## SUPREME COURT DECISIONS.

[Filed January 4, 1891.]
IN BANK.

COFFEY, Respondent, vs. GRAND COUNCIL, Petitioner. } No. 14,010.

This is an application for a writ of mandate to compel Hon. J. P. Hoge, a Judge of the Superior Court, to settle a bill of exceptions in the case of Coffey vs. The Grand Council of the Young Men's Institute, and should be entitled *Coffey* vs. *Hoge*, Judge.

On the petitioner's own showing we think it is not entitled to the writ prayed for.

After judgment in the court below in favor of the plaintiff, the defendant in due time served its notice of intention to move for a new trial and proposed statement. Proposed amendments were served January 30, 1890, and on February 3d defendant served notice that they were not accepted and that the proposed statement and amendments would be presented to the Judge on February 10, 1890, at 10 A. M. Counsel for the plaintiff appeared before the Judge at the hour named, but no one appeared on behalf of the defendant, nor was the proper statement presented until 2 o'clock of the day named, when its counsel went to the chambers of the Judge and asked permission to withdraw the proposed statement and amendments for the purpose of seeing if the attorneys for the respective parties could not agree upon a settlement. Two days later he called at the office of the plaintiff's attorney for a voluntary settlement, but the latter refused to consider the proposal, claiming that defendant had lost the right to a settlement by reason of its laches. Thereupon defendant's counsel incorporated all of the proposed amendments in the statement and presented an engrossed copy of the same to the Judge for his certificate on March 11, 1890, but the latter refused and still refuses to sign the same, claiming that he had lost jurisdiction to act upon it.

The petitioner alleges that its counsel was engaged in causes pending in other departments of the Superior Court, and for that reason overlooked the hour for which the settlement of the statement had been fixed. If there is any power to relieve a party from the effect of such an inadvertence it is in the court below, not here. The matter was presented to the Judge, and the petition shows that the petitioner was given repeated hearings on its application, all parties being present. As stated before, if there was any power anywhere to relieve the petitioner from its default, and if good cause could be shown in that behalf, the court below was the proper tribunal to determine the matter, and we must assume that it did not abuse its discretion on the showing made by the parties.

Furthermore, it appears that counsel for the petitioner did not ask the Judge to settle the statement when he appeared before the latter at 2 o'clock, and that he did not leave the papers with the Judge, but withdrew them. Instead of going immediately to the attorney for the adverse party to see if a voluntary settlement could be had, he held the papers for two days, and after being informed that no settlement could be made, the reasons for which were given, he held them for about a month before any attempt was made to secure the certificate of the Judge. No excuse is offered for these delays.

Counsel for petitioner asked at the hearing to be allowed to amend the petition, so as to set out the conversation between himself and the Judge which occurred at 2 o'clock February 10th, as fully as it is set out in his affidavit in opposition to the motion made in Department One of this court to dismiss the appeal. If the petition can be amended in any case after an alternate writ has been issued, and the respondent has appeared and answered the same, it would be useless to allow it in this case. We have looked into the affidavit referred to, and there is nothing there alleged which would have any material bearing on the question before us.

No copy of the petition or of the writ was served on the plaintiff, and respondent has moved to dismiss on that ground. Rule 28 requires the petitioner to serve copies on the party in interest. This would of itself be sufficient ground for dismissing the petition, no offer having been made to comply with the rule.

The demurrer is sustained without leave to amend, and the alternate writ is discharged.
PATERSON, J.

We concur:
WORK, J.
SHARPSTEIN, J.
MCFARLAND, J.

[Filed January 4, 1891.]
DEPARTMENT ONE.

COFFEY, vs. THE GRAND COUNCIL. } No. 14,010.

This is a motion to dismiss the appeal for failure to file the transcript. The certificate of the Clerk makes a *prima facie* case in favor of the moving party, but appellant claims that there is a statement on motion for a new trial, which remains unsettled by the Judge of the court below, and which he intends to use on appeal.

The Judge of the court below, after repeated hearings on appellant's application to settle the statement, has refused to certify to it on the ground that it has lost its right to a statement by its failure to present the same to him for settlement. An application was made to this court in bank for a writ requiring the Judge to settle the statement, and the petition has been denied. The facts shown there (Coffey vs. the Grand Council, this day filed) are the same as the facts here.

If we assumed that the Judge had the power in his discretion to settle the statement after February 10th, it still appears that after repeated applications he has refused to settle the statement, and we must assume that he will continue to do so, and that there can, therefore, be no statement on appeal.

