FARM AND FRUIT.

FACTS AND SUGGESTIONS OF INTEREST AND VALUE.

Prosperity Following the Cessation of Slickens Flow—Overcoming The Phylloxera—Notes.

Referring to the effects of the cessation of hydraulic mining, and of the late rains, the *Sutter County Farmer* says: Perhaps, as a class, the farmers of Sutter county have more reason to feel satisfied with their condition than the people of any other section of the State. Not longer than five years ago farming in the greater and most fertile portion of Sutter county was in anything but a prosperous condition; farmers, as a class, had lost their grip; farm-houses, fencing and improvements generally indicated anything but a thrifty state of affairs. With our best lands begging for a market at from ten to twenty dollars per acre; with our mortgage indebtedness footing up $2,250,000; with a great avalance of mud and sand year by year, like the lava from some gigantic volcano, slowly but surely engulfing the finest agricultural lands of the county; with a tax levy of seven and one-half per cent., that made many a farmer wonder if it were possible to get a second mortage on his already overburdened and depreciated property; with hope for a better condition of things almost fled, we have the condition of our farming interests five years ago. But a few were left who had not lost their grip. The fight had already commenced in the defense of our agricultural interests; they met their first Bull Run when the Supreme Court decided the celebrated Keyes case, but defeat only inspired them with greater determination to conquer, or leave the land of their choice, bankrupt. The battle has been fought and won, confidence has been restored, large crops of grain are at hand, improvement is the order of the day, the air smells of paint and new lumber, splendid farm-houses are being built, warehouses to hold our surplus grain are springing up along the rivers and railroad, land from sixty to one hundred dollars per acre, farms freed from mortgages, farmers with money in the bank, all indicative that the people have faith in our prospects, and mean to stay. And to the farmers let us say, don't growl because a little of your grain has been cast down by the late rain. You have better reasons for rejoicing.

In a late number of *Monitcur Vincoli*, P. Joigneaux communicates, with provisional indorsement, the details of a new means of combatting phylloxera which has been discovered by the Curate of St. Gengoux le National. It is not claimed that the process will exterminate the arch-enemy of the vineyard, but that it will render the vine indifferent to the attacks. The system consists chiefly in creating healthy branching roots. To attain this end the Abbe puts the vines reversed into the ground, the branches into the soil, and the root in the air. His conviction is that each branch of a vine can become a root and assume the functions of a root. It must be admitted that the roots of a tree are qualified as subterranean branches, and the branches of the tree are aerian roots. It may appear strange, but not unlikely. The Duke of Ragusa in his memoirs states that he saw in Germany an avenue of linden trees which had been planted branches into the ground and roots into the air. Near Rouen the branches of a pear tree had been conducted head down over a wall and finished to root in the soil. Why should not the vine operate similarly provided the limbs and roots are healthy? When the roots are sound in the attacked vineyards of St. Gengoux, the limbs of the vine are interred and the unsound or dead roots are cut off, only the healthy part of them being left above the ground. Before planting the branches into the soil they are delicately incised in order to obtain rootlets. The roots are covered over with molten tallow by a tender brush, and they are extended on moss moistened with phenic water. The plant-hole is filled up with earth and manure. Vegetation is quickly resumed, and fructification takes place soon from branch-roots of three or four years. The system of Abbe Laborier implies long pruning, and he has 130 vines for each 4 ares 28 centares. (100 ares are equal to 2.471 acres.) The matter is taken up seriously, whatever difficulties there seem to be in the theory, and in replying to the questions of vegetative physiology doubtless we shall read more about it.—[Wine and Spirit Review.

According to the Canada *Farmer*, the agriculturists of Canada met in Convention and adopted for themselves the following creed: We believe in small farms and thorough cultivation; we believe that the soil lives to eat, as well as its owner, and ought therefore to be well manured; we believe in going to the bottom of things, and therefore deep plowing and enough of it—all the better if it be a subsoil plow; we believe in large crops which leave the land better than they found it, making both the farm and the farmer rich at once; we believe that every farm should own a good farmer; we believe that the fertilizer of any soil is a spirit of industry, enterprise and intelligence—without these, lime, gypsum and guano would be of little use; we believe in good fences, good farm-houses, good orchards and good children enough to gather the fruit; we believe in a clean kitchen, a neat wife in it, a clean cupboard, a clean dairy and a clean conscience; we believe to ask a man's advice is not stooping, but of much benefit; we believe that a place for everything and everything in its place saves many a step, and is pretty sure to lead to good tools and to keeping them in good order; we believe that kindness to stock, like good shelter, is saving of fodder; we believe that it is a good thing to keep an eye on experiments, and note all, good and bad; we believe that it is a good rule to sell grain when it is ready; we believe in producing the best butter and cheese, and marketing it when is ready.

