# AGREES TO TERMS OF DEPOSITORS

## Ladd Offers a Substitute Contract—Same Conditions, but in Other Language.

## PAY SAVINGS IN TWO YEARS

**Check Deposits Over $500 in Three Years—4 Per Cent Interest—No Agreement Yet With State or Surety Company.**

A substitute agreement from W. M. Ladd, to take the place of that proposed for the depositors by District Attorney Manning, was offered to the depositors' committee yesterday, as drafted by Mr. Ladd's attorneys. The new document contains the same terms as to payment of deposits as does Mr. Manning's, but with more verbiage. It will be considered today by the committee, and probably signed before the end of the week.

Mr. Ladd guarantees payment of savings deposits, amounting to $405,000, within two years, with 4 per cent interest from the date of the receivership, November 6, thereby confirming his pledge of November 9. Other deposits amounting to $500 or less will be paid within the same time, and those amounting to more than $500 within three years, both classes of deposits with 4 per cent interest from the date of the receivership. Depositors are to have their claims certified by the receiver. The $607,000 debt of the fallen bank to Ladd & Tilton is not to be paid until all depositors have been satisfied.

As one of the conditions to the agreement, Mr. Ladd is to have the right to nominate the receiver of the fallen bank, "subject to the approval and control of the United States Court," which means that Mr. Ladd is to name his own receiver. But if Mr. Ladd judges it better to manage the bank affairs privately, he is to have the right, "with the approval of the United States Court," to have the receiver discharged.

**State and Surety Company Excepted**

The agreement expressly excepts the State of Oregon and the American Surety Company from its benefits. As yet, Mr. Ladd and the state and surety company have reached no understanding. Mr. Ladd at first desired the surety company to stand a share of the loss for which it was liable under its bond to the state, but he agreed to satisfy the surety company, as well as ordinary depositors, on "reasonable" terms. There have been numerous conferences between W. C. Bristol, attorney for the state and the surety company, and Mr. Ladd and his representatives, without result, though each side says it expects to reach an agreement with the other very soon.

The state and surety company think themselves strongly fortified, since in possession of timber land collateral for the $295,000 state money, worth perhaps more than twice the amount of the state funds. This collateral Mr. Ladd needs, as an asset of the bank, and the state and surety company are strongly entrenched in its possession. Again, the state and surety company have petitioned the Federal Court for an order to pay the $288,000 school money out of the first assets of the bank, dollar for dollar, on the ground that the money was a trust fund in the bank. Unless Mr. Ladd shall satisfy the state and surety company, his control of the receivership will be resisted.

Mr. Ladd's agreement, as submitted yesterday to the depositors, was as follows:

**Text of the Agreement.**

Whereas, On November 9, 1907, the undersigned, William M. Ladd, guaranteed the payment of the deposits of the depositors holding pass-books in the Savings Bank Department of the Title Guarantee & Trust Company, a corporation organized under the laws of the state of Oregon, within two years from the allowance of their respective claims therefor, the amount of such deposits so guaranteed aggregating about the sum of $405,000; and,

Whereas, Said William M. Ladd at this time desires to extend his said guaranty so as to embrace other depositors in said The Title Guarantee & Trust Company, as hereinafter more fully set forth:

Now, Therefore, Know All Men by These Presents, That I, the said William M. Ladd, individually, in consideration of the premises and of the sum of $1, do hereby undertake and agree with the depositors of said The Title Guarantee & Trust Company as follows:

First—I hereby affirm my said guaranty of November 9, 1907, respecting the said deposits of the depositors in the Savings Bank Department of said The Title Guarantee & Trust Company, aggregating about $405,000, as aforesaid, and do hereby guarantee to them the payment of their respective deposits within two years from the approval of their respective claims, with interest as hereinafter set forth.

Second—I hereby guarantee the payment, within two years from the date of the approval of their respective claims therefor, of the deposits of all depositors whose respective deposits amount to five hundred dollars ($500) or less, with interest as hereinafter set forth.

Third—I hereby guarantee the payment, within three years from the date of the approval of their respective claims therefor, of the deposits of the remaining depositors in said The Title Guarantee & Trust Company, with interest as hereinafter set forth.

