

From Thursday's Daily
THE TELEPHONE COMPANY.

Form of Contract for Subscribers.

In yesterday's issue of the MINER the tariff of rates to be charged Butte subscribers to the Montana Telephone Company was published. It is the general opinion as expressed since the publication that the rates charged are unreasonably high. Many persons who intend to subscribe say that they cannot afford to pay \$8.00 per month, or \$2.00 per week, for telephone facilities. If the company should ask \$5.00 per month the probabilities are that they would gain by increase in the number of subscribers far more than they would lose by the difference of charges.

In the meantime Mr. W. C. Bohannon has received the form of the printed contract to be signed by subscribers as well as by the local manager on behalf of the company. It is as follows:

EXCHANGE SUBSCRIPTION.

Terms and Conditions.—The instruments and lines on the subscriber's premises shall be carefully used, and only as herein stated; all ordinary expense of maintenance and repair to be borne by the Exchange; he is to pay for each telephone or call box destroyed otherwise than by unavoidable accident, and \$25 per month in case of unauthorized removal or detention, until its destruction or its loss, without his fault, is satisfactorily proved; but the payment shall not confer any title to the instrument or right to use it. In case communication is interrupted from any cause whatever, the only liability of the Exchange shall be to abate the rent during such interruption, after twenty-four hours' written notice thereof to the Exchange. The Exchange will remove the instruments from place to place during the term, within the territory covered by the Exchange lines, upon request and payment of the expense thereof. Upon non-payment of any sum due, or any use of the instruments on said premises improper or contrary hereto, or any removal therefrom, the Exchange may terminate the subscriber's rights by written notice served on him or any occupant of the premises, and sever his connection and remove the instruments; and for this purpose and for inspection, it and its servants may have access thereto.

The right of the subscriber is to use the instruments and connecting wires where the Exchange may place them, under such rules as the Exchange may from time to time prescribe, for the purpose of personal communication with the Exchange and with parties whom the Exchange may connect with him for that purpose, upon his and their business; they are not to be used for any other consideration to be paid by any person other than the subscriber, nor for performing any part of the work of collecting, transmitting, or delivering any message in respect of which any toll or consideration has been or is to be paid to any party other than the Exchange, nor for transmitting market quotations or news for sale, publication, or distribution, nor for calling messengers except from the central office, or performing any other service in competition with service which the Exchange may undertake to perform. Said instruments are the property of the American Bell Telephone Company, and constructed and used under its patents, and are leased and licensed by it only for the uses above stated in consideration of a royalty and rental which it is to receive therefor, part of the payment named below, and which the Exchange is authorized to collect for a period not exceeding one year in advance; but any use otherwise or without the payment of said rental or royalty is also an injury to and invasion of the said rights of the American Bell Telephone Company, entitling it to an injunction and other legal redress in a suit in its name and behalf, and to the remedies by taking possession of instruments and lines, and collecting rentals from the subscribers, as provided in the contract between the said company and said Exchange, and which the subscriber agrees to permit and to pay.

In view of the liability to errors in transmitting oral messages by telephone and the impossibility of fairly fixing the cause thereof, the subscriber assumes all the risk of errors from misconnections or mistakes upon and by any telephone line, and the officers and servants thereof, in transmitting, receiving or delivering messages; and in respect of any messages which may be sent or received by or for him over any other telephone or telegraph line, no line shall be responsible for defaults occurring on any other line, nor on its own lines, except as specified in its usual contracts, nor for any damages unless the claim thereof be presented in writing within thirty days after sending the message, and he makes the Exchange, and every other line over which said message may pass, his agent to receive the same, to forward it towards its destination at the rate for unrepeat messages, and for that purpose to bind him by the contracts on the usual blanks and make the message subject to the usual limitations, rules, and regulations, to which he hereby agrees. He will reimburse the Exchange for all tolls it may pay on such messages.

