travel thereon, and remove therefrom any obstruction placed therein or thereon during the construction of said railway.

Section 4. That the said railway shall be laid with rails weighing not less than thirty-six (36) pounds per yard, and the width between the rails shall be four feet eight and one-half inches (4 ft. 8½ ins.), and the space between the rails of said railway and for one foot on each side thereof shall be kept in repair by the said grantee in such a way as to make the same passable for teams and in good condition for traffic to go over and along the same, and in such a way as to cause the least possible obstruction to the crossing of said railway by teams, vehicles or conveyances, and the surface of said streets within the said rails and along the sides thereof shall be kept within one-half (½) inch of the top of the rails of said railway, and the city council shall have the power and authority to direct the manner in which the said road shall be kept in repair; and whenever said streets or any of them along and across which said railway shall be extended, as herein provided, shall be ordered paved by the city council at any point where said railway is constructed along or across the said streets, said grantee or his executors, administrators or assigns, shall at his own expense and in the manner and at the time required by the city council for other paving on said streets, pave the space and spaces between the said railway, so laid along the said streets and on the outside of the said rails to the same extent that the said track is required to be kept in repair, as hereinabove required, in accordance with and under the direction of said city council, and shall keep and maintain the pavements thus required by it to be laid, in good order and condition and to the satisfaction of the city council.

Section 5. That the city of Missoula expressly reserves to itself, (and to persons, companies and corporations having authority from the city, to use the streets thereof for the purposes hereafter specified, and for all lawful purposes not herein specifically stated), the right upon notice given to take up the tracks and meve the rails of said railway within the limits of said city for the purpose of laying or repairing water pipes, gas pipes, electric wires, telephone or fire alarm wires, or sewer pipes, or any purpose that may be deemed necessary by the city council, without any responsibility to or permission from said grantee, his executors, administrators, or assigns, on account of any damage to or interruption of the business of the said railway, provided, however, that such work shall be done without any unnecessary delay, and that whenever the said rails or tracks are taken up or removed the same shall, upon completion of said work, be relaid by the person, company or corporation taking up or removing the same, as soon as possible, and replaced in as good condition as the same were in prior to the taking up and removal thereof.

Section 6. It is hereby provided that said grantee shall have the right of erecting poles upon which to hang wires for conducting electricity and furnishing power to propel said cars upon said track. The said city of Missoula expressly reserves the right to cut away or remove any poles or posts or wires erected by said grantee or his executors, administrators or assigns, whenever in case of a conflagration or other overweening necessity, such cutting away or removal shall be deemed necessary by the city council or by its duly authorized committee or representative, or by its duly authorized officer or officers, and the said city shall not be liable or answerable in any way for the costs of reconstruction or for any damage caused by the cutting away or removal of any pole or poles, posts, or wires so cut away or removed.

Section 7. That said grantee, his executors, administrators, or assigns, shall place and operate on said street railway cars properly constructed, with all modern improvements necessary for the safety of pedestrians and other travelers moving upon and along the streets upon which the said railway shall be constructed, and shall operate its cars at a rate of speed which is not to exceed within the city limits twelve (12) miles per hour. In the case of freight cars the same shall be of the most modern pattern, and not more than three cars shall be run coupled together. Said cars, both freight and passenger, to carry at night a head-light of not less than sixteen (16) candle power, and use at street crossings when moving within the city limits an alarm bell, which bell shall be rung at crossings, and all cars shall be run as not to unnecessarily interfere or impede travel upon said streets, except while moving as required by the terms of this ordinance.

Section 8. All rails to be laid by the said grantee, his executors, administrators or assigns, shall be of good steel of the most approved pattern, and the same shall be constructed in such manner as to cause no unnecessary obstruction to the common and ordinary use of said streets for other purposes. All water courses shall be left free and unobstructed, and good and permanent crossings shall be made wherever the same shall be required by the city council at the intersection of said streets, and suitable and efficient arrangements for the purpose of proper drainage of the roadbed and right of way shall be made within the limits of said streets in the manner prescribed and under the supervision of the city engineer or other officers of the city charged with such duty. It is expressly provided and required that in the exercise of the rights granted under this ordinance the said grantee, his executors, administrators and assigns, shall not obstruct, divert, close or destroy any gutter, culvert, flume or other drainage channel, constructed or used for drainage purposes in said city.

