THE DAILY RECORD-UNION.

THURSDAY..............MARCH 17, 1881

ADVERTISEMENT MENTION.

Metropolitan Theater — Capital Theater Company—Saturday.
Sacramento Commandery this evening.
Wanted—A good milliner—Mechanics' Store.

Auction Sale.

D. J. Simmons—Sale of hotel furniture.

Business Advertisements.

Bristol's Sarsaparilla and Pills.
J. O. Hector—Billiards, cigars, wines and liquors.
Dr. Price's Baking Powder—Adams, McNeill & Co.
Ames, Earle & Co.—The plumbers—Lamps, etc.
Pacific Bank, San Francisco—Commissioners' report.
Carl Strobel—Restaurant for sale.
Lindley & Co.—Soap by the carload.
Hare & Mood—Dentists, 605 J street.
Star Mills and Malt House—Neubourg & Lages.

LOCAL INTELLIGENCE.

CAPITOL NOTES.

In the Secretary of State's office yesterday there were filed articles of incorporation of the Los Angeles Telephone Company. Directors—G. L. Stewart, E. F. Spence, J. C. Sherer, W. Pridham, William J. Hamilton; capital stock, $10,000, in $20 shares; actually subscribed, $3,000....First Unitarian Church of Oakland. Trustees—W. C. Bartlett, F. W. Tompkins, J. W. Maskie, George E. Grant, E. W. Buck, C. R. Lewis, Carroll Cook, Ed. E. Potter, Joshua Barker, Charles H. Redington, Chas. N. Fox.

In a conversation with Governor Perkins yesterday with regard to the expected extra session of the Legislature, reference was had to several recent publications made concerning the Governor's intentions in that regard. The Governor gave his hearers to understand that a good deal was stated concerning the affairs of his office in that respect, which had not proceeded from him or his Secretaries, and that in short, more seemed to be known on the outside relative to the matter than was known in his own office. Relative to the article published in the San Francisco *Examiner* purporting to be a detailed account of an interview between himself and Assemblyman Mudgett, the Governor stated that the conversation with that gentleman did not occur in a saloon, but in the executive office, and that he does not go into saloons to talk over affairs of State, and is not accustomed to visit saloons in Sacramento. While he did tell Mr. Mudgett that he would be in time if he arrived back here by April 4th, he did so in a manner very different from that indicated in the account referred to. The Governor is overwhelmed with applications to include this, that, and the other matter in his proclamation for the extra session, and should he accede to a tithe of the petitions so made, there would be texts for a legislative session for the rest of the year. The Governor was yesterday waited upon by a delegation of local-option advocates, and he compliments the body for the modesty and manliness with which it presented a request to have local-option subjects included in the proclamation, in case the Executive concluded to embrace in the call any other than the subjects of appropriations for Government expenses, apportionment and consideration of proposed constitutional amendments.

THE LANDES TRIAL.—The testimony for the prosecution in the bigamy case was concluded at 2 P. M. yesterday, and the hearing of testimony for the defense was proceeded with. No new evidence was given, except that of Mrs. George E. Landes (Hack). She admitted that about three days before the shooting affair at defendant's school in Yolo county a letter came addressed to George E. Landes from Sacramento, which she received and opened. It proved to be from Mrs. Finn (Landes), and was signed "Your loving Julia;" that she did not then know who Julia was and could not now recollect the contents of the letter; that she went crying to a lady friend about it, and talked it over; that she de e mined to go to Sacramento and ascertain who wrote such a letter to her husband; that she went to the school-house where Mr. Landes was, and told him she was going to Sacramento to unravel the matter; that he wanted to see the letter but she would not let him, but subsequently she showed it to him, and the matter was settled between them and the reconciliation sealed by her holding the letter up and he setting it on fire with a match. One of the letters in evidence, dated August 9, 1880, purporting to be from defendant and addressed to Julia, was shown to witness. She claimed that he could not have written the letter, as they (witness and defendant) were together all of that day, with perhaps the exception of twenty or thirty minutes; also that they had no envelopes nor paper, and that he had no opportunity to write such a communication. At 5 o'clock P. M. the Court was adjourned until 10 A. M. to-day.

POLICE COURT.—In this Court W. H. Wilson was tried and found guilty of vagrancy by a jury, and will appear for judgment to-day. The case of battery against same person was dismissed, on account of absence of prosecuting witness in the Hospital, without prospects of being able to appear against him. In the case of James McMahon, arrested for battery, the complaining witness, Ned Conway, was charged with the costs and imprisoned twenty-four hours for refusing to testify before the Court in the case. McMahon was dismissed. Eugene Dewey was held to answer for grand larceny; bail, $2,000. Frank Meagher, for embezzlement and battery, was granted a continuance until to-day, and A. Sememenza, for receiving stolen goods, was granted until the 25th. Adjourned.

BOARD OF EDUCATION.—The City Board of Education met last evening, and granted to all city teachers certificates as required under the new law. There were nearly sixty of these certificates, and all but five were of the first grade—the five being second grade. The Board then entered upon the rules and regulations of the department. Recently the Board adopted a volume of rules and regulations, and had several hundred copies printed. It has been found necessary to revise the entire work, and the whole will have to be reprinted. Upon this work of revision the Board last evening labored long and earnestly. It will probably require several sessions of the Board to complete the very tiresome and difficult task.

AUCTION SALE.—D. J. Simmons will sell on the 23d and 24th instants all the hotel furniture, bar fixtures, etc., of the Chicago Hotel, located on J street, between Third and Fourth, being the contents of twenty-five nicely-furnished rooms. They comprise bed-room sets and bedding of all descriptions, chairs, tables, painted and black walnut sets, parlor set, carpets, oil cloths, curtains, etc. Also one large bar mirror, 100 dining-room chairs, 50 silver-plated casters, crockery, glassware and everything contained in the above hotel, and which is nearly new. The house will be open for inspection on Tuesday.

ST. PATRICK'S DAY.—This is St. Patrick's Day, and it is to be observed by the celebration of high mass at St. Rose's Church at 10:30 this morning. A sermon will be preached and music will be given by a select choir. The ladies will open a festival in the evening at 7 o'clock at the Pavilion. The main hall will be finely decorated, the floor canvassed and a full band of music in attendance. It is requested that those who are to give donations for the supper send the same to the Pavilion.

