CHANCES FAVOR A COMPROMISE

Happy Solution of the Difficulties at Algeciras Is Now Confidently Expected.

TWO ISSUES ARE INVOLVED

FRANCE SEEMINGLY HAS BEST SUPPORT.

Algeciras, March 4.—One of the delegates having a most vital interest in the conference on Moroccan reforms said tonight that a settlement of the controversy between France and Germany now seemed possible, but he declined to make known the lines the arrangements would take. However, the trend of recent events has indicated that if any settlement is reached it would most likely be because France would make concessions with reference to the bank question and Germany in return would adopt a less uncompromising attitude concerning the police.

BRITISH PROPOSITION.

Vote of Saturday Showed Sentiment in Favor of France.

Paris, March 4.—The voting at Algeciras Saturday on the proposition of Sir Arthur Nicolson, chief of the British delegation, to proceed to the immediate discussion of the Moroccan police question, gives great satisfaction here, chiefly because France has ranged with her a large majority of the powers, while Germany is among the small minority. Public tension was such over the Franco-German controversy that the vote was welcomed both as a success and as showing that France was able to count upon the almost unbroken support of Europe. French officials have claimed for some time that if a vote were possible it would give France a sweeping majority. It appears that yesterday's division did not produce a recorded vote, yet the powers aligned themselves with sufficient precision to amount to a vote. All the French journals give the division in the form of a vote, the eight voting in the affirmative being France, Great Britain, Russia, Spain, Portugal, the United States, Italy and Holland and the negative three being Germany, Austria and Morocco. The officials here have been considering Austria as doubtful and had Austria balloted in the affirmative the entire vote of Europe and America would have been ranged on the side of France.

Powers Behind France.

The semi-official Temps seems to accept the decision of the conference as a vote in favor of France's proposals, saying:

"The vote, though referring to a question of procedure, is valuable to us from more than one viewpoint. Not only have Great Britain, Spain, Russia and the United States clearly adhered to our ideas, which was foreseen, but Italy, Belgium, Portugal and Holland unhesitatingly recognized the loyalty to our proposition."

The Temps correspondent at Algeciras, however, points out that "the vote refers merely to procedure, signifying the desire of the conference to attain a result. At the same time the character and import of the action of the delegates with reference to procedure should not be minimized."

Two Issues Involved.

The result also affects the diplomatic status of the controversy. Germany wants to settle the bank question before that of the police, but France does not wish to grant concessions on the bank until she is sure that Germany will make a reciprocal move concerning the police. Therefore the decision of the conference to consider the police question requires that Germany shall say whether she is or is not prepared to change her attitude relative to the police. Germany's answer will thus determine whether France will yield on the bank question. The indications are that if Germany refuses to give way on the police France will not yield on the bank, thus accentuating the former deadlock by carrying it into the open conference.

"IT SAVED MY LIFE"

PRAISE FOR A FAMOUS MEDICINE

Mrs. Willadsen Tells How She Tried Lydia E. Pinkham's Vegetable Compound Just In Time.

Mrs. T. C. Willadsen, of Manning, Iowa, writes to Mrs. Pinkham:

Dear Mrs. Pinkham:—

"I can truly say that you have saved my life, and I cannot express my gratitude to you in words.

"Before I wrote to you, telling you how I felt, I had doctored for over two years steady and spent lots of money on medicines besides, but it all failed to help me. My monthly periods had ceased and I suffered much pain, with fainting spells, headache, backache and bearing-down pains, and I was so weak I could hardly keep around. As a last resort I decided to write you and try Lydia E. Pinkham's Vegetable Compound, and I am so thankful that I did, for after following your instructions, which you sent me free of all charge, I became regular and in perfect health. Had it not been for you I would be in my grave to-day.

"I sincerely trust that this letter may lead every suffering woman in the country to write you for help as I did."

When women are troubled with irregular or painful periods, weakness, displacement or ulceration of an organ, that bearing-down feeling, inflammation, backache, flatulence, general debility, indigestion or nervous prostration, they should remember there is one tried and true remedy. Lydia E. Pinkham's Vegetable Compound at once removes such troubles.

No other female medicine in the world has received such widespread and unqualified endorsement. Refuse all substitutes.

For 25 years Mrs. Pinkham, daughter-in-law of Lydia E. Pinkham, has under her direction, and since her decease, been advising sick women free of charge. Address, Lynn, Mass.

