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Why buy cheap, trashy presents when you can buy something that is useful. We have something suitable for every member of the family.

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We have Slippers for boys and girls, Indian Moccasins for men, women and children.

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Lewistown, - Montana.

RYAN GETS YEAR IN PENITENTIARY

Young Man Convicted of Receiving Stolen Horses From Hedican--Jury Out Several Hours--Hedican to be Sentenced Next Week.

After a trial extending over four days, and a long struggle in the jury room, the twelve men sworn to try John B. Ryan, of Gilt Edge, on the charge of receiving stolen horses from Barney Hedican, knowing them to have been stolen, found him guilty, and fixed the penalty at one year in the penitentiary. At least one novel legal proposition was developed during the trial, and upon it an appeal will be taken. This is the claim of the defense that the jury was drawn from the panel for the September term of court, while the case was actually tried during the December term.

On the first ballot the jury stood 7 for conviction and 5 for acquittal. The trial of Ryan did not begin Friday afternoon, as was expected would be the case the defense insisting that Ryan should be allowed the time prescribed by the statute before proceeding to trial.

Judge Cheadle granted the motion, but commented severely upon the action of the attorneys for the defense, after, as he said, they had agreed in the morning to waive the statutory rights and proceed in the afternoon. The case was then reset for Monday morning. When the case was at last taken up for trial, the defense put in a challenge to the regular panel of jurors, on the general ground that it was the panel for the September term of court, while, in fact, the December term was then on.

Judge Cheadle overruled the objection, and in the afternoon disposed of a challenge to the special panel in the same way. His honor reviewed the proceedings briefly, saying that on the Friday previous the defense agreed to waive time and plead not guilty. After some discussion between the court and counsel as to the setting of the case, upon the court's assurance that time would be given for procuring all the witnesses required by the defense, the case was set for trial at 2 p. m. of that day.

Regardless of the previous agreement between the court and counsel, the defense, at 2 o'clock, intruded the defendant's statutory right. The case had, however, then been set. After the agreement made might affect this somewhat novel proposition his honor was not prepared to say.

Mr. Hunton stated that it was not his understanding at all, when the matter was under discussion Friday morning, that it had been positively agreed that the trial should proceed in the afternoon. It was shown by some of the affidavits on that matter. The court: All the affidavits you could sign or get signed, could not affect my understanding of what actually occurred in my presence.

The selection of a jury was proceeded with, and the twelve men were secured, both sides, exercising challenges freely.

The attorneys finally accepted to try the case were O. W. Ellis, Frank Partridge, Ed. Foster, E. R. Thomas, C. C. Jeffrey, John W. Luton, Sam Tyler, W. A. Stingley, Sam Bowman, E. A. Long, J. L. Stuart and Fred Johnson.

As in the Hedican case, the state was represented by County Attorney Ayers and O. W. Belden, while J. C. Hunton and Worden & Scott appeared for the defense.

The trial was contested and it is safe to say that no point that could possibly count was overlooked by either side. Very little was done Tuesday owing to the absence of a material witness for the state, whose inability to appear, however, existed when the case was served. Three continuances were granted on this account, and Wednesday morning the state proceeded without the witness, an agreement having been reached as to what he would testify to. The testimony was practically the same for the state as in the Hedican case. It was shown by some witnesses that Hedican was seen driving the stolen Rooney horses to Lewistown near the middle of August; that he sold the horses to Ed. McDonald, who soon concluded that there was something wrong, and refused to accept them, and when Ryan bought the horses from Hedican, he knew perfectly well that they had been stolen.

The defense insisted that the transaction was a sale of the horses.

(Continued on Page Seven.)

DEATH OF MRS. M. STAFFORD

One of Kendall's Best Known and Most Highly Respected Women is Called.

NEW OFFICERS OF THE K. OF P.

Strike in the Big Drake Property--Personal and Business Notes.

Kendall, Dec. 13.—Ben Wiedeman, of the Gilt Edge Mercantile company store, was in town the first of the week.

The Shales bar is closed for the time being. A. J. Smith and J. H. Hendricks, the proprietors, having dissolved partnership. Mr. Smith has gone into business again with William Mader in the Rock saloon.

V. H. Mumbroe, of Wolsey, arrived in Kendall last week to reside.

A most unaccountable error crept into last week's issue of the account of a freighter named George Omar being arrested for using profane language on the street. The article read that Lyman Wilson was the man arrested, and it should have read that Lyman Wilson was the complaining witness in the case.

