DAILY RECORD-UNION

WEDNESDAY.....JANUARY 22, 1890.

ISSUED BY THE

SACRAMENTO PUBLISHING COMPANY.

Office, Third Street, between J and K.

THE DAILY RECORD-UNION,

Published six days in each week, with Double Sheet on Saturdays, and

THE SUNDAY UNION,

Published every Sunday morning, making a splendid SEVEN-DAY paper.

For one year.....$6 00
For six months.....3 00
For three months.....1 50

Subscribers served by Carriers at FIFTEEN CENTS per week. In all interior cities and towns the paper can be had of the principal Periodical Dealers, Newsmen and Agents.

The SUNDAY UNION is served by Carriers at TWENTY-FIVE CENTS per month.

THE WEEKLY UNION

is the cheapest and most desirable Home, News and Literary Journal published on the Pacific Coast. The SUNDAY UNION is sent to every subscriber to the WEEKLY UNION.

Terms for both one year.....$2 00
The WEEKLY UNION alone per year.....1 50
The SUNDAY UNION alone per year.....1 00

All these publications are sent either by Mail or Express to agents or single subscribers, with charges prepaid. All Postmasters are agents.

The Best Advertising Mediums on the Pacific Coast.

Entered at the Postoffice at Sacramento as Second-class matter.

The RECORD-UNION, SUNDAY UNION and WEEKLY UNION are the only papers on the Coast, outside of San Francisco, that receive the full Associated Press dispatches from all parts of the world. Outside of San Francisco, they have no competitors either in influence o home and general circulation throughout the State.

San Francisco Agencies.

This paper is for sale at the following places: L. P. Fisher's, room 21, Merchants' Exchange, California street, who is also sole Advertising Agent for San Francisco; the principal News Stands and Hotels, and at the Market-street Ferry.

☞ Also, for sale on all Trains leaving and coming into Sacramento.

Weather Forecasts for To-day.

California—Rain in northern portion; fair in southern; southerly winds; nearly stationary temperature.

Oregon and Washington—Rain and snow; southerly winds; high on coast; warmer. Cautionary signals ordered from the mouth of the Columbia northward.

THE FUNDED DEBT COMMISSION AND A NEW CHARTER.

From the inception of the idea, the RECORD-UNION approved of the establishment of the Funded Debt Commission created by special act of the Legislature for the reduction of the debt of this city. For years this journal stood alone advocating its maintenance. We have at no time defended the system upon moral grounds, but since it was legal and recognized by law as an attribute of sovereignty, the RECORD-UNION has maintained that its policy should be conserved, and still believes that its vitality should be preserved. More than that, we entertain the belief that had the provisions of the law creating it been uniformily observed, and not have been suspended—as it practically was—the debt would have by this time been very nearly, if not wholly, wiped out. It may be taken as undisputed that a majority of our citizens are now opposed to the destruction of the Commission.

A few years ago the RECORD-UNION enlarged upon some patent defects in the system of municipal government in Sacramento, and pointed out that if the time had not then come, it was not far distant when the erection of a new charter would be imperative and economic. At no time, however, was any abandonment of the Commission suggested or contemplated. It was assumed that it could be perpetuated under a new charter. The agitation for a new charter after the amendment of the Constitution in 1887 was renewed. The pressure was made strong upon the Trustees to order an election for freeholders to frame such a charter, and it was foreseen that defeat of that demand was improbable. Nevertheless, only a few weeks ago in common with the San Francisco *Bulletin* and *Alta*, the RECORD-UNION called the attention of the people to the fact that an Act of the late Legislature had sapped the life of the new charter of Oakland, and that it was the opinion of some of the best lawyers of the State, that as the Constitution now stands any charter that may be adopted will be at the mercy of the Legislature and of every general Act it may pass even remotely relating to municipal corporations. It was pointed out that the Legislature was itself so well convinced of this fact that it proposed an amendment to the Constitution to cure the defect, and to so read that no laws in conflict with charters of cities, so far as their police regulations are concerned, shall operate to invalidate or suspend such charters. This new amendment is to be voted upon by the people in November next. If adopted it will make municipal charters, once approved by the Legislature, independent of State enactments for all municipal purposes.

R. T. Devlin, in a communication to the Trustees, and which was published in these columns yesterday in full, made this matter very clear, and he has thereby done the people a substantial service. It will observed that his argument against the policy of erecting a new charter pursues precisely the line taken by the RECORD-UNION a few weeks ago, but his opinion is elaborate and is fortified by legal argument that is forcible and trenchant. It is understood, at this writing, that Judge Holl has prepared an opinion also, upon similar lines.