**Claims Must Be Approved.**

Fourth—The depositors, within the time allowed by the court, are to present their claims for their respective deposits for approval and adjustment to the receiver of said The Title Guarantee & Trust Company appointed by the Circuit Court of the United States for the District of Oregon in the case of Nathan Cox vs. The Title Guarantee & Trust Company, et al., and the amount of each claim, so far as this guaranty is concerned, shall be the amount as so approved and adjusted.

Fifth—All sums paid on each of said claims of said depositors by way of dividends or otherwise from the assets of said The Title Guarantee & Trust Company or otherwise shall be credited thereon, and the amount which I am to pay hereunder to each of the depositors is the balance which may be due him on account of said deposits at the expiration of said periods of two and three years, as the case may be, which said balance is then to be paid by me in any event and regardless as to whether there shall then be any assets or as to the then condition of the assets of said The Title Guarantee & Trust Company.

Sixth—The deposits embraced within this guaranty shall draw simple interest at the rate of 4 per cent per annum from the date of the appointment of the first receiver of said The Title Guarantee & Trust Company by said Circuit Court of the United States in the suit aforesaid, such interest to be paid at the time and as a part of the final payment under this guaranty.

Seventh—Upon payment by me of any claim as herein provided, I am to succeed to and be subrogated to any and all rights which such depositor by reason of his said deposit may have against said The Title Guarantee & Trust Company and its assets as a creditor, to the extent to which I may have paid said claims otherwise than from the assets of said The Title Guarantee & Trust Company, and such claim is to be assigned to me, or to such person as I shall designate; provided, however, that I shall not be entitled to receive any dividends from or proceeds of the assets of said The Title Guarantee & Trust Company by reason of any such succession or subrogation until the deposits guaranteed hereby have been paid in full with interest as aforesaid.

**Ladd & Tilton Claim Postponed.**

Eighth—I hereby undertake that Ladd & Tilton shall be postponed as to their claim of $607,000 until all deposits herein guaranteed have been paid in full with interest as aforesaid, and until such deposits are so paid no application of any of the assets of said the Title Guarantee & Trust Company or proceeds thereof shall be made to said claim of Ladd & Tilton by way of dividends or otherwise.

Ninth—This guarantee does not relate to nor cover the claims of the State of Oregon or the American Surety Company or George A. Steel as State Treasurer of the State of Oregon for any public moneys or funds of the State of Oregon, including school moneys or funds, placed by or credited to said Steel as State Treasurer with said the Title Guarantee & Trust Company.

This guaranty is upon the following express conditions, which are a material part of the consideration for the execution of this instrument, to the end that my powers in the due and proper management of the assets and properties of said the Title Guarantee & Trust Company shall be as broad as my undertaking, as follows, to wit:

(a) Subject to the approval and control of said United States Court, I shall have the right to nominate a receiver or receivers of said the Title Guarantee & Trust Company and the receiver's attorney and their successors, and through such receivership the properties, assets, interests and rights of said company shall be managed, operated, controlled and enforced, its assets realized upon, its properties sold and disposed of and its affairs liquidated, and the proceeds of such assets applied first to the expenses of the receivership and management of said properties, assets, interests and rights, including the care and conservation thereof, and thereafter to the liquidation of the liabilities of said the Title Guarantee & Trust Company as the same may legally be entitled to participate; provided, however, that said Ladd & Tilton, upon its said claim for $607,000, and I, the said William M. Ladd, as provided in paragraphs seven and eight hereof, shall not participate in the distribution of such assets or proceeds until the deposits herein guaranteed have been paid in full, with interest, as hereinbefore set forth.

**Ladd to Direct Receivership.**

It is expressly understood that, subject to the control and approval of said court, I shall be privileged to direct the policy and management of said receivership, and that the sale and disposition of said properties and assets shall be made as speedily as the same can be done without undue sacrifice thereof, and that at periods of six months, beginning six months from this date, there shall be distributed and applied upon the obligations of said the Title Guarantee & Trust Company, as the same may be entitled thereto, the moneys realized from said properties and assets at the time on hand in the receivership available for the purpose of dividends.

(b) If in my judgment and discretion the said assets and properties can be more efficiently and economically managed and liquidated for the purposes as aforesaid under my private management and discretion and without receivership, then, with the approval of and upon terms satisfactory to said United States Court, I may have said receiver or receivers discharged and upon a full and proper accounting the receivership closed; but any management by me undertaken shall be subject to all of the conditions of this instrument for the protection of said depositors.