A St. Helena vine-grower, who has been troubled considerable by the devastation wrought among his vines by jack rabbits, furnishes the following: "About the middle of May I noticed that Mr. Rabbit had begun to nibble the tender leaves on a piece of two acres that had been replanted this year, having last year been bodily destroyed by rabbits. I procured a pound of aloes for 50 cents, and dissolved it in five gallons of water. Then taking a wisk-broom and a bucket, I had a Chinaman sprinkle a little on each vine over the whole piece, and then awaited the results. At the end of a week I went over and examined the cuttings, and, while the ground was full of rabbit ....., there was no sign of the vines having been nibbled. But on a piece adjoining there were several vines eaten, and I immediately applied the solution to the entire vineyard, young and old, at a cost of 37½ cents per acre for aloes and labor. At this date not a vine has been touched since the treatment, although a large new growth has been made, while right across a fourteen-foot turn row between me and my neighbor they are vigorously at work. I shall make another application soon, and this time shall add a little.—[Napa Journal.

Speaking of chicken-raising the *American Agriculturist* for July says: Do not be in a hurry to invest in incubators, if you are a farmer, and have anything else to do besides looking after the poultry yard. The wooden incubators are well enough for men who have plenty of money, and make the raising of eggs and chickens a specialty. A good many things about incubators are not yet proved, and a farmer who has his bread to earn can afford to wait a little longer, and use the original method for hatching and raising chickens. The hen is good for a dozen eggs, and if she be left to her own selection of nest, is pretty sure to hatch them, if they are fertilized. You may protect her against vermin, but she covets privacy and desires to be left alone. When the brood is off she needs a little help—a coop for shelter, and regular feeding with a mixed diet of animal and vegetable food, and water or milk to drink—the latter if you can get it. Nothing is better than milk for the fowls. The young chicks will help rather than hinder the garden until they are a month or six weeks old. They will destroy a multitude of insects, and thrive upon them. The early hatched chickens are best for layers, but late summer is quite as good for broilers.

Professor Dabney, the State Chemist of North Carolina, says, regarding what crops take out of the soil, "that 100 bushels of wheat contain 46 pounds of phosphoric acid, 30 pounds of potash, and 125 pounds of nitrogen; 100 bushels of corn contain 33 pounds of phosphoric acid, 20 pounds of potash, 96 pounds of nitrogen; 1,000 pounds of tobacco contain 7 pounds of phosphoric acid, 54 pounds of potash. The 450,000,000 bushels of wheat produced in this country in 1880 contained 1,100,000 tons of phosphoric acid, 720,000 tons of potash, 2,800,000 tons of nitrogen, these quantities being ten times as great as those contained in all the manures used on all the crops in the United States in that year."

A number of heavy wheat-growers from all parts of Northern Dakota witnessed at Fargo, recently, an experiment in plowing by steam, and express themselves pleased with the result. A traction engine drew eight plows, turning a sod four inches thick as evenly and as well as could be done by horse-power, and at the rate of over twenty-five acres a day. This will mark a new era in wheat-growing, as it will enable farmers to plow at a cost of not more than $1 the acre.

The French pink is said to have been introduced in the Willamette valley as a garden flower, but it is far more now. In many farms up the valley it has almost taken possession of some of the most choice lands. It is said that the weed will lie dormant in the ground for years and then come up. Nothing eats it, and when once started it is very hard to exterminate. [Farmer's Gazette.

To prevent hay stacks from firing scatter a few handfuls of common salt between each layer. The salt, by absorbing the humidity of the hay, not only prevents its fermentation and consequent heating, but it also adds a salty taste to this forage which all cattle like; besides, it stimulates the appetite and assists their digestion, and so preserves them from any disease.—[Exchange.

California seems to be destined to an overrun of grasshoppers this season. The reports show that they are fast spreading in all directions, and their advent is sufficiently early to make their visitation a prolonged and very destructive one. We gave in the RECORD-UNION last week the best methods at present known for dealing with this pest.