But it having been determined by the Trustees that the whole subject matter should be committed to a Board of Freeholders, which has the power to refuse to report a charter, the RECORD-UNION turned its attention to securing the very best composition of that Board possible. Recently Hon. A. P. Catlin, eminent counsel, has given a written opinion that the Funded Debt Commission can be constitutionally perpetuated in a new charter. We confess to profound respect for the opinion of that gentleman and for his character as friend of the city. Other counsel of ability hold adverse to the views of Mr. Catlin, and lastly comes Mr. Devlin, who, without touching the question of the continuance of the Commission at all, suggests the other difficulties referred to. Thus the whole question is involved in extreme doubt, and the community has come back to the precise spot from which the RECORD-UNION considered the matter only a few weeks ago, to-wit: Is it, or is it not, wiser to wait in the matter of new charter-making until the last proposed amendment to the Constitution is passed upon? Whether, in other words, it is not better to postpone the making of a new charter until all doubt whatever is removed concerning the perpetuation of the Funded Debt Commission? And we may as well state now, as later on we should have done, that after the organization of the Board of Freholders, the RECORD-UNION will oppose the report of any charter that will put that Commission in peril.

This is the situation, and it confirms the position of the RECORD-UNION in every particular and detail from the first day when it approved of the erection of the Commission to this, when, after all these years of trial of the system, it opposes its destruction. This, however, is to be said, that the new Constitution of 1879, the amendments of 1887, the enactments of 1889, the proposed constitutional amendment of 1889, to be voted upon in 1890, the fate of the Oakland new charter and the conflicting opinions of eminent counsel as well as the decisions of the Courts cited by Mr. Devlin, are calculated to confuse the public mind and involve it in a maze of doubt. The question, therefore, for the Trustees to now decide is whether the city can afford the expense of solving these doubts or the assumption of the risks; or, if the Board of Freeholders is chosen, whether it will be wise for it to report a new chaster?

In the meantime, let it be kept in mind that if the proclamation calling an election remains unrecalled, a Board will be chosen, since no vote against it is possible; that is to say, if there are but twenty votes cast any fifteen citizens receiving eleven of them will be elected. Any agitation looking to the defeat of the Board at the polls is, therefore, out of the question, and the RECORD-UNION will not favor it. If the proclamation remains, this journal will advocate election of the Citizens' ticket, and when it is elected, as it will be if an election is held, it will oppose any step by its members that will involve the possible destruction of the Funded Debt Commission.

It is learned that the Trustees have themselves become so impressed with the involvement of the questions considered, that they have requested the attorneys named upon their ticket to consult and advise the Board whether it is the part of wisdom to hold the election in the light of all the developments referred to. So, too, the gentlemen nominated upon the Citizens' ticket have resolved to meet and consider these questions, and the result of their deliberations, we doubt not, will early be made known.

RAILROADS AND THE SNOW.

The labors in which the officers and employes of the Southern Pacific Company are now engaged to relieve blockaded trains are heroic in character, and probably could not be surpassed in energy or wise direction. It is almost marvelous, with such a great number of trains blocked in the snow, the passengers virtually imprisoned and suffering discomfort, that no complaints have been heard. Either human nature has suddenly improved, or else the Southern Pacific Company has been so unsparing in its effort to relieve the situation that there is no ground for complaint sufficiently substantial for even carpers to hang a charge upon. The truth is, that the visitations of this winter have been so phenomenal that no human power could have overcome the obstacles interposed to transportation across the mountains in any brief time. It is a question of patience and endurance while the armies of shovelers, train men and engineers battle with the elements. When the enormous hight of the snow-drifts are considered, the depth of the canyons in which some of the trains are imprisoned, the severity of the weather upon the mountain hights and the enormous cost of clearing a passage way through the snow are taken into account, coupled with the difficulties and expenses of feeding nearly three thousand people at such a distance from all markets, and at points to which the transportation of food is almost prohibited by the snow-drifts, except by men on snowshoes, it will be realized what a vast problem engages the attention of the railroad people, and how difficult a task they have in hand. That they have done all that human agency can do to open the roads east and north, over the Sierra and through the Shasta ranges, and to care for the snow-bound passengers imprisoned on those lonely altitudes, is on all hands freely admitted, and the confession is a compliment to the management, of which it has every reason to be proud. It is altogether unlikely that the carriers by rail will ever be "caught out" in this manner again by the storm king. The new appliances for cutting pathways through the snow and for rapidly clearing the tracks, will be brought into such early play, and be so numerously employed, that all future storms of such severity as that which has prevailed for now nearly two months, will be successfully met and overcome and traffic be but slightly interrupted.

WHERE the demand is for wise counsel for conservatism, the experience of age is needed; when vigorous action is demanded youth is called upon. When youth sneers at age it manifests the absence of wisdom; when age decries youth, it testifies to its lack of the sentiment of justice. Youth and old age are each essential to the world's progress; society needs both, and the influences that under-estimate the caution of the one and the impetuosity and courage of the other, are enemies of society.

