FULL TEXT OF GUARANTY TO T. G. & T. DEPOSITORS

Whereas, On November 9, 1907, the undersigned, William M. Ladd, guaranteed the payment of the deposits of the depositors holding passbooks 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 Membersum 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, William M. Ladd, individually in consideration of the premises and of the sum of one dollar, do hereby undertake and agree with the depositors of said the Title Guarantee & Trust company as follows:

Guaranty Is Affirmed.

1.—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.

2.—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.

3.—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 Title Guarantee & Trust company, with interest as hereinafter set forth.

Must Present Claims.

4.—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 Title Guarantee & Trust company appointed by the circuit court of the United States for the district of Oregon in the case of Nathan Coy 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.

5.—All sums paid on each of said claims of said depositors by way of dividends or otherwise from the assets of said 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 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 Title Guarantee & Trust company.

Interest on Deposits.

6.—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, the first payment of such interest to be made at the time and as a part of the dividend to be declared from the assets of said the Title Guarantee & Trust company 12 months from this date, as herein provided, and thereafter at annual periods at the same time and as a part of the dividends then payable hereunder. If the dividends to be declared at said periods are not sufficient to cover said interest, then I am to advance hereunder the necessary amount to pay said interest.

7.—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 shall have been paid in full with interest as aforesaid.

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.

Big Claim Sidetracked.

8. 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 Title Guarantee & Trust company or proceeds thereof shall be made to said claim of Ladd & Tilton by way of dividends or otherwise.

9. This guaranty 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 accredited to said Steel as state treasurer with said The Title Guarantee & Trust company.

This guarantee 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:

Naming of Receivers.

(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 receivers 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 distributions of such assets or proceeds until the deposits herein guaranteed have been paid in full, with interest, as hereinbefore set forth.

Full Direction of Officers.

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.

Prevention of Obstruction.

(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 Title Guarantee & Trust company, or to embarrass me in carrying into effect the provisions of this agreement, except that 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 8th day of January, 1908.

WILLIAM M. LADD. (Seal)

FINAL AGREEMENT TO LIQUIDATE BANK IS SIGNED BY LADD

William M. Ladd, the United States court agreeing, will take possession of the Title Guarantee & Trust company's interests within a few days and proceed to carry into effect his plans for the liquidation of the debts of the institution dollar for dollar, with interest at 4 per cent from the date of George H. Hill's appointment as receiver of the wrecked institution.

Yesterday afternoon final negotiations between the depositors of the institution and the representatives of Mr. Ladd were closed and the agreement between them signed by Mr. Ladd, the executive committee of the Depositors' association and the attorneys for both sides in witness.

It yet remains for Mr. Ladd and W. C. Bristol, representing the American Surety company, to sign an agreement by which Mr. Ladd is to guarantee the satisfaction of the claims held against the bank by the company. This however, it is given out, is now merely a matter of drafting the agreement and signing it, all the details of the settlement having been agreed upon.

The American Surety company will, upon the guarantee of Mr. Ladd, relinquish all collateral now held as security for the repayment or recovery of the state funds swept down in the wreck of the bank. It will also waive its preference rights of prior payment and it is possible will compromise on the payment of interest at the rate of 4 per cent instead of at 5 per cent as the surety company agreed to pay the state upon its notes.

This guarantee has not yet been drafted, but all the details have been agreed upon definitely with the one exception of the amount of interest to be paid by Mr. Ladd to the Surety company, and that is a matter about which there will be no quibbling.

In the guarantee given by Mr. Ladd to the Depositors' association, the full text of which will be found in another column, Mr. Ladd agrees to pay all claims in the savings department within two years with interest at 4 per cent. He agrees to pay all claims from the general deposits up to and including a value of $500 within two years with interest at 4 per cent. He agrees to pay all remaining sums due depositors within three years with interest at 4 per cent.

All interest is to be paid annually, the first payment to be paid as a part of the dividends to be declared 12 months from the date of the guarantee.

Mr. Ladd is to have full charge of the wrecked institution and its assets and can either operate the bank under a receiver acceptable to him or can assume the private management of the bank.

Work on the guarantee with the Surety company is now under way and will in all probability be completed and signed before the end of the week.

SOME HARD KNOCKS

Woman Gets Rid of "Coffee Heart."

The injurious action of Coffee on the heart of many persons is well known by physicians to be caused by caffeine, this is the drug found by chemists in coffee and tea.

A woman suffered a long time with severe heart trouble and finally her doctor told her she must give up coffee, as that was the principal cause of the trouble. She writes:

"My heart was so weak it could not do its work properly. My husband would sometimes have to carry me from the table, and it would seem that I would never breathe again.