HIRAM TYREE IS SCORED BY INSURANCE EXAMINERS

Continued from Page 2.

ances, state taxes on premiums, and state licenses, and all agents' licenses, medical examination fees, and all office expenses necessary for conducting the business of the party of the second part.

"The party of the first part agrees and assumes to pay the salaries of its own officials and its home office expenses, including postage on the delivery of policies, other home office supplies necessary for the conduct of its own business, and further agrees to furnish to the party of the second part the sample policies, medical examination and application blanks, and the usual soliciting literature. It is hereby agreed that the party of the second part must submit to the party of the first part, for its approval, any literature or statements concerning the party of the first part or its business.'

Actuary Should Be Called In.

"It is a grave question, and one which we believe should be submitted to a competent actuary to decide, whether or not this contract is beneficial to the Continental Life Insurance & Investment company. If the entire expense loading of all the premiums on policies to be hereafter issued is taken by the Western Agency company, the Continental Life Insurance & Investment company must provide for its portion of the expense of management out of the profits of the bond investment business, lapses, and income from investments. That you may have an understanding of the operation of the contract we hand you herewith a statement showing at the age of 21, the net premium, the loading and the gross premium for all subsequent years during the life of the policy, which explains itself.

"The result shows that on ordinary life policies, at the age of 21 years, taking the expectancy at 40 years, 71 per cent of the premiums collected will go to the Continental Life Insurance & Investment company, and 29 per cent to the Western Agency company, and this 29 per cent covers all the expense of securing the business and of keeping it on the books. On a ten-payment life policy of the same age, at the end of ten payments the company will have received 78.3 per cent and the Western Agency company 21.7 per cent.

"On a fifteen-payment life, after fifteen payments the company will have received 77 per cent and the Agency company 23 per cent. On a twenty-payment life, after twenty payments the company will have received 74 per cent and the Agency company 26 per cent. On a ten-year endowment, after ten payments the company will have received 82 per cent and the Western Agency company 18 per cent. On a fifteen-year endowment, after fifteen payments the company would receive 81 per cent and the Agency company 19 per cent. The percentages used above are approximately correct and the figures used are taken from the table on which settlements are made between the Agency company and the Continental Life Insurance & Investment company.

Western Agency Company Contract—Ordinary Life. First Year Loading—Age 21. Net, $7.59; loading, $12.03; gross, $19.62. Subsequent years—Net, $14.08; loading, $5.54; gross, $19.62. Result 40 years—Net, $556.71, or 71 per cent; loading, $228.09, or 29 per cent. Total, $784.80.

Ten Payment Life. First Year Loading—Age 21. Net, $7.59; loading, $37.61; gross, $45.20. Subsequent years—Net, $38.48; loading, $6.72; gross, $45.20. Result 10 payments—Net, $353.91, or 78 per cent; loading, $98.09, or 22 per cent. Total $452.

Fifteen Payment Life. First Year Loading—Age 21. Net, $7.59; loading, $33.66. Subsequent years—Net, $27.29; loading, $6.37; gross, $33.66. Result 15 payments—Net, $389.65, or 77 per cent; loading, $115.25, or 23 per cent. Total $504.90.

Twenty Payment Life. First Year Loading—Age 21. Net, $7.59; loading, $21.49; gross, $29.08. Subsequent years—Net, $22.11; loading, $6.97; gross, $29.08. Result 20 payments—Net, $427.68, or 74 per cent; loading, $153.92, or 26 per cent. Total $581.60.

Ten Year Endowment. First Year Loading and Subsequent Years—Age 21. Net, $86.33; loading, $19.42; gross, $105.75. Participating result 10 payments—Net, $863.30, or 81 per cent; loading, $194.20, or 19 per cent. Total, $1,057.50.

Fifteen Year Endowment, Participating—Age 21. First Year Loading—Net, $7.59; loading, $60.81; gross, $68.40. Subsequent years—Net, $59.01; loading, $9.39; gross, $68.40. Result 15 payments—Net, $883.73, or 81 per cent; loading, $192.27, or 19 per cent. Total, $1,026.

"We suggest that a copy of this contract should be filed with some competent actuary so that a reliable report may be secured as to its effect upon the policyholders.