FREIGHT MOVEMENTS. — There were received in this city yesterday car-loads of freight as follows: Four car-loads of coal, 1 of iron, 2 of oil, 1 of candles, 1 of wheels, 1 of oranges, 2 of wheat, 1 of wood, 1 of lumber, 4 of merchandise, 1 of hardware, 1 of vegetables and 1 of hides. There were shipped to the East from this point 17 car-loads of barley, 1 of wine, 1 of salmon, 3 of beans, 1 of wool, 1 of hops and 1 of merchandise.

THE RAINFALL.—The rainfall, as shown by measurements made by S. H. Gerrish, for Monday and Tuesday nights, amounted to .437 of an inch, making a total of .807 of an inch for the month thus far, and 23 83 inches for the season. The rainfall to corresponding date in 1880 was 9 882 inches; in 1879, 12 399 inches; in 1878, 20.055 inches; in 1877, 7.930 inches; in 1876, 24 360 inches.

FESTIVAL AT ROCKLIN.—St. Patrick's day will be celebrated at Rocklin with a festival in aid of the new Catholic Church about to be constructed at that place.

CHILDREN'S pique sun hats and bonnets, handsomely braided, white and colored. Fancy Goods Department, Mechanics' Store.*

BOYS' CLOTHING of all styles. Clothing Department, Mechanics' Store. *

ONE HUNDRED CASES full-stock kip boots. Every pair warranted, $3 50 per pair. Red House. *

GET one of our Caspian straw hats, only 75 cents, at the Red House. *

IMPORTANT DECISION.

THE NEW CONSTITUTION AND PRE-EXISTING MORTGAGE CONTRACTS.

The Party Required to Pay the Taxes Upon the Amount Due Under Such Mortgages.

An interesting and important decision was yesterday rendered in the Superior Court by Judge Denson. The decision will be of general interest, as it is believed to be the first one rendered in the State in relation to the effect of the new Constitution upon mortgages given prior to its adoption, as to the party who shall pay the taxes upon such mortgage. This is the subject directly considered and decided below, while two or three other points of interest are also included.

The case was as follows: Upon the 17th of July, 1878, E. M. Skaggs gave his note to Robert Anderson for $10,000, and secured it by a mortgage on the property at the southeast corner of Seventh and K streets in this city. The mortgage contained a clause providing that in case the mortgagor failed to pay the taxes upon the property the mortgagee might do so, and the amount so paid should be covered and secured by the mortgage. The mortgage was subsequently assigned by Anderson to Wm. Beckman. Last year the mortgage was assessed, as provided by the new Constitution, to the holder thereof, for the full value—$10,000—and the property was assessed to the mortgagor for its value, less the amount of the mortgage. Beckman paid the tax assessed upon the mortgage, and also that assessed against the land, as the mortgagor failed to do so. The mortgage not being paid when due, Beckman brought the present suit to foreclose. The defendant conceded the obligation to pay the taxes assessed on the residuary part above the mortgage, but refused to repay the taxes assessed against the mortgage itself. The plaintiff claimed the right to recover this part also, upon the ground that the effect of the new Constitution would otherwise be to shift the burden from the mortgagor to the mortgagee, and make him actually pay the taxes upon the land itself, or a portion thereof, and that the Constitution must be so construed as not to impair the obligations of a pre-existing contract. The following is the

OPINION OF THE COURT.

Wm. Beckman vs. E. M. Skaggs and W. T. Wilson and Wife.—In this case the facts were substantially agreed upon at the trial, so there is but little controversy except upon questions of law involved.

The action was brought to foreclose a mortgage executed in favor of one Robert Anderson, and by him assigned to plaintiff, who is now the holder and owner thereof. The debt secured by the mortgage was past due when the action was commenced, and there was no valid or legally binding extension of time for payment, even if defendants' theory of the transaction be assumed. Plaintiff had the right to commence the action when he did so. The debt was due, and if plaintiff promised to wait a day or two for payment there is no pretense of any consideration for such promise.

Suit was commenced on the 22d day of January, A. D. 1881, and summons served on the 24th day of the same month. On the 26th of said month the defendant Wilson tendered to the plaintiff the sum of $9,750, in United States gold coin, as a payment in full of the debt, with interest, and all payments lawfully made for taxes and insurance, and an attorney's fee for the foreclosure suit. Plaintiff refused to accept said sum, and said defendant then deposited said money in the bank of D. O. Mills & Co., in his own name, but with instructions to pay it to plaintiff if he would accept the same. On the first day of February, A. D. 1881, said defendant filed his answer herein and drew said money out of said bank, and deposited the same with the clerk of this Court; and he now claims that by making such tender the debt was extinguished, and plaintiff cannot recover any costs incurred since the making of such tender. Plaintiff replies to this upon two grounds: First, that after suit brought the law does not recognize a tender as affecting the litigation—an offer of judgment for a certain and sufficient sum and costs being the only means by which a defendant can stop the accumulation of costs; and, second, that the amount tendered was insufficient. The second objection need not be considered here, as the first is, in my judgment, well taken. The theory of the law is that when a party institutes legal proceedings he is entitled to have not only his due, but also a judicial statement of the matter in suit. A tender of a sum of money out of Court does not amount to a judicial determination and settlement of the questions in litigation, but the defendant has the right to stop the accumulation of costs by tendering, not the money, but an offer to allow judgment to be taken for all to which plaintiff is entitled. He did not do this, and I hold that his tender avails him nothing.

THE IMPORTANT QUESTION.

The principal matter of litigation, however, is as to the amount which plaintiff is entitled to recover judgment for herein. The following items are conceded or well established:

Principal and interest on note to January 26th	$9,309 25
Insurance paid October 1, 1880, and interest to January 26th	24 24
Insurance paid December 16, 1880, and interest to January 26th	10 37
State and county taxes paid December 18, 1880, and interest to January 26th	51 21
Insurance paid December 20, 1880, and interest to January 26th	92 16

Plaintiff also claims the sum of $135, actually paid by him for State and county taxes levied and assessed against the mortgage debt in suit for 1880, and paid by him in December. The mortgage in suit contains the following provisions: "And it is hereby agreed that it shall be lawful for the said mortgagee, his successors or assigns, to pay and discharge at maturity all taxes or assessments, liens or other incumbrances now subsisting or hereafter to be laid or imposed upon said lot of land and premises, and which may be in effect a charge thereupon. * * * And that the mortgagor will, on demand, repay to the mortgagee in gold coin all sums which may have been paid by the mortgagee to discharge any tax, assessment or other lien on said premises * * * and that this mortgage shall stand as security for the repayment to the mortgagee of all sums which he shall have paid for any of the purposes aforesaid." These are the only provisions of the mortgage affecting the question now under consideration. The mortgage was executed July 17, 1878, before the adoption of the present Constitution, and at a time when such securities were not liable to taxation.