The publication of the *Wool Grower*, a trade journal devoted exclusively to the interest of wool-growers, wool-dealers and manufacturers, was commenced at Chicago a few days ago by the Althorp Publishing Company, 56 Wabash avenue. It is a large quarto of eight pages, published weekly at fifty cents per annum.

As showing what can be done with sheep the following is published: A Kansas man had nine heads of sheep. To see what they would bring in he used none of the income from them, but put the money from wool and mutton sold into more sheep. At the end of nine years he had 1,700 sheep, worth $5,000.

It may not appear profitable to purchase a fertilizer only to have its cost returned in the crop, but its direct benefits to the soil are great, as many elements are left in a soluble condition for a succeeding crop.—[Cleveland Leader.

The cherry crop in General Bidwell's orchards was very large this year, and of the finest quality.

Mrs. H. M. Crider, of York, Pa., has published a pamphlet entitled "How to Grow Fine Celery."

Burdette's Agricultural Hints.

This is a good time to pay interest on your mortgage and renew the notes you gave a year ago. It is also a pretty good t me to take up the notes you unwittingly gave to the cloth peddler last Christmas under the impression that you were only signing a contract.

Oats thrive better in an elevator. A farmer who has 30,000 bushels of oats in an elevator need not worry about the weather. Always raise oats in a good elevator and keep out of a deal with the Chicago man.

Look after the bean poles you had left over last year. You will look a long time before you find any. They have gone, partially into the insatiate maw of the all-devouring fire-place, and the neighbors have stolen the rest.

Raise chickens, if you have a nice little garden, by all means raise chickens. Your neighbors' hens are the best ones to raise. You will find them from 5:30 A. M. until 6:20 P. M., on your lettuce, onions, radish, and flower-beds. You can raise them with a shotgun higher than anything else. N. B.—Always eat the hen you raise. P. S.—Cook the hen before eating. P. SS.—Before eating, that is.

Crush egg shells and feed them to your own chickens, if you are foolish enough to keep any. If the whites and yolks are removed from the shell first, they will crush more easily.

If a good horse shows symptoms of going blind, and is developing a few first-class spavins, it is time to sell him. Sell him out—out of the country, if possible. Beware of the deacon who has a little blaze faced "pacin' mare" that he wants to trade for "just such a hoss."

Eternal vigilance is the price of the potato crop. About ten hours a day, devoted to crushing potato bugs with hard sticks, will probably save the up-part of the patch for you. By the time you dig the potatoes you will be so disgusted with everything pertaining to potato culture that you couldn't look a potato in the eye without a feeling of nausea, and as for eating one—but this enables you to sell the whole bushel without a pang.

Young hens lay more eggs than old ones. This is because the giddy young things have not learned their value. In a few years they know just how to stand around on a strike when eggs are worth $1 75 a dozen, and they rush out and work double time when eggs are so common that tramps won't eat them.

A RHYME OF THE TIME.

Miss Pallas Eudora Von Blurky,
She didn't know chicken from turkey;
High Spanish and Greek
She could fluently speak,
But her knowledge of poultry was murky.

She could tell the great uncle of Moses,
And the dates of the wars of the Roses,
And the reasons of things—
Why the Indians wore rings
In their red, aboriginal noses.

Why Shakespeare was wrong in his grammar,
And the meaning of Emerson's "Brahma,"
And she went chipping rocks
With a little black box
And a small geological hammer.

She had views upon co-education,
And the principal needs of the nation;
And her glasses were blue,
And the number she knew
Of the stars in each high constellation.

And she wrote in a handwriting clerky,
And she talked with an emphasis jerky,
And she painted on tiles,
In the sweetest of styles,
But she didn't know chicken from turkey.
—[Nellie G. Cone, in Scribner's.

The Sailor's Bogus Game Fowl.

The creoles in Havana are famous for their fine game cocks, and for a long time they won great sums of money from strangers, especially sailors, who would pit American birds against them. But one day they met their match. It was a Sunday morning, and a sailor strolled into the pit, with his bird carefully muffled up in a coffee sack, as usual. He waited until the very best bird in Havana—a black cock, weighing over five pounds—was pitted. The owner of the cock called out, "Who will fight me? I will match my bird against anything that has wings."