"We now call your attention to section 7 of the contract, as follows:

"'It is hereby agreed, that the party of the second part, The Western Agency company, shall have the privilege and authority to mortgage, sell, transpose or otherwise dispose of a part or all of the said expense element of premiums received under this contract, to any person or persons whomsoever, and that said party of the first part, (Continental Life Insurance & Investment company) shall agree to acknowledge the validity of any assignment, mortgage or other instrument of conveyance which the party of the second part may execute in its capacity of general agent of the party of the first part, under this contract.'

Preparing in Advance.

"It would seem from the reading of this section that provision was already being made for the assignment of a portion of the loading to another company which was not organized until Aug. 2, 1905, when the Western Securities company, the Continental Life Insurance & Investment company agreeing in advance 'to acknowledge the validity of any assignment, mortgage or other instrument of conveyance which the party of the second part may execute in its capacity of general agent of the party of the first part, under this contract.'

"Section 8 requires the company to qualify to do business in any state upon the request of the agency company.

"Section 9.—The party of the second part (The Western Agency company), hereby agrees not to pay or knowingly allow to be paid any rebate of premium in any manner whatsoever directly or indirectly.

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

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

"'Limited as above, this contract shall extend for a period of twenty-five years 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 thereafter each year as long as the policy is in force,' it will be seen that at the end of twenty-five years the contract will still have a long term of existence.

No Provision for Termination.

"There is no provision anywhere in the contract for its termination within the period of twenty-five 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 company and eliminates one class of expenditures to which all companies are subjected, and that is the losses on the agency force in the field. All such losses are now borne by the agency company.

Werner & Kimball Contract.

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

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

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

"1.—Said first party hereby appoints said second parties its special superintendents, with the exclusive right of placing in the United States all special contracts issued by the first party. The forms of the special contracts 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."

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

"'(a)—Ordinary life, twenty-payment life and twenty-year endowments, 75 per cent.

"'(b)—Fifteen-year endowment and fifteen payment life, seventy-two and one-half (72½) per cent.

"'(c)—Ten-payment life and ten-year endowment, sixty-seven and one-half (67½) per cent.

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

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

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

"6.—Said second parties agree to pay in full to the first party 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 refunded to said second parties in case such policy is returned for cancellation.

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

"8.—Limited as aforesaid, this contract shall continue for a period of five years, or until ten million dollars of insurance shall have been placed.

"9.—No applications shall be taken for insurance, and no policies issued before the 1st day of March, 1904.

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

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

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

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

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

"'CONTINENTAL LIFE INSURANCE & INVESTMENT COMPANY.

"'By Heber M. Wells, President.

"'Attest:

"'W. H. Cunningham, Secretary.

"'Frank A. Werner.

"'George S. Kimball.'

Contract Is Criticised.

"It will be noted in section 5 of the contract that Messrs. Werner and Kimball agree to place not less than $1,000,000 of insurance the first year and not less than $1,500,000 each year thereafter, and guarantee to have a total of at least $10,000,000 written through their efforts under this contract within a period of five years from the date thereof; and in section 7 they further stipulate and agree that if they fail to produce in any one year the amount of business above specified, they shall forfeit this contract upon thirty days' notice, and all right and interest therein. This contract has been subjected to considerable censure and criticism becouse of the form of contract issued by the company, under this agreement, through Messrs. Werner and Kimball, a copy of which we also attach.

"Continental Life Insurance and 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 application is made a part hereof, does hereby appoint and commission ..... of ..... a local adviser of said company, subject to the insurance statutes and the following express conditions:

"'I.—The number of said local advisers appointed in the state of Utah shall not exceed two hundred.

"'II.—On the first day of March of each year, during the continuance of this contract, the company shall compute the number of thousands of insurance in force written for a period of ten years from and after March 1, 1904, in the state of Utah, upon which there shall have been paid in cash during the preceding year one full annual premium, two semi-annual or four quarter-annual premiums.

"'III.—The company further agrees on the dates aforesaid (March 1 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 period, 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, written during said period, after March 1, 1904, by the number of local advisers' contracts in force at time of such distribution.

"'The amount so credited to said local adviser shall each year, on the anniversary of the date of this contract or within thirty days thereafter, provided this contract be then in force, be paid to him by said Continental Life Insurance & Investment company, subject to the agreements of said local adviser in his application hereof. And said payment shall be in compensation for 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..

.....

"'President.

.....

"'Secretary.'

To Gain Public Confidence.