Section 4 of Article XIII., of the Constitution adopted in 1879, among other things, says: "A mortgage, deed of trust, contract or other obligation by which a debt is secured shall, for the purposes of assessment and taxation, be deemed and treated as an interest in the property affected thereby. Except as to railroad and other quasi public corporations, in case of debts so secured, the value of property affected by such mortgage, deed of trust, contract or obligation, less the value of such security, shall be assessed and taxed to the owner of the property, and the value of such security shall be assessed and taxed to the owner thereof, in the county, city or district in which the property affected thereby is situate."

ASSESSMENT UNDER THIS PROVISION.

This provision of the Constitution is carried into effect by the amendment of Section 3627 of the Political Code, which is virtually an enactment in statutory form of the above quoted constitutional provision.

Under this statute the Assessor of Sacramento county in the year 1880 assessed to the mortgagee the mortgage in suit at the face value thereof; and to the mortgagor or his vendee the land at the cash value thereof, after deducting the amount of the mortgage. The tax upon the mortgage for State and county purposes was $135, and upon the mortgaged property was $49 50, which two sums were paid by the plaintiff as the assignee of the mortgage. There is no question raised as to the tax upon the land, but defendants resist the payment of the $135 paid as taxes upon the mortgage.

It may be laid down as an incontrovertible proposition, and without argument, that no statute law or State Constitution can impair the obligations of contracts, because prohibited by Section 10 of Article I. of the Constitution of the United States, and this, whether attempted by direct or indirect means. (Cummings vs. Missouri, 4 Wall., 325; Henderson vs. Mayor, etc., 2 Otto., 268).

Under the Constitution in force when this contract of mortgage was made the mortgagee was not bound to pay this tax of $135, but under the Constitution adopted since the contract was made it is a legal tax. If by the terms of the contract made between the parties the mortgagor had agreed to pay all taxes assessed against the mortgage debt, the subsequent adoption of a new Constitution would not and could not change the terms of that agreement. The mortgagor does not in this case contract to pay or repay taxes assessed against the debt secured by the mortgage, but only "taxes ** imposed upon said lot of land and premises and which may be in effect a charge thereupon."

Plaintiff's counsel very ingeniously, and with some force, argues that since the new Constitution makes the mortgage an interest in the land, and relieves the owner from assessment and taxation to the extent of the value of the mortgage, the direct result is to compel the mortgagee to pay the tax upon the land itself; and that under his contract he can recover back the amount so paid.

WHAT IS MEANT BY THE CONSTITUTION?

Just what the members of the Constitutional Convention meant by declaring mortgages to be an interest in the land mortgaged, for the purposes of assessment and taxation, it is difficult to say. Plaintiff here claims that the effect of such declaration is to divide the ownership of the land, so that the mortgagor and mortgagee shall be deemed the owners of separate titles to the land in proportion to each other as the amount secured by the mortgage is in proportion to the value of the entire estate. But I am inclined to take a different view. In my judgment this declaration simply goes to the extent of attaching the mortgage debt to the land for the purpose of fastening a lien thereon for the tax upon the mortgage debt. This view is carried out by other provisions, by which either party is authorized to pay the tax upon the land or upon the mortgage debt, and if the tax upon the land be paid by the mortgagee he may charge it up, and collect it as part of the sum secured by his mortgage; and if the tax upon the mortgage debt be paid by the mortgagor, he may charge the amount as so much paid upon his debt.

The manifest intention of the Convention was to frame a Constitution that would compel the payment of taxes upon secured debts; that is, to make taxable that which was before not taxable. The effect of the provisions of the Constitution was the creation, for purposes of revenue, of a new species of property, and the exception, in part, of certain other property from taxation.

It will also be observed that it is not the mortgage interest in the land which is to be assessed and taxed, but the "value of the mortgage, trust deed, contract," etc.

Again, in this State a mortgage is not, for general purposes, an interest in, or title to the land mortgaged, but is a mere incident to the indebtedness, and affects the land only to the extent of subjecting it to a lien for the payment of the indebtedness secured.

This is the sole and entire effect of the constitutional provision making a mortgage an interest in real estate for the purposes of revenue, and means no more than if the clause had read, "Mortgages shall be liable to assessment at their value for taxation, and the tax assessed thereon shall constitute a lien against the mortgaged property."

EFFECT PRODUCED BY IT.

But it is said the effect produced by this construction will be to lift a portion of the burden from one of the contracting parties and place it upon the shoulders of the other, and at a cursory glance it seems to be so. This, however, is not the correct view. The new Constitution amounted to an entire revision of the fundamental law of the State. It made certain property liable to taxation which before had been exempt, and exempted property which before had been liable. Growing crops, for instance, were formerly liable to taxation, but are by this instrument exempted, while choses in action were formerly exempted and are now liable. It was not the intention of the framers of the Constitution to take the burden from the mortgagor and put it upon the mortgagee, but to make the mortgagee's previously exempt property liable to taxation, and while the mortgagor's burden is *pro tanto* lightened, the Constitution does not in intention or in fact impair the obligations of the contract between the parties. At the time the security was given, mortgages being unassessable, the parties did not evidently consider the possibility of taxes being laid thereon, and made no contract in relation thereto; but they knew at the time that the land would be assessed and taxed, and since the mortgagor might neglect to pay his taxes, and thereby endanger the security, the mortgagee exacted a clause permitting him to pay taxes and tack the amounts paid to his principal debt, and hold the land for the whole.

DEDUCTION AND CONCLUSION.

Suppose the new Constitution had made all the provisions above quoted, except the one exempting the mortgaged land in part from assessment and taxation. Then the land would have been assessable at its full value, and the mortgage debt at is full value, the whole being a lien against the land. In that case it could hardly be claimed that the tax upon the value of the secured indebtedness was a tax upon the land; and if not in that case, the mere exemption of a part of the value of the land from taxation cannot be considered as changing the tax laid upon the mortgage from a tax upon his money loaned to a tax upon the land to which he looks for security.