D. O. Holt and little daughter, Anna Leta, spent Sunday in Lewistown on business connected with the placing of the late Mrs. Holt's tomb stone.

Henry M. Rae, who returned to Gilt Edge the first of the week, was called back by phone a few days since on business connected with the big strike in the Santiago.

Judge James Z. Moore was called away during the week on business, but returned Tuesday.

Rev. Craven, the presiding elder of this district, was in town Thursday preaching that evening at the school house.

Miss Ruth Stafford, who taught the public school near the Lindsay ranch for the fall term, spent Saturday in town visiting her old time Wisconsin friend, Miss Elsie King. Miss Stafford since the close of her term has started a private school with a membership of nine pupils, using one of the upper rooms in the Lindsay home for her school room.

T. W. Humphries, the jeweler, left Friday afternoon for Lewistown, returning Saturday.

Mrs. E. P. Durnen who spent several weeks visiting friends and relatives at her old home in Winston, returned home Saturday looking and feeling fine.

Mrs. Charles Fletcher, who has been ill at her home with the grip, is slightly improved.

Mrs. A. J. Smith received sad news this week, her brother at Chicago, Ill., having died very suddenly at that place.

Born, to the wife of Oiven Tabin, Monday, December 10, a son.

About 1 o'clock that morning, "Grandma" Stafford as she was lovingly called, was in her usual health on returning Sunday evening, but about 11 o'clock that night was taken sick. A physician was called, but the end was near, and she passed away at 1 o'clock.

Mrs. Stafford was born 78 years ago in England, but early in life settled in Pennsylvania. She leaves seven children to mourn her death, three of whom were with her at the last—James M., Peter and Miss Helen, with whom she made her home.

The funeral took place in Lewistown Wednesday afternoon from the Catholic church. A short service was held at the home early Wednesday morning, the Knights of Phythias and Lady Macabees lodges attending in a body and escorting the remains to the outskirts of town. A large number of them and many other friends came down to the funeral. The floral tributes were most beautiful. Among the set pieces was an anchor of yellow chrysanthemums and asparagus ferns from the Eagles; a wreath of carnations and similar from the Knights of Phythias and an exquisite cross from the Foresters. Thus closes the life of one of God's noble women; thus ends peacefully and quietly a life of usefulness and good deeds. The sympathy of all is extended to the bereaved family at this time.

Knights of Phythias. At the last meeting of Moccasin Lodge number 41 Knights of Phythias, the following officers were elected: the ensuing term: C. C. H. A. Newman, V. C. Vance, Butler, K. R. and S. Pete Stafford; prelate, A. T. Dennis; M. A., Berry Robinson, M. of W. Lee Hilliard; M. of F. W. Evans; M. of E. R. L. Henderson; Trustees: A. B. Bernier, P. F. Scott, Lee Hilliard, L. G. W. H. Hortop; O. G., Chas. Fassel.

Mrs. Charles Parks is reported quite ill at her home this week.

The Ladies Aid met with Mrs. E. H. Campbell Friday afternoon at the usual hour. Two new members were taken into the society. It was decided to hold Christmas sale at the "So Different" building, beginning Wednesday afternoon and evening and continuing until the articles are disposed of. Refreshments of tea and cake to be served, and home-made candy on sale. There were twelve members present. The next meeting to be held two weeks hence, December 21st at the home of Mrs. Charles Sloan.

Rev. Rhoades, formerly pastor of the Methodist church at Uta, was in town Sunday, preaching at the school house both morning and evening.

The Lady Macabees will open the new Jones building with a grand opening ball and drill for which they are making extensive preparations, on the night of December 14.

Richard Doyle left for the Nevada goldfields Tuesday, much to the regret of many friends here.

Mr. and Mrs. Thomas Kane left Tuesday for Stanford, where they will reside on their ranch.

An important change in business firms took place Monday when Wood and Tongren, proprietors of the City Meat market, sold out to J. H. Seville, proprietor of the Kendall Meat market. The stock was removed at once and the shop of Mr. Seville, Mr. Tongren will return with his family to Helena as soon as he completes all his business arrangements.

Capt. A. F. Weisner and Lieut. J. D. Conrad, two members of the Sal-

vation Army, were up from Lewistown during the week soliciting aid. They held service in the school house Tuesday evening.

E. E. Sutter, the Lewistown jeweler, was up as usual on pay day.

Bert d'Autremont, of the Pad shoe store in Lewistown, made his regular pay day trip to Kendall Monday.