"Here you are," said the sailor, stepping with his bird into the pit.

The whole audience roared when they saw that bird. It was a sorry-looking specimen—smothered in soot; but the sailor backed it with all the wages that he had received for his voyage—something like $100—and had no trouble in getting bets at big odds.

Well, at first fly the sailor's bird reached out a single claw, and, catching the black by the back, pinned him to the ground as though he had been nailed there. For a minute he stared at him, and then with his other claw he tore the black's head off as easily as you would break a cigar or two.

The sailor's bird was nothing more nor less than a bald-eagle, clipped into the shape of a rooster with a comb pasted on his bald head and some cock's feathers stuck into wings and tail. A bath in soot had finished his disguise, and the Cubans paid their debts without finding out about the fraud.—[Cincinnati Enquirer.

THE COLTON TRIAL.

An Affidavit of Mr. Crocker Giving the Important Facts in the Case.

The following affidavit, filed on Tuesday, in answer to the application for the appointment of a Receiver of certain bonds upon which Mrs. Colton makes claim in her suit, will be found of much interest, as giving in brief space most of the principal issues involved in the Colton case, which has for a long time been on trial before Judge Temple, at Santa Rosa:

In the Superior Court of the County of Sonoma, State of California. Ellen M. Colton vs. Leland Stanford et al. State of California, City and County of San Francisco—ss.

Charles Crocker, being duly sworn, deposes and says: That it is not true, as stated in the affidavit of the plaintiff herein, that she delivered to the defendants in this action 20,000 shares of the capital stock of the Central Pacific Railroad Company; nor is it true that she delivered to said defendants 34,900 shares of the capital stock of the Southern Pacific Railroad Company; that the truth in this behalf is as follows: That by a contract dated the 5th day of October, 1874, the defendants and one Mark Hopkins sold to David D. Colton 20,000 shares of the capital stock of the Central Pacific Railroad Company and 20,000 shares of the capital stock of the Southern Pacific Railroad Company, for the sum of $1,000,000, which said contract is attached to the complaint in this action, and marked Exhibit A.

That the said stock was not delivered to the said Colton and never was in the possession of said Colton, or of the plaintiff, and was not by her delivered to the defendants, as is alleged in her said affidavit.

That for the purchase of the said stock, said David D. Colton made and delivered to these defendants and Mark Hopkins his promissory note, dated October 5, 1874, payable in five years thereafter, for the sum of $1,000,000, with interest at the rate of 6 per cent. per annum, a copy of which said promissory note is annexed to the complaint in this action and is marked Exhibit B

That on the 27th day of August, 1879, there was due to the defendants and the said Mark Hopkins upon the principal and interest of said note, about the sum of eleven hundred thousand dollars.

That at the time of the making of said note, the said 20,000 shares of the capital stock of the Central Pacific Railroad Company and the said 20,000 shares of the capital stock of the Southern Pacific Railroad Company were in conformity with the terms of said contract of October 5, 1874, deposited with the said Mark Hopkins as collateral security for the payment of said note.

That by the agreement made between the defendants and the said plaintiff on the 27th day of August, 1879, and which is referred to in the affidavit of said plaintiff, the said plaintiff released and transferred to the defendants all her claims in and to the said 20,000 shares of Central Pacific Railroad stock, and the said 20,000 shares of Southern Pacific Railroad stock which were then held as collateral security by the defendants and the representatives of the said Mark Hopkins for the payment of the balance then due to the defendants and the said Mark Hopkins on said promissory note.

That at the time of said settlement, to wit, on the 27th day of August, 1879, the estate of Mark Hopkins was the owner of one-fourth part of said promissory note, and the amount then due thereon.

That after said settlement in the year 1879, and before the commencement of this action, the defendants delivered to the administration of the estate of Mark Hopkins, deceased, one-fourth part of the said 20,000 shares of the capital stock of C. P. R. R. Co., to wit: five thousand shares; and the said five thousand shares have never since been in the possession or control of said defendants, or either of them.