(c) That this guaranty shall operate as a bar against any civil proceedings at law or in equity on the part of the depositors hereby guaranteed, the effect of which will tend to obstruct the management, disposition and liquidation of said property and assets of said the Title Guarantee & Trust Company, or to embarrass me in carrying into effect the provisions of this agreement, except I shall always be liable for any violation of the terms of this instrument or any misconduct in the execution of the duties hereby assumed.

This guaranty shall be binding on my heirs and executors and administrators, and the terms "depositor" or "depositors," when used herein, shall be held to include his or their successors in interest.

In witness whereof I have hereunto set my hand and seal this ——— day of January, 1908.

WILLIAM M. LADD.

**Ladd Asks Release of Collateral.**

As the timber land collateral, held by the state and the surety company, is one of the chief assets of the Title Bank, Mr. Ladd wants it released, so that he may dispose of it for payment of depositors. The collateral, consisting of a trust deed to 13,000 acres of timber land in Benton County and a $400,000 mortgage on 9000 acres in Marion County, was assigned by the bank to the state November 2, when State Treasurer Steel demanded security for the state funds. That was four days before the failure of the bank, and it is the contention of Receiver Mears and the opinion of some of Mr. Ladd's advisers that the assignment making the state a preferred creditor over other depositors, when the bank was insolvent and tottering, will be declared illegal by the courts. This would mean that the state and the surety company would have to relinquish the collateral and fare the same as other depositors.

But if Mr. Ladd should attack the assignment of the collateral, he will have a fight on his hands. The state and the surety company will cite that the bank never was solvent and that the assignment was made four days before the failure, when the bank's officers were fully competent under the law to perform that act. It was done by the bank's officers, for the purpose also of warding off State Treasurer Steel from throwing the bank into collapse by demanding the state's money. Instead of obtaining the money, Steel obtained the collateral, and the state and surety company aver that the security is just as much the legal possession of the state as the money would have been had the bank paid it on the demand of the State Treasurer.

**Contention for State Preference.**

In another aspect, it will be urged that the state is entitled to such preference as it received from the Ross bank, because in the interest of the sovereign authority for the protection of the public money. Further, it will be urged that as Steel violated the law in not obtaining adequate security when depositing the funds, it was right and proper for him to protect the funds, even at a late hour, by obtaining the collateral.

Should the state and surety company win their contention, now before Judge Wolverton for decision next Friday, that the state school money, amounting to $288,000 was deposited by Steel as a trust fund or bailment, which the bank officers were forbidden by law to lend or invest, it will be necessary or the bank's receiver to pay back the school money, dollar for dollar. Then as to the remaining $107,000 of general fund money in the fallen bank, the state and surety company will maintain that it was not a deposit, because the bank misrepresented its finances to the state and the names of its officers, was never solvent, never was authorized by its articles of incorporation to do a general banking business—only to be a depository and trust company—and moreover accepted the state funds as an "active depository," not for commercial bank uses but for the collection of any drafts, checks, certificates of deposit and coupons that may be received by him (State Treasurer) on account of any claim due the state." It will be contended that this did not admit the relation of creditor and debtor as in ordinary deposit of money in bank.

**Fight to Assess Ladd on Stock.**

It will be seen that the state and surety company are not without legal ammunition, should they fail to reach an agreement with Mr. Ladd. And as the capital stock of the title company seems never to have been fully paid for, but to have consisted of an inflated valuation of an abstract plant and of a capitalized debt of $62,500 in 1890-91, when the company organized, and Mr. Ladd holds more than 700 of the 2500 shares, there will be a fight to assess him up to the par value of the stock, for the benefit of creditors of the bank.

Mr. Ladd's friends say that he will reach an amicable understanding with the state and surety company, and that there will be no litigation between the two parties. But it seems certain that the state and surety company will not release the collateral until Mr. Ladd shall have rendered them full satisfaction.

