SUPREME COURT DECISIONS.

[Filed, January 6, 1891.]

Appeal from Superior Court, Nevada County—J. M. Walling, Judge.

For appellant, George A. Rankin, of counsel, T. C. Coogan.

For respondent, Cross & Simonds.

IN BANK.

E. G. SUKEFORTH, Respondent, vs. GEO. LORDD, Appellant. } No. 13,363.

This is an action to recover damages on account of the seizure by defendant under a writ of attachment, of certain goods, claimed by the plaintiff. The case arose under the following circumstances:

On the 15th of August, 1888, L. M. Sukeforth, who for a number of years theretofore had carried on a certain carpet business at Nevada City, being largely indebted and insolvent, sold, transferred, and delivered to the plaintiff—who is his brother—for a nominal consideration of $1,500 his entire stock in trade, all his outstanding bills and accounts and all other property, exempt from execution, which he then possessed. Among his creditors at the time of this transfer were Sloan & Company, wholesale carpet dealers, who caused a suit to be instituted upon their claim, and in said suit caused an attachment to be issued which was levied by the defendant, as Sheriff of Nevada County, on the stock of carpets, etc., then in the possession of the plaintiff, and claimed by him as vendee of his brother. Thereupon this action was commenced against the Sheriff, who defends upon the ground that the sale from L. M. Sukeforth to the plaintiff was fraudulent and void as to creditors.

The case was tried by a jury who found for the plaintiff, and the defendant appeals from the judgment and from an order denying his motion for a new trial.

At the trial in the Superior Court all questions of fact were eliminated from the case by the mutual admissions of counsel except the single one of fraud in the sale, and all the assignments of error which we are asked to consider relate exclusively to that matter.

A preliminary objection is made by the respondent to any consideration of the errors assigned, upon the ground that the answer of the defendant was insufficient to raise the issue of fraud.

The allegations of the answer upon this point are as follows:

"That the defendant is informed and believes, and upon such information and belief so avers the fact to be, that on or about the said 15th day of August, 1888, while said L. M. Sukeforth was so as aforesaid engaged in business, and while he was so aforesaid indebted, he, said L. M. Sukeforth, and the plaintiff, who is his brother, conspired together for the purpose and with the intent to hinder, delay and defraud the creditors of said L. M. Sukeforth out of their just debts and demands against him, said L. M. Sukeforth; and with such purpose and intent the said L. M. Sukeworth made a pretended, false and fraudulent sale of the property mentioned in plaintiff's complaint, and of all other property save such as is by law exempt from execution, owned by said L. M. Sukeforth, to the plaintiff, and with such purpose and intent the said plaintiff received said pretended false and fraudulent conveyance; and thereupon said plaintiff took possession of said property and so held the same, and not otherwise."

Here had been a demurrer to the answer, it would probably be held on the authority of Pershon vs. Hewitt, 79 Cal., 598, and other cases cited by respondent, that these allegations were insufficient as a plea of fraud. Or, if evidence tending to prove the supposed fraud had been objected to at the trial upon the ground of immateriality, the objection would probably have been sustained unless the answer had been amended.

But there was no demurrer to the answer, and at the trial evidence was offered and admitted without any objection whatever, which tended in the strongest manner to establish every fact necessary to invalidate the sale on the ground of fraud.

The question therefore is whether a party who has treated an answer containing a general allegation of fraud as sufficient to raise the issue by going into a trial of all the questions involved without any objection, can make the point here for the first time that there is no such issue in the case.

We think there can be no manner of doubt that if the verdict and judgment in this case had been in favor of the defendant and the plaintiff had been appealing, he would not have been heard to allege the defect in the answer, which he relies on here to prevent a consideration of the errors assigned by the defendants.

In King vs. Davis, 34 Cal. 106, the plaintiffs were appealing and in this court objected to the answer on precisely the ground taken by the respondent here. But the court said: "The point made by the appellant that the answer does not make an issue of fraud cannot be considered by us further than to say that it comes too late. The answer contains a general allegation of fraud, and the appellant went to trial upon the issue thus joined without making any exception to the answer on the score of insufficiency. Nor was any objection made by the appellant to the testimony introduced by the respondent in support of the issue of fraud. On the contrary, that issue was assumed to have been properly made and was tried upon its merits. Under these circumstances an objection to the answer that it does not contain a statement of the particular facts and circumstances constituting the alleged fraud cannot be entertained by us."