The appeal is dismissed. PATERSON, J.

We concur:
WORKS, J.
DE HAVEN, J.

[Filed January 6, 1891.]

Appeal from Superior Court, San Joaquin County.
For appellants, J. C. Campbell.
For respondents, Carter & Smith.

IN BANK.

R. E. WILHOIT ET AL., Assignees, Appellants, vs. THOS. CUNNINGHAM ET AL., Respondents. } No. 13,495.

This is an appeal by the plaintiffs from a final judgment, entered against them upon defendants' demurrer to their complaint, praying that defendants be enjoined from selling the realty in controversy under certain writs of execution.

It appears by the complaint that Ella Averill, on the 6th day of October, 1885, commenced two separate actions in the Superior Court of San Joaquin County against M. E. Bryant, to recover of him the amounts due upon two promissory notes, and on the same day caused a writ of attachment to issue in each action, and be levied upon certain real estate then belonging to Bryant; that thereafter on the 31st day of the same month Bryant was by and in the same court adjudged an insolvent debtor, against whom the said creditor, Averill, on the 27th day of the same month, proved her several claims, including the two promissory notes above mentioned; that on or about the 30th day of January, 1886, by the consent of defendant, Averill, as such creditor and all the other creditors, the insolvency proceedings were by an order of the court duly dismissed; that on the 16th day of February, 1886, Bryant being still insolvent, at the request of defendant, Averill, and his other creditors executed and delivered to plaintiffs a deed of assignment of all his property not exempt from execution, for the benefit of his creditors, pursuant to Division 4, Part 2, Title 3, of the Civil Code, which deed embraced the real estate levied upon by the writs of attachment above mentioned; that the plaintiffs, as such assignees, accepted the trust, and in due time qualified as required by law, and entered upon, and still continue, in the discharge of the duties of the said trust; that the said deed and a proper inventory were duly filed for record; that defendant, Averill, assented to the execution and delivery of the deed of assignment to the plaintiffs, and also to the acceptance by plaintiffs of the trust thus created; that since the said trust was created the plaintiffs have been the owners and in the possession of the real estate in controversy, in trust for the benefit of all of the creditors of Bryant, including the defendant, Averill; that prior to the execution of said deed the levies under the writs of attachment above mentioned were dissolved; that on the 21st day of September, 1887, in the Superior Court aforesaid, the defendant, Averill, obtained a judgment in her favor in each of the suits upon the promissory notes, and caused a writ of execution, regular in form, to issue in each case, and to be placed in the hands of her co-defendant, Cunningham, as Sheriff of San Joaquin county, for service; that the said Sheriff has by virtue of said writs of execution levied upon and threatens to, and unless restrained by injunction, will sell the real estate in question, and thereby cast a cloud upon the plaintiffs' title thereto, which will prevent them from executing their trust expeditiously and with advantage to the creditors of Bryant; that the said execution levies were made for the express purpose of hindering the plaintiffs from executing their trust.

The grounds of demurrer are: First—Insufficiency of the facts stated to constitute a cause of action; second, ambiguity *and* uncertainty of the facts in certain specified particulars; third, incapacity of the plaintiffs to sue, because it does not appear that the inventory was verified as required by Section 3462 of the Civil Code.

1. In support of the first ground of demurrer, the respondents contend that the assignor still retains an equitable interest in the land in controversy, which was included in the deed of assignment, and that it is subject to sale upon execution. But this argument does not apply to the facts. The allegation (folio 47) is, that the defendant, Cunningham, as Sheriff, has levied upon and threatens to sell, not the assignor's equitable interest in the residuum of the property assigned, but the whole of the property itself, thereby including the assignees legal title thereto, as well as the equitable interest of the assignors in the residuum, if there should be any.

The deed of assignment is controlled by the provisions of the Civil Code relative to trusts. (Civil Code Section 3449.) Those provisions so far as applicable here, are as follows:

"Section 863. Except as hereinafter otherwise provided, every express trust in real property, valid as such in its creation, vests the whole estate in the trustees, subject only to the execution of the trust. The beneficiaries take no estate or interest in the property, but may enforce the performance of the trust.

"Section 864. Notwithstanding anything contained in the last section, the author of a trust may, in its creation, prescribe to whom the real property to which the trust relates shall belong in the event of the failure or termination of the trust, and may transfer or devise such property, subject to the execution of the trust."