# FOUR TITLE BANK OFFICERS INDICTED

## Ross, Burkhart, Aitchison and Hill Taken Before Court on Felony Charges.

## RELEASED ON $56,000 BAIL

**Accused Bankers Waive Entering of Pleas and Are Allowed One Week to Consider — Courtroom Is Crowded With Spectators.**

Indictment by the District Attorney on four felony charges and arraignment in the State Circuit Court was the summary action taken yesterday against the officers of the wrecked Title Guarantee & Trust Company.

J. Thorburn Ross, T. T. Burkhart, John E. Aitchison and George H. Hill were each made the subject of four informations. When arraigned they waived the entering of pleas and were held under bond. Ross and Burkhart were held under $20,000 each, while bail of Aitchison and Hill was fixed at $8000 each. District Attorney Manning asked for a much heavier bond, demanding that Ross and Burkhart be required to furnish a total sum of $75,000 each, while Hill and Aitchison be compelled to deposit $20,000 each. The amounts suggested were cut down by Judge Cleland.

The suddenness with which the informations were put through and the arraignments proceeded with occasioned much surprise. Evidently the principals were not prepared for such speedy action and they experienced some little inconvenience locating bondsmen after the arraignment had been completed. In declining to plead they said, through their counsel, that no time had been allowed in which to become familiar with the text of the informations as submitted by Mr. Manning. They asked for several weeks in which to consider a plea. Mr. Manning objected to this and thought two days would suffice. Judge Cleland allowed the accused men a week in which to make out their pleas.

**Offenses Named in Indictments.**

The first charge upon which an information was returned was that of unlawfully receiving deposits in a bank, knowing same to be insolvent. This charge is provided for under the new banking law. The complainant was C. E. Ehman, who deposited $550 in the Title Guarantee & Trust Company on October 28, when the institution was already in the financial breakers.

The second charge, as well as the third and fourth, was that of larceny. According to the informations the first of three crimes of larceny was committed by neglecting and refusing to pay, upon demand, money belonging to the State of Oregon. The second theft was alleged to have consisted in conversion by the accused of state money to their own uses, to the extent of $327,352.10, and the last theft was defined as the loaning, for interest, of money belonging to the state.

The four informations are the fruits of an investigation which District Attorney Manning has been conducting for several weeks past into the affairs of the Title Guarantee & Trust Company. Each information is signed by George Black and J. W. Ferguson, who have been going over the Trust Company's books and papers.

In indicting the four officers and directors of the defunct institution, Mr. Manning sat as a grand jury, as he is authorized to do in the absence of a regular body. The only witnesses examined in preparing the informations were Messrs. Black and Ferguson, except in the case where Ehman is complainant. The two experts were formally examined at Mr. Manning's office yesterday forenoon, preliminary to issuance of the informations.

**Accused Appear in Court.**

The accused men were promptly notified of what action had been taken and were directed to appear in the State Circuit Court at 2 P. M. It was decided to arraign them at once. Some 35 informations were at hand involving all manner of petty criminal cases but the newest informations were given right of way and a few minutes after 2 o'clock all parties concerned were in Judge Cleland's division of the court ready for further procedure.

Although there had been little opportunity for word of the intended arraignment to become widely known, there was a gathering at hand which completely swamped the courtroom. Depositors of the lamented institution, idly curious persons, attaches of the courthouse staff and many who were interested in the arraignment of petty offenders jammed the place.

When order was called, Mr. Manning announced the nature of the business at hand. At this time Mr. Ross was the only representative of the indicted four inside the railing. Messrs. Burkhart, Aitchison and Hill were sitting in the background among the spectators. Judge Cleland directed that they step forward and stand during the reading of the informations. The delinquents wormed their way forward and formed in a line before the bench.

Messrs. Ross, Burkhart and Aitchison stood close together in a crescent formation, while Mr. Hill stood well apart. All were dressed with severe plainness and there was nothing in their outward appearance to distinguish them from the throng of men kept in check by Sheriff Stevens nearby while awaiting arraignment of relatively insignificant charges.

**No Bail for Petty Criminal.**

One venerable appearing fellow of 65 standing close to the restraining arm of a Deputy Sheriff was more expensively clothed and possibly in appearance was more of the banker type. He was accused of having taken $25 with which to pay his board bill. He did not need any time to decide about whether to plead guilty or not guilty. He said at once that he was innocent. There was no such thing as bail for him, because he couldn't furnish a dollar. He entered his plea and was planted unceremoniously back in the County Jail.