Section 9. That the said grantee is hereby given the right to erect, maintain and use all necessary poles or posts of wood, iron or other suitable material, and the necessary wires to successfully operate by electricity said railway and railway cars upon the streets aforesaid, provided, however, that the said grantee shall set such poles or posts under the direction or supervision of the city council or some duly authorized officer or representative of said city council, and shall place the wires thereon and maintain the same in good order and condition and in such a manner as not unnecessarily to interfere with the travel upon said streets. Said poles or posts to be set so as not to interfere with the flow of water in any gutter or other drainage channel, and the points of location thereof shall be determined by the city council or its duly authorized agent or committee, and all wires placed on said poles shall be maintained at a height of at least eighteen (18) feet above the surface of the street.

Section 10. The rights, privileges and franchises hereby granted, shall continue and remain in force and effect for the term of fifty (50) years from and after the date of the passage and approval of this ordinance.

Section 11. The right, privilege and authority to lay and construct a track or tracks across the Higgins avenue bridge is hereby granted, it being expressly understood that in laying tracks across the said bridge, it shall be the duty of the grantee, his executors, administrators or assigns to cause the space between the tracks and for a distance of one foot on each side thereof to be laid and kept in proper repair in the same manner and with the same material as is used in construction and keeping the floor of said bridge in repair.

Section 12. It shall be the duty of the said grantee, at least ten (10) days before the time when construction is commenced upon any part or portion of the said street railway, to file with the city council of the city of Missoula a map or plat showing the street or streets through, over and along which is is proposed to construct any part of the street railway aforesaid; and when such map is made and filed with the city council of the city of Missoula, it shall be deemed to be a selection of the route for the construction of the part of said railway shown upon said map; and from and after the time when the said map is filed the said grantee shall have the right to enter into and upon the street or streets designated in said map, and to commence construction of said street railway and the erection of the said poles and wires necessary for the operation thereof; and it shall be the duty of the said grantee, from time to time and before the time when he, or his heirs, executors, administrators or assigns shall commence the construction of any part of said street railway, to so file a map or that part or portion thereof which it is intended to construct within a period of six months hence next ensuing after the filing of said map with the city council.

Section 13. It shall be the duty of said J. R. Wharton, his heirs, executors, administrators or assigns, to accept this ordinance in writing within thirty (30) days from the time when the same shall have been passed by the city council after the granting of the same shall have been authorized by a vote of the duly qualified fied electors of the city of Missoula, said notice to be served upon the mayor of the city of Missoula.

Section 14. It is understood and agreed that the said grantee, his heirs, executors, administrators, or assigns, shall contribute toward the construction of the Higgins avenue bridge across the Missoula river, the sum of twenty thousand dollars ($20,000.00), and that in consideration of such contribution for said purpose that during the life of the franchise hereby granted, no franchise tax shall be levied upon or collected from the grantee by reason of said franchise, but the same shall be subject to the same property tax as other property in the city of Missoula, and that the use of said bridge for water mains and electric wire conduits shall be given to the assigns of the grantee herein named.

Section 15. Before the rights, privileges and franchises hereby granted shall be construed to take effect and vest in the grantee, his heirs, executors, administrators or assigns, he, or his successors in interest, shall comply with the following conditions:

First—At the time of the filing of the map of location as provided for in section 12 to execute to the city of Missoula a good and sufficient bond in the sum of twenty thousand dollars ($20,000), with two (2) or more sufficient sureties to be approved by the city council, conditioned that if by reason of any acts, conduct, or management of said grantee or his heirs, executors, administrators, or assigns, or if by reason of any negligence or carelessness or mismanagement upon the part of the said grantee, the city of Missoula shall become liable in damages to third parties, said grantee, or his heirs, executors, administrators, or assigns, shall indemnify and save harmless the city of Missoula from liability for such damages, and shall pay all judgments and costs that may be recovered by reason of any and all injuries and damages to persons or property by reason of any misconduct, carelessness, negligence, or neglect of the said grantee, or his heirs or executors, administrators or assigns; and conditioned, also, to indemnify the said city of Missoula because of any loss by reason of the exercise of any of the rights and privileges herein granted.

If at any time during the continuance of this franchise the city council shall deem the sureties on the bond so given insufficient, said grantee, his heirs, executors, administrators and assigns shall be required to furnish a new bond, to be approved by the city council, and any failure or refusal to furnish said new sureties after ten (10) days notice, shall, at the option of the city council, forfeit all rights and privileges conferred by this ordinance.