The trust created by the deed of assignment here, relates to real property, and was expressly created for the benefit of the creditors of the assignor. There was no reservation in it of any estate or interest to the assignor except that authorized by Section 864, *supra*, wherein the assignor (folio 20) provides that the residuum left after his creditors are satisfied shall be returned to him, his executors, administrators or assigns. No other estate or interest could be reserved in a trust of this character. (Sub-division 4, Section 3457 of the Civil Code.) The effect of the deed then was to divest the assignor of his entire interest and estate in the property assigned, subject to the right to a reconveyance of any residue remaining undisposed of after the creditors are satisfied, or payment of the surplus of the proceeds of the sales of the property.

This is in accordance with the weight of authority in other jurisdictions, as shown in Burrill on Assignments, 5th Ed., Sec. 298.

Under our law as declared in the Civil Code, an insolvent may, in good faith, make an assignment for the benefit of his creditors, with or without the consent of the latter; and when such an assignment is made the creditors must either avail themselves of the assets without preference (Section 3457) or not at all.

The object of the law is to enable a debtor, through his assignee, to dispose of his property for the benefit of his creditors. This object would be defeated if one of the creditors could ignore the assignment and sell the property to satisfy his particular claim. Such a sale would, if it could be made, deprive the assignees of the property. Or, if it would not, still the sales would cloud the title of the assignees, because in any action they might have to prosecute for the removal of the cloud so cast, the evidence of the purchaser's title would show that such latter title was derived from the assignor, to overcome which the assignees would have to prove that the judgments were obtained in actions commenced before the deed of assignment was made upon debts covered and provided for by the deed of assignment. (Pixley vs. Huggins, 15 Cal. 137; Porter vs. Pico, 55 Cal. 165; Roth vs. Insley, 24 Pac. Rep. 853.) Such a cloud would prevent them from disposing of the property to the advantage of the creditors in the performance of their trust.

The respondents further contend that the threatened sales, if made, would not cast a cloud upon the assignees' title to the property, inasmuch as the judgments, upon which the executions were issued, were obtained subsequent to the assignment, and therefore all that could pass under the sales would be the equitable interest of the assignor in the residuum of the property assigned.

But the facts here show that the actions in which she obtained her several judgments were begun upon subsisting credits before the assignment was made, and that as such a creditor she assented to the assignment. Therefore she is one of the creditors for whose benefit the assignment was made, and as such must take her proportionate share with the other creditors. Besides, as already shown, the execution levies were not restricted to the equitable interest of the assignor in the residuum, but were made upon the whole property.

It is further claimed by the appellants that as the complaint shows that defendant Averill acquired a lien by attachment in each of the actions in which she obtained her judgments, above mentioned, before the assignment was made, and as it does not appear that those attachments were dissolved, the liens so acquired became merged in the judgments, and in consequence she is entitled to sell the realty in question to satisfy such judgments. But it distinctly alleged that those attachments were dissolved, but the date is not stated. If, however, the absence of the date renders it insufficient, it appears from the allegations respecting the insolvency proceedings which preceded the assignment, that are pleaded as matters of inducement, that the attachments were levied within one month prior to Bryant filing his petition in insolvency. Since this is so, the attachments became dissolved by operation of law. (Insolvent Act of 1880, Section 17.) And that which is implied by law need not be pleaded. (Kraner vs. Halsey, 82 Cal. 289).

2. The second ground of demurrer is in the conjunctive—that is, that the complaint is ambiguous *and* uncertain. These are made separate grounds of demurrer by Subdivision 7 of Section 430 of the Code of Civil Procedure. And in the case of Kraner vs. Halsey, *supra*, it was held that, where such separate grounds of demurrer are conjoined, the complaint must be defective on each or the demurrer must be overruled. There the complaint was held to be neither ambiguous nor unintelligible, but uncertain in several particulars, and the demurrer upon the ground of ambiguity, unintelligibility *and* uncertainty not sustainable.

In this case we do not think the complaint is ambiguous. There is but one respect in which it may be said to be so, and that is wherein it is stated that the defendant Averill, as a creditor, proved her claim in the insolvency proceedings several days before Bryant was adjudged an insolvent. But as those proceedings were dismissed, this allegation is immaterial. The complaint is uncertain with regard to dates, as in Kraner vs. Halsey, as well as in several other respects, but as it is not both ambiguous and uncertain, it comes within the rule of that case.