"The purpose for which this contract was entered into was that in states where the company was doing business, Werner & Kimball should first enter the field and write 100, 150 or 200 selected risks, giving to each policy holder a local adviser contract. The prominent business and professional men and public officials were selected, which gave a high character to the class of the policy holders and tended to gain the confidence of the community.

"After the number of contracts assigned 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 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 1905 there was paid out to each holder of local adviser contract in this state $8.85, Montana $5.10 and Idaho, $5.15. The one dollar on each thousand dollars worth of insurance upon which the above distribution was made, it will be noticed, has been reserved from the assignment made by the company, of the premium loading to the Western Agency company, so that this amount is not included in the amount paid to the Western Agency company.

Contract With Locker.

"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, 1905, by and between the Continental Life Insurance & Investment company, party of the first part, and P. B. Locker of Salt Lake City, Utah, party of the second part.

"Witnesseth: That said parties hereby 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 agency manager for the ten-payment investment bond, or policy, to be placed on the market by 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.

"3.—Party of the second part is to use blanks for agents' contracts furnished 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 conduct the business under this contract, and the party of the first part shall pay the rent for this office, and furnish it with suitable furniture, stationery, and the necessary literature pertaining to this investment bond, free of cost to the party of the second part, and will allow sixty dollars ($60.00) per month for office expenses in each and every month in which not less than one thousand dollars ($1,000) in acceptable premiums are secured in the above named investment bond department; 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, illustrations and estimates furnished by the party of the first part.

"6.—The compensation to the party of the second part for services included under this contract, shall be as follows:

"A brokerage commission of sixty-five per cent on the first year's premium of all paid-for business procured directly 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 his supervision, equivalent to the difference between sixty-five per cent commission and the commissions paid to said agents, as per the following schedule, which shall be a part of each agent's contract, to-wit:

"'For the first year of insurance only: Forty per cent on all paid-for business up to six hundred dollars of premiums in any calendar month, and a bonus of ten per cent extra on all paid-for business beyond six hundred dollars in premiums during any one calendar month, and one hundred dollars extra bonus on the business of each agent procuring an average of seven hundred and fifty dollars in premiums per month during the year of twelve consecutive months.

"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 thirty-five per cent of all cash collected by party of the second part on insurance procured by the party of the second part, shall accompany applications 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 part, of all business transacted under this contract.

"9.—It is hereby agreed and understood 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 any time, terminate this agreement for cause, by giving the other thirty day's notice in writing to that effect.

"It is agreed that "for cause" under this paragraph shall be construed by the party of the first part as follows: The withdrawal of the above described investment bond or policy, 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 this agreement have executed the same the day and year first above written.

"'CONTINENTAL LIFE INSURANCE & 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 salaries of the officers of the company were paid at the following rate:

"Heber M. Wells, president	$1,000
"H. Tyree, vice president and manager	3,000
"W. H. Cunningham, secretary	1,800
"Frank Pierce, general counsel	1,200
"H. N. Mayo, medical director	1,000
	$8,000

"This would be at the rate of $8,000 per year for all of the officers of the company.

"The salaries for 1905 were as follows:

"H. Tyree, president and manager	$6,000
"Frank Pierce, first vice president and attorney	2,000
"C. C. Wylie, secretary	3,000
"H. N. Mayo, medical director	2,000
"W. S. McCornick, treasurer	1,200
	$14,200

"The salaries for 1906 are as follows:

"H. Tyree, president and manager	$6,000
"Frank Pierce, first vice president and counsel	2,000
"V. T. McGillycuddy, second vice president and medical director	2,000
"R. D. Steele, third vice president	none
"C. C. Wylie, secretary	3,000
"Gavin McNab, general counsel	2,000
"W. S. McCornick, treasurer	1,200
	$16,200

Cost of Clerical Help.

"The clerical hire at the home office in Salt Lake City for 1906 is as follows:

"C. D. Bates, cashier	$1,500
"W. R. Wardher, bookkeeper	900
"Clara Foulger, stenographer	540
"Ivy Sorenson, stenographer	420
"H. H. Voss, janitor	150

"The clerical hire of the San Francisco office is as follows:

"Myrtle Allender, chief clerk	$1,200
"G. W. Bishop, acting actuary	900
"C. O. Rulon, clerk	900
"Nellie Robertson, stenographer	720

List of Directors.

