A PARSON AT A SEANCE.

Professor Steen's Spirits Material and Immaterial.

The Cleric Gets Away from Home and Into Queer Company—Experience in a Cabinet—The Astral Hand.

"California is a great State," continued the parson. "It is full of enterprise and voters, consequently it is a great resort. Cheap spirits, ten cents a drink, but there are two kinds of spirits, material and immaterial, and it is of the latter that I propose to speak this evening. I am a side partner of the former, but for the latter I have no time. A few weeks ago I attended what is called a 'spiritualistic seace' at the New Wigwam building in San Francisco, and there must have been about three thousand people there. It was given by Mr. and Mrs. Steen, and at the request of the medium, who was a self-made woman by the name of Catastrophe Jane. I went upon the stage to collar the spirits if possible, and exhibit them to the gaze of the audience. I made up my mind to do so before the show was over, and make a good record for myself.

"On the stage stood a cabinet, a kind of four-cornered tent, in which the medium hid herself and allowed the spirits to monkey around ringing bells, pounding tambourines, playing guitars and such things, while the medium was firmly bound to a board nailed to the stage, with court-plaster and strong cotton thread. A big rope was tied around her feet, and and a fellow on the outside held it for fear that she'd make a sneak through a crack in the floor when the people weren't looking.

SEVENTH-STREET WHISKY.

"I want it distinctly understood that I don't take any stock in immaterial spirits, but at the same time I ain't got the kidney to say that such an arrangement don't exist after what I saw that night. I had taken several drinks of Seventh-street whisky before I went to the seance, and was feeling in pretty good condition for a picnic of that kind. After the medium had been shut up in the cabinet, and the guitar, tambourine and bells had got through a fourteen-round contest, Marquis of Queensberry rules, Mr. Steen asked me to look into the rear of the cabinet and see if I could discover any artificial means for producing the effects. I drew back the curtain with a jerk, and I'm a goose pimple if the table didn't rare up on its hind legs and make a jump for me, clawing the air with its fore feet. I removed myself from the cabinet and told Mr. Steen I guessed he'd better take me me to the hospital, as I'd never had them before, and I was afraid they might go hard with me if I didn't get good treatment. I told him my father was a hard drinker, and had died with them, and I was afraid I'd go off the same way. He laughed at me, and told me the spirits had done it. I told him I knew it, but if I got over it that time I'd never drink again. He laughed some more, and told me to sit down and keep my eye on the cabinet. I did so. Everything seemed all right, and I began to think that perhaps I wasn't so bad off as I had thought I was, when Mr. Steen said there would be manifestations given on the open stage in front of the cabinet.

HOMELY, BUT A DANDY.

"He called a woman up out of the audience and sat her near one corner of the cabinet, and got the medium near the other corner, and he placed me between the two. I allowed each woman to hold my hand, and, when we had fixed ourselves, Mr. Steen covered us all up but our heads, and we sat facing the audience like three mummies. The woman who had come up out of the audience was homely enough to make a street car jump the track, but she was a dandy to hold a fellow's hand. When we were all ready Mr. Steen gave the signal and the medium began to whistle for her spirits, but they wouldn't show up. I suggested to Mr. Steen that he cover up the woman's face on my right and give the spirits a chance. Just as I was shooting of my mouth somebody slugged me in the neck, and a guitar was stuck out through the curtain over my shoulder and played 'We Won't Go Home Till Morning,' with variations. I whispered that we'd probably stay unless somebody unpinned us, and the guitar came off its roost and slid down into my lap. I looked down expecting to see it squirm, but it didn't, and I had just begun to feel encouraged when I got another slug in the neck, and pretty soon a lot of flowers were thrown at me. I bowed to the audience and was just about to thank them for the banquets, when a big calla lily was stuck into my ear Beef twisted around several times, and in the cabinet behind me bells began to ring and the tambourine began to rattle, and I could hear that table prancing around. This was too much for my weak nerves, and with a yell I resigned my position, and, lying down on the stage, asked Mr. Steen to see that the papers said I died of typhoid fever, as my folks didn't know that I was an intemperate man, and it would kill them to know that I had taken rooms in a drunkard's grave. This brought the house down, and after awhile I got so that I could look at my boots without shivering, and stood up.