My conclusion is that the $135 paid by plaintiff for taxes upon the mortgage debt was not a tax upon or against the land within the meaning of the contract between the parties, and cannot be recovered back from the defendant.

The only remaining question is as to the amount to be allowed plaintiff for an attorney's fee for foreclosing the mortgage. A majority of the witnesses examined fixed the amount of a reasonable charge at five per cent. of the amount found due, but some thought a somewhat smaller sum sufficient. In my judgment, from the evidence, the sum of $400 is reasonable, and the fee will be fixed at that figure.

Counsel will prepare and submit findings and judgment in accordance with the views herein expressed. S. C. DENSON, Judge.

MR. BUSH'S NEW PICTURE.—Norton Bush, artist, yesterday opened his studio for the exhibition of his latest and what may be justly termed his best work. The painting will be on exhibition, by general desire, to-day from 10 A. M. to 4 P. M., and the public is privileged to view the artist's work, by his courtesy. The painting is entitled "Under the Equator." It is a composition. The mountains in the right of the background are studies from nature, however. The foliage and water in the center foreground form a composition representative of tropical scenery. It is intended, however, to be very characteristic in its aerial effects, distances, perspective, lights and shadows, of tropical scenery. The most celebrated of paintings of tropic scenery is Church's "Heart of the Andes." It is well known to be a composition. It is considered a great triumph of landscape art. Its truthfulness relates to realistic art as the highest order of fiction relates to real life. In Mr. Bush's composition this element is fully justified. While this is Mr. Bush's best work in tropic effects, its finest quality is found in the ease, or repose, of its perspective. As to its coloring, it is gorgeous, almost florid, but it is free from criticism on this point because it is a tropic view. The highest merit in the picture is found in the very successful attempt to portray atmospheric coloring. For instance, there is a rose-tint over the mountains in the left background—on the obverse slope of the range—which rises to the highest realm of art. It is a pervading color in the mist, or haze, and is exquisite in the extreme. Could all the other elements of the work be held up to that level, it would make the painter and his painting at once famous. It is a picture in which Mr. Bush may take just pride and that will occupy a high place among art works.

SPECIAL COUNSEL.—An informal meeting was held at the Capital Hotel last evening by Supervisors J. W. Wilson, Samuel Blair, E. Christy and S. W. Butler, of this county, and Supervisors J. B. Russell and E. J. Sparks, of Placer county, also T. J. Nichols, County Clerk of Placer, and District Attorney Buckley, in relation to the pending suits of C. P. Huntington to restrain Tax Collectors from collecting the taxes assessed by the State Board of Equalization against the property of the Railroad Company. The object of the meeting was to take into consideration the proposition submitted by the convention of District Attorneys recently held at San Francisco, for the employment of special counsel, on the part of the counties, at an expense of $10,000, to be paid by the several counties jointly. It was decided not to accept the proposition, but to rely upon the Attorney-General and such counsel as he may select to aid him.

THE FERN BREAK.—The Trustees of Levee District No. 1 met last evening at Mesick's office to examine the bids for closing the Fern-levee break below the city. Action was finally postponed until 9 o'clock this morning, when another meeting will be held at Mr. Mesick's office, and the bids will be opened. Bidders will be required to file guarantee checks of $500 before the bids will be considered.

HELD TO ANSWER.—Eugene Dewey, the third one of the three who were arrested as connected with the robbery of a man on Second street some time since of $16, was yesterday examined in the Police Court and held to answer, with bail fixed at $2,000. De Costa was previously found guilty and fined, and Baldwin, the other confederate, is now serving out a term in the County Jail.

TAKEN TO FOLSOM.—Deputy Sheriff Chambers yesterday took to Folsom C. W. Brown and H. S. Burnett, who were sentenced the day previous to two years each in State Prison.

RECEIVED TO-DAY!—Gents' fine opera dress boots, hand-sewed, only $5 50, at the Red House. *

LADIES', misses' and children's sandals—the latest styles and low prices, at Red House.*

INFANTS' OUTFITS, complete. Fancy Goods Department, Mechanics' Store. *

LADIES' EXTRA LARGE CORSETS!—Fancy Goods Department, Mechanics' Store. *

METROPOLITAN THEATER.

The Capital Theater Company appeared at the Metropolitan yesterday afternoon and last evening. At night there was a very large audience, and the venture of the management proved to be a financial success—more than that, it was a successful entertainment. The programme was chaste, varied and entertaining. The company gave a performance in many respects on a level with those of the usual variety troupes, and very much better than many which have mulcted the public in damages to patience, and likewise to pocket, to the tune of $1 per head. A farce opened the programme, followed by clever songs by Nera Vernon, admirable plantation sketches and some marvelous acrobatic exercises, coupled with song and dance, by J. Cummings and Geo. A. Dingle, two first-class eccentric minstrel performers; song and dance by little Flora Walsh, formerly of Kennedy's Pinafore troupe; eccentric Irish character act of extravagant humor by Finnerty and McDonald; song and dance by Lulu Seftin of mediocre character, and song and dance by Sadie Irwin, of fair, but not striking merit. Then came a melo-drama, in three acts, by Thomas W. Bree, entitled "Carrots, or the Child of the Wilderness." It is a play with its scenes located in the back-woods, and replete with frontier sensationalism. Some of its situations are very striking; some parts of its plot strangely incongruous and unreal, but in the main it is a play after the order of "Kit" and like frontier sketches, quite on a level with a majority of them, and with fully as many good tableaux and situations as some of the best. As to the acting, the company surprised the auditors. Considering that the troupe is a variety combination, and that it was nervous under the fire of a first appearance on legitimate boards and the scrutiny of an audience undecided at first whether to be friendly or not, the members of the company did remarkably well. The Carrie of Miss Vernon was a good piece of acting, and deserving of honest recognition, while the Logan of Geo. Mason, whose line is usually negro minstrelsy, was a bit of acting which does him much credit, and indicates ability, under application, for still better things. The performance, as a whole, won the audience, and brought the company much applause and warm commendation. If this does not turn its head it may do better still. It is by no means, as yet, a dramatic company, but it is capable of good things, and by severe discipline and modest effort, it may rival many more pretentious organizations. The management announces another performance for Saturday afternoon and evening, with a change of programme and Mr. Bree's drama of "Rose, or Deadwood's Pet."