"We also submit herewith a list of the directors of the Continental Life Insurance & Investment company:

"Hiram Tyree, Salt Lake City, Utah; Frank Pierce, Salt Lake City, Utah; W. S. McCornick, Salt Lake City, Utah; Cameron C. Wylie, Salt Lake City, Utah; Thomas R. Cutler, Salt Lake City, Utah; John Dern, Salt Lake City, Utah; J. D. Wood, Salt Lake City, Utah; W. V. Rice, Salt Lake City, Utah; H. N. Mayo, Salt Lake City, Utah; F. C. Jensen, Mt. Pleasant, Utah; V. T. McGillycuddy, San Francisco, Cal.; George E. Ames, San Francisco, Cal.; Ernest Denicke, San Francisco, Cal.; C. C. Carpey, San Francisco, Cal.; R. J. Waters, Los Angeles, Cal.; H. J. Woollacott, Los Angeles, Cal.; R. D. Steele, Bozeman, Mont.; W. W. Wylie, Bozeman, Mont.; Charles W. Howard, San Francisco, Cal.; A. L. Babcock, Billings, Mont.; John Gillie, Butte, Mont.; A. L. Stone, Dillon, Mont.; J. P. Murray, Dillon, Mont.; James Reid, Montreal, Canada; F. R. 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.

"During the progress of our examination criminal proceedings were instituted against the president and secretary of the company by the county attorney of Salt Lake county on affidavit of P. J. Harding, the former bookkeeper of the company, who prepared the annual statement for 1904. The charge brought against these officers was of falsifying statement filed with the secretary of state showing the condition of the company at close of business December 31, 1904.

"The case was brought before Judge Diehl in Salt 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 were summoned by the prosecution to give evidence for the state. The case has not yet been decided as to President Tyree, but the effect of the prosecution has been seriously detrimental to the welfare of the company.

Deplore Officers' Acts.

"It is to be deplored that a company whose financial condition is on so solid a basis should have been brought into complications by the errors of judgment 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 bonuses, and as a necessary result its capital was seriously impaired at the close of 1904, but the fact that in spite of this adverse condition the company was able, during the year 1905, to make up that deficiency, $28,466.71, pay $32,870.72 in losses and annuities, seven per cent dividend on the amount of its paid-up capital stock up to March 14, 1905, amounting to $10,028.33, and come out at the close of the year with its capital unimpaired and with a surplus of $27,840.12 is evidence that western people will gladly patronize a western corporation.

"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 mismanagement of its affairs. Respectfully submitted,

GEORGE B. SQUIRES,
"Deputy Secretary of State.

"C. A. GLAZIER,
"State Bank Examiner."

NEW FOOD LAW

People now demand the right to know exactly what they eat.

To be told by maker or retailer that the food is "pure" is not satisfactory.

Candy may contain "pure" white clay or "pure" dyes and yet be very harmful. Syrups may contain "pure" glucose and yet be quite digestible and even beneficial. Tomato catsup may contain a small amount of salicylic or boracic acid as a necessary preservative, which may agree with one and be harmful to another.

Wheat flour may contain a portion of corn flour and really be improved. Olive oil may be made of cotton seed oil. Butter may contain beef suet and yet be nutritious.

The person who buys and eats must protect himself and family, and he has a right to, and now demands, a law under which he can make intelligent selection of food.

Many pure food bills have been introduced and some passed by State legislatures; many have been offered to Congress but all thus far seem objectionable.

It has seemed difficult for politicians to formulate a satisfactory bill that would protect the common people and yet avoid harm to honest makers and prevent endless trouble to retailers. No government commission or officer has the right to fix "food standards" to define what the people shall and shall not eat, for what agrees with one may not agree with another and such act would deprive the common citizen of his personal liberty. The Postum Cereal Co., Ltd., perhaps the largest makers of prepared foods in the world, have naturally a close knowledge of the needs of the people and the details of the business of the purveyors, (the retail grocer) and, guided by this experience have prepared a bill for submission to Congress which is intended to accomplish the desired ends, and inasmuch as a citizen of the United States has a right to food protection even when he enters another State it is deemed proper that the government take control of this matter and provide a national law to govern all the states. A copy of this bill is herewith reproduced:

Sec. 1 governs the maker whether the food is put up in small packages sealed, or in barrels, boxes or otherwise.