Jack Brice, representing the Chas. Lehman store in Lewistown, was in town as usual on pay day.

T. H. Hinds, proprietor of the Kendall Bazaar, has removed his stock across the street into the corner building where the Palace restaurant was. Mr. and Mrs. William Johnson and son left for Butte where they may remain.

Miss Clara Willis is quite ill at the Miners Union hospital for the past week, but her physician does not consider her case dangerous.

P. J. Carter and B. B. Briscoe, both of Helena, registered at the hotel Thursday.

S. W. Langdock, of Spokane, is in town this week on mining business.

E. J. McRobbie, of Chicago, arrived Friday stopping at the Shales.

E. B. Harvey, the confectioner from Lewistown, paid the camp a business visit Friday.

J. W. Ferguson, of Helena, was in town during the week on business.

Ed. Edwards, of Helena, arrived Friday, registering at the Shales.

William Robertson, of Bozeman, was a business visitor in town Friday.

Chas. Stough, of Deerfield, was in town Saturday.

J. E. Witts, of Lewistown, was up Tuesday.

J. C. Byrd, of Lewistown, was in Kendall on a brief business visit Tuesday.

J. L. Vanest, of Lewistown, came up on Tuesday's coach.

W. S. Smith visited the camp from Lewistown Tuesday.

George Wold, of Missoula, paid a visit to Kendall Tuesday.

F. Sullivan, of Lewistown, arrived in town Tuesday on business.

E. Mathias came up from Lewistown this week on business.

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James Ralston was among the pay day visitors from the county seat.

Mr. and Mrs. H. N. Clingan drove in from their ranch on the Judith Tuesday visiting with Mr. and Mrs. Archie Harrigan.

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THAT PRINTING CONTRACT AWARD

A Formal Opinion by Attorney General Albert J. Galen--Lawyers Who Have Looked Into the Subject do Not Agree With His Conclusions.

Some surprise was caused this week by the announcement of a formal opinion from Attorney General A. J. Galen in regard to the power of the board of county commissioners to award the contract for the county printing, in which it is held that the board is without such authority. When this question came up originally, a short time ago, County Attorney Ayers put in an opinion in which the same conclusion announced by Mr. Galen, was reached. The commissioners at once took the matter up with the attorney general by telephone, and that official gave an informal, off-hand opinion to the effect that the board had the authority to make the contract. Mr. Ayers later submitted his opinion to the attorney general, and the latter now sustains the local official. These opinions, of course, are purely advisory and it may be expected in passing that many lawyers of high standing disagree wholly with the attorney general. One of the most prominent members of the bar of this county, in discussing the matter says:

Board Has Authority. My judgment of the conclusions reached by the county attorney and attorney general, who hold that the board of county commissioners has exceeded its authority in letting the contract for the reason that such action is against public policy.

The judgment of the matter is that the board of county commissioners, as a legal body, has authority to enter into contracts binding the county, including the printing contract, for which the county is properly chargeable. The board as a board is a continuous body, and while the personnel of the board may be changed, the board itself, as a legal entity, does not change.

The members of the board, except when acting as a board, have no authority to make a contract binding on the county. If the board has authority to enter into a contract for the county printing in January, then the board, acting as a board, has authority to make that contract in December.

I do not see that a change in the personnel of the board can make any difference whatever in the authority of the board, since all the members have subscribed to the same oath, given the same bond and have the same authority, in law.

It is worth mentioning that in Deaverhead county, where the board of commissioners is situated just as the board in this county is, except, perhaps, that it may not be the same politically, the contract for the county printing was let this week, at the last meeting of the present board, to the Dillon Examiner, the Democratic organ.

The question submitted to Mr. Galen by County Attorney Ayers was as follows: "Can a retiring board of county commissioners enter into an agreement or contract on the eve of their getting out of office for two years' county printing, and thus bind the hands of the incoming board?"

In response to this the attorney general said: "We have made a careful investigation of the authorities upon this question, and find that practically all support the general rule, which is as follows: "The general rule is that contracts extending beyond the term of the existing board and the employment of agents or servants of the county for such period, thus tying the hands of the succeeding board, and depriving the latter of their proper powers, are void as contrary to public policy."

"There is certainly no necessity for making contracts with county printers for any great length of time. They stand upon altogether a different basis than a contract for the erection of a public building which might be entered into by the old board, and from the nature of the work, could not be completed before the expiration of the term of such board.