All the obligations hereof are binding upon the subscriber until the instruments shall be redelivered to the Exchange or the American Bell Telephone Company, or until, being bound and requested and having an opportunity to remove the same, they shall neglect to do so. All words herein referring to the subscriber shall be taken to be of such number and gender as the character of the subscriber may require.

The subscribers requests to place in his premises, No. — Street, — telephone instruments, as noted on the back hereof, and connect them for his use with the Company's Exchange, until the first day of — 188—, and thereafter, until the agreement is cancelled by one month's notice in writing being given from one party to the other, upon the terms and conditions stated above, which he hereby promises to keep and perform, and agrees to pay therefor to said Company. — Dollars on the first day of every — month, commencing as soon as the instruments shall be placed and connected.

This request becomes a binding contract as soon as accepted by the Manager of the Exchange, by his signature hereto, or by furnishing said instruments. Its terms cannot be varied nor waived by any representations or promises of any canvasser or other person, unless the same be in writing and signed by the Manager. The subscriber acknowledges that he has received a duplicate hereof.

Signed at — 188—
Accepted by the Exchange Company. — Manager.

On the other side of the printed slip containing the above are the following: Name — Location — Expires — Rate per month, with a list of the instruments to be furnished the subscriber, on application. These are as follows:

- Blake Transmitter.
- Edison Transmitter.
- Pony Crown Receiver.
- Cell Battery.
- Call-box and Switch.

Helena Notes.

Helena Independent, 24th Inst.
The Firemen's Ball, given by Helena Fire company No. 1, was very successful.

A patent apparatus for track laying is being tried this side of Miles City and gives great satisfaction.

Mr. and Mrs. Cornelius Hedge gave a party last Monday in honor of the birthday anniversary of Hon. D. S. Wade, Chief Justice of the Supreme Court of Montana.

Chas. D. Curtis Esq., President of the Helena Land League returns thanks to the Helena papers for their notices of the public meeting held in behalf of the League last week.

The new church paper called the Rocky Mountain Messenger, is edited by Rev. W. B. Reed, pastor of the Presbyterian church in Helena. Robert Whipple Esq. is the agent for the paper.

We understand that an order has been issued to the engineering department of the Northern Pacific railroad prohibiting them from giving any information to the press relative to their projected workings.

It does not seem that the bluff made at the railroad surveyors by the Flat-heads had much effect. The Missoulian states that Engineer Hamilton's party are prosecuting their work of locating the line across the reservation, just as if no hitch from the Indians had ever occurred.

Frozen Feet.

Mr. Alex. Glover had his feet frozen some weeks ago, while walking from Butte to his home on Warm Spring Creek. At first Mr. Glover did not realize the severity of his affliction, and allowed the numbness experienced in his feet to continue some time without attention. Although he spoke to a surgeon on the subject sometime ago, he did not think the matter of sufficient importance to get treatment. Tuesday, however, he was brought from his home to the Miners' Hospital, where yesterday it was found necessary to amputate portions of both his feet. The operation was performed by Dr. W. — in a skillful manner, the patient being under the influence of an anesthetic.

The left foot was amputated at the metatarsal process, in the instep joint, the greater part of it being removed. The right foot was amputated at the confluence of the tarsal and metatarsal processes, the toes being all removed. It is feared that it may become necessary to make another amputation of the right foot. It is stated that shoes with cork appliances can be made for such cases so as to enable the patient to walk with considerable ease.

The Comet.

We learn from Mr. S. T. Mackey that the Comet, in Boulder Mining District, operations are being pushed vigorously. The shaft is about two hundred feet deep, and is now being enlarged to three compartments, and a water tank is being cut, preparatory to sinking. Repairs are being made in the concentrator, which will be started in two or three weeks. No work has been done on the Belle of Boulder for about three months. Mr. Mackey will leave for a visit to the Barker district in a few days to take a look at the country.

THE PROCESSION ON WASHINGTON'S BIRTHDAY.

General Arrangements Being Formulated.