3. As to the capacity of the plaintiffs to maintain this action as assignees, it is urged that as it does not appear from the complaint that the affidavit required by Section 3462 of the Civil Code was attached to and filed with the inventory, the assignment in consequence was void, and the plaintiffs are therefore without legal capacity to sue.

In the case of District No. 110 vs. Feck (60 Cal. 405), this court said: "The defendants demurred to the complaint. The first ground of demurrer is that the complaint does not state facts sufficient to constitute a cause of action. The objections specified are, in substance, that it does not appear from the complaint that the plaintiff was ever duly created a swamp and overflowed land district. That objection, however, if well taken, would go to the legal capacity of the plaintiff to sue, and not to the sufficiency of the facts stated to constitute a cause of action. (The Phœnix Bank vs. Donnell, 40 New York, 410.) A demurrer on the ground that plaintiff has not the legal capacity to sue, would be bad, because it does not appear upon the face of the complaint that the plaintiff has not. It is not a good ground of demurrer that it does not appear in the complaint that the plaintiff has the legal capacity to sue. That omission can only be taken advantage of by answer. (C. C. P. Sec. 433: The Phœnix Bank vs. Donnell. *Supra*. See also Miller vs. Luco, 80 Cal. 257.

In the present case it appears by sufficient allegations, the defect not having been specially pointed out under the first ground of demurrer, that Bryant made a valid assignment for the benefit of his creditors, and that the plaintiffs, as assignees thereunder, accepted the trust, and duly qualified as such assignees. It therefore appears affirmatively that the plaintiffs have the legal capacity to sue. And if it be a fact that the affidavit, which seems to be essential to the validity of the assignment (Civil Code, Sections 3461, 3462, 3463, 3465; Beardsley vs. Frame, 24 Pac. Rep. 721), was omitted, then under the rule applied in District No. 110 vs. Feck *supra*, such omission must be set up in the answer, because it does not affirmatively appear upon the face of the complaint that such affidavit was omitted.

We therefore advise that the judgment be reversed, with instructions to the trial court to overrule the demurrer to the complaint, and grant defendants leave to answer within the usual time. GIBSON, C.

We concur:
VANCLIEF, C.
BELCHER, C. C.

THE COURT.

For the reasons given in the foregoing opinion, the judgment is reversed, with instructions to the trial court to overrule the demurrer to the complaint, and grant defendants leave to answer within the usual time.

[Filed January 5, 1891.]

Appeal from Superior Court, San Joaquin County. (Name of Judge not appearing.)
For appellant, J. C. Campbell.
For respondents, Carter & Smith.

IN BANK.

H. S. SARGENT ET AL., Assignees, Appellants, vs. THOMAS CUNNINGHAM ET AL., Respondents. } No. 13,496.

This case is in all material respects like that of Wilhoit et al., Assignees vs. Cunningham et al., No. 13,495, this day decided, and for the reasons given in that case, we advise that the judgment herein be reversed with instructions to the trial court to overrule the demurrer to the complaint, and grant the defendants leave to answer within the usual time.

We concur:

THE COURT.

For the reasons given in the foregoing opinion the judgment is reversed with instructions to the trial court to overrule the demurrer to the complaint, and grant the defendants leave to answer within the usual time.

[Filed January 4, 1891.]
IN BANK.

EX PARTE AH SING. No. 20,705.

Application to be discharged on *habeas corpus*.

The petitioner, as appears by the return, is in custody of the Sheriff of the City and County of San Francisco, by virtue of a commitment upon a conviction by the Police Court of the city and county aforesaid of a misdemeanor, viz.: visiting a gambling place.

It is urged that the court below was without jurisdiction, because the time was not set forth in the complaint upon which the conviction was had.

This point might have been considered and passed on by the court which rendered the judgment, and might also have been considered and passed on by the Superior Court, to which the case was carried by appeal of the defendant, and the judgment there affirmed.

We cannot see that the court below was without jurisdiction for the defect claimed which is brought to our attention.

The writ is discharged and the petitioner remanded to the custody of the Sheriff of the city and county above mentioned.

So ordered. THORNTON, J.

We concur:
MCFARLAND, J.
BEATTY, C. J.
PATERSON, J.

[Filed January 5, 1891.]

Appeal from Superior Court of the County of Los Angeles—William P. Wade, Judge.
For appellant, L. F. Fisher and C. C. Stephens.
For respondent, R. Dunnigan.

DEPARTMENT ONE.

JOYCE, Respondent, vs. WING YET LUNG, Appellant. } No. 13,687.