LOCAL NOTES.

A gentleman in the city who claims to have been swindled through high-colored representations at a recent auction sale, asserts that the terrific norther the present week was only a determined effort on the part of nature to see if it could out blow that auctioneer.

James Hoke, who resides a few miles from Folsom, was recently kicked in the face by a horse, the blow breaking his nose and otherwise seriously lacerating his face.

The Bank Commissioners' report upon the Pacific Bank of San Francisco is published in another column this morning.

Eighty-five immigrant passengers, including 75 males, will arrive from the East by overland this afternoon.

PERSONAL.—Bank Commissioners White and Coleman passed through yesterday to Red Bluff for the purpose of examining the banks of that place. Warren Dutton, President of the State Board of Equalization, is in the city. Alessandro Gavazzi, the ex-monk and ex-priest and evangelist, passed through to San Francisco yesterday from the East. He comes as the deputy of the Free Italian Church. He is accompanied by Rev. Dr. J. B. Thompson, of Catskill, N. Y. They will return East after a short visit to this coast.

AN APPARITION.—The Folsom *Telegraph* mentions a strange scene which some parties claim to have recently witnessed in the prison grounds at that place, which was nothing less than an apparition of a headless man. If the parties who saw it had had their wits about them they would have "put a head on him."

TRANSFERS OF REAL ESTATE.

Filed March 15th.

Wm. M. Lyon, executor, to Mrs. Kate C. Trowbridge, March 9, 1881, for $1,250—Lots 1, 2, 3 and 4, between G and H, Twenty-fifth and Twenty sixth streets, Sacramento.

Wm. M. Lyon, executor, to James S. Trowbridge, March 9, 1881, for $650—Lots 3 and 4, G and H, Twenty-fourth and Twenty fifth streets, Sacramento.

Capital Savings Bank to Aaron H. Powers, March 14, 1881, for $2,000—The north quarter of lot 5, and the east 45 feet of the north 40 feet of lot 6, between P and Q, Sixth and Seventh streets, Sacramento.

S. S. Baldwin, executor of Mary Shaw, deceased, to R. Parrier, March 12, 1881, for $1,025—The south half of the south half of lot 5, between K and L, Second and Third streets, Sacramento.

Filed March 16th.

D. W. and Ellen M. Martz to Edward Breining, March 16, 1881, for $1,100—The north half of east half of lot 1, between M and N, Seventeenth and Eighteenth streets, Sacramento.

Jeremiah Bearn, referee, to Mary Runyon, February 28, 1881, grant—Portions of sections 4, 5, 8 and 9, in township 5 north, range 4 east, containing 348.52 acres.

Albert A. Weber to Randolph Iten, March 16, 1881, for $150—Lot 3, between R and S, Twenty-seventh and Twenty-eighth streets, Sacramento.

John Hector to Wm. C. Oliver, March 14, 1881, grant—The south 36 feet of north 60 feet of lot 8, between J and K, Tenth and Eleventh streets, Sacramento.

THE COURTS.

SUPERIOR COURT.

CLARK, Judge.

WEDNESDAY, March 16th.

The People vs. Ah Gee, information for felony—Case continued for the session.

Hans Wulf vs. his Creditors—Sheriff appointed assignee.

The People vs. George E. Landes, information for bigamy—On trial. Testimony for the People closed. Motion for dismissal of case overruled. Testimony for defense commenced.

TO-DAY'S CALENDAR.

The People vs. George E. Landes—On trial.
The People vs. Ah Fong.

A YOUNG HERO.—Under the kitchen of Wm. O'Donnell's house, in the town of Grass Valley, is a well over 30 feet deep. A trap-door in the floor leads to the well. Friday evening a little son of O'Donnell stepped on the door, when it gave way and he fell in. The *Union* gives this account of what followed: An elder brother, aged about 15 years, who was present, at once jumped into the well to effect a rescue, and, reaching the child, together they were drawn toward the surface by two men handling the well-rope; but just before reaching the top the small boy who was holding by the rope fell back to the bottom of the well. The brother again descended, and upon a second trial both reached the surface safely; but by this time the youngest was so far gone from strangulation by the water that he was thought to be dead, but after great exertion by rubbing and other restoratives he was restored to life and consciousness. The heroism and promptness of young O'Donnell in going to the rescue of his brother alone saved the life of the child.—[Nevada Transcript, March 15th.

HOW HE WORKED IT.—The other day when a man rang the door-bell at Garfield's house, James opened it and said, "I'll put your name on the list and give your case my attention, but there are over sixty applicants ahead of you." And the man replied, "Well, then, I presume there isn't much show for me, but I'll pay as much as any of 'em." "Sir, do you think I sell offices?" "Darn it, no; I want to buy your hogs." "And you don't want an office?" "No; I'm not an Ohio man at all?" And that man was invited in and asked if nothing would induce him to accept a seat in the Cabinet or a foreign mission or some splendid position, within the President's gift, and his refusal drove Mr. Garfield nearly wild, and he will appoint the man to some office, anyhow. That man knew how to work it.—[Boston Post.

As a Boston lady was alighting from an open street-car her dress caught upon a bolt under the seat, and she was thrown down and dragged a short distance. She sued the company for $2,000 damages, but the Middlesex County Superior Court held that the company was not responsible for any possible accident from a bolt so situated, and gave a verdict for the defendant.

LADIES', misses' and children's muslin underwear. Mechanics' Store. *

BOYS' blouse tweed suits, from 4 to 10 years, $4 75. Mechanics' Store. *

GENTS' light-weight, stiff brim, fur hats, in all shades, at the Red House. *

FOR WHOOPING COUGH.—Nothing equals Chesley's Rock and Rye. *

CASES OF DRY GOODS opened yesterday at the Red House. *

WASHINGTON.

LAST NIGHT'S DISPATCHES TO THE RECORD-UNION.

ACTION OF SENATOR MAHONE.

His Course Indorsed by His Virginia Constituents.

THE PROSPECTS OF AN EXTRA SESSION.

Decision in the Mint Commission "Free Lunch" Case.

NOMINATIONS BY THE PRESIDENT.

Senator Bayard Averse to Prohibitory Legislation.

Etc..................Etc..................Etc.