This proposition, that the failure to allege the particular facts constituting fraud, or estoppel, or other special defenses pleaded in general terms, may be waived by failure to demur, or to object to the evidence offered at the trial, has been affirmed over and over again in a long series of cases running through our reports from the first volume down to the case of Hughes vs. Wheeler, 76 Cal. 230.

We refer to the following among many others: (Lee vs. Figg, 37 Cal. 335; Hutchings vs. Castle, 48 Cal. 155; Bull vs. Ford, 66 Cal. 176.)

Against this long list of cases is cited the recent decision of Department One of this court in Albertoli vs. Branham, 80 Cal. 633, which is supposed to establish a different doctrine.

If that case could not be distinguished from this it would be sufficient to see that it is not law. A decision of one department of this court cannot be held to have overruled a long line of cases decided by the whole court, especially when they are not even named or otherwise referred to in the department decision, and were evidently not considered.

But the truth is, that case differed from this and from the cases above cited in the important particular that the evidence of fraud was objected to at the trial (though the report does not show it). By reason of this fact, probably, counsel for defendant did not make the point that there had been any waiver of defects in his plea of fraud, and did not cite any of the cases holding the doctrine above quoted from King vs. Davis. His whole contention was that his plea was sufficient, and that was the only question which the department decided. Therefore, the rule of King vs. Davis is still unquestionably the law of this State, as it unquestionably ought to be.

But the respondent contends that it does not apply to this case, because:

First—The answer was in such form that he could not have demurred to it on any ground allowed by the statute; and, therefore, he waived nothing by failure to demur.

Second—The record does not show that he failed to object to evidence of fraud.

Third—The defect in the plea was not cured by verdict as in King vs. Davis and other cases in which the verdict was in favor of, and not against, the plea as it is in this case.

With respect to the first point, respondent says the plea of fraud was not separately stated, but was coupled with a denial of plaintiff's ownership, which made the answer good against the general demurrer to the whole answer, and a demurrer to the plea of fraud impracticable. We think, however, that the plea of fraud is separately stated in the answer, and might have been separately demurred to. But if it was not separately stated it must be regarded as qualifying the denial in general terms of plaintiff's ownership, and showing that such denial meant nothing more than that the plaintiff was not the owner of the goods, because the transfer from L. M. Sukeforth was void as to creditors by reason of fraud. In which case—assuming that the fraud was insufficiently pleaded—the whole answer was demurrable on the ground that it did not state facts sufficient to constitute a defense, or that it was ambiguous, uncertain and unintelligible. (Code Civil Procedure, Section 444.)

As to the second point. It is true, as contended by respondent, that there is no express statement in the record to the effect that he failed to object to the evidence of fraud, but we do not deem such an express statement necessary, if the fact can be clearly inferred from the statement, as we think it can. The defendant in moving for a new trial specified in his statement the particular grounds upon which he relied, and every specification of fact or law showed that he relied upon having proved every fact necessary to establish a fraudulent sale. He also set out the evidence to sustain his specifications, all appearing to have been received without any objection upon the ground that fraud had not been pleaded. If any such objection had been made it was the right of the respondent to amend the proposed statement so as to show it, and undoubtedly he would have done so. The fact, therefore, that no objection appears to have been made is proof that there was none. To hold otherwise would destroy all the advantage of the doctrine of waiver; for in all cases where the party had not been warned of the defects of his plea by demurrer or objection to evidence, he would be wholly unaware of the necessity of making it appear by his statement or bill of exceptions that he had not been warned, and the court would merely have saved him from one snare in order to involve him in another.

As to the third ground for denying the defendant the benefit of the doctrine of waiver, we think that the fact that he is appealing is rather in his favor than otherwise. In King vs. Davis, as in all the cases in which the plaintiff was appealing, the only consequence of a reversal of the judgment on account of the insufficiency of the plea would have been a re-trial of the cause upon amended pleadings, but to affirm the judgment on that ground when the defendant is appealing would leave him without remedy or hope of redress. Therefore, when he is appealing in a meritoriotious case in which he might prevail on a new trial under correct rulings, it would be even more unjust to allow plaintiff to object to his plea in this court for the first time than it would have been to allow the objection in the cases cited.