THE *Alta* strikes the keynote in all this debate about deportation of the negro of the South, when it says: "Let the negro alone." Correct—If he wishes to emigrate to other parts put no obstacle in his way; if he wishes to remain and live out his destiny stand by every right guaranteed him. If he does not develop the capacity for self-government he must take the consequences, but give him every opportunity and deny him no reasonable means of bettering himself.

IF, as reported, Edison has discovered the means of constructing an electrical motor that necessitates use of neither the storage battery nor the overhead wire, then he has on hand the most useful invention of the age, provided always that it is economic.

SUPERIOR COURT.

Department One—Armstrong, Judge.

TUESDAY, January 21, 1890.

Adjourned.

Department Two—Van Fleet, Judge.

TUESDAY, January 21, 1890.

C. L. Donaldson vs. W. H. Pastern—Judgment for plaintiff.

Incorporated.

Articles of incorporation were yesterday filed in the Secretary of State's office by the Ingomar Warehouse Company. The principal place of business is Ingomar, Merced county, and the capital stock $20,000. The Directors are E. L. Sturgeon, Henry Dunbar, Henry Whitworth, J. A. Hale, A. Ewing.

LEADING physicians recommend Ayer's Sarsaparilla. Old and young take it with perfect safety. It cleanses the blood, strengthens the nerves and vitalizes the system. Popular experience has long placed this medicine at the head of tonic alteratives.

PEARS' Soap secures a beautiful complexion.

SACRAMENTO BONDS.

FULL TEXT OF THE DECISION OF THE SUPREME COURT.

The Treasurer Was Right in Refusing to Pay Interest Upon Coupons Under the Statute.

The RECORD-UNION published several days ago a synopsis of the late decision of the Supreme Court in the Sacramento bond case, but so much interest attaches to the subject at present that we give below the opinions of the Court in full:

IN BANK.

[Filed January 15, 1890.]

Bates, appellant, vs. Gerber, respondent. No. 13,329.

Held, affirming the judgment of the Court below:

That the Treasurer of the city of Sacramento cannot be compelled by mandamus to pay interest on the unpaid interest of the bonds issued in pursuance of Section 35, page 280, Statute 1858. This Act does not impose on the Treasurer the duty of paying more than the annual interest.

That the statute under and by virtue of which these bonds were issued was the basis of, and became a part of, the contract, and the bondholders must be held to have taken the bonds with the understanding and agreement that they were only entitled to the principal and the annual interest, and that if the fund provided for the payment thereof should be insufficient to meet the same that no interest on the coupons was provided for or could be recovered.

That appellant's contention that these coupons drew interest from their maturity under the general statute providing for such interest after maturity on all contracts is untenable, and the Treasurer had a right to impose as a condition upon which he would pay the annual interest that the coupons should be surrendered.

Mandamus to compel the respondent, as Treasurer of the city of Sacramento, to pay interest on overdue coupons of certain bonds of said city.

The Court below sustained the demurrer to the complaint and rendered judgment for the defendant thereon. The plaintiff appeals.

The precise question presented here was decided adversely to the appellant in Davis vs. Porter (66 Cal., 658). On the authority of that case the judgment of the Court below must be affirmed, not alone because it has been so decided by this Court, but because it was correctly decided for the reasons stated in the opinion.

In this case a demand was made on the Treasurer for the payment of the annual interest provided for by the coupons, and interest on the amount due on such coupons from the time the same matured. The Treasurer offered to pay the amount called for by the coupons, on delivery of such coupons to him, but declined to pay interest on the interest or to pay any part of the indebtedness unless the coupons were surrendered as fully paid and satisfied.

It is earnestly contended by the appellant that, conceding that mandamus would not lie to compel the Treasurer to pay interest on the annual interest, such coupons drew interest from their maturity under the general statute providing for such interest, after maturity, on all contracts, and that as the debt existed the Treasurer had no right to impose, as a condition upon which he would pay the annual interest, that the coupons should be surrendered. We cannot accede to this view of the law. These bonds were provided for by special statute, which provided a specific fund out of which they should be paid. The Act provided for the payment of the principal and annual interest and nothing more. (Stats. 1858, page 279, Sec. 35, page 280.) There was no other fund out of which the interest demanded could have been paid, and to have paid out a part of the fund on a liability not provided for, or allowed by law, would have been to divert a part of the fund from the purpose intended and thereby to deprive other bondholders of their annual interest and perhaps of their principal. The statute having provided specifically what should be paid out of this fund, and of what the fund should consist, it cannot be presumed that it was the intention of the Legislature that there should be a general liability over against the city for interest on the annual interest in case the fund for any year should be insufficient to meet such interest. The statute under and by virtue of which these bonds were issued was the basis of, and became a part of, the contract, and the bondholders must be held to have taken the bonds with the understanding and agreement that they were only entitled to the principal and the annual interest, and that if the fund provided for the payment thereof should be insufficient to meet the same that no interest on the coupons were provided for or could be recovered.

Judgment affirmed. WORKS, J.