The findings show that Wing Yet Lung was on March 27, 1888, indebted to the firm of Joyce & Duncan in the sum of $643 30, and that firm being also indebted to the respondent in the same amount, they upon that day gave an order requesting the appellant to pay respondent the sum of $643 30. Said order was accepted by appellant and he paid thereon the sum of $300. Judgment was rendered against appellant for the balance of $343 30, and his motion for a new trial denied.

Appellant's acceptance of the order drawn against him by the firm of Joyce & Duncan was only verbal, and upon the trial he objected to the admission of the evidence showing such verbal acceptance, and also to the introduction of the offer itself, upon the ground that such acceptance not being in writing was not binding, and that the order itself was incompetent evidence without a written acceptance, and these objections being overruled are assigned as error.

The court did not err in overruling appellant's objection to this evidence. (Wheatley vs. Strobe, 12 Cal. 92.)

The evidence is sufficient to support the findings, and we find no error in the record.

Judgment and order affirmed.
DE HAVEN, J.

We concur:
GAROUTTE, J.
PATERSON, J.

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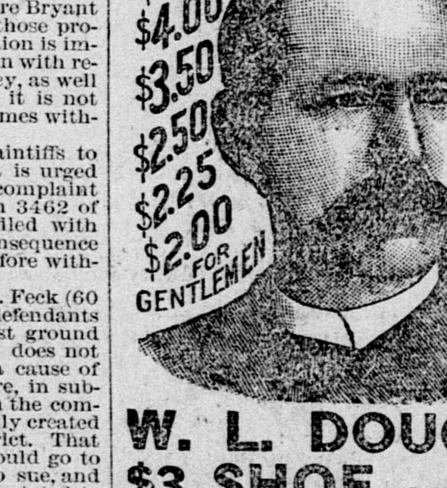


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$3,700. 160 ACRES IN EL DORADO county, two miles from railroad station; small vineyard and orchard; good house and barn; 100 acres fenced. 653

80 ACRES, NEAR LINCOLN, PLACER county, $35 per acre; good land. 627

$700. 20 ACRES, NEAR NEWCASTLE; good fruit land. THIS IS A BARGAIN; must be sold.

MONEY TO LOAN.

P. BOHL. E. A. CROUCH.
MILLS & HAWK,
Real Estate Dealers,
301 J street, Cor. Third, Sacramento.

180 ACRE RANCH FOR SALE, ONLY five miles from Sacramento; all fenced; oranges growing on the place; all the land tillable; eight-room dwelling, barns, etc.; windmills, tanks, etc.; a splendid place, and so near the city that it is quite desirable; it is for immediate sale; one-half can remain on mortgage. COME AND SEE US.

Agency Union Insurance Company.

LAWTON, BARNETT & CO.
REAL ESTATE,
Insurance, Loans Negotiated, Houses to Rent, Collections.
402 J street, Sacramento, Cal.

Baker & Hamilton,
—IMPORTERS AND JOBBERS OF—
HARDWARE, IRON, STEEL, COAL, POWDER,
Agricultural Implements and Machines,
BARBED WIRE, CORDAGE, BELTING.
SACRAMENTO..........CALIFORNIA.

HOLIDAY GOODS!
THE BEST SELECTION OF
JEWELRY!
—AT—
J. HYMAN, JR.,
No. 506 J street..........Sacramento

FUCHS' CALIFORNIA HAIR RESTORER
Found at Last!
AN INFALLIBLE HAIR REMEDY. IT removes dandruff, restores the gray hair to its natural color, prevents or stops it from falling out, and promotes a healthy, luxuriant and glossy growth of hair. Try a bottle. Price, only 75 cents, delivered free to any part of the the country.
Laboratory, 525 J street.
ja5-tf HENRY FUCHS, Proprietor.

A. M. SMITH,
Plumber and Gas Fitter, 412 J street.
A FULL LINE OF GAS FIXTURES, FINE Gloves and Plumbers' Supplies. Agent for the celebrated Clevel and Hydraulic Beer Pump. All orders promptly attended to. Telephone No. 143.