For these reasons we conclude that the defendant is entitled to have his appeal considered on its merits.

His first proposition is that the evidence showed without substantial conflict that the transfer of the property in controversy by L. M. Sukeforth to plaintiff was fraudulent and void as to creditors, and that the Superior Court erred in not granting a new trial on that ground.

It is certain that many facts were established without any conflict in the evidence from which the jury would have been justified in inferring a fraudulent intent upon the part of plaintiff and his brother in making and accepting the transfer, but we are not willing to say that such inference was absolutely necessary. It is, however, certain that the case was such as entitled the defendant to have the issue of fraud submitted to the jury upon instructions fully and fairly stating the law applicable thereto.

This we think was not done—the court having given instructions that should have been refused or qualified, and refused instructions that should have been given. But here again we are met with the technical objection that the errors of the court in giving and refusing instructions cannot be reviewed because they were not excepted to in time or at all.

The objection is based upon the following statement in the record:

"After the officer had been sworn to take charge of the jury, and as the jurors were retiring, but before they were out of the courtroom, counsel for the defendant stepped up to the side of the bench and said to the court: 'I would like an exception entered to all the instructions given by the court, at the request of the plaintiff, to all the instructions asked by the defendant, and refused by the court, and to all instructions given by the court on its own motion.'

"The court said: 'Have any exceptions entered your desire.'

"Counsel said: 'Shall I have the clerk enter them?'

"The court replied: 'If you choose to do so.'

"Neither the minutes of the court kept by the clerk, nor the reporter's notes of the trial, show that any exception to instructions was reserved or entered."

This shows very clearly that a sufficient exception was taken to the written requests to charge given and refused. (McCreery vs. Everding, 44 Cal. 249; Shea vs. P. & R. V. R. R. Co. *Id.* 429), though it was probably insufficient as an exception to the oral charge of the court. (Rider vs. Edgar, 54 Cal. 130, and cases there cited). We will, therefore, consider only the exceptions written to the charges.

It was error to give plaintiff's instruction No. 15, which was as follows:

"If you find a verdict for the plaintiff in this case, your verdict will be for the value of the property converted by the defendant at the time of the conversion, not exceeding the sum of $4,000, together with interest thereon from August 25, 1888, to this date, at the rate of seven per cent. per annum."

The property taken by defendant was alleged in the complaint and admitted by the answer to be worth $4,000, and a verdict for the plaintiff could not properly have been rendered for less than $4,000 and interest. Under this instruction the jury were allowed to find, and they did find, a verdict for less than $4,000.

This does not look like an injury to the defendant, but he complains that he was injured by the instruction in this way. If the jury had been compelled to find for the plaintiff for $4,000, or at all, they would have found for defendant, but being allowed to find a smaller verdict for plaintiff they eased their consciences by a sort of compromise between what they wished, and what the law demanded. We scarcely think that this would have been a ground for reversal, but as the case is to be remanded for a new trial on other grounds, and as the defendant deems himself injured by this instruction, we feel constrained to pronounce it erroneous.

It cannot perhaps be said that the first, eleventh and thirteenth instructions asked by plaintiff are positively erroneous. They are all to the effect that a transfer of property by a debtor to one creditor in preference to others is not necessarily fraudulent. It would have been better, however, in view of the facts of this case, to have added the qualification that such transfer must be made in good faith.

The instructions asked by defendant, and numbered 4, 6, 11 and 16, were all correct and pertinent, and the refusal to give them was error, and error clearly prejudicial to the defendant.

By the first (No. 4) the defendant sought to impress upon the jury the view that a man is guilty of fraud in doing what the law deems fraudulent, although he may not be conscious that he is committing any wrong. By the second (No. 6.) the court was asked to instruct the jury that the acceptance by a creditor from an insolvent debtor of an amount of property largely in excess of his demand is a circumstance tending to prove a fraudulent intent. By the third (No. 11) the court was asked to charge as follows:

"If a debtor who is insolvent transfers to one of his creditors all his property, except such as is exempt from execution, with an understanding or agreement between himself and his creditor that the latter will dispose of the property so transferred, and after paying himself, refund whatever remains to the debtor, such an understanding or agreement would be a circumstance tending to show that the transfer was made with the intent to delay and defraud creditors; and where the value of the property so transferred is grossly in excess of the creditor's claim, that is a circumstance tending to show that such an understanding exists.