That since the execution of the said agreement plaintiff has not paid to the defendants or the estate of Mark Hopkins any part of the said seven hundred thousand dollars, or the interest thereon. At the time of the execution of said agreement plaintiff delivered to the defendants 15,000 shares of the capital stock of S. P. R. R. Co., and no more. It is not true, as stated in the affidavit of said plaintiff, that she delivered to the defendants herein 650 first mortgage bonds of the S. P. R. R. Co., of the par value of one thousand dollars each. And affiant avers the facts to be that she did transfer and assign to the defendants herein 450 first mortgage bonds of the S. P. R. R. Co., of the par value of one thousand dollars each, and no more.

That it is not true, as stated in the affidavit of said plaintiff, that she delivered to the defendants 100 first mortgage bonds of the R. M. C. & I. Co., of par value of $100 each, but affiant avers the facts in that behalf to be, that she did surrender to the defendants 100 first mortgage bonds of the the S. P. R. R., of par value of $500 each.

That affiants and the other defendants herein have fully and fairly stated to their attorneys and counsel in this action all the facts constituting their defense therein.

Affiant says that after said statement the defendants are informed by the said attorneys and counsel in this action, that they, the said defendants, have a good defense in this action upon the merits thereof, and that the defendants are entitled to and will probably recover judgment in their favor as prayed for by them, and that plaintiff will take nothing by her said action.

Affiant further says that of the bonds and stocks delivered or released by the plaintiff to the defendants at the time of execution of the agreement of August 27, 1879, and including the 20,000 shares of the C. P. R. R. stock, and the 20,000 shares of the S. P. R. R. stock, which was released by said plaintiff to said defendants, the defendants, after the execution of said agreement and before the commencement of this action, sold 15,000 shares of the Central Pacific Railroad stock and 450 first mortgage bonds of the S. P. R. R. of the par value of $500 each, and that the proceeds of all said sales have been used by the defendants in and about their business, and in making advances for the uses and purposes of the W. D. Co., and paying the debts of said company, and that such proceeds or any part thereof are not now in the possession of the defendants, or either of them, or under their control.

That the remainder of said bonds and stocks described in plaintiff's affidavit as delivered by her to defendants are now in the possession of defendants.

That it is not true, as stated in the affidavit of plaintiff, "that the property involved in this action is in danger of being lost or removed from this State, of being carried beyond the jurisdiction of this Court by the defendants," or either of them, or by any other person, or that it has ever been intended, or that it is now intended, to remove the said property, or any part thereof, or to remove any property owned by these defendants, or either of them, beyond the jurisdiction of the Court. Affiant denies that any of the property claimed by the plaintiff in this action is in any danger of being lost from any cause whatever.

That it is not true, as stated in plaintiff's affidavit, that the said defendants, or either of them, or the C. P. R. R. Co., or the S. P. R. R. Co., are, or that either of them is, in a condition of the most serious financial embarrassment, or in any condition of embarrassment, serious or otherwise. And affiant says that the said defendants and the said C. P. and the said S. P. R. R. Co. are, and that each of them is, perfectly able to pay, and have the financial ability to pay, all debts, liabilities and engagements of any and every kind that they, or either of them, may have formed, or become liable to pay, as the same become due and payable. That it is not true, as stated in the affidavit of plaintiff, that the defendants have been and now are borrowing money in this State from every source from which they can obtain the same, or to secure payment thereof that they are pledging as collateral security all the bonds or stocks at their command, which are available, to that end.

Affiant says that ever since the formation and organization of said C. P. R. R. Co., and ever since the formation and organization of the said S. P. R. R. Co., both companies and these defendants have been in the habit of borrowing such money as was necessary over and above the amount then in the treasuries of the said corporations, to carry on the business of said corporations and meet the obligations of said corporations and meet the engagements or liabilities which the defendants, on behalf of said corporations, or either of them, have incurred for the use and benefit of said corporations.

That at this date the floating debt of the said C. P. R. R. and of the said S. P. R. R. are much less in amount than they were at the time of the death of D. D. Colton in the year 1878.

That it is not true as stated in the affidavit of plaintiff that the defendants are in any straits or extremity, or that their extremity is so desperate, or that they are in any extremity whatever, or that they have been forced to use the property or control which they have over the affairs or property of the Central Pacific Railroad Company, or to take from said company three million five hundred thousand dollars, par value of the bonds of the Southern Pacific Railroad Company, which belong to the various sinking funds of the Central Pacific Railroad Company.