We concur: MCFARLAND, J.; PATERSON, J.

CONCURRING OPINIONS.

I concur in the judgment. Even if these coupons bear interest after maturity, or after non-payment for want of funds at or after maturity (which is not conceded) the Treasurer did all that he was required or authorized to do when he offered to pay the face of the coupons upon condition of their surrender to him; and the condition was one which he was not only authorized, but which it was his duty to impose.

The bond from which each coupon was severed, as well as the Act under which it was issued, was a part of the contract made between the municipality and the person to whom the bond was issued, at the time it was issued, and all the conditions of that contract followed the bond and every coupon attached to it, into whosesoever hands it might thereafter go. The Act was a special one for the incorporation of a municipality, the funding of the indebtedness of its predecessors, for which it would be liable, and providing for the general government of the new municipality. It constituted the whole law of the State on the special subjects with which it dealt, and for the ends it provided—taking those subjects out of the operation of all general laws which might otherwise have been applicable thereto. The holders of claims against the former municipality, or the former county, were not bound to accept its provisions, but if they did they and their subsequent assignees were bound by them.

Quoad these bonds, and the coupons attached to them, that Act becomes a part of the contract. The Act provided for the issuance of the bonds, for the time of their maturity, for the payment of annual interest thereon at the rate of 6 per cent. per annum, payable at the office of the Treasurer on the first day of January in each year, and that coupons for the interest should be attached to each bond; and also provided for a fund to meet these several sums as they should fall due. It did not provide for either principal or interest bearing interest after maturity, and provided no fund to meet such an added liability. The holders of the bonds accepted them with full knowledge of these provisions, and that this statute constituted the whole law by which their rights and remedies were to be ascertained and determined; for every man dealing with a municipal corporation is bound to know that its powers are only such as are conferred by the statute under which it is authorized to act, and its obligations can only be such as it is by the statute authorized to assume, or those necessarily incident to the exercise of the powers expressly conferred. Knowing this, they knew that no provision was, or without further legislation could be, made for the payment of interest after maturity upon any of these obligations. They also knew that they could not maintain any action against the municipality upon any obligation arising under this Act, and accepted their obligations upon that condition. Nothing in the Act prohibited them from maintaining any proper action against the officers of the municipality for neglect to perform any of the duties prescribed by the Act, but they were forbidden to maintain any action against the municipality itself, upon any liability incurred under the Act, and they voluntarily accepted these obligations upon that condition.

This Act provided for the funding of the old indebtedness; for the creation of a fund to meet the obligations specially authorized in that behalf; and also for a fund to meet the current expenses of the government of the municipality; but it not only, *ex industria*, omitted to provide for any of these obligations bearing interest after maturity, or for the payment of any such interest, but it also expressly provided that no officer nor any person should have power to contract a debt against the municipality for any purpose or under any pretext whatever. (See Sec. 45). If any of the officers had made any provision, express or implied, to the effect that any of the obligations which they were authorized to issue under the Act should bear interest at a greater rate or for a longer period than that provided in the Act itself, to that extent it would have been in direct violation of this provision and void.

In view, then, of the fact that all the rights and obligations of the parties in relation to these bonds and coupons are limited and controlled by the provisions of this Act under which they were issued, the able argument of counsel in support of the proposition that the coupons bear interest after maturity, based upon the statutes and upon decisions rendered under other laws, seems to me to have no application. The Act takes the subject matter upon which it operates out of the general laws in relation to interest and out of the operation of all other laws. Under this Act the rule laid down in Sohr vs. Supervisors of Calaveras County (29 Cal., 134) seems to me the only rule that can be applied: "When no provision is made in a funding statute for the payment of interest after the bonds issued under it have become due, no interest will accrue thereon after that date." And the rule that will apply to the bonds will also apply to the coupons. As was said in Beals vs. Supervisors of Calaveras County (28 Cal., 450), "there is no express contract to pay interest, and no rule of law independent of statutory provisions that would require interest to be paid." The statute under consideration in the case of David vs. County of Yuba (75 Cal., 452) was so widely different from the one now under consideration as to make the decision in that case of no value as an authority in this case. There it was expressly provided that other funds might be resorted to than the one created under the funding Act, and that the Board might make other provisions than those specified in the Act, if those were found insufficient. The payment of interest in consideration for forbearance might well be allowed in that case, and the provisions of the statute were sufficiently liberal to allow that to be done.

It is claimed that the case of Davis vs. Porter (66 Cal., 658) holds that the coupons upon the bonds issued under this Act bear interest after maturity, but I do not so read the decision. The effect of that decision is that, even if it be conceded that they so bear interest, the plaintiff was not entitled to the relief demanded, for the reason that the Treasurer was not authorized to pay more than the face of the coupons. It was not necessary in that case to decide that they did (or did not) bear interest, and the language used does not import a decision to that effect. I am unable to find any decision that will support that theory, as applicable to bonds or coupons issued under a statute like the one here under consideration.