"The doctor told me that coffee was causing the weakness of my heart. He said I must stop it, but it seemed I could not give it up until I was down in bed with nervous prostration.

"For 11 weeks I lay there and suffered. Finally husband brought home some Postum and I quit coffee and started new and right. Slowly I got well. Now I do not have any headaches, nor those spells with weak heart. We know it is Postum that helped me. The doctor said the other day, 'I never thought you would be what you are.' I used to weigh 92 pounds and now I weigh 153.

"Postum has done much for me and I would not go back to coffee again for any money, for I believe it would kill me if I kept at it. Postum must be well boiled like the directions on package. Say, then it has a rich flavor and with cream is fine." Name given by the Postum Co., Battle Creek, Mich. Read "The Road to Wellville," found in packages. "There's a Reason."

BICKERS APPOINTED PROBATION OFFICER

(Special Dispatch to The Journal.)

Pendleton, Or., Jan. 9.—A juvenile court has been inaugurated in Pendleton. At the first session of the court County Judge Gilliland has appointed H. E. Bickers as chief probation officer, while Professor J. S. Landers, Mrs. James A. Fee and Mrs. C. F. Colesworthy were appointed as deputy probation officers.

Willie Ruepert was the first to be committed to the reform school through this court.

College Heads Confer.

(United Press Leased Wire.)

Jacksonville, Ill., Jan. 9.—The Association of Methodist College Principals of the United States, of which Chancellor Day of Syracuse university is president, met for its anr al session today at the Woman's college in this city. The attendance includes the principals of nearly all the universities, colleges and academies of the Methodist church throughout the country.

HEINZE LOSES STOCK IN MERCANTILE BANK

Copper King Unable to Raise Million Dollars Due Gould Party.

(United Press Leased Wire.)

New York, Jan. 9.—Unable to meet payments due on his stock in the institution today, F. Augustus Heinze lost control of the Mercantile National bank, the conduct of which as its president had brought about his arraignment in the United States circuit court earlier in the day on charges of overcertification.

One year ago Heinze bought a controlling interest from the Goulds, with whom he pledged his holdings as security for his promise to pay for them in full within one year. This loan of $1,200,000 was due today to Edwin Gould and Willie Nelson Cromwell, who was a member of the Gould party in the bank before the Mercantile was added to the Heinze-Morse-Thomas chain of financial houses. Up to the last moment allowed him, Heinze struggled to meet his obligations.

The Heinze stock in the Mercantile National bank has been acquired by Mr. Gould in a satisfactory arrangement. Heinze was given every possible chance to pay for the stock.

EDNA GOODRICH TEARS SUMMONS

Actress Who Introduced Thaw to Evelyn May Be Fined for Contempt.

(United Press Leased Wire.)

New York, Jan. 9.—Shortly after the Thaw trial resumed this morning Frank Manning, an insurance broker, qualified as the tenth tentative juror.

There is a strong likelihood that Edna Goodrich, the actress who introduced Harry Thaw to Evelyn Nesbit, will be held for contempt—that is, if the story that reached Justice Dowling today is true. According to the story, Edna was sitting in the audience of the grand opera house last night when she was served with a subpoena taken out by Attorney Littleton. The man who served the writ reported today that she tore it in halves and threw it into the street, declaring she would pay no attention to it.

The jury box has been filled again, with half the number subject to peremptory challenge. John Dehant, an architect, was chosen as the twelfth juror.

The prosecution challenged jurors 7, 10 and 11 and the defense 8, 9 and 12, leaving only six of the original in the box.

Lincoln A. Stuart, a bank teller, was accepted as the tentative seventh juror.

Matthias B. Wells, superintendent of a construction company, was selected as juror number eight.

Tomorrow, Friday, will positively be the last day for discount on west side gas bills. Portland Gas Co.

EXPLOSION WRECKS PASADENA FIRE HOUSE

Steam Generator Blows Up and Puts Villa Street Department Out.

(United Press Leased Wire.)

Pasadena, Cal., Jan. 9.—An explosion of a steam generator in the Villa street fire house today wrecked the generating plant, blew out the gratings, the entrance and wall and pillar supports and broke every window in the house.

The horses in their stalls on the floor above were thrown by the force of the explosion and the firemen narrowly escaped with their lives. One of the firemen had left the generator a moment before it blew up and had just gotten into safety when the explosion wrecked the firehouse.

A heavy oak grating weighing half a ton and situated 50 feet from the steam boilers of the generating machine was blown up 25 feet and its descent jammed into the exit blocking the apparatus and putting the department practically out of commission. The debris will be cleared by night.

HELLO MANAGERS HOLD TALKFEST

The annual meeting of the Oregon Independent Telephone association, made up of managers and officers of independent telephone companies throughout the state, is being held today in the offices of the Home Telephone company. This evening there will be a banquet.