WASHINGTON, March 16th.—A delegation of employes in the Eastern navy yards, representing also (by proxy) the Mare Island working force, called on Secretary Hunt to-day, and asked him to rescind the order of his predecessor, Secretary Thompson, making a day's labor from March to September consist of ten hours. They argued that this order was a violation of the eight-hour law. Secretary Hunt replied that he would not feel warranted in rescinding it without taking time for careful consideration, and the delegation will to-morrow make a similar appeal to President Garfield.

Senator Mahone, in an interview to-day, said he had received yesterday and to-day at least 500 letters from Virginia, conclusively showing that the Readjuster Democrats of Virginia approved his course in the Senate, and that the straight-out Republican opposition to them is constantly diminishing in numbers and influence, and he is therefore more than ever confident of gaining control of the State in the coming election, and has to-day issued a call for the Central Committee of the Readjusters to meet on the 23d instant and make preparations for a State Convention in May, when he proposes to make a determined contest with the Democrats, not only on the debt question, but also, as he puts it, "for free speech, free ballot, universal education and general liberation."

The nomination of B. J. Watson as Naval Officer at San Francisco, which was sent to the Senate to-day, is at the instance of strong recommendations from California in his favor, backed by the argument that as the present incumbent has had the position for eight years, his term being about to expire, it is time for the principle of rotation in office to operate. Watson, like Waite, whom he will succeed, is a resident of Nevada county.

OFFICERS OF THE SENATE.

WASHINGTON, March 16th.—The Republican caucus, in session this afternoon, took up the question of the election of officers for the Senate. The report is that Mahone will be allowed to name either the Secretary or Sergeant-at-Arms, whichever he chooses. Gorham appears to have a certainty of the Secretaryship, and French, the former Republican Sergeant-at-Arms, is a candidate for that place. The indications are that Mahone will name some Virginia Readjuster for Sergeant-at-Arms. On Monday night Senator Mahone was kept up until 2 o'clock receiving congratulatory telegrams from all parts of the country.

THE DEMOCRATS AND THE SENATE COMMITTEE.

WASHINGTON, March 16th.—The Democratic Caucus Committee have changed the Democratic membership of the Senate committees from the majority to the minority by dropping, as a general rule, the fifth name from each committee as held by Pendleton. They drop Grover from the Finance Committee and retain McPherson however, so the committee stands Bayard, Voorhees, Beck and McPherson for the Democrats.

BAYARD AND PROHIBITION.

WASHINGTON, March 16th. — Senator Bayard has written a letter to the Delaware Legislature, advising against any prohibitory legislation on the ground that it is antagonistic to the Democracy, which permits a man to eat and drink according to his own inclinations.

SENATE PROCEEDINGS.

WASHINGTON, March 16th.—West's motion requesting the President to give the Senate the correspondence and documents between the United States and Mexico during 1858 and 1861, relative to the treaty between the two Governments, was adopted.

A motion to adjourn was lost by 35 to 28—Mahone not voting. He voted for an executive session, but the motion was lost—34 to 32.

After more dilatory motions, Beck said that as the Republicans had the President and House they might as well have the Senate, and take all the responsibility for bad and credit for the good work. He did not wish to hold on to a few privileges, and moved to adjourn.

Agreed to, and the Senate adjourned.

THE MINT COMMISSION LUNCH CASE.

WASHINGTON, March 16th.—In the matter of the United States Mint Assay Commission lunch case, the First Controller of the Treasury maintains, first, the reasonably necessary expenses of the Assay Commission may properly be paid from the appropriation for incidental and contingent expenses of the Philadelphia Mint; second, if the work of the Commission can be facilitated by furnishing lunches and meals at the Mint, they may be paid for from said fund; third, wines and liquors for personal use as a beverage of members of the Commission, are not such articles of necessity as to make the cost of them a proper charge; fourth, the expenses of the dinner given as a treat, or mere act of hospitality, cannot properly be paid for from the fund.

THE JEANNETTE SEARCH EXPEDITION.

WASHINGTON, March 16th.—The detail of officers and men for the Jeannette search expedition will not be made for several days. It is generally believed that Lieutenant G. A. Berry, U. S. N., will command the expedition.

THE DISTRICT OF COLUMBIA MARSHALSHIP.

WASHINGTON, March 16th.—It is understood that the President will reappoint Fred. Douglas Marshal of the District to-morrow.

NOMINATIONS BY THE PRESIDENT.

WASHINGTON, March 16th.—Among the nominations sent to the Senate to-day were: B. J. Watson, to be Naval Officer at San Francisco; George A. Steel, to be Postmaster at Portland, Or.

CHARGES DISMISSED—PRIVATE SECRETARY.

WASHINGTON, March 16th.—The Secretary of War has dismissed the charges preferred by the Paymaster-General against Colonel C. M. Tenell.

J. Stanley Brown has been appointed Private Secretary to President Garfield.

BONDS REDEPOSITED.

WASHINGTON, March 16th. — Twenty-six national banks redeposited $2,525,000 in United States bonds as security for circulating notes of half a million which were issued to-day.

THE NEW SENATORS.

WASHINGTON, March 16th.—Senator Edgerton of Minnesota takes his seat to-morrow. Governor Pilsted has telegraphed Senator Frye the announcement of his election, and his credentials have been forwarded. This official announcement will be offered in the Senate to-morrow, and unless objection is made Frye will take his seat.

MATTHEWS' APPOINTMENT.

NEW YORK, March 16th.—The *World's* Washington special believes that Matthews' appointment never will be confirmed.

THE EXTRA SESSION QUESTION.

NEW YORK, March 16th.—The *Tribune's* Washington special believes that an extra session is probable, and has interviews with leading Republicans, showing that they think so. One said: "Blaine is furiously in favor of one, and I have noticed, whenever he earnestly advocates anything, he is pretty certain to bring to his way of thinking those with whom he is associated." The 17th of May is talked of as the date.

ITEMS OF GOSSIP.

WASHINGTON, March 16th. — Hiliyard, Minister to Brazil, will be recalled for indulging in the talk of an unreconstructed Confederate. Ex-Congressman Monroe, of Ohio, would get the place, but for the talk about Ohio getting so much.

Horton, the new Secretary to the Monetary Commission, is from Ohio.

Garfield is disgusted to nausea at the horde of office-seekers, and said to-day that he would make no changes except for good cause or the expiration of commissions.

John Bright says Wendell Phillips is the greatest of orators.