The character of the gentlemen in the city who have taken hold of the project of having a grand carnival procession, followed by a masque ball, on the twenty-second of February, is such as precludes the possibility of failure. While the amounts subscribed by the citizens and business men have not been as large as might reasonably have been expected, still the sum already guaranteed to Messrs. Clark, Jacobs, Shanley and Scheuer is sufficient to warrant the statement that the carnival is now on a firm financial basis, and is an assured success. At a meeting of the general committee of arrangement held last night at Speck's Hall, various ideas were advanced in regard to the proper arrangement of the procession, the order in which different trades and branches of business should appear, and the various advertising groups, figures and devices which might be advantageously used by our merchants to make the best possible display. It is most likely that a general meeting of all business men who have subscribed, and who propose to be represented in the procession, will be called at an early date and these matters turned over to them, so that they may consult among themselves, and agree as to order and detail.

If one dry goods merchant learns that another is to have such and such an idea or device to illustrate his business, he will thus have an opportunity to select for himself something different and still something appropriate, and in accordance with his own peculiar ideas, so that this part of the business can be settled by the merchants themselves.

The order of music in the procession, however, and the respective position of the various bands, the places to be assigned to the various masques in carriages, cars, chariots, etc., were all carefully discussed.

The costumes from which choice may be made by the public at large have been arranged for, and will be in Butte about ten days before the time fixed, so that ample opportunity may be offered for selection. The best theatrical wardrobes of San Francisco, Salt Lake and Chicago have been ransacked, and there need be no fears but that a full and magnificent variety will be on hand in Butte for the occasion.

Mining Notes.

The Mayflower mine at Chillon, Idaho, has just been sold to a Bullion company for \$375,000, of which sum \$100,000 was paid cash, \$50,000 is to be paid in fifteen days and the balance next June. John B. Farwell, a merchant prince of Chicago, is president of the purchasing company.

An assay was made by C. C. Clawson, whose wife is an occasional correspondent of the MINER, a few days ago, of a piece of chloride ore brought in by Mr. Ezra Allison from a new mineral belt in the western part of Idaho, with the result of 490 ounces of silver per ton. We may have something to say of the new field hereafter. At present we are not at liberty to give the exact locality of the new find.

A miner named Scoot has arrived in Tombstone, A. T., from the Sierra Madre mountains of Mexico, where he has been living for the past seven months. Mr. Scoot justified the true significance of his name by the rapidity with which he vanquished the Mexican ranch. He states that the Apaches are on the warpath in that region, and that himself and two companions barely escaped with their lives. They had a running fight with 35 Apaches.

A Sad Accident.

A German named A. Worker was killed by falling from a train on the Union Pacific road last Saturday. His body was discovered on the track about two miles west of Evanston. The Ogden Pilot of the 23rd inst. states that the train was stopped and the body placed in the caboose and taken into Evanston, when, upon examination, a small sum of money was found in the pockets of the deceased, a whisky bottle with only a small quantity of fluid left in it, a second class ticket from Ogden to San Francisco and one of Conductor Conlisk's checks. The ticket showed that it had been purchased at Rawlins and was signed A. Worker, as being the owner of the ticket. The following was found written on a card in the pocket of the deceased:

Garth Hais, Virginia City, Nevada.
When you receive these lines I am not living. You wouldn't believe of the murderous hand, in shooting or hanging, as I am death's debt, you can believe me. I would like to see you in my last hours. Pray see the Virginia Judge of my character and standing. Live happy forever; this is the main of my conscience. I carry my burden with patience. Do not believe the stories which have been circulated about me. I cannot baffle against so many.

A. WORKER.

The coat, blankets and card were taken back to Evanston Sunday.

THE ANNUAL
REMNANT AND JOB SALE
Will Commence at
E. L. BONNER & CO'S.
Wednesday, Feb. First. '82.

SANDS & BOYCE.

GREAT

SEMI ANNUAL

CLEARING SALE!

WIL BEGIN ON OR ABOUT

January 25th. January 25th.

LOOK OUT FOR BARGAINS.