

NOTICE OF SPECIAL ELECTION

Notice is hereby given that a special election will be held in the city of Missoula, 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, preceding 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, Montana, to wit:—

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 a special election held for the purpose of authorizing the same, as provided by an act of the legislative assembly, approved March 6, 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 conveying 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. 8 1/2 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 in 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 (1/2) 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 part 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 the time required by the 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 move the rails of said railway within the limits of said city for the purpose of laying or repairing water pipes, gas pipes, electric wires, telephones 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 overwhelming 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 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 street car riders, and shall place 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 roadway 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, and shall place the wires thereon and maintain the same in good order and condition and in such a manner as not to unnecessarily interfere with the travel upon said streets. Said poles or posts to be set so as not to interfere with the drainage channels, 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 conformity 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 proposed to construct said street railway, 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 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 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 or heirs 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

Everything Must Go to Clean Out Before New Spring Goods Arrive Sale January 2, 8 a. m., to January 9

Nothing Withheld—Ladies' Suits, Coats, Dresses, Dress Skirts, Silk Petticoats, Furs, Underwear, Kimonos, Etc.

All Beldings' Silks at 1 Cent a Skein All D. M. C. Cotton at 10c a Dozen All Belding Spool Silk at 5c a Spool

Children's bearskin coats, worth \$5, at this sale **\$1.95** Children's bearskin caps, worth \$1, at this sale **45c** Children's bearskin cap, muff and collar sets, worth \$1.75, at this sale **85c**

\$6.00 fur pieces **\$3.00** \$15.00 fur pieces **\$7.50** \$50.00 fur pieces **\$25.00**
\$8.00 fur pieces **\$4.00** \$20.00 fur pieces **\$9.50** \$60.00 fur pieces **\$29.50**
\$12.00 fur pieces **\$6.00** \$35.00 fur pieces **\$12.50** \$4.00 leather pillows **\$1.75**

\$1.00 leather doilies **45c** \$1.75 leather doilies **85c** \$2.50 leather doilies **\$1.25**

\$4.00 Silk Umbrellas - - - - - **\$1.95** \$6.00 Toilet Sets - - - - - **\$1.95**

Ladies' Evening Gowns and Party Dresses

\$150 gowns **\$65.00** \$100 gowns **\$45.00** \$75 gowns **\$28.50**

\$10.00 hats **\$3.65** \$8.00 silk petticoats **\$4.75** \$50.00 velvet coats **\$18.50**
\$15.00 hats **\$5.65** \$10.00 silk petticoats **\$6.75** \$45.00 velvet coats **\$16.50**
\$18.00 hats **\$7.65** \$16.50 silk petticoats **\$9.75** \$30.00 velvet coats **\$13.75**
\$25.00 hats **\$8.75** \$25.00 silk petticoats **\$14.25**

OPERA **\$10.00** opera coats **\$16.50** RAIN **\$10.00** cravenette coats **\$5.75**
COATS **\$55.00** opera coats **\$21.50** COATS **\$18.00** rain coats **\$9.75**
\$23.50 **\$25.00** rain coats **\$14.25**

\$25 and \$30 suits **\$12.65** \$8.00 long coats **\$3.65** \$2.00 feathers **85c**
\$35 and \$40 suits **\$14.65** \$20.00 long coats **\$9.25** \$4.00 feathers **\$1.65**

\$45 and \$50 suits **\$21.65** \$25.00 long coats **\$12.65** \$8.00 feathers **\$3.65**
\$55 and \$60 suits **\$26.50** \$30.00 long coats **\$15.65** \$12.00 feathers **\$5.65**
\$40.00 long coats **\$21.65** \$18.00 feathers **\$8.65**
\$10.00 long coats **\$21.65** \$20.00 feathers **\$9.65**

Muslin Underwear Half Price at This Sale, Ladies' Shopping Bags One-Half, All Ladies' Shirt Waists One-Half.

Come Early in the Morning So You Can Be Waited on Promptly at

CONNAUGHTON CO., 318 Higgins Avenue

N. B.—During this sale, nothing charged, no money refunded or goods exchanged.

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, his heirs or executors, administrators or assigns, and conditionally, 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.

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 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 transferable, 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, preceding such election, the application of Missoula Light and Water company for 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, which extension and continuance of franchise is to be in the words and figures following, to-wit:—

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, which extension and continuance of franchise is to be in the words and figures following, to-wit:—

Section 1. That there is hereby granted to the Missoula Light and Water company, its successors and assigns, an extension and continuance 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 continuance of franchise is to be in the words and figures following, to-wit:—

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.

Summons. In the District Court of the Fourth Judicial District of the State of Montana, in and for the County of Missoula, Mable Jones, Plaintiff, vs. Thomas Jones, Defendant. The State of Montana sends greeting to the above-named defendant. You are hereby summoned to answer the complaint in this action, which is filed in the office of the clerk of this court, a copy of which is herewith served upon you, and to file your answer and serve a copy thereof upon the plaintiff's attorney within 20 days after the service of this summons; and in case of your failure to appear or answer judgment will be taken against you by default for the relief demanded in complaint. This action is brought to dissolve the marriage bonds existing by virtue of the plaintiff's marriage to you at Fargo, N. D., February 11, 1905, the grounds for said action being your willful neglect of plaintiff for more than one year last past. Plaintiff also asks for custody of the minor child, Leslie Jones, for suit money, for counsel fees, for alimony and for general relief. Witness my hand and the seal of said court this 24th day of December, 1908. R. W. KEMP, Clerk.

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MAGIC SOAP POWDER is a wonder worker. It slips into cracks and corners to bring to light and remove dirt that otherwise would not be reached. It's a Soap Powder of unequalled virtue. It leaves things clean and sweet. It is Good for Almost Everything That's Soiled.

SANTAL MIDY CATARRH OF THE BLADDER. Relieved in 24 Hours. Each Capsule contains the name MIDY. Mott's Nerveine Pills. The great iron and tonic reproductor for men and women; produces strength and vitality, builds up the system and renews the normal vigor. For sale by druggists or by mail, \$1 per box, six boxes for \$5. Williams Mfg. Co., Prop., Cleveland, Ohio. For sale at D. C. Smith's drug store.