Mr. Manning read the four informations, occupying some 15 minutes, while everyone listened intently. Even the irrepressible Mrs. Woodcock left off for the time in her arduous endeavor to present Mr. Manning with a large purple chrysanthemum.

The informations bristled with harsh words. Take, steal and carry away, appropriate to his own use, feloniously make away with — the documents were not different in form from those that greeted the hordes of petty defendants who stood awaiting their turn. Mr. Ross stood through the reading with his eyes on the court, serious and impassive. He did not shift or move once. Mr. Burkhart looked out the window with fine nonchalance and seemed vastly bored. Mr. Aitchison was more expressive and as some such term as "did steal" would fall from the District Attorney's lips, Mr. Aitchison would invariably sneer disdainfully. Mr. Hill, standing apart, semed very much worried and humiliated by the procedure.

**Pleas Waived by Counsel.**

The reading completed, Judge Cleland asked what pleas he should enter. Lawyers Simon, McCamant and Carey were not prepared to enter any plea. They needed time in which to inform themselves properly of the nature of the charges and suggested several weeks. Mr. Manning was up at once to protest against delay, whereupon the court said it was customary to allow time for considering a plea. He gave the defendants a week.

The matter of bonds was then taken up. In reading the four informations, Mr. Manning suggested bonds in each instance. On the charge of unlawfully receiving deposits in an insolvent bank he suggested that Ross and Burkhart put up $10,000 each and the others $5000. For neglecting and refusing to pay on demand money belonging to the state, he suggested $25,000 be asked of Ross and Burkhart, and $5000 of the other two. Similar bail was suggested on the second larceny charge, that of converting state money to their own uses. On the fourth charge, that of loaning state money, $15,000 was suggested for the president and treasurer and $2500 for the other two. Judge Cleland made a uniform rate of bail in each instance, requiring $5000 from the first two and $2000 from Hill and Aitchison. The court held that new bonds would have to be prepared and new bondsmen accepted.

Attorney Simon at once secured blanks and began the filling out of the forms, only to be interrupted by Judge Cleland, who said he could not delay other arraignments for this matter. He suggested that the party seek another room, and those interested repaired to the library, ignoring the big gilt legend on the door, "For Members Multnomah Bar Association Only."

The work of preparing bonds required over an hour, together with the presence of eight bondsmen. Bonds had to be made out for each individual and to cover each separate charge, therefore 16 blanks had to be filled out. Those appearing as bondsmen were L. R. Ferbrasche, F. B. Waite, E. A. Sessions, W. B. Wakeman, Edward Holman, J. G. Mack, J. H. Peterson and A. A. Lindsley.

Mr. Manning objected to Mr. Ferbrache as a bondsman, citing that his property might not be sufficient to hold. The bondsmen then rated his holdings at $150,000 and his liabilities at half the amount. Mr. Manning renewed his objection, which was overruled by the court, and the bonds were allowed to stand as signed.

**Language of Informations.**

The first information presented before the court specifies that the offense of receiving money in an insolvent bank occurred October 28, 1907. The information recites that "the defendants did then and there wilfully, unlawfully and feloniously accept and receive a certain sum of money, towit, $550, from one C. E. Ehman, and at the time said deposit was made the said Title Guarantee & Trust Company was insolvent; and that they, the said defendants, then and there well knew that said Title Guarantee & Trust Company was insolvent contrary to the statutes in such cases made and provided and against the peace and dignity of the State of Oregon."

The information relating to the loaning of state money has this to say: "That the said defendants received $10,500 money belonging to the State of Oregon, for the said state, from George A. Steel, who was then and there the duly elected and acting Treasurer of the State of Oregon * * * which money then and there belonged to the 'irreducible school fund,' to the 'agricultural fund' and to the 'university fund' of the said state; and the said defendants did then and there wilfully, unlawfully, feloniously and knowingly loan the said money at interest to one M. B. Rankin; the said defendants then and there well knowing that the money so loaned as aforesaid was the property of the State of Oregon, and then and there took, stole and carried away and loaned the said money."