Sec. 2 governs the retailer who may open a barrel and sell the food in small quantities. When he puts the goods into a paper bag he must also enclose a printed copy of the statement of the maker which was affixed to the original package and inasmuch as the retailer cannot undertake to guarantee the statement of ingredients he must publish the statement of the makers and add his own name and address as a guarantee of his selling the food as it is represented to him which relieves the retailer of responsibility of the truth of the statement and throws it upon the maker, where it properly belongs.

The remaining sections explain themselves.

The Postum Cereal Co., Ltd., for example, have from the beginning of its existence printed on the outside of each and every package of Postum and Grape-Nuts food a truthful and exact statement of what the contents were made of in order that the consumer might know precisely what he or she was eating. A person desiring to buy, for instance, strictly pure fruit jelly and willing to pay the price has a right to expect not only an equivalent for the cost but a further right to a certainty as to what he eats. Or he may be willing to buy at less cost a jelly made part of fruit juices, sugar and a portion of glucose. But he must be supplied with truthful information of the ingredients and be permitted to use his personal liberty to select his own food accurately.

The people have allowed the slow murder of infants and adults, by tricky makers of food, drink and drugs to go on about long enough. Duty to oneself, family and nation demands that every man and woman join in an organized movement to clear our people from this blight. You may not be able to go personally to Washington to impress your Congressmen, but you can, in a most effective way tell him by letter how you desire him to represent you.

Remember the Congressman is in Congress to represent the people from his district, and if a goodly number of citizens express their views to him, he secures a very sure guide to duty. Remember also that the safety of the people is assured by insisting that the will of the people be carried out, and not the machinations of the few for selfish interests.

This pure food legislation is a pure movement of the people for public protection. It will be opposed only by those who fatten their pockets by deceiving and injuring the people. Therefore, if your Representative in Congress evades his patriotic duty hold him to strict accountability and, if necessary, demand equitable and honest service. This is a very different condition than when a faction demands class legislation of the Congressman. Several years ago the butter interests of the country demanded legislation to kill the oleomargarine industry and by power of organization forced class legislation really unworthy of a free people. Work people wanted beef suet butter because it was cheap and better than much unclean milk butter, but the dairy interests organized and forced the legislation. The law should have provided that pkgs. of oleomargarine bear the statement of ingredients and then let people who desire purchase it for just what it is, and not try to kill it by a heavy tax. Manufacturers sometimes try to force measures in their own interests but, contrary to the interests of the people and the labor trust, is always active to push through bills drafted in the interest of that trust, but directly contrary to the interests of the people as a whole. Witness the anti-injunction bill by which labor unions seek to tie the hands of our courts and prevent the issue of any order to restrain the members of that trust from attacking men or destroying property. Such a bill is perhaps the most infamous insult to our courts and the common people ever laid before Congress, and the Representatives in Congress must be held to a strict accountability for their acts relating thereto. But when bills come before Congress that are drawn in the interest of all the people they should receive the active personal support of the people and the representatives be instructed by the citizens. The Senators also should be written to and instructed. If, therefore, you will remember your privilege and duty you will at once—now—write to your Congressman and Senator on this pure food bill. Clip and enclose the copy herewith presented and ask them to make a business of following it through the committee considering it. Urge its being brought to a vote and requesting that they vote for it.

Some oppressively intelligent and carping critic may say this is simply an advertisement for Postum and Grape-Nuts. It is true that these articles are spoken of here in a public manner, but they are used as illustrations of a manufacturer seeking by example, printing on each pkg. a truthful, exact statement of ingredients, to shame other makers into doing the fair thing by the common people, and establishing an era of pure food, but that procedure has not yet forced those who adulterate and deceive to change their methods, hence this effort to arouse public sentiment and show a way out of the present condition of fraud, deceit and harm.

The undersigned is paying to the publishers of America about $20,000.00 to print this announcement in practically all of the great papers and magazines, in the conduct of what he chooses to term "an educational campaign," esteemed to be of greater direct value to the people than the establishment of many libraries. That is held to be a worthy method of using money for the public good. Tell the people facts, show them a way to help themselves and rely upon them to act intelligently and effectively.

The reader will be freely forgiven if he entirely forgets the reference to Postum and Grape-Nuts, if he will but join the pure food movement and do things.

C. W. POST.

TEXT OF PURE FOOD BILL.