Second—At the time of the acceptance of this ordinance as provided in section 13 to furnish a bond in the sum of ten thousand dollars ($10,000), to commence the construction of the street railway herein provided for within six (6) months from and after the time when this ordinance shall be passed and approved by the city council and mayor of the city of Missoula, as provided by law; provided, however, that if the Higgins avenue bridge is not completed within six (6) months, the time for the commencement of work may be extended by resolution of the city council from time to time for such additional time as may be necessary in order that the Higgins avenue bridge may be used in the operation of said road.

Section 16. The failure of the said grantee, or his heirs, executors, administrators, or assigns, to comply with any or all of the provisions of this ordinance except the speed limit shall, upon ten (10) days notice to the said grantee, or his heirs, executors, administrators, or assigns, work a forfeiture of the rights and privileges herein granted, such forfeiture to be, at the option of the said city council, either declared or waived, provided, however, that should the grantee be delayed or prevented from carrying out and completing any of the agreements herein contained, by strikes, lockouts, or other circumstances not under his control, then the time within which he is to complete and fully perform any of the agreements to be by him kept and performed shall be extended for such a length of time as he is prevented or delayed from performing the same by reason thereof.

Section 17. The grantee herein named or his heirs, executors, administrators, or assigns, shall cause to be completed and in operation within the limits of the city of Missoula not less than two miles of line within six (6) months from the commencement of work, and five miles within two (2) years from the time when the work is commenced thereon

Section 18. No fare of more than five cents (5 cts.) shall be charged or collected for the transporting of a passenger from any point within the city limits to any other point within such limits, including a transfer when necessary, good only for a continuous passage and not tarnsferable, and the rate of fare as herein provided shall remain unchanged during the life of this franchise; provided, however, that said rate of fare shall only apply within a radius of three miles from the south end of the Higgins avenue bridge.

Section 19. The said grantee, his heirs, administrators, executors or assigns, shall be required to run and operate cars over and along all completed lines of road at least ten (10) times each way daily, and at as near as may be stated intervals, and so as best to accommodate the public, and shall be required to stop at all street crossings on signals given to allow passengers to go upon or alight from cars.

Section 20. Whenever the population of the city of Missoula shall reach fifty thousand, or over, the grantee, or his successors in interest, shall annually thereafter pay into the city treasury of said city, on January first of each year, a sum equal to one per cent (1 per cent) upon the gross receipts from passenger traffic, derived within said city, during the preceding year.

All of the valuable considerations to be derived by the city of Missoula on account of the granting of such franchise are fully stated, mentioned and set forth in said franchise.

No. 2.—For the purpose of submitting to the resident freeholders of the city of Missoula whose names appear on the tax roll of Missoula county, Montana, preceeding such election, the application of Missoula Light and Water company for an extension and continuance of the franchise heretofore granted by the city of Missoula to the Missoula Light and Water company or its predecessors in interest, for the construction, maintenance, operation and control of electric light and power lines and wires within the city of Missoula, which extension and continuance of franchise is to be in the words and figures following, towit:—

An ordinance granting an extension and continuance of the franchise heretofore granted to the Missoula Light and Water company, or its predecessors in interest, for the construction, maintenance, operation and control of electric light and power lines and wires within the city of Missoula.

Be it ordained by the council of the city of Missoula:

Section 1. That there is hereby granted to the Missoula Light and Water company, its successors and assings, an extension and continuation of the franchise, right and privilege heretofore granted to the Missoula Light and Water company, or its predecessors in interest, for the construction, maintenance, operation and control of electric light and power lines and wires within the city of Missoula, which extension and continuation shall be for a period of forty (40) years from and after the term for which said franchise was originally granted shall have expired, and shall be in addition to said term; provided however, that whenever the population of the city of Missoula shall have reached fifty thousand (50,000), the city council of the city of Missoula shall have the right, at any time when it may deem it necessary, to required the Missoula Light and Water company, its successors or assings, to place under ground any or all electric light and electric power wires (except such electric power wires used in the maintenance and operation of an electric railway system within said city of Missoula), which said Missoula Light and Water company, its successors or assigns, may at that time have, or may thereafter place in use or operation within the fire limits of the city of Missoula; and further provided, however, that this ordinance shall not become effective, and the rights, privileges and franchises hereby extended or continued, shall not pass to, or become vested in the Missoula Light and Water company, or its successors or assigns, until J. R. Wharton shall have served and filed his acceptance of all of the terms and conditions of an ordinance entitled "An ordinance granting a right of way and street privileges in the city of Missoula," as provided in section 13 of said ordinance, and shall have fully kept and performed all of the terms and conditions of said ordinance to be by the said J. R. Wharton, his heirs and assigns, kept and performed, as required by sections 12, 13, 14, 15, and 17 of said ordinance, which said ordinance has been voted upon and approved by the resident freeholders of the city of Missoula at the same time as this ordinance.