But, as said in the case last referred to, and as I have said in the beginning, even if these coupons did bear interest after maturity or presentation, the plaintiff is not entitled to this writ for the reason that the Treasurer is not by the Act authorized to pay anything more than the face of the obligation, and he offered to pay that upon the only terms and conditions upon which he was authorized to pay it, namely, upon surrender of the coupons. The bond, as well as the Act, forms a part of the contract, and every coupon refers to the bond, and declares upon its face that it is for interest upon the bond. The holder is, therefore, bound to look at the bond, as well as the coupon, for the conditions of his contract; and when he does so he finds it specified in express terms that the interest (for which the coupon is attached) is payable upon surrender of the coupon. Plaintiff was not, therefore, entitled to the payment of even the principal sum named in the coupon, except upon surrender of such coupon.

Fox, J.

I concur in the judgment for the reasons stated in the decision in Davis vs. Porter (66 Cal., 658). In that case the main question presented in this case was fully argued by counsel, considered and decided. I am of opinion that the decision there made was correct in every particular, viz, that *mandamus* would not lie to command the payment of interest on the interest mentioned in the coupons. The prayer in the petition for the mandate herein is for a writ commanding the payment of both coupons and interest on them. It was properly refused, for the reason that, as asked for, it would include interest on coupons, which the Court could not lawfully grant. The demand on the Treasurer also included both coupons and interest on coupons. It was, therefore, proper to refuse the writ. (Price vs. Riverside Land and I. Co., 56 Cal., 486.) While it would have been error to refuse the writ for the payment of the coupons, it was not error to refuse it for the payment of coupons and interest on them.

I am, however, of opinion that the holder of overdue coupons has the right to have, under the statute, as it has stood from the date of the first statute on the subject of interest enacted in this State, and as it stands now, from the city of Sacramento, interest on such overdue coupons. In that respect the city of Sacramento is like any other debtor. The refusal to pay such interest would be repudiation, nothing more nor less.

I am of opinion that the Treasurer had no right to demand, as a condition of paying such coupons, that they should be surrendered to him. The holder of such coupons has a right under the general statute (C. C., Sec. 3,137), and under the law, if no statute had been enacted to retain them, for the reason that he has a claim upon them for interest. The payment of the principal of the coupon does not pay it in full; a partial payment is only thus made. The debtor (the city of Sacramento) can only require that a receipt for the amount paid be written on each coupon (C. C., Sec. 3,137, *supra*). The Treasurer can require no more, and the holder has a right to retain in his possession the coupons, with the receipts written on them, as evidence of his claim for interest not paid. THORNTON, J.

THE NEW CHARTER.

The People Are Carefully Considering the Proposition.

Up to a few days ago the people of the city generally seemed to be paying very little attention to the matter of framing a new charter, though the subject has been before the Trustees for several months. So many weaknesses in the old charter had been pointed out from time to time that the Trustees concluded that it was the almost unanimous sentiment of the people that a new charter ought to be framed, and for that reason decided, several months ago, that they would call an election for fifteen Freeholders for that purpose early in this year. This announcement met with no opposition except from a few gentlemen who believed that the adoption of a new charter would destroy the work of the Funded Debt Commission, and the majority of the people who had given the legal propositions attention seemed to think that a new charter could be framed that would preserve all the good work of that Commission.

The Trustees, therefore, proceeded to name fifteen Freeholders to be voted for on January 30th, and at this stage of the proceedings the people have commenced to wake up to a realization of the importance of the step to be taken and are now discussing earnestly the question as to whether it is wise to attempt to frame a charter just at this time.

Interest in the matter was intensified yesterday when the RECORD-UNION published Mr. Devlin's communication to the Board of Trustees, which threw new light upon the subject. The decision of the Supreme Court in the case of Ah You, declaring invalid the Police Court of the city of Oakland, as created by its new charter, and which reaches other municipal regulations, seems to many thoughtful persons to put an entirely new face upon affairs and to cloud the whole question. The Board of Trustees on Monday called upon the lawyers who had been nominated by it to serve as Freeholders for opinions on the subject.

It is understood that the gentlemen who have been named on the Citizens' ticket are to hold a meeting and discuss the proposition, and it is possible they may decide it will be better not to frame a new charter now, though most of them have been strongly in favor of it up to the present time.

On the other hand, there are many who feel certain that a new charter can be framed without destroying the work of the Funded Debt Commission, and a few who think it would be a good thing to destroy the Commission and refund the debt. The opinion seems to be general, however, that some definite conclusion should be arrived at as to whether it is advisable to adopt a new charter at this time, before an election for Freeholders is held and the heavy attendant expenses incurred.

AMUSEMENTS.