"Under section 1233, of the political code, which provides for the letting of contracts for county printing, the work is practically all piece work, and ordered as needed by the county, and there is no necessity whatever for entering into long contracts extending beyond the period of the term of the retiring board.

"We must hold that it is against public policy for the old board of commissioners, whose term of office is about to expire, to enter into a contract for work of the character of county printing, which will be binding upon the newly elected board of county commissioners and thereby deprive them of the discretion they are given by the law in making such contracts."

AN ATTEMPT AT SUICIDE

Mr. Crawford Takes a Dose of Strichnine, But His Life is Saved.

THE LATEST GILT EDGE NEWS

Parks Plant at the Maginnis Mine to Operate Continuously--Vance-Decker.

Gilt Edge, Dec. 14.—James Murphy who was mine foreman at Whiskey Gulch, returned from Idaho where he had been working for some time. Mr. Murphy reports lots of work in Idaho and in the various camps of Montana which he visited. He intends to go to Arizona and Nevada soon.

F. W. Anderson left last week for a few weeks' sojourn at Chico Springs. He will also visit his brother in Butte before returning to Gilt Edge.

A number of Gilt Edge people have been attending court in Lewistown this week.

John Fisher, engineer at the Maginnis mine was here this week and says that the water line of 3,000 feet to convey water to the new plant is completed and will furnish an abundance of water and Prof. Park's plant will now be in continuous operation.

F. Darcy, of Alpine, was a visitor here this week.

John Niland, of Cone Butte, was a Lewistown visitor this week. Mr. Niland contemplates a trip to Tonopah soon.

A grand masquerade ball is advertised for Christmas evening to be given at Rafter's hall under the auspices of the Judith Mountain Miners Union. The various committees will endeavor to make it a success and see that all enjoy a good time.

Dr. Lakey was called to Alpine to see a Mr. Crawford, who works for Fred France. The gentleman had been drinking freely and took a dose of strichnine. He was brought to town the next morning and is now getting along all right and will soon be around again.

Miss Ada Meyers, county superintendent of schools, was here this week and found them in good working order.

W. W. Badger, of the Gold Reef, was a business visitor to Lewistown this week.

Fred Schmidt, who was employed by the Gold Reef Mining company, left for Lewistown last week.

Perry Decker and Mrs. Clara Vance were united in the holy bonds of matrimony in Lewistown last Tuesday about noon by Rev. Martin at the Methodist parsonage. Both are well and favorably known. They returned to Gilt Edge in the evening where they were duly serenaded. Mr. and Mrs. Decker have gone to house keeping up the gulch, where they will be at home to their many friends. They have the best wishes of all for a happy and pleasant married life.

Mrs. John Sreil, N. E. Lee and F. V. Johnson, of Cone Butte, were business visitors in town Wednesday and Thursday.

Place & Harris are engaged in the coal business.

J. J. Lewis has the contract of furnishing coal to the Maginnis mine. The Georgia Troubadour gave an entertainment here two evenings last week. The last evening's performance was followed by a dance. Louis Place the lively man, being the best looking "gent" in the room was awarded the first prize.

Mrs. Owen Dunn received word that her brother James Shierman who formerly resided here met his death in Providence, R. I. Mr. Shierman was standing on the rear platform of a street car and in rounding a sharp curve he was thrown to the pavement, his skull being fractured. He had just gained possession of considerable property there and was prepared to spend his days comfortably. He leaves several relatives here.

A BEAUTIFUL SOUVENIR. Beauties of Fergus County and Lewistown Shown at a Glance.

The most beautiful and striking souvenir of Fergus County and Lewistown ever put out has just been issued by Herbert Titter, of this city. It is a handsomely bound collection of artistic views, reproduced from photos, printed by the famous Albertyne company of Brooklyn, N. Y., with a suitable introduction. There are sixteen sheets of these views, representing various sections of the great inland Empire, Kendall and Gilt Edge being given a prominent place while Malden, Yogo and other districts receive attention. It would be difficult to find a more suitable and handsome reminder of the Judith Basin than Mr. Titter's compilation of views, so artistically reproduced, and presented in such an attractive form. The cover design is especially striking, and Mr. Titter is to be congratulated upon having produced something entirely worthy of this great region. One of these souvenirs sent to relatives and friends will not only give them a good idea of this section of Montana, but give them pleasure as well. The little volume is a thing of beauty. It will be on sale at Harvey's.

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