"BERNHARDT!"—Ladies' linen "Bernhardt" collars. Fancy Goods Department, Mechanics' Store. *

FANCY GOODS of every description. Fancy Goods Department, Mechanics' Store. *

BOYS' GARIBALDI SUITS, $2 10. Boys' Clothing Department, Mechanics' Store. *

IMPORTERS.

THE CONTRAST!

While other Baking Powders are largely ADULTERATED with ALUM and other hurtful drugs,

DR. PRICE'S CREAM BAKING POWDER

has been kept UNCHANGED in all of its original purity and wholesomeness. The best evidence of ITS SAFETY, HEALTHFULNESS, PURITY, and EFFECTIVENESS, is THE FACT of its being used to-day, from North to South, from East to West, in the homes of the rich and poor, where it has been used for the last 15 years.

A PURE FRUIT ACID BAKING POWDER.

NEVER SOLD IN BULK.

Made by

STEELE & PRICE,

Manufacturers of Lupulin Yeast Gems, Special Flavoring Extracts, etc., Chicago and St. Louis.

Adams, McNeill & Co.,

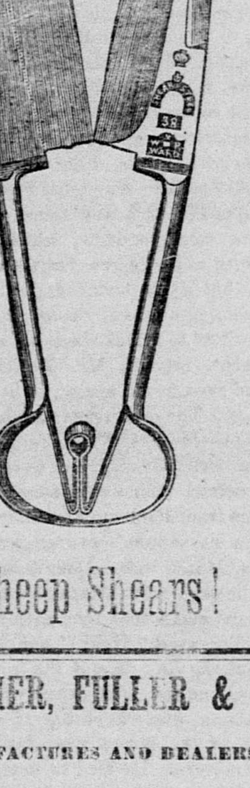
WHOLESALE GROCERS.

HUNTINGTON, HOPKINS & CO., Sacramento and San Francisco.

Ward & Payne's

—AND—

SORBY'S



Sheep Shears!

WHITTIER, FULLER & CO.,

MANUFACTURES AND DEALERS

—IN—

Paints,	Moldings,
Oils,	Mirrors,
Glass,	Pictures,
Windows,	Frames,
Doors,	Cornices,
Blinds,	Brackets,
Wall Paper,	Etc., Etc.

—ALSO—

A FULL SUPPLY

—OF—

Artists' Materials.

ORLEANS BUILDING,

Nos. 1020 and 1022 Second st., Sacramento.

SOAP! SOAP!

Car-load Just Received.

J. S. KIRK & CO.'S MANUFACTURE.

IMPERIAL SAVON, 1 lb bars.
IMPERIAL SAVON, ¾ lb bars.
CAPITAL BRAND, ¾ lb bars (100 cakes in box).
UNION BRAND, 3 lb bars (30 cakes in box).
WHITE CEYLON, ¾ lb bars (100 cakes in box).
ORANGE SEAL, 10 oz. bars (20 cakes in box.)

BLUE INDIA......1 lb BARS
(No bluing required)

Lindley & Co.,

IMPORTERS.

COMMON-SENSE STEW PAN!

EVERYBODY SHOULD HAVE ONE!

MADE OF FINE GLAZED STONEWARE. Has an iron bail attached; is warranted to cook food of any kind, whether acidulous or otherwise, without changing its flavor; it never burns or singes the article being cooked.

HOBBY & SMITH,

No. 317 J street..................Sacramento

Sole Agents for Sacramento valley.

—FOR SALE BY—

L. L. Lewis & Co.,	C. W. Rapp & Co.,
P. H. Russell,	Butterfield & White,
C. G. Baldwin,	Kilgore & Tracy,
J. Lambert & Co.,	Chris. Ehrman.

mr11-3p1w

S. GOLDMAN,

WHOLESALE AND RETAIL

GROCER,

Northwest cor. Second and J streets.

ALL DESIROUS OF

CHOICE, FANCY AND STAPLE GROCERIES

Can find them at Bedrock Prices.

To facilitate trade I will send, on application, PRINTED PRICE LISTS wherever wanted.

☞ Orders from the interior solicited, and promptly and carefully filled. mr15-3p1m

JAMES I. FELTER & CO.,

NOS. 1016 AND 1018 SECOND STREET, SACRAMENTO (ORLEANS BUILDING),

IMPORTERS

—AND—

Wholesale Liquor Dealers.

J. G. DAVIS,

CARPET AND FURNITURE HOUSE

No. 411 K Street, between Fourth and Fifth.

☞ FINE FURNITURE, WITH A FULL LINE OF CARPETS, ETC. ☜ d18-3p1

JOHN BREUNER.

Nos. 604, 606 and 608 K street.

I shall dispose of, within sixty days from date, from my present stock

THIRTY PARLOR SETS.

FIFTY BEDROOM SETS.

—AND—

Five Thousand Dollars Worth of

Lounges, Desks, Chairs, Tables,
ETC., ETC., ETC.

☞ These goods are all of the latest style, and of a quality which I can recommend. They will be offered at prices that will make this the best offer ever presented in this line,

FOR CASH ONLY.

MANUFACTURER OF THE ONLY PERFECT BED LOUNGE!

d16-3ptf

HENRY W. EARLE, Late with Holbrook, Merrill & Stetson.
E. E. AMES, The "Wagon" Man

Ames, Earle & Co.,

"THE PLUMBERS,"

—DEAL IN—

COAL OIL LAMPS,

GAS FIXTURES, ETC.

NORTHEAST CORNER SEVENTH AND J STREETS.....[fe25-3p1m]....SACRAMENTO.

GENERAL NOTICES.