Griswold's "Uncle Tom's Cabin" Company will appear at the Metropolitan Theater to-night. The promise is made that every feature announced will be presented under heavy forfeiture. There is to be a street parade of the company to-day. The announcement for the piece includes the introduction of jubilee singers, donkeys, dogs, and other features supposed to relate to old-time plantation life. The Theater will be well warmed by the new heating apparatus.

Friday evening next the charming comedienne, Vernona Jarbeau, who was so successful here last year, will return and present her musical comedy "Starlight," and on Saturday night the later musical comedy "Strictly Confidential," in which the fascinating moonlight dance is introduced. The sale of seats begins to-morrow. Miss Jarbeau has a large company of competent people with her, and has just concluded a long and successful engagement in San Francisco. The press there generally commended her entertainments. The *Argonaut* alone found fault with the pieces. Starlight especially, because it has not sufficient literary balance. But Jarbeau defends by saying that it is fanciful and mirthful, and is precisely what it was intended to be—sparkling, light, full of surprises and adapted especially to the versatility of the star, and the introduction of catchy and pretty melodies.

THE CORPORATION'S TURN.

First It Was the Defendant and Now It Is the Plaintiff.

The Sacramento Electric Light Company is the plaintiff and Christian Hoffman and H. E. Makiuney the defendants in a suit commenced in the Superior Court yesterday.

On July 28, 1888, Dwight Younglove, of Santa Cruz, brought suit against the Electric Light Company for a writ of injunction restraining the company from selling 180 shares of the company's stock which belonged to him. The writ was issued by the Court, but the corporation appealed to the Supreme Court. Hoffman and Makinney qualified on the appeal bond in the sum of $2,000 each. The Supreme Conrt dissolved the injunction. The present suit is to recover from the sureties $600 for attorneys' fees and $1,000 damages on account of loss of business, etc. Denson & Oatman are the attorneys for the planintiff.

He Snow-Shoed It.

A New York *World* correspondent who was sent out to meet Nellie Bly, and who was caught in the blockade in the Sierras, arrived in this city yesterday morning, having left his train and taken chances on snow-shoes to Alta. Through the efforts of Superintendent J. B. Wright the correspondent was enabled to reach this city at 9 o'clock in time to catch a train which was held back for him, to bear him to Lathrop, where he joined Miss Bly's eastbound special train.

Wood-Carving Proposed.

A number of persons having expressed a desire to take lessons in the useful and beautiful art of wood-carving, the California Museum Association's executive officers will receive applications if sent in at once; and if enough apply will present the matter to the Directory, with recommendation to establish a class, two evenings in a week for both sexes, with tuition not to exceed $2 50 a month and probably less. Notice is given elsewhere.

Directors Appointed.

Governor Waterman yesterday appointed and commissioned Thomas Flint, of San Benito county, and J. H. McDougall, of Monterey county, as Directors of Agricultural District Association No. 7. Also Isaac De Turk, of Sonoma county, Director of Agricultural District No. 4.

SOCIAL AND PERSONAL.

Senator Frank Sprague, of Yolo, is in town.

School Superintendent Howard has recovered from his recent illness.

School Director Senatz, who has been dangerously ill for several days, was reported as improving last night.

Colonel R. M. Green, of Oroville, stopped in Sacramento for a while yesterday, being on his way home from the Bay.

M. Fay and family, who have been visiting Monterey and Alameda for the past two months, returned home yesterday.

Arrivals at Golden Eagle Hotel yesterday: J. H. Beecher, Chicago; M. E. Blakely, New York; F. S. Sprague, Woodland; W. E. Dennison, Geo. Ross, Georgetown; F. L. Ripley and wife, Boston; L. W. Buck and wife; F. H. Hodgaman, Oakland; J. Z. Anderson, San Jose; A. Block, Santa Clara; John Thomas, St. Helena; H. W. Day, New York; S. E. Carr, Philadelphia; E. M. Jones, Colusa; W. F. Spring, Gridley; Mrs. A. Chalmer, Stockton; J. L. Beard, Warm Springs; Geo. Lewis, R. E. Carter, J. Phillip, W. Z. Harris, San Francisco.

At the residence of Hon. J. H. Miller, No. 1706 O street, at noon, yesterday, Dr. T. Olmstead, of Lincoln, Placer county, and Miss Hattie Miller, of this city, were united in wedlock by the Rev. A. C. Bane. The rooms were tastefully decorated, and the bride looked charming as she received the congratulations of her friends. Presents both valuable and useful were received in great numbers. After a delightful wedding breakfast the happy couple took the 3:05 P. M. train for San Francisco, en route to Fresno, where they will spend their honeymoon. Returning they will reside at Lincoln. The bride is the daughter of John H. Miller, who three times represented El Dorado county in the Legislature, but who has made his home in this city for some time. There were present at the ceremony Mr. and Mrs. J. H. Miller, Dr. and Mrs. M. Gardner, Mr. and Mrs. James Farris, Miss Frankie Miller, Miss Gussie Jackman, Miss Nellie Minford, Miss M. F. Prindle, Mrs. L. F. Bassett, Mrs. H. Sawyer, Mrs. R. Marsh, Mrs. C. W. Duden, Messrs. A. C. Hazelton, John McCarty, A. Fleming, T. C. Peckman, R. N. Day, D. Fleming, George Ogden and James Marshall.