The third information relates to the conversion of $327,352 to private uses. This money belonged to the three funds enumerated in the preceding information. It is set out simply that the four accused, as officers and directors of the Title Guarantee & Trust Company, feloniously appropriated this money to their own uses. In the information concerning refusal to return state money it is alleged that the sum of $288,426.87 belonging to the funds already enumerated, was deposited in the bank by State Treasurer Steel and that the defendants unlawfully and feloniously neglected and refused to pay this money on demand.

**Public Buildings for Oregon Cities.**

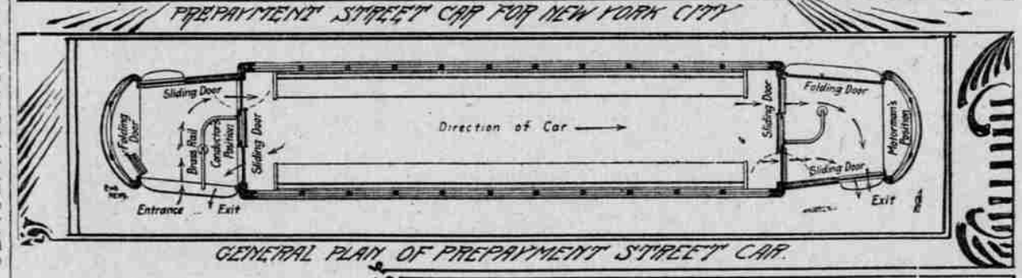
OREGONIAN NEWS BUREAU, Washington, Jan. 6.—Congressman Hawley today introduced the following bills:

To appropriate $125,000 for a public building at Roseburg for the postoffice, Land Office, Forestry and Weather Bureau purposes.

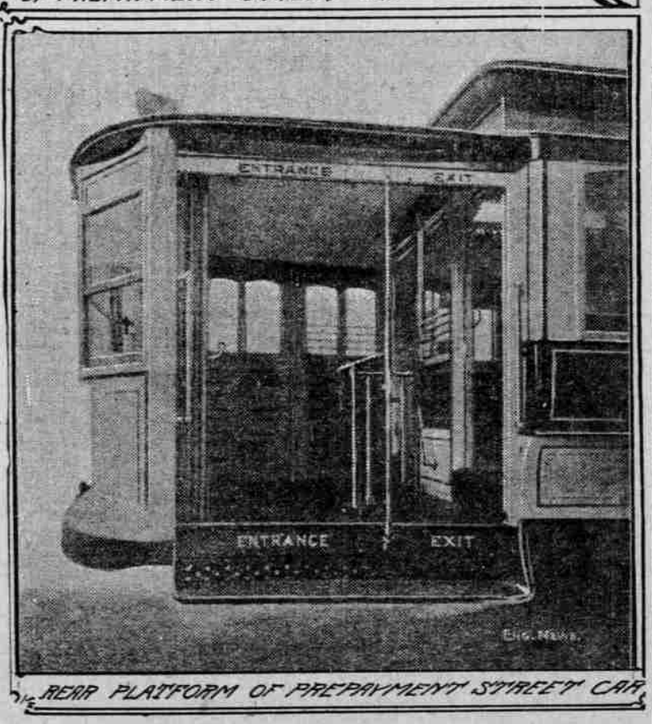
To appropriate $100,000 for a postoffice building at Albany.

## PHOTOGRAPHS AND DIAGRAM ILLUSTRATING THE "PAY AS YOU ENTER" STREETCARS

PREPAYMENT STREET CAR FOR NEW YORK CITY




GENERAL PLAN OF PREPAYMENT STREET CAR.




REAR PLATFORM OF PREPAYMENT STREET CAR

Chicago and New York traction companies will put "pay-as-you-enter" cars in service on the street railway lines in both cities in March. The new type has made such a favorable impression in Montreal, where it has been in use for some time, that other cities will experiment with it. President Josselyn, of the Portland Railway, Light & Power Company, is investigating the merits of the new car and it is likely he will put some of the cars of this type in commission here to determine how well adapted they are to the needs of the local service.

Several engineering papers are enthusiastic champions of the new system of handling passengers by traction companies and advocate the use of the "pay-as-you-enter" car in all American cities. The platforms on these cars are unusually long and will contain 20 passengers. When passengers are aboard the car it is started and the conductor takes fares as they enter the door into the car. It is proposed in order to get the best results with the new car that the traction companies make arrangements for the purchase of tickets so that the conductor will not be required to make change but will be able to give his whole time to running the car.