And affiant avers the fact in that behalf to be that by a resolution of the Board of Directors of the Central Pacific Railroad Company, adopted at a meeting of the said Board on the 29th day of June, 1884, it was resolved and agreed that the Central Pacific Railroad Company should sell 3,089 bonds of the Southern Railroad Company of California, of one thousand dollars each, at the rate of par and accrued interest, and should purchase from the said P. I. Co. 3,371 bonds of the Southern Pacific Railroad of New Mexico, of $1,000 each, at the rate of 90 cents and accrued interest.

Affiant says that the said sale on a purchase of bonds was made in the interest of the Central Pacific Railroad Company—its creditors and stockholders, and not in the interest of these defendants, or either of them; that the said bonds of the said Southern Pacific Railroad of New Mexico are secured by a mortgage of the said Southern Pacific Railroad Company of New Mexico, its franchise and its equipment, and that the said bonds are issued at the rate of $25,000 per mile; that the bonds of the said Southern Pacific Railroad of California, so sold as aforesaid, are issued at the rate of $85,000 per mile; that the railroads of the Southern Pacific of New Mexico and that of the Southern Pacific of California are both leased to the Central Pacific Railroad Company at such rates as will pay the interest on their said bonds, as is more fully shown by the evidence in this cause; that the said charge on the bonds belonging to the said sinking fund was believed by the Directors of said Central Pacific Railroad Company to be to the best advantage of the bondholders of said Central Pacific Railroad Company.

Affiant says, according to his judgment and belief, that the bonds of the said Southern Pacific Railroad Company of New Mexico, at the rate of 90 cents on the dollar, are better security for the said sinking fund than the bonds of the said Southern Pacific Railroad of California at par.

Affiant says it is not true, as stated in plaintiff's affidavit, that the charge or withdrawal of said bonds held by said Central Pacific Railroad was made for the purpose of meeting the maturing obligations of the defendants herein, or either of them, or for the purpose of pledging the same as collateral security for the payment of the individual indebtedness of the said defendants incurred, or to be incurred, by them or either of them.

Affiant avers the truth in this behalf is to be that the moneys which are being raised by the defendants herein, at this time, are for the interest, benefit and service of said Central Pacific Railroad Company, its creditors and stockholders, to meet the obligations of said Central Pacific Railroad as they mature, and not in any way for the use, benefit or service of said defendants, or either of them, in their personal affairs.

That on the 1st day of July, 1864, said C. P. R. R., for the purpose of construction of its road, issued its bonds to the amount of $1,500,000, payable in twenty years, and which bonds will become due on the 1st day of July, 1884, and all moneys which have been raised by the defendants of late, and all obligations undertaken by them within the past few weeks, have been to assist the C. P. R. R. to meet and pay the said $1,500,000 of bonds at the maturity thereof, and to pay the interest on the funded debt of said C. P. R. R., due on the 1st day of July, 1884, and to pay for the construction of that portion of the C. P. R. R. known as the California and Oregon road, the said company not having been able to sell the bonds of that portion of the said California and Oregon road, which they have been recently constructing.

That it is not true, as stated in the affidavit of plaintiff, that defendants have applied, or are applying to their own use, or intend to apply to their own use, all the current income of the C. P. R. R., or any part thereof, or of the other corporations owned and controlled by them, without leaving a sufficiency of said income for the payment of current expenses and the wages of the employes of the C. P. R. R., or that they have or intend to use said income, or any part thereof, for their own purposes in any manner for the business of these defendants, or either of them.

Affiant avers that all the moneys received from the current income of said C. P. R. R. and S. P. R. R., or either of them, or the corporations under their control, or any moneys received by said corporations from any source, have been used in the business of said corporations and not for the uses or purposes of these defendants, or either of them.

And affiant denies that the wages of the employes of the C. P. R. R. have not been paid in the usual course of business of said company. That all the employes in or about the city of San Francisco who can come to the principal place of business of said company, will be paid as usual on or about the 1st of July, and the other employes of said company will be paid as soon after the 10th of July as the pay car of the company, which is now undergoing repairs, can be started for that purpose.

That it is not true, as averred in plaintiff's affidavit, that the defendants, or either of them, are partly or at all insolvent or unable to pay their indebtedness, but on the contrary, affiant says that the defendants, and each of them, are entirely able and willing and have the means to pay all the debts or engagements which they, or either of them, are liable for as the same become due.