"NO HUMBUG," 5 CENTS
"Spanish Blossom," 10 Cents.
THE BEST 5 AND 10-CENT CIGAR EVER PLACED ON THE MARKET.
A. HERTZEL,
Dealer in Cigars and Tobacco, No. 826 K street

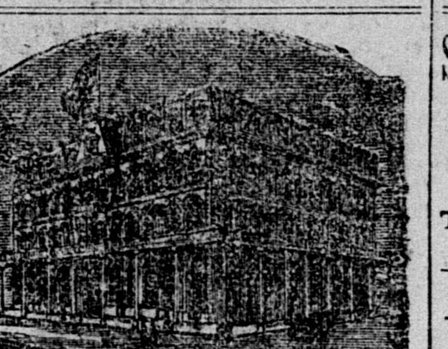
CHARLES FLOHR, PRACTICAL GUNSMITH,
1024 SIXTH STREET, BETWEEN J AND K, importer and Dealer in Shotguns, Rifles and Pistols. Ammunition of all kinds constantly on hand. Safes and Scales repaired, and Trusses made to order.

STENOGRAPHY AND TYPEWRITING
AT 628½ J STREET. ROOM 4.
ja10-1m*

CAUTION AGAINST FRAUD.
IN THE MATTER OF THE ESTATE OF Thomas Harrigan, deceased, now pending in the Probate Court, no final account has ever been made nor no final settlement as yet. MARGRET HARRIGAN, executrix and administratrix. ja8-1m

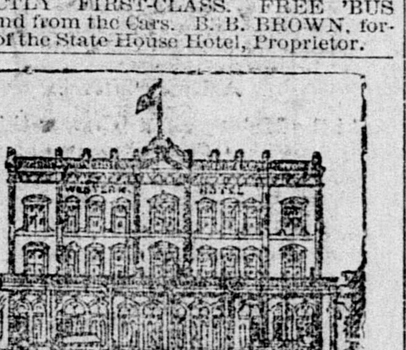
G. Benjamin Clow, M. D.,
SURGEON AND PHYSICIAN, RESIDENCE 1021 L street. Office, corner Sixth and K streets. Hours—10 to 12 A. M., 2 to 4 and 7 to 8 P. M.; Sundays, 11 A. M. to 1 P. M. Superfluous hair, facial blemishes and birth marks removed by Electrolysis. Telephone No. 218.


### Hotels and Restaurants.

GOLDEN EAGLE HOTEL,
Corner Seventh and K streets.
STRICTLY FIRST-CLASS. FREE 'BUS TO and from the cars.
W. O. BOWERS, Proprietor.

CAPITAL HOTEL,
Corner Seventh and K streets, Sacramento.
STRICTLY FIRST-CLASS. FREE 'BUS to and from the Cars. B. B. BROWN, formerly of the State House Hotel, Proprietor.



WESTERN HOTEL,
THE LEADING HOUSE OF SACRAMENTO, Cal. Meals, 25 cents. WM. LAND, Proprietor. Free 'Bus to and from hotel.

INTERNATIONAL HOTEL
FOURTH AND K STREETS, THE CHEAPest and best hotel in the city. Meals, 25 cents; Rooms, 25 and 50 cents; Board, $4 per week; Board and Lodging, $20 per month.
n26-tf W. A. CASWELL, Proprietor.

THE SADDLE ROCK
Restaurant and Oyster House.
FIRST-CLASS HOUSE IN EVERY REspect. Ladies' dining-room separate. Open day and night. BUCKMANN & CARRAGHER, Proprietors. No. 1019 Second street, between J and K, Sacramento.

PACIFIC HOTEL,
Corner K and Fifth sts., Sacramento.
CENTRALLY LOCATED, AND CONVEnient to all places of amusement. The best family Hotel in the city. The table always supplied with the best the market affords. Street Cars from the depot pass the door every five minutes. Meals, 25 cents.
C. F. SINGLETON, Proprietor.


### Undertakers.


J. FRANK CLARK,
UNDERTAKING PARLORS,
1017 and 1019 Fourth street, Sacramento.
EMBALMING A SPECIALTY.—GEORGE H. CLARK, Funeral Director and County Coroner. Telephone No. 134.

REEVES & LONG, Undertakers,
No. 609 J Street,
KEEP ON HAND EVERYTHING IN THE Undertaking line. Also, Agents for the Indestructible Burial Caskets (made of cement) Orders from city or country attended to at all hours. No Ice used. Embalming a specialty.

W. J. KAVANAUGH, Undertaker.
No. 513 J st., bet. Fifth and Sixth.
ALWAYS ON HAND A LARGE ASSORTment of Metallic and Wooden Caskets. Burial Cases, Coffins and Shrouds furnished. Coffin orders will receive prompt attention on short notice and at the lowest rates. Office open day and night.