The fourth (No. 16) contains a correct statement as to the necessity in most cases of relying upon circumstantial or presumptive evidence to prove fraud, and of the amount of proof required to establish it satisfactorily.

From the character of the evidence in this case, it was important that the jury should be correctly informed on all these points, and for the error in refusing these instructions the judgment and order appealed from must be reversed.

We see no error in the other rulings complained of.

Judgment and order reversed and cause remanded. BEATTY, C. J.

We concur:
McFARLAND, J.
PATERSON, J.
SHARPSTEIN, J.

[Filed January 4, 1891.]

Superior Court Sacramento County—J. W. Armstrong, Judge.

For petitioner, Amos H. Carpenter

For respondent, A. L. Rhodes, Wilson & Wilson.

IN BANK.

D. M. VANCE, Petitioner, vs. SUPERIOR COURT OF SACRAMENTO COUNTY, AND J. W. ARMSTRONG, JUDGE, Respondent. } 13,936.

This proceeding is in the form of an original petition to this court, in which it is stated (substantially) that the petitioner Vance was a defendant in a certain action in the court of respondent; that judgment having been rendered against him in said action, he presented to the respondent, Judge of said court, a draft of a bill of exceptions which, it is averred, contained a true statement of the proceedings and evidence in said action; that the said Judge changed said draft by striking out certain things from its statement of said proceedings and evidence, and inserting certain other things therein, and settled said bill as so amended by him; and that the amendments made by said Judge were incorrect and untrue. The prayer of the petition is that this court "will allow and settle said bill of exceptions as set forth in the printed pages of this petition." The printed pages of the petition contain the entire draft of the bill of exceptions which purports to state all the proceedings and evidence in the action referred to; and the written part shows the amendments made by the Judge before the settlement. The amendments do not appear to us to be material; and yet they may have some importance which does not appear here.

If this proceeding can be maintained at all it must be by virtue of Section 652 Code of Civil Procedure. The language of that section is as follows: "If the judge in any case *refuse to allow an exception* in accordance with the facts, the party desiring the bill settled may apply by petition to the Supreme Court to prove the same." Now, it seems quite apparent upon the face of this language that the petition must be based upon the refusal of the judge to allow an exception which is "An objection upon a matter of law to a decision made * * * by a court, tribunal, judge or other judicial officer," (C. C. P., 646); but in the petition now before us there is no avernment, or showing, or pretense that the respondent refused to allow any exception whatever, or that the proceedings or evidence about which the dispute occurs had any reference whatever to any exception which he refused to allow. The petitioner, therefore, clearly fails to bring himself within the language of the section. It is argued, however, by petitioner, as it has been argued by counsel in other recent cases, that there should be no "narrow" construction given to Section 652, but that this court should construe it to extend to every imaginable case where, in a statement on motion for a new trial, or (which is practically the same thing) in a long bill of exceptions covering the whole trial, there is a dispute between the attorney and the presiding judge as to what evidence had been introduced, or what in other respects had occurred at the trial. This is an attempt, without warrant in the canons of construction, to assume that the Legislature meant more than it said. No interpretation can be justly called "narrow" which follows statutory language, which is itself *ex industria* narrow. When Section 652 was enacted the statutory general law—in accordance with the inherent distinction between trial and appellate courts—was, that the Judge of the trial court alone should make that record, which otherwise would not be record, by settling statements and bills of exceptions; and that the appellate court should act upon records as they came to it. If the Legislature had intended to entirely overturn that ancient rule, and to send the appellate down into the trial court to construct for the latter an entire history of a trial there, it certainly would not have confined itself to the "narrow" language which it employs. But it evidently approached the subject with the greatest caution. It said nothing about statements on motion for new trial, or about what evidence, or what history of proceedings generally should go into statements or general bills of exceptions, nor did it undertake to give this court general power to reconstruct such statements or bills, or determine what evidence should go into or be stricken out of them. It refers solely to a case where the Judge is charged with having refused to allow an exception; that is, where a party claims that he made "an objection upon a matter of law to a decision made" by the court, and took an exception to the decision, and the court refuses to certify in a bill or statement that such an exception was taken, or that such an occurrence took place. In such a case the party may prove, if he is able, in this court, that he did take such exception, and may prove, no doubt, in that connection, sufficient surrounding facts to show what the point of the exception is. If he succeed in making his proof his exception will be here put into a bill, certified by this court through its Chief Justice, and filed with the clerk below, where it will take its place among the other things which constitute the record. But when the code speaks of an exception which the judge has refused to allow, it necessarily refers to an exception which the judge had the power to allow, and Section 652 has no application except where a judge has refused to allow such an exception. If it be an evil that a statement of what evidence was introduced, made by a judge who presided over the trial, and who acts in his judicial character and under his judicial oath, cannot be overcome by the contradictory statement of somebody else, why it must be put into the large class of evils (real or imaginary) which this court has no jurisdiction to remedy. These views are in accordance with Landers vs. Landers, 82 Cal. 480. They are also expressly held in the recent case of Hyde vs. Boyle (24 Pac. Rep., p. 1,059), although in the latter case it does not appear that the opinion was concurred in by a majority of the court. And for the reasons above stated the application in the case at bar must be dismissed.