Sec. 2. That there shall be no raise or increase in the cost of light or power furnished to the inhabitants of the city of Missoula, by the Missoula Light and Water company, its successors or assigns, under the franchise heretofore granted to the Missoula Light and Water company, or its predecessors in interest, or during the term or period for which said franchise is extended or continued by this ordinance.

Sec. 3. That the Missoula Light and Water company shall, within thirty (30), days from and after the passage and approval of this ordinance prepare and file with the clerk of the city of Missoula, a schedule of the rates charged the inhabitants of the city of Missoula for light and power by the Missoula Light and Water company at the time of, and during the six (6), months immediately preceeding the passage and approval of this ordinance. And should said Missoula Light and Water company, or its successors or assigns, at any time after the passage and approval of this ordinance, desire to make any change in manner or method of computing the rates charged to the inhabitants of the city of Missoula for light or power or desire to make any change in the manner or method of measuring the quantity of light or power furnished to the inhabitants of the city of Missoula, said Missoula Light and Water company, or its successors or assigns, shall thirty (30), days prior to the date when such change in the manner or method of computing rates, or when such change in the manner or method of measuring the quantity of light or power, is to go into effect, file with the city clerk of the city of Missoula a schedule, or schedules showing the proposed change in the manner or method of computing rates, or the proposed change in the manner or method of measuring the quantity of light or power.

Sec. 4. All of the limitations and restrictions contained in the original ordinance granting said franchise to the Missoula Light and Water company, or its predecessors in interest, shall be held to be binding and of full force and effect for any extension or continuation of the franchise heretofore granted contained in this ordinance, and the same shall become binding and of full force and effect and to the same extent as if expressly mentioned herein.

Sec. 5. The Missoula Light and Water company, shall within thirty (30) days from and after the passage and approval of this ordinance, file with the city clerk of the city of Missoula, its written acceptance of all of the terms and conditions of this ordinance.

Sec. 6. This extension and continuation of franchise has been voted upon and approved by the resident freeholders of the city of Missoula at the same time as the franchise granted to J. R. Wharton for the electric street railway system, aforesaid.

All of the valuable considerations to be derived by the city of Missoula on account of the granting of such extension and continuance of franchise are fully stated, mentioned and set forth in said franchise.

The polling places in the four wards of the city of Missoula for such special election are as follows:

First ward.—Gannon & McLeod's livery stable.

Second ward.—Missoula county court house.

Third ward.—Public school building on south Sixth street, west.

Fourth ward.—Bottling works building on corner of Railroad and Owen streets.

Dated December 19th, 1908.

(SEAL) J. S. KEMP, City Clerk.

IN THE DISTRICT COURT OF THE Fourth Judicial District of the State of Montana, in and for the County of Missoula, ss.—In the Matter of Terms for the Year 1909.

It is hereby ordered that the terms in department No. 1 of the above entitled court for the year 1909 be fixed and appointed as follows, to wit:

The first Monday in March.
The first Monday in June.
The second Monday in September.
The second Monday in November.

And that the above order be published according to law.

F. C. WEBSTER.

Dated this 7th day of December, 1908.

Notice to Stockholders.

The annual meeting of the stockholders of the First National Bank of Missoula will be held on Tuesday, Jan. 12, 1909, at the office of the directors in the First National Bank building, Missoula, Mont., between the hours of 10 o'clock a. m. and 4 o'clock p. m. for the purpose of electing directors for the ensuing year and transacting such other business as may properly come before such meeting.

EDGAR A. NEWLON, Cashier.
Missoula, Mont., Dec. 10, 1908.

Election Notice.

The list of those qualified to vote at the special election to be held January 5, 1909, is now in the hands of the city clerk at the city hall, and open for inspection to anyone interested therein.

J. S. KEMP, City Clerk.

Only One "BROMO QUININE," that is Laxative Bromo Quinine
Cures a Cold in One Day, Grip in 2 Days
E. W. Grove on every box. 25c

NAPO WILL DISSOLVE ANY DIRT