THE PARKER HAMMERLESS SHOTGUN

AT THE ANNUAL TOURNAMENT OF 1889, held at Cannes, France, the grand prize, consisting of 2,000 francs and a valuable cup, was won with the Parker Hammerless. The first Parker Hammerless gun made won the championship of America at Decatur, Ill. Send for Illustrated circular.
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New York Salesroom, 97 Chambers St.

S. CARLE,
SUCCESSOR TO CARLE & CROLY, CONtractor and Builder. Orders solicited and promptness guaranteed. Office and shop, 1124 Second st., between K and L.

Big G is acknowledged the leading remedy for Gonorrhœa & Gleet. The only safe remedy for Leucorrhœa or Whites. I prescribe it and feel safe in recommending it to all sufferers. A. J. STONER, M. D., DECATUR, ILL.
Cures in 1 to 5 DAYS. Guaranteed not to cause Stricture. Mf'd only by The Evans Chemical Co. Cincinnati, O. U. S. A. Trade Mark.
Sold by Druggists. PRICE $1.00.

WEAK MEN MADE STRONG FREE TO ALL MEN! Sealed Treatise, explaining absolute and perfect CURE without stomach drugging, for Lost Manhood, Nervous Debility, Lack of Vigor and Development, Premature Decline, Functional Disorders, Kidney and Bladder Diseases, etc. Address THE MARSTON CO., 19 Park Place, New York, N. Y.

TO WEAK MEN Suffering from the effects of youthful errors early decay, wasting weakness, lost manhood, etc., I will send a valuable treatise (sealed) containing full particulars for home cure, FREE of charge. A splendid medical work; should be read by every man who is nervous and debilitated. Address, Prof. F. C. FOWLER, Moodus, Conn.


### Railroad Time Table.

SOUTHERN PACIFIC COMPANY.
PACIFIC SYSTEM.
November 15, 1890.
Trains Leave and are due to Arrive at Sacramento.

| LEAVE | TRAINS RUN DAILY. | ARRIVE |
|---|---|---|
| 6:15 A | Calistoga and Napa | 11:40 A |
| 3:05 P | Calistoga and Napa | 8:40 P |
| 12:50 A | Ashland and Portland | 5:55 A |
| 4:30 P | Deming, El Paso and East | 7:00 P |
| 7:30 P | Knights Landing | 7:10 A |
| 10:50 A | Los Angeles | 8:50 A |
| 12:05 P | Ogden and East—Second Class | 2:25 A |
| 11:00 P | Central Atlantic Express for Ogden and East | 8:15 A |
| 3:00 P | Oroville | 10:30 A |
| 3:00 P | Red Bluff via Marysville | 10:30 A |
| 10:40 A | Redding via Willows | 4:00 P |
| 2:25 A | San Francisco via Benicia | 11:40 A |
| 6:15 A | San Francisco via Benicia | 12:35 A |
| 8:40 A | San Francisco via Benicia | 10:40 P |
| 3:05 P | San Francisco via Benicia | 8:40 P |
| *10:00 A | San Francisco via steamer | §6:00 A |
| 10:50 A | San Franc'o via Livermore | 2:50 P |
| 10:50 A | San Jose | 2:50 P |
| 4:30 P | Santa Barbara | 8:50 A |
| 6:15 A | Santa Rosa | 11:40 A |
| 3:05 P | Santa Rosa | 8:40 P |
| 8:50 A | Stockton and Galt | 7:00 P |
| 4:30 P | Stockton and Galt | 8:50 A |
| 12:05 P | Truckee and Reno | 2:25 A |
| 11:00 P | Truckee and Reno | 8:15 A |
| 12:05 P | Colfax | 8:15 A |
| 6:15 A | Vallejo | 11:40 A |
| 3:05 P | Vallejo | †8:40 P |
| *6:35 A | Folsom and Placerville | *2:40 P |
| *3:10 P | Folsom and Placerville | *11:35 A |

*Sunday excepted. †Sunday only. §Monday excepted. A.—For morning. P.—For afternoon.
RICHARD GRAY, Gen. Traffic Manager.
T. H. GOODMAN, General Passenger and Ticket Agent.

### Business Cards.


ARCHITECTS.
N. D. GOODELL AND F. H. SCHARDIN have associated themselves together as Architects and Builders. Office, Pioneer Hall, Seventh street, between J and K, Sacramento, Cal. Consultation and estimates made free of charge.

MRS. MARION STIRLING, M. D.,
LATE LADY PRINCIPAL OF DUFFERIN Medical College for Women, and Superintendent of Women's Hospitals and Dispensaries in Northern British India. Diseases of women and children a specialty. OFFICE—Room 7, Odd Fellows' Temple.