It may be noticed that counsel for respondent raises here, for the first time, the point that Section 652 is unconstitutional, for the reason that by it the Legislature undertook to confer upon this court powers, and to impose upon it duties, not embraced in any of the categories of jurisdiction enumerated in that part of the constitution by which this court is created. But as the case is already disposed of we do not care to consider the constitutional question at this time.

The prayer of the petition is denied, and the proceeding dismissed. McFARLAND, J.

We concur:
WORKS, J.
SHARPSTEIN, J.
I concur in the order.
PATERSON, J.

AN EVENTFUL CAREER.

Is That of a Billiard Ball When Taken from First to Last.

There are few men or things that are called upon to roll into more close corners or queer situations than is a billard ball. That is, of course, after it has become a full-fledged billard ball. Its career prior to this is rather monotonous. An elephant, either in Asia or Africa, carries it with him in his wanderings very near to his trunk. It is then known as his tusk, and has been the cause of some very tall lying in the way of elephant stories told by various persons, of whom Rider Haggard is the foremost representative.

The transition from being an elephant's tusk to being a billiard ball in good standing is not sudden. It takes time to effect it. In the first place, according to the New York *Mail and Express*, it is not every tusk that is suitable to make a billiard ball from. There are several factories in New York City, and they say that it takes a good while to turn out a perfect ball. The firms here, however, have to do but part of the work, for they get the tusks that are of the proper quality sent to them cut into sections, each section being large enough to allow of the turning of a single ball out of it. Most of this material comes from Hamburg. The ivory is so marked that the turners here know what part of the tusk each piece comes from, and in this way can calculate as to the grain and quality of the article.

It requires skilled labor to turn out a billiard ball. One-half of it is first turned, an instrument of the finest steel being used for the work. Then the half-turned ball is hung up in a net and is allowed to hang there for a year to dry. Then the second half is turned and then comes the polishing. Whitening and water and a good deal of rubbing are necessary for this. It is necessary in the end that the ball shall to the veriest fraction of a grain be of a certain weight.

It is after being placed on the billiard table that the real life of the billiard ball commences. There are pores in ivory just as there are in the epidermis. These may close and then, if in a hot room, the ball is likely to crack, or it may crack by reason of concussion with other balls. During the first stage the billiard ball may mix in almost any society. It may gyrate under the magic cue of a Slosson, a Schaefer, a Vignaux or some other champion, or it may be toyed with by fair dames in private billiard-rooms in swell houses on Murray Hill.