FRED H. BLECKER.

Fred H. Blecker, an old time newspaper and theatrical man, writes from the Baldwin Hotel, S. F. "I have been troubled with dyspepsia in its worst form and indigestion. Before I tried Joy's Vegetable Sarsaparilla, I spent many a dollar on remedies without relief. My misery was so great at times it seemed as if I should die. In three days I found *Joy* was in that bottle, and the second put me on my feet. It will cheat the grave of many a victim."

WHEN nature falters and requires help, recruit her enfeebled energies with Dr. J. H. McLean's Strengthening Cordial and Blood Purifier. $1 per bottle.

NEW ADVERTISEMENTS.

JAS. SEADLER,
Architect and Superintendent of Construction.
No. 918 Fifth street, between J and I, Sacramento. ja22-tf&Su

To Learn Wood-Carving.

APPLICATIONS TO ESTABLISH A CLASS in Wood-Carving, for both sexes, will be received. Two evenings a week. Tuition dependent on number, but will not exceed $2 50 a month. Address, M. S. CUSHMAN, Secretary California Museum Association, Crocker Art Gallery. [B. C.] 1t

AMUSEMENTS, ETC.

METROPOLITAN THEATER.

CHAS. P. HALL.....Proprietor and Manager
L. HENRY.....Business Manager

—ONE NIGHT ONLY.—

THIS, WEDNESDAY EVEN'G, JAN. 22d,

Frank E. Griswold's Great and Only

"UNCLE TOM'S CABIN COMBINATION."

Mr. Griswold's Uncle Tom's Cabin Company will present their popular version of Mrs. Harriet Beecher-Stowe's ever-welcome and world-famous drama for one night only, with Band, Banners, Horses, Ponies, Donkeys, Dogs, Jubilee Singers, Etc., Etc.

PRICES—50 and 75 cents; no higher. Seats on ale sall day.

IMPORTANT NOTICE!—Heaters all in place and Theater as warm as any private dwelling. ja20-3t

METROPOLITAN THEATER.

CHAS. P. HALL.....Proprietor and Manager
L. HENRY.....Business Manager

FRIDAY NIGHT, January 24th,

The Reigning Favorite of the Comedy Stage, The Charming and Gifted Comedienne,

MISS VERNONA JARBEAU,

In Her Brilliant Musical Comedy,

STARLIGHT!

SATURDAY NIGHT, January 25th,

Last appearance of MISS VERNONA JARBEAU, in her new Sparkling Musical Comedy,

STRICTLY CONFIDENTIAL,

By Edward Poland. Miss Jarbeau in her Charming and Fascinating MOONLIGHT DANCE.

PRICES—50 and 75 cents. No charge for reserving. Seats on sale Thursday. ja22-4t

CALEDONIAN CLUB

—WILL GIVE AN—

Old-time Concert and Ball — Friday Evening, January 24th,

At Armory Hall. Admission, 25 cents each. j21-4

SKATING RINK,

Old Pavilion, Corner Sixth and M Streets.

OPEN EVERY MORNING, AFTERNOON and evening. Music Wednesday and Saturday evenings.

GEORGE H. CLARK, Proprietor.

DANCING CLASSES.

—1890—

Gentlemen's class Monday, 7:30 P. M.; single lesson, 50c; 12 lessons, $5. Ladies' and gentlemen's class Tuesdays 7:30; single admission, 50c; 750 per couple. Ladies' class Friday 3 P. M. Children's class 1:30 Sat. afternoon. Private lessons at all hours. Turner Hall. [tf] JONES, FISCH & WATSON.

DELINQUENT TAXES.

SEALED BIDS WILL BE RECEIVED BY the Tax Collector of Sacramento County, at his office, to

January 30, 1890, at 5 o'clock P. M.,

For publishing the Delinquent Tax List of Sacramento county in some newspaper, or supplement thereto, published in the county of Sacramento.

Bidders must state the price per square of 240 ems nonpareil for first insertion; also, for each subsequent insertion.

Said list to be published once a week for three successive weeks (four insertions).

First publication to be on or before MONDAY, February 4, 1890.

GEO. C. McMULLEN, Tax Collector.
By W. W. COONS, Deputy.
Sacramento, Cal, January 20, 1890. ja21-10t&Su

For improved and economic cookery use

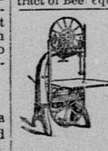
LIEBIG COMPANY'S

EXTRACT OF MEAT

For Beef Tea, Soups, Made Dishes, Sauces (Game, Fish, etc.), Aspic or Meat Jelly. Keeps for any length of time, and is cheaper and of finer flavor than any other stock.