H. F. ROOT. ALEX. NEILSON. J. DRISCOL.
ROOT, NEILSON & CO.,
UNION FOUNDRY—IRON AND BRASS Founders and Machinists, Front street, between N and O. Castings and machinery of every description made to order.


### Attorneys-at-Law.


CHARLES H. OATMAN,
ATTORNEY AND COUNSELOR AT LAW. Office—420 J street, Sacramento, Cal. Notary Public.

A. L. HART,
ATTORNEY-AT-LAW—OFFICE: SOUTHwest corner Fifth and J streets. Rooms 12, 13 and 14, Sutter Building.

THOMAS W. HUMPHREY,
ATTORNEY AND COUNSELOR AT LAW. Southwest corner Seventh and J streets; Notary Public. Collections. Sacramento, Cal.


### Dentistry.


F. F. TEBBETS,
DENTIST, 914 SIXTH ST., between I and J, west side, opposite Congregational Church.

DR. W. C. REITH,
DENTIST, LINDLEY BUILDing, southeast corner Seventh and J streets, Sacramento, Cal.

C. H. STEPHENSON,
DENTIST, CORNER SEVenth and J streets, over Lyon's Dry Goods Store.

H. H. PIERSON DENTIST, 511 J ST SAC.


### Fruits, Seeds, Produce, Etc.


CULTIVATED WHITE WILD OATS
And ALFALFA SEED in lots to suit.
W. H. WOOD & CO.,
WHOLESALE PRODUCE,
Nos. 117 to 125 J Street, Sacramento.

S. GERSON & CO.,
—WHOLESALE—
Fruit, Produce and Commission Merchants,
SACRAMENTO, CAL.
P. O. Box 170.

CURTIS BROS. & CO.,
GENERAL COMMISSION MERCHANTS,
Wholesale Dealers in Fruit and Produce,
308, 310, 312 K st., Sacramento.
Telephone 37. Postoffice Box 335.

W. R. STRONG CO.,
Wholesale Fruit and Produce Dealers,
SACRAMENTO, CAL.

EUGENE J. GREGORY. FRANK GREGORY.
GREGORY BROS. CO.,
SUCCESSORS TO GREGORY, BARNES & CO., Nos. 126 and 128 J st., Sacramento, wholesale dealers in Produce and Fruit. Full stocks of Potatoes, Vegetables, Green and Dried Fruits, Beans, Alfalfa, Butter, Eggs, Cheese, Poultry, Etc., always on hand. Orders filled at LOWEST RATES.


### Liquors, Wine, Beer, Etc.


Finest Lunch House in the City,
CAPITAL ALE VAULTS, NAGELE & SVENSSON, Proprietors. Lunch from 11 A. M. to 2 P. M. Clam Chowder and Mussel Soup every evening from 6 to 12 o'clock. Finest brands of Wines, Liquors and Cigars.

CONCORDIA BEER HALL,
No. 1021 Fourth Street.
HAVING MADE EXTENSIVE IMPROVEments the public are now cordially invited to a first-class resort. Sandwiches of all kinds. Buffalo Beer on draught and in bottles. The finest Wines, Liquors and Cigars on hand. H. KOHNE, Proprietor.

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IMPORTERS AND WHOLESALE DEALers in Wines and Liquors. Agents for the celebrated Pommery and Greno Champagne.

M. CRONAN,
230 K St., and 1108-1110 Third St., Sacramento, Cal.,
IMPORTER AND WHOLESALE DEALER in Fine Whiskies, Brandies and Champagne.

JAMES WOODBURN,
No. 417 K Street, Sacramento, Cal.,
IMPORTER AND WHOLESALE DEALER in fine Whiskies, Brandies, Wines and Liquors. Thanking my old friends and patrons for their former patronage, I solicit a continuance of the same. All orders will be promptly and carefully filled.

FRIEND & TERRY
Lumber Company.
MAIN YARD AND OFFICE, 1310 SECond street. Branch Yard, corner Twelfth and J streets.

Waterhouse & Lester,
—DEALERS IN—
Iron, Steel, Cumberland Coal, Wagon Lumber and Carriage Hardware,
709, 711, 713, 715 J St., Sacramento.

$4 BUYS A CORD
OF OLD LUMBER WOOD. GET YOUR winter supply now at the C. O. D. YARD, Fourth and I streets.