Affiant says that the said defendants are each the owners of unincumbered real estate, both in the city and county of San Francisco and in various parts of San Francisco and in the various parts of the State of California, amounting in the aggregate to several millions of dollars and far in excess of the value of all the property which the plaintiff claims to recover in this action.

That said defendants, or either of them, are perfectly able, and have property enough over and above all debts and liabilities, and exclusive of property exempt from execution, to respond in many times the value of all the bonds and stocks delivered or released by plaintiff to defendants, and claimed in the aforesaid affidavit of plaintiff to be her property, or which are sought to be recovered in this action—even if the amount claimed by defendants to have been embezzled by and converted to his own use by the plaintiff's late husband are not deducted therefrom.

That it is not true, as stated by plaintiff in her said affidavit, that unless a receiver is appointed by this honorable Court in this action, and the defendants compelled to transfer the possession of the bonds and stocks therein involved, that the defendants will place the same out of their possession or control, or that the same, or any part thereof, will be lost to the plaintiff, or that she will be deprived of the fruits of any judgments she may obtain.

And affiant says that defendants have no intention whatever to place such bonds and stocks out of their possession or out of the possession of either of them, or to remove them beyond the jurisdiction of this Court. And affiant says that the defendants have not and will not have any interest so to do.

That none of said bonds and stocks delivered or released by plaintiff, which are unsold or which now remain in the possession of the defendants, are of any market value or could be now sold, with the exception, perhaps, of the 408 shares of the capital stock of the R. M. C. and I. Co.

The said 408 shares of said R. M. C. & I. Co. stock, though of some value, could not now be sold at more than a nominal price. That the 10,000 shares of the capital stock of the O. & O. S. S. Co.; 94,000 shares of the capital stock of the S. P. R. R. Co., 5,555 5-9 shares of the W. D. Co.; 749 shares of the Amador Branch; 111 shares of the Berkeley Branch; 2,549 shares of the Cal. P. R. R. Co.; 556 shares of the Col. Stm. Nav. Co.; 75 bonds of the Amador Branch, and 11 bonds of Berkeley Branch Ry. Co. have no market value, and cannot be used as collateral to borrow money on.

And affiant says that said defendants have in their possession and belonging to themselves a large amount of each and every of said stocks and bonds, over and above those claimed by plaintiff; that is to say, about 5,000 shares of the R. M. C. & I. Co., about 30,000 shares of the O. & O. S. S. Co., about 87,000 shares of the S. P. R. R. Co., about 33,099 shares of the W. D. Co., about 4,500 shares of the Amador Branch R. R. Co., about 650 shares of the Berkeley Branch R. R. Co., about 50,000 shares of the Cal. P. R. R. Co., and about 1,600 shares of the Colorado Stm. Nav. Co., and about 525 bonds of the Amador Branch Ry. Co., about 67 bonds of the Berkeley Branch, and 15 bonds of the Los Angeles Bridge.

And affiant says that said defendants have never been able to sell the same or any part thereof, excepting the said shares of the R. M. C. & I. Co, and the said Los Angeles Bridge bonds, or to use them as collateral for borrowing money, and that the same, with the exception of said R. M. coal stock, now have no market value, and are not available as collateral for the purposes of borrowing any money thereon; that if this honorable Court is of opinion that the said stocks and bonds claimed by the plaintiff, other than said S. P. bonds, and said C. P. stocks are in any danger or jeopardy of being lost or removed from the jurisdiction of said Court, these defendants are entirely willing to place all said stocks and bonds claimed by plaintiff, save and except the said S. P. bonds and said 20,000 shares of the C. P. stock, which have been disposed of, as herein set forth, in any reputable bank which may be designated by this honorable Court, there to remain and abide the issue of this suit; but that the said defendants object to the appointment of any receiver in this action, because such appointment would enable designing persons to circulate reports for the purpose of impairing the credit of the S. P. and C. P. R. R. Co.'s respectively, and which would be of great injury to the stockholders and bondholders of the last-named companies.

That it is not true, as stated in the affidavit of plaintiff, that the defendants, in their management and control of the C. P. R. R. Co., have so conducted the same as to bring it to the brink of bankruptcy and ruin, or that by such management they have systematically or in any way subordinated the interests of said corporations to their own uses and purposes, or that they have caused said corporations to borrow a large sum of money, or any money, at a burdensome rate of interest, for their own individual uses or at all, or that they have used the moneys in the treasury of said companies for their individual purposes to the extent of many hundreds of thousands of dollars, or at all, without giving any security or paying interest thereon, or that they have in any way used the moneys of said corporations for their individual purposes, or that said corporations have borrowed from various bankers and capitalists large sums of money and have been paying burdensome rates of interest thereon.