A Reliable Medicine

Is like a true friend, when needed it is always on hand, and when tried it is never found wanting. Such is precisely the character of BRISTOL'S SARSAPARILLA and PILLS. They never deceive; they do exactly what is claimed for them, and they cure disease where doctors' prescriptions and all other medicines fail. mr17-1t

Go to the Lafayette, K st., bet. Third and Fourth, for fine Wines, Liquors and Cigars. The Best Billiard Table in town J. O. HECTOR. d1-3p1m

For Oysters Cooked to Perfection, in every style, or a Genuine Porter House Steak, go to SHEARS' Oyster Parlors (Clunie Block), Eighth and K streets. All Liquors warranted pure. mr16 1m

Buy the "Boss" Coffee Pot.—It makes the best and clearest Coffee in two minutes. Manufactured and for sale at the Cheap Tinware and Jobbing Shop, 414 K st., bet. Fourth and Fifth, Sacramento. mr11-1m

Cakes, Pies and all kinds of Fancy Candy at W. F. PETERSON'S. mr2-1m

All Who Have Tried W. F. Peterson's Ornamental Cakes, Tarts and Mince Pies, say they are the best ever bought. Try them. mr2-1m

For the Choicest, Freshest, Home-made Confectionery, all kinds, at lower prices than any other house—wholesale or retail—call at HENRY FISHER'S. fe25-1m

For the Best and Cheapest Meals in the city, go to HENRY FISHER. fe23-1m

For Oysters in Every Style, and Fine Cakes, Ice Cream, etc., go to HENRY FISHER, No. 508 J street, between Fifth and Sixth. fe23-1m

Byrne's Steam Carpet Cleaning Machine, O street, between Thirteenth and Fourteenth. Carpets Cleaned Properly, and returned promptly. Leave orders at any of the Carpet Stores. fe22-tf

Have Byrne do up your Lace Curtains as good as new. fe22-tf

A Card.—To all who are suffering from the errors and indiscretions of youth, nervous weakness, early decay, loss of manhood, etc., I will send a recipe that will cure you, FREE OF CHARGE. This great remedy was discovered by a missionary in South America. Send a self-addressed envelope to the REV. JOSEPH T. INMAN, Station D, New York City. o14-ThSTu6m

AMUSEMENTS.

Grand Concert

AT CONGREGATIONAL CHURCH,

FRIDAY EVENING........MARCH 18, 1881.

TICKETS..........[mr16 3t]..........50 CENTS.

DENTISTRY.

DRS. BREWER & SOUTHWORTH,

DENTISTS, SOUTHWEST CORNER OF Seventh and J streets, in Bryte's new building, up stairs. Teeth extracted without pain by the use of Improved Liquid Nitrous Oxide Gas. [mr16-1p1m]

H. H. PIERSON,

DENTIST, 415 J STREET, BETWEEN Fourth and Fifth, Sacramento. Artificial Teeth inserted on Gold, Vulcanite and al. bases. Nitrous Oxide or Laughing Gas administered for the painless extraction of Teeth. mr14-1m

F. F. TEBBETS,

DENTIST,

No. 527½ J street, between Fifth and Sixth. mr7-1p1m

W. WOOD,

DENTIST.—(REMOVED TO QUINN'S Building, corner Fourth and J streets). Artificial Teeth inserted on all bases. Improved Liquid Nitrous Oxide Gas, for the Painless Extraction of Teeth. fe24-tf

W. O. THRAILKILL, D. D. S.,

MASONIC TEMPLE.

fe4-1m

WATCHES, CLOCKS, JEWELRY

J. B. KLUNE,

Late with Wachhorst, and successor to Floberg,)

WATCHMAKER AND JEWELER, No. 60 J street, between Second and Third. Dealer in Watches, Clocks, Silverware, Jewelry, etc. Repairing in all its branches a specialty, under MR. FLOBERG. mr8-1p1m

WILLIAM B. MILLER

(Late with Floberg),

NO. 628 J STREET, NEAR SEVENTH, Watchmaker and Jeweler. Importer and Dealer in Watches, Silverware, Jewelry, etc. Repairing a specialty, under Robert Marsh. All country orders promptly attended to. [ja29-1ptf]

NOTICE OF CHANGE OF BUSINESS.

I HAVE THIS DAY DISPOSED OF MY COMmission and Fruit Business to S. GERSON & CO., and take pleasure to recommend my successors to my friends and former customers. Thanking you for past favors, I respectfully solicit a continuance of your patronage for the new firm. Respectfully, E. LEVY.

Referring to the above notice, we respectfully solicit a continuance of the patronage heretofore extended to our predecessor. Our arrangements for Fruits, Vegetables, etc., for the coming season have been effected with the largest growers in the State, which will enable us to supply you with all you may need, at the shortest notice, and at lowest market rates. Orders intrusted to us will receive our careful and prompt attention. mr2-3ptf Very respectfully, S. GERSON & CO.

DO NOT FAIL

TO SEE US

Before Selling

—YOUR—

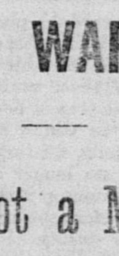
HOUSEHOLD GOODS.

SHERBURN & SMITH,

No. 323 K street..................Sacramento.

mr1-tf

PEOPLE'S STORE.



TAKE WARNING.

Delay Not a Moment!

Hundreds of Bargains

In all our Departments

DAILY BEING SOLD TO APPRECIATING PURCHASERS.

WE ARE SELLING THIS WEEK:

1,276 Yards Summer Silks (no DAMAGE), AT 45 CENTS A YARD. Worth from 75 cents to $1 a yard.

120 Assorted Corsets, at 75 cents EACH. (Real value, $1, $1 25 and $1 75.)

700 Boxes of Spool Silks (12 spools IN A BOX), AT 25 CENTS A BOX.

40 Dozen Assorted Colored Hose, 10 CENTS A PAIR.

2 Pieces Ex. Fine White Satin Table DAMASK, 75 CENTS A YARD. Worth $1 25 a yard.

21 Dozen Napkins, at 85 cents and $1 A DOZEN (value double the price).

DRESS GOODS

At 40 per cent. less than cost.

CLOAKS,

AT HALF PRICE.

☞ BEAR IN MIND OUR ENTIRE STOCK MUST BE CLOSED OUT IN ONE MONTH.

PEOPLE'S STORE,

SOUTHEAST CORNER

Sixth and J streets, Sacramento.

ja25-3p1m

BICYCLES ALL THE RAGE!

AGENTS FOR THE

Columbia Boys' Bicycle..............$22 50

(STEEL SPOKES.)

MECHANICS' TOOLS,

OUR SPECIALTY.

☞ We have the Finest Assortment of MECHANICS' TOOLS on the Pacific coast.

☞ Bull-Nose Rabbet Plane!

OSBORN & ALEXANDER,

No. 628 Market street, San Francisco.

Goods shipped by Express, C. O. D., or by mail.

ja15-3ptfSTuTh&swtfW

The Best 6-Hole Range

IN THE WORLD IS

THE GARLAND!

FOR SALE BY

L. L. LEWIS & CO.,

132 & 134 J Street.

fe21-3ptf