Robert Tucker of Portland, is president of the association. Among those in attendance are S. B. Hughes of Forest Grove, vice-president; P. L. Brown, Silverton, secretary, and C. C. Craig, manager of the Northwestern Long Distance Telephone company.

About 40 members are in attendance from all parts of the state.

PILES Quickly Cured

Pyramid Pile Cure Positive Marvel of Quick Curing Power. Send for a Free Trial Package Today.

We want every man and woman suffering from the excruciating torture of piles to just send their name and address to us and get by return mail a free trial package of the most effective and positive cure ever known for this disease, Pyramid Pile Cure.

As an example, Emma Bodenhamer of Bedford, Indiana, was in constant pile-agony for 23 years. Three 50-cent boxes of Pyramid Pile Cure cured her.

The way to prove what this great remedy will do in your own case, is to just send your name and address to us and you will get by return mail a free trial treatment of Pyramid Pile Cure.

Then after you have proven to yourself what it can do, you will go to the druggist and get a 50-cent box.

Don't undergo an operation. Operations are rarely a success and often lead to terrible consequences. Pyramid Pile Cure reduces all inflammation, makes congestion, irritation, itching, sores and ulcers disappear—and the piles simply quit.

Send your name and address today for this free trial treatment to Pyramid Drug Co., 137 Pyramid Bldg., Marshall, Michigan.

On sale at all drug stores at 50 cents a box.

Cures Woman's Weaknesses.

We refer to that boon to weak, nervous, suffering women known as Dr. Pierce's Favorite Prescription.

Dr John Fyfe one of the Editorial Staff of THE ECLECTIC MEDICAL REVIEW says of Unicorn root (*Helonias Dioica*) which is one of the chief ingredients of the "Favorite Prescription":

"A remedy which invariably acts as a uterine invigorator * * * makes for normal activity of the entire reproductive system." He continues "In Helonias we have a medicament which more fully answers the above purposes *than any other drug with which I am acquainted.* In the treatment of diseases peculiar to women it is seldom that a case is seen which does not present some indication for this remedial agent." Dr. Fyfe further says: "The following are among the leading indications for Helonias (Unicorn root). Pain or aching in the back, with leucorrhœa; atonic (weak) conditions of the reproductive organs of women, mental depression and irritability associated with chronic diseases of the reproductive organs of women; constant sensation of heat in the region of the kidneys; menorrhagia (flooding), due to a weakened condition of the reproductive system; amenorrhœa suppressed or absent monthly periods, arising from or accompanying an abnormal condition of the digestive organs and anæmic (thin blood) habit; dragging sensations in the extreme lower part of the abdomen."

If more or less of the above symptoms are present, no invalid woman can do better than take Dr. Pierce's Favorite Prescription, one of the leading ingredients of which is Unicorn root, or Helonias, and the medical properties of which it most faithfully represents.

Of Golden Seal root, another prominent ingredient of "Favorite Prescription," Prof. Finley Elling wood, M. D., of Bennett Medical College, Chicago, says:

"It is an important remedy in disorders of the womb. In all catarrhal conditions * * * and general enfeeblement, it is useful."

Prof. John M. Scudder, M. D., late of Cincinnati, says of Golden Seal root:

"In relation to its general effects on the system, *there is no medicine in use about which there is such general unanimity of opinion.* It is *universally* regarded as *the* tonic useful in all debilitated states."

Prof. R. Bartholow, M. D., of Jefferson Medical College, says of Golden Seal:

"Valuable in uterine hemorrhage, menorrhagia (flooding) and congestive dysmenorrhœa (painful menstruation)."

Dr. Pierce's Favorite Prescription faithfully represents all the above named ingredients and cures the diseases for which they are recommended.

WINNIFRED KELLY WAS ANGRY AT HER MOTHER

Girl Who Ran Away From Eugene Is Induced to Return Home by Father.

(Special Dispatch to The Journal.)

Albany, Or., Jan. 9.—Winnifred Kelly of Eugene said she left her home in that city on account of being angry with her mother and had determined to run away.

She came to Albany and registered at the Russ house, where she was found by the officers. She was induced to go to the home of Hon. F. J. Miller and spend the night. Her father came on the morning train and will take the truant girl back this noon.

Tomorrow, Friday, will positively be the last day for discount on west side gas bills. Portland Gas Co.

Inspect Rosenthal's shoe store windows and get busy.

Never Before

Did Any Portland Tailor Offer Such An EXTRA SPECIAL as This—

Regular $25 to $28 fabrics—the choicest suitings any man was ever invited to inspect at these figures—made to measure—the customary Columbia high standard of excellence—a perfect fit—superior style, for

$22.50

AND AN EXTRA PAIR OF TROUSERS

FREE!