When it cracks it drops a step lower. It is sent to a factory and a small fraction of a nick is shaved off from it. You next see it in some second-rate billiard-room on Sixth Avenue. Finally it rolls even lower and into some second-hand shop, and thence into a Bowery saloon, where "crooks" manipulate it to the dismay and discomfiture of visitors from the rural districts. The rest is soon told. The balls become cracked, decrepit and practically useless for the purpose for which they were made. Then they are bought up by other dealers, are cut up and made into smaller articles. If the worst comes to they worst, the can be burned and used in the making of ivory black. A checkered life enough is that of a billiard ball.

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J. v. Liebig

Miscellaneous.

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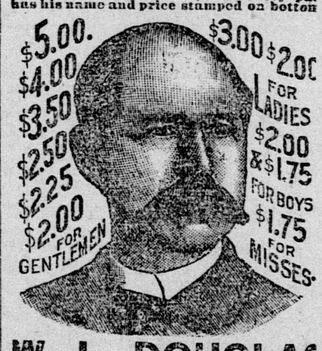

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$4.00 Hand-sewed Welt. A fine calf Shoe unequalled for style and durability.

$3.50 Goodyear Welt is the standard dress Shoe, at a popular price.

$3.50 Policeman's Shoe is especially adapted for railroad men, farmers, etc.

All made in Congress, Button and Lace.

$3 & $2 SHOES FOR LADIES

have been most favorably received since introduced and the recent improvements make them superior to any shoes sold at these prices.

Ask your Dealer, and if he cannot supply you send direct to factory enclosing advertised price, or postal for other blanks.

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The great success of this well-known brand has flooded the country with inferior imitations.

Smokers—Beware of dealers who try to force on you an inferior Tobacco, under the pretense it is as good as "Seal." You know what you want. See that you get it. MWF

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HOECKEL & CO., Proprietors,

—DEALERS IN—

Choice Teas and Coffee.

LOOK AT OUR BARGAINS:

Gilt Edge Butter at 75c per roll.
Fresh Ranch Butter at 55c per roll.
Fresh Ranch Eggs at 27½c per dozen.
Tomatoes, 10c per can.
We are still selling that fine lot of Honey at 10c per comb.

Give us a trial. We are sure to suit you.

Bulk Teas and Coffee a specialty

d23-tf

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Sacramento, Cal.—Founded, 1850.

Saturday Hours.....10 A. M. to 1 P. M.

Directors and Shareholders:

D. O. MILLS.....1,538 Shares
EDGAR MILLS, President.....1,538 Shares
S. PRENTISS SMITH, Vice-Pres. 250 Shares
FRANK MILLER, Cashier..... 351 Shares
C. F. DILLMAN, Asst. Cashier.... 125 Shares
Other persons own.....1,198 Shares

Capital and Surplus, $600,000.

☞ Chrome Steel Safe Deposit Vault and Time Lock.

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Southwest Corner Fourth and J streets, Sacramento, Cal.

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DIRECTORS:

C. W. CLARKE, JOS. STEFFENS, GEO. C. PERKINS, FRED'K COX, N. D. RIDEOUT, J. R. WATSON, W. E. GERBER.

PEOPLE'S SAVINGS BANK,

Sacramento City.....California

CAPITAL STOCK PAID UP, $225,500; Reserve and Surplus, $54,253 26. Term and Ordinary Deposits received. Dividends paid semi-annually. Money loaned on Real Estate only. WM. BECKMAN, President. GEO. W. LORENZ, Cashier.

SACRAMENTO BANK.

THE OLDEST SAVINGS BANK IN THE city, corner of Fifth and J streets, Sacramento. Guaranteed capital, $500,000; paid up capital, gold coin, $300,000; loans on real estate in California, July 1, 1890, $2,814,242; term and ordinary deposits, July 1, 1890, $2,709,394. Term and ordinary deposits received. Dividends paid in January and July. Money loaned upon real estate only. The Bank does exclusively a savings bank business. Information furnished upon application to W. P. COLEMAN, President. ED. R. HAMILTON, Cashier.

CROCKER-WOOLWORTH NATIONAL BANK,

322 Pine street, San Francisco.

PAID-UP CAPITAL, $1,000,000. SURPLUS, $250,000.

DIRECTORS:

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W. E. BROWN.....Vice-President
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And ALFALFA SEED in lots to suit.

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Wholesale Fruit and Produce Dealers,

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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

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.,

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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 D