If it meets approval cut it out, sign name and address and send to your representative in congress. Buy two or more publications from which you cut this. Keep one for reference and send the other to one of the U. S. Senators from your State. Ask one or two friends to do the same and the chances for Pure Food will be good.

A BILL

TO REQUIRE MANUFACTURERS AND SHIPPERS OF FOODS FOR INTERSTATE SHIPMENT TO LABEL SAID FOODS AND PRINT THE INGREDIENTS CONTAINED IN SUCH FOODS ON EACH PACKAGE THEREOF.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled That every person, firm or corporation engaged in the manufacture, preparation or compounding of food for human consumption, shall print in plain view on each package thereof made by or for them shipped from any State or Territory, or the District of Columbia, a complete and accurate statement of all the ingredients thereof, defined by words in common use to describe said ingredients, together with the announcement that said statement is made by the authority of, and guaranteed to be accurate by, the makers of such food, and the name and complete address of the makers shall be affixed thereto; all printed in plain type of a size not less than that known as eight point, and in the English language.

Sec. 2, That the covering of each and every package of manufactured, prepared or compounded foods shipped from any State, Territory or the District of Columbia, when the food in said package shall have been taken from a covering supplied by or for the makers and re-covered by or for the sellers, shall bear upon its face or within its enclosure an accurate copy of the statement of ingredients and name of the makers which appeared upon the package or covering of said food as supplied by or for the makers thereof, printed in like manner as the statement of the makers was printed, and such statement shall also bear the name and address of the person, firm or corporation that re-covered such food.

Sec. 3, That it shall be unlawful for any person or persons to purposely, wilfully and maliciously remove, alter, obliterate or destroy such statements of ingredients appearing on packages of food, as provided in the preceding sections, and any person or persons who shall violate this section shall be guilty of a misdemeanor, and upon conviction shall be fined not less than one hundred dollars nor more than five hundred dollars, or imprisoned not less than one month nor more than six months, or both, in the discretion of the court.

Sec. 4, That the Bureau of Chemistry of the Department of Agriculture shall procure, or cause to be procured from retail dealers, and analyze, or cause to be analyzed or examined, chemically, microscopically, or otherwise, samples of all manufactured, prepared or compounded foods offered for sale in original, unbroken packages in the District of Columbia, in any Territory, or in any State other than that in which they shall have been respectively manufactured or otherwise produced, or from a foreign country, or intended for export to a foreign country. The Secretary of Agriculture shall make necessary rules and regulations for carrying out the provisions of this Act, and is hereby authorized to employ such chemists, inspectors, clerks, laborers, and any other employees, as may be necessary to carry out the provisions of this Act and to make such publication of the results of the examinations and analysis as he may deem proper. And any manufacturer, producer or dealer who shall refuse to supply, upon application and tender and full payment of the selling price samples of such articles of food to any person duly authorized by the Secretary of Agriculture to receive the same, shall be guilty of a misdemeanor, and upon conviction shall be fined not exceeding one hundred dollars, or imprisoned not exceeding one hundred days, or both.

Sec. 5, That any person, firm or corporation who shall violate sections one and two of this Act shall be guilty of a misdemeanor, and upon conviction shall be fined not exceeding two hundred dollars for the first offense and for each subsequent offense not exceeding three hundred dollars or be imprisoned not exceeding one year, or both, in the discretion of the court.

Sec. 6, That any person, firm or corporation, who shall wilfully, purposely or maliciously change or add to the ingredients of any food, make false charges, or incorrect analysis, with the purpose of subjecting the makers of such foods to fine or imprisonment under this Act, shall be guilty of a misdemeanor and upon conviction shall be fined not exceeding one thousand dollars nor less than three hundred dollars, or imprisoned for not less than thirty days nor more than one year, or both.

Sec. 7, That it shall be the duty of every district attorney to whom the Secretary of Agriculture shall report any violation of this Act to cause proceedings to be commenced and prosecuted without delay for the fines and penalties in such case provided.

Sec. 8, That this Act shall not be construed to interfere with commerce wholly internal in any State, nor with the exercise of their police powers by the several States.

Sec. 9, That all acts or parts of acts inconsistent with this act are hereby repealed.

Sec. 10, That this Act shall be in force and effect from and after the first day of October, nineteen hundred and six.

The undersigned respectfully requests the Representatives from his district and Senators from his State to support this measure.

Signed .....City ..... State.....