Affiant avers the facts to be that the defendants have not, since the settlement with the plaintiff, borrowed any money from said C. P. R. R. Co., or from any other corporation within their control or management, and so far from the said defendants borrowing money from said C. P. R. R. Co., the fact is that the defendants have used their individual credit and personal property to borrow money for said C. P. R. R. Co.; that they have made no loan for said C. P. R. R. Co., nor for themselves, at any burdensome rate of interest, or at any rate of interest above the legal rate of interest allowed by the laws of this State, and that the rate of interest latterly and usually paid by the C. P. R. R. Co. has not exceeded the rate of 6 per cent. per annum.

That it is not true, as stated in the affidavit of plaintiff, that the defendants by these practices or any other have justly incurred obligations to the other stockholders of the C. P. R. R. Co., or to its bondholders, or to the United States Government, largely in excess of their individual estates, or in any amount whatever.

And affiant avers that they have not in any way, by the practices set forth in plaintiff's affidavit, or in any other manner, incurred any other oligations whatever to the stockholders or creditors of said corporation, except in such as they may have incurred to the creditors of said company by reason of their being stockholders thereof.

Affiant avers that as Directors and managers of said C. P. R. R. Co. they have fulfilled their whole duty in managing said road and its properties for the best interest of the stockholders of said company and the creditors thereof, as in their judgment they deemed best.

And affiant says that the reasons why the C. P. R. R. Co. has been a borrower of money for the last few weeks is, in addition to the causes above set forth, that is, the payment of $1,500,000 of bonds becoming due on the 1st day of July, 1884, and the payment of the interest on the funded debt of the C. P. R. R. Co., due on that day, and the large amounts expended by the C. P. R. R. Co. for the construction of that portion of its road known as the California and Oregon Railroad, and because of the washouts which have recently taken place upon its road and leased lines, as affiant is informed and believes that there is now upon the Central and Southern Pacific Railroad tracks about ten thousand tons of freight, which, in consequence of said washouts, cannot be brought to its place of destination, and the said C. P. R. R. Co., cannot collect its freight and charges thereupon; that upon all such tonnage said C. P. R. R. Co. has been compelled to advance from its treasury the freight and charges earned by the Eastern roads at the time the said tonnage was delivered to the agents of the said C. P. and S. P. R. R. Companies.

That at the time of said settlement with plaintiff, to wit, in the year 1879, and before the commencement of this action, the defendants delivered to the administrator of the estate of Mark Hopkins 5,000 shares of the capital stock of said S. P. R. R. Co., released by plaintiff to these defendants, and that said 5,000 shares have never since been in the possession of defendants, or either of them.

This affiant is the only one of the defendants now within the State of California.

The term defendants used in this affidavit does not include Wells, Fargo & Co.

CHARLES CROCKER.

Subscribed and sworn to before me this 30th day of June, 1881.

[SEAL.] E. V. JOICE, Notary Public.

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Messrs. D. & J. W. Colton, of Winchester, Ind., happened last spring to get some of *Dr. C. McLane's Vermifuge.* After selling a few bottles, the demand became so great for it that their stock was soon exhausted. They state that it has produced the best effect wherever used, and is very popular among the people.

Andrew Downing, of Cranburgh township, Venango county, gave his child one teaspoonful of *Dr. C. McLane's Vermifuge*, and she passed 177 worms. Next morning, on repetition of the dose, she passed 113 more.

Jonathan Houghman, of West Union, Park county, Iowa, writes that he is unable to supply the demand, as the people in his neighborhood say, after a trial of others, that none is equal to *Dr. C. McLane's Vermifuge.*

New York.

Mrs. Hardy, 119 Suffolk street, writes us that she has been troubled with worms for some three years, and that she used one vial of *Dr. C. McLane's Vermifuge*, prepared by Fleming Bros., Pittsburg, Pa., which brought away over fifty large worms. Her usual good health immediately returned.

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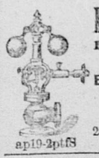

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