# NAMING NEW BOARD

## Merged Banks Ask Clarke to Be Director.

## THREE OTHERS SELECTED

**No Opposition Now in Evidence to Plan of Reorganization and Institution May Be Open for Business January 15.**

Louis G. Clarke, president of the drug firm of Woodard, Clarke & Co., it is understood, has been offered a position as director in the new German-American Bank, which will take over the assets of the closed Oregon Trust & Savings Bank and assume the liabilities of that institution. Mr. Clarke has the matter under consideration and it is regarded as likely that he will accept. Those who have the naming of the directorate consider him a strong man for the position and are hopeful that he will see his way clear to act. The only other directors so far chosen definitely are S. G. Reed, Thomas C. Devlin and Joseph M. Healy.

Louis J. Wilde is standing by the merger proposition, the action of the depositors at the Sunday meeting having assured him that the plan of absorption of the Oregon Trust & Savings Bank by the German-American Bank meets with their approval.

"There appears to be nothing in the way of the success of the reorganization plan," Mr. Wilde said yesterday. "The remaining details are in a fair way toward a satisfactory settlement and I have no doubt that everyone will be satisfied."

The statement has been made that S. A. Reed, cashier of the German-American Bank, will be a director in the merged bank. This is not correct. Mr. Reed is treasurer of the Home Telephone Company and does not desire a position on the directorate of the new bank.

An expert accountant was put to work yesterday on the books of the German-American, to ascertain the exact status of the institution, preparatory to its being merged with the Oregon Trust. A similar statement will be prepared from the books of the latter bank, in order to show the exact condition of both institutions. This statement will be complete and detailed and will show to the satisfaction of everyone the condition of the closed bank. Full publicity, says Receiver Devlin, will be given this statement when complete. Rigid examinations of the Oregon Trust have already been made by those who are active in the reorganization movement, but that now being made will be final and will be used in the statement to the court which will accompany the petition for two years' time in which to meet all claims against the new institution.

It is believed that the doors of the Oregon Trust will swing open again for business, under the name of the German-American Bank, not later than January 15. It is believed this will be possible provided the required court order is secured promptly, and it is thought this will be forthcoming.

President Reed and Receiver Devlin were very busy yesterday arranging details preliminary to the completion of the merger and were holding conferences during the day on matters that remain to be settled. The selection of directors is one of the chief matters still pending.

F. J. McHenry, who insisted at last Sunday's meeting of the depositors that they should be represented on the directorate, wants it understood that he is not an element of discord in the reorganization, but he still maintains that at least one director should be chosen who will be directly responsible to the depositors in the closed bank. However, he states that he is in hearty accord with the plan of reorganization as the best means of pulling the defunct bank out of the mire and starting it on its way again.


## EVERY ARTICLE REDUCED

Men's extra-fine blue serge Suits $12.50. They are made from extra fine quality pure wool serge and no store in Portland has ever sold them at less than $20. In addition to this any Cravenette Coat will now be sold at half price.

BROWNSVILLE WOOLEN MILL STORE,
Third and Stark Street.


**Dies When Fortune Awaits Her.**

NEW ORLEANS, La., Jan. 6.—When a fortune of $50,000 was almost within her grasp, Mrs. Mary O'Keefe, 60 years old, a habitual drunkard, who has been sent to prison more than 100 times, died yesterday in a squalid room above a saloon. Mrs. Ellen O'Keefe, a sister, who would have shared partly in the legacy, went to a pauper's grave five years ago. Judge William J. Stuart, of the Superior Court of Grand Rapids, Mich., wired the police that search had been made for nine years for the O'Keefe sisters. An uncle, Michael O'Keefe, left his entire estate to the women and the money is still held in trust at Grand Rapids.


## Meat-Eating

suits some people.

Others do better on well-cooked cereals.

For real power of mind and body—for a clear brain and a steady, enduring nervous system—there is

No Food for Man

that equals

## Grape-Nuts

"There's a Reason"

Read "The Road to Wellville" in pkgs.