J. v. Liebig

Genuine only with J. von Liebig's signature, as above, in blue. One pound of Extract of Beef equal to forty pounds of lean beef.



Wood-working MACHINERY

Of all kinds, of Best Make, at LOWEST PRICE.

SAWMILL AND SHINGLE MACHINERY,

Hoe Chisel Tooth Saws, etc.

ENGINE GOVERNORS

Iron-Working Tools,

Crosby Steam Gauges

ENGINES and BOILERS OF ANY CAPACITY, Etc.

TATUM & BOWEN,

34 & 36 Fremont st., San Francisco,

☞ Manufacturers and Agents.

WANTED.

10,000 DEER SKINS. WILL PAY THE highest price. Or tan them on shares. Will also make the best Gloves in the State. Call for DODGE'S GLOVES, and take no other. Factory, 1017 Ninth street, Sacramento, Cal. Dodge's Sacramento Glove Factory and Tannery. [4ptl] P. H. DODGE, Proprietor.

ADVERTISEMENT OF HALE BROS. & CO.

NOTICE—Our Stores are open on Saturday Evenings only until 9 o'clock. Closed all other days at 6 P. M.

Of Special Interest.

We place our entire stock of FURS at your disposal at a DISCOUNT of 33⅓ per cent. Such an offering just comes in the nick of time for you and the season's needs. But the sooner they're cleared out the better are we pleased, even though it involves a sacrifice.

The same thought runs through the entire Clearance Sale story.

The WHITE FLOUNCINGS may strike you as rather chilly just now, but it's only a question of a few months when you will be paying double and quadruple money for just such qualities. Half Flouncings reduced to 25 cents. Full-width Flouncings reduced to 50 cents.

There are a trio of bargain items in the Domestic Department of interest to housekeepers—Gray Linen CRASH, reduced to 5 cents; large White BLANKETS for $1; HONEYCOMB BEDSPREADS, with knotted fringe, for 75 cents.

Serviceable things for men in the Clearance Sale: Moleskin OVERSHIRTS, reduced from 75 and 85 cents to 50 cents. Heavy Gray MERINO HOSE, from 25 cents to 15 cents. Heavy Kip WORKING SHOES, full stock, reduced to 90 cents. WORKING PANTS for 95 cents.

HALE BROS. & CO.

CORNER OF NINTH AND K STREETS, SACRAMENTO.

Great Clearing Sale

ALL-WOOL LADIES' CLOTH AND TRICOT,

36 INCHES WIDE, REDUCED FROM 45 CENTS

To 27½ Cents per Yard!

STILL FURTHER

Reductions in Cloaks and Wraps.

E. LYON & CO., 700 and 702 J street, Sacramento, Cal.

The Largest and Most Genuine Clearance Sale

—OF—

FALL AND WINTER GOODS

Is now on, and will continue for 30 DAYS. Call and be convinced.

Mechanical Clothing Store, H. Marks, Prop.,

No. 414 K Street.

AUCTIONS.

REGULAR AUCTION SALE

—OF—

FURNITURE, CARPETS, CROCKERY, GLASSWARE, STOVES, ETC.

WEDNESDAY, - - JANUARY 22, 1890

At 10 o'clock A. M.

At Salesroom, 1009-1011 J Street,

BELL & CO.....AUCTIONEERS,

Will sell to the highest and best bidder the following goods:

ONE WALNUT CYLINDER BOOKCASE AND Secretary; one Walnut Bookcase; one Cherry Bedstead and Mattress; two Ash Bedroom Suits; Four Cottage Bedroom Suits; Chairs, Tables, Lounges, extra Bureaus and Washstands, Double and Three-Quarter Beds and Mattresses; Body Brussels Carpets; Tapestry Carpet; Threeply and Ingrain; Cooking Stove, Crockery and Glassware and other articles.

BELL & CO., Auctioneers.
W. T. CROWELL, Assistant.

No reserve on goods.

W. H. SHERBURN.

AUCTIONEER AND COMMISSION MERCHANT, No. 323 K street.

AUCTION SALE

—OF—

Furniture, Harness, Tea, Etc., Etc.

FRIDAY, - - - JANUARY 24, 1890

At Salesroom, No. 323 K Street,

I WILL SELL WITHOUT REGARD TO COST, and positively no limit, the largest lot of Furniture ever before offered in Sacramento at auction, and comprising in part:

14 Bedroom Suits in Walnut, Ash, Pine and Oak;
2 Dozen Horse Blankets;
1 Dozen Buggy Robes;
6 Sets Buggy harness, Whips, Halters, etc., etc.
5 Mats Japan Tea
Wardrobes, Pictures, Chairs, Spring Beds, etc.

A rare chance to fit out a lodging house.

☞ Sale positive. Terms cash. ☜
Goods must be sold.

W. H. SHERBURN.....Auctioneer.

Waterhouse & Lester,