Think of it! Made-to-measure—regular $25 to $28 woolens—extra trousers free—all for $22.50! No wonder we are doing a record business! Are you willing to investigate?—That's all we ask.

Columbia Woolen Mills Tailors

GRANT PHEGLEY, Man.
ELKS BUILDING
SEVENTH AND STARK

C. P. MAY TAKE GREAT WESTERN

New Route Planned by Canadian Pacific in Event Deal Goes Through.

(United Press Leased Wire.)

Winnipeg, Manitoba, Jan. 9.—It is reported in financial circles today that the Canadian Pacific railroad has contemplated plans to take over the Chicago & Great Western railroad, which went into the hands of a receiver yesterday.

If the plan is carried out the Canadian Pacific will enter Chicago from the east over the Pere Marquette road and leave for St. Paul over the tracks of the Great Western, thence to the coast over the Soo Line.

MORMONISM DROPPED BY IDAHO DEMOCRATS

First Harmonious Meeting in Six Years Held by Party at Boise.

(Special Dispatch to The Journal.)

Boise, Ida., Jan. 9.—For the first time in six years the Democrats of Idaho had a harmonious meeting in the celebration of Jackson day last night, and an effort is being made to heal the breach caused by the attitude of the party on the Mormon issue.

Mormonism was not mentioned at the meeting last night, which was addressed by Former Senator Dubois and other prominent Democrats from all over the state.

Indications are that the Mormon issue will be dropped or at least forced to the background during the coming campaign.

There is a movement on foot to send former President Grover Cleveland to Denver next summer as one of the delegates-at-large from New Jersey to the Democratic national convention. Robert Davis, a prominent Democratic leader, heads the movement.

SPECIAL REDUCTIONS

Men's Clothing Shirts and Neckwear

SHIRT SPECIAL

Manhattan, Cluett and Wilson Bros. new fall patterns in stiff bosom shirts, coat and other styles, separate and attached cuffs—regular $1.50 value. **$1.10**

NECKWEAR SPECIAL

All this season's newest patterns and designs in elegant Neckwear.

50c Ties ..... **35¢**
$1.00 Ties ..... **75¢**
$1.50 Ties **$1.00**
$2.00 and $3.50 Ties **$1.50**

BENJAMIN'S SUITS AND OVERCOATS

$20 Benjamin Suits and Overcoats **$15.00**
$25 Benjamin Suits and Overcoats **$18.75**
$30 Benjamin Suits and Overcoats **$22.50**
$35 Benjamin Suits and Overcoats **$26.25**
$40 Benjamin Suits and Overcoats **$30.00**

The above reduction includes our entire line of suits in fancy cheviot, cassimere and worsted materials.

Buffum-Pendleton

311 Morrison St., Opp. Postoffice

KUBELIK AND THE PIANOLA

This great artist, who appears at the Heilig tonight, is another of the great host of world-famous musical authorities who expresses his indorsement of the Pianola in the most enthusiastic manner.

"I have seen all the different piano attachments, but the Pianola is the only one which could be considered seriously, for it is the only one which is musical or artistic."

—Jan Kubelik.

The sales of the Pianola, greatly exceed those of all other piano-players combined. Because of the Pianola's equipment with vital and exclusive devices, such as Themodist and Metrostyle, it has secured the indorsement of practically every great musician. This verdict is again expressed by the great public in the immense and rapidly-augmenting volume of the sales of the Pianola, and it stamps the Pianola today as unquestionably the standard piano-player of the world.

ALL MUSIC-LOVERS WHO ARE INTERESTED IN THE PLAYER-PIANO QUESTION ARE INVITED TO BE PRESENT AT

OUR SIXTH CONCERT TOMORROW NIGHT TO BE HELD IN OUR RECITAL HALL

MME. MAY DEARBORN-SCHWAB, Soloist

Specially selected program of choicest songs and instrumental selections.

This musicale will afford a most enjoyable evening.

You and your friends are welcome, but you must secure tickets beforehand.

To avoid overcrowding, no more tickets than seating capacity of the hall are issued.

Call at our store as soon as possible before Friday evening for complimentary tickets.

GENUINE PIANOLA PIANOS AND THE PIANOLA CANNOT BE BOUGHT IN ANY OTHER ESTABLISHMENT THAN

The House of Highest Quality — Eilers Piano House, dispensers of pianoreliability — Biggest, Busiest and Best

353 WASHINGTON STREET, CORNER PARK
SAN FRANCISCO, OAKLAND, SEATTLE, TACOMA, SPOKANE, BOISE & OTHER CITIES.