# REMEDY SAID TO BE FINE

**EVERYBODY SHOULD KNOW OF THIS PRESCRIPTION.**

**Home-Made Mixture Acts on Kidneys and Bladder—Should Be Given a Trial.**

Cut this out and put in some safe place, for it is valuable and worth more than anything else in the world if you should have an attack of rheumatism or bladder trouble or any derangement of the kidneys whatever.

The prescription is simple, and can be made up by any one at home. The ingredients can be had at any good prescription pharmacy and all that is necessary is to shake them well in a bottle.

Here it is: Fluid extract dandelion, one-half ounce; compound Kargon, one ounce; compound syrup of sarsaparilla, three ounces.

Take a teaspoonful after each meal and at bedtime. A few doses is said to relieve almost any case of bladder trouble, frequent urination, pain and scalding, weakness and backache, pain above the kidneys, etc. It is now claimed to be the method of curing chronic rheumatism, because of its direct and positive action upon the eliminative tissues of the kidneys. It cleanses these sponge-like organs and gives them life and power to sift and strain the poisonous waste matter and uric acid from the blood, relieving the worst forms of rheumatism and kidney and bladder troubles. The extract dandelion acts upon the stomach and liver and is used also extensively for relieving constipation and indigestion. Compound sarsaparilla cleans and enriches the blood.

A well-known local druggist is authority that this prescription is safe to use at any time.

# CLUB AIDS KINDERGARTEN

**Cash Gift Will Enable Work at Brooklyn to Continue.**

The kindergarten department of the Brooklyn school supported and conducted through the efforts of the Mothers' and Teachers' Club, yesterday received a gift of $50 cash from the Portland Women's Club to assist in maintaining the work. The Portland Women's Club, in December, passed a resolution indorsing the work of the Mothers' and Teachers' Club and appropriated $50 to aid the department. Mrs. Jennie C. Pritchard, chairman of the committee on education, accompanied by Mrs. Sarah Evans and Mrs. Stratton, yesterday presented the contribution, which was received by Miss A. L. Dimick, the principal.

Among the other contributors are Mrs. H. W. Corbett, Mrs. Minnie R. Trumbull, Mrs. E. C. Chapman, Mrs. Lee Coffman and McAllen & McDonnell. The contributions will make it possible to continue the kindergarten department during the closing term. To conduct a kindergarten department has not been easy, but it has been done successfully and is considered an object lesson of what may be done along that line by those who favor making it a regular branch of the public school system.


KISER CALENDARS 10c UP.
Halfprice while last. 248 Alder.

Spectacles $1.00 at Metzger's.

## Habitual Constipation

May be permanently overcome by proper personal efforts with the assistance of the one truly beneficial laxative remedy, Syrup of Figs and Elixir of Senna which enables one to form regular habits daily so that assistance to nature may be gradually dispensed with when no longer needed as the best of remedies, when required, are to assist nature and not to supplant the natural functions, which must depend ultimately upon proper nourishment, proper efforts, and right living generally.

To get its beneficial effects, always buy the genuine

Syrup of Figs and Elixir of Senna manufactured by the
CALIFORNIA FIG SYRUP CO. ONLY
SOLD BY ALL LEADING DRUGGISTS
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The Well-Known Reliable
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A SURE CANCER CURE
Just Received from Peking, China—Safe, Sure and Reliable. IF YOU ARE AFFLICTED, DON'T DELAY. DELAYS ARE DANGEROUS. If you cannot call, write for symptom blank and circular. Inclose 4 cents in stamps. CONSULTATION FREE.
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Please Mention This Paper.

## Croup

When a child wakes up in the middle of the night with a severe attack of croup as frequently happens, no time should be lost in experimenting with remedies of a doubtful value. Prompt action is often necessary to save life.

## Chamberlain's Cough Remedy

has never been known to fail in any case and it has been in use for over one-third of a century. There is none better. It can be depended upon. Why experiment? It is pleasant to take and contains no harmful drug. Price, 25 cents; large size, 50 cents.

Big G is a non-poisonous remedy for Gonorrhoea, Gleet, Spermatorrhoea, Whites, unnatural discharges, or any inflammation of mucous membranes. Non-astringent. Sold by Druggists, or sent in plain wrapper, by express, prepaid, for $1.00, or 3 bottles, $2.75. Circular sent on request.