ARE YOU THERE?

"After the woman who sat near to me had regained consciousness, Mrs. Steen said she would give me an exhibition with a hand which was purely on scientific principles. She said she would stand off at a safe distance and ask questions, which the hand would answer by rapping. 'One rap means yes, two raps no and three raps perhaps,' she said. The hand that she trotted out was big enough to hoe Early Rose potatoes, and weighed about eight pounds. She laid it on a pane of glass and asked a lot of questions, which it answered. Finally, she said it would answer questions for anybody, and suggested that I ask some. I stepped up, and looking straight at the hand, said in a calm voice, 'Are you there?' I hadn't more than got the last word out of my mouth, when the hand jumped and tapped 'Yes' on the afterwards of my pants, and in a sharp, decisive way came, 'Perhaps so,' in the same locality. By the time the last tap was in I had descended from the front of the stage and was wedged in between the piano and the proscenium box. Two days later I came to my senses in the hospital, and the doctor told me on the quiet that if I took proper care of myself I would probably be able to sit down, without making loud demonstrations, in a couple of weeks. That was the first and only seance I tampered with, and I'm not anxious to make dates with any more of them."

New Fashions.

A new London fashion, which has been seen in New York on one or two special occasions, is the combination of black cloth and net. The net has large, coarse-looking meshes, without figures, and is used for the sleeves and skirt. The round bodice is of black cloth, with jet galloon on the edges, and a high collar-band of jet. The large lace sleeves are made over close sleeves. The straight skirt of net is bordered with a cloth band six inches wide, edged at the top with narrow jet gimp. With this gown was worn a black velvet hat trimmed with gold ribbon, and a long cape of black cloth, lined with yellow. A black velvet ruff, showing yellow facing, was around the neck. The gloves were of yellow kid, slightly stitched with black.

DOWN THE RIVER.

Plowing on Grand Island—New Light-House on Roe Island.

[Rio Vista News, January 30th.]

H. C. Goodyear and N. Haggard, of Winters, arrived Monday with twenty-four mules, which were taken over on Grand Island by the steamer Aurora Tuesday. The mules will be used in plowing the island. Every indication points to a busy season along the river, and Ferris & Williams, of Grand Island, will do their part.

It is a duty for some one to compliment Mrs. M. A. Hensley for her pluck in going ahead and pumping the water off her land on Andrus Island, while every one was telling her that she was just throwing money away and would accomplish no satisfactory results. But she was not easy to discourage. She bought a lot of coal, hired a good engineer, and, for a nominal sum, pumped the water off her land. Now if the winter continues to be spring she will have a big crop, while the other farmers on the same island will have a duck resort.

Notice to mariners is given that on and after February 16th a fixed white light of the fifth order will be exhibited from the structure recently erected in the marsh at the southerly point of Roe Island, Suisun Bay. The light will illuminate the horizon. It may be seen in clear weather, from the deck of a vessel fifteen feet above the sea, twelve nautical miles. The light will be shown from a black lantern. During thick or foggy weather a bell will be struck, by machinery, a single blow every ten seconds.

LIST OF LETTERS

Remaining in the Postoffice at Sacramento on Monday, February 2, 1891:

Ladies' List.

Allen, Miss Florence	Hoyt, Mrs David B
Anderson, Mrs G W	Hutchinson, Mrs M
Baker, Miss Maggie	Jacinta Anna
Bates, Mrs Cora L	Johnson, Mrs M E
Bates, Mrs F E	Johnston, Miss Mamie
Beck, Miss Maggie	Kelly, Mrs Mary E
Belmon, Mrs Maria	Koenng, Ida
Black, Miss Mary	Lowry, Mrs Mary
Blair, Mrs A	Manning, Miss Kate
Brandon, Miss Ethel	McClellan, Mrs Lizzie
Braunhart, Mrs Rosa	McCormick, Miss J
Brooks, Miss L M	McCauley, Miss Nellie
Bronner, Miss Mamie	McCormack, Mrs Ella
Carlson, Mary	McClennan, Mrs
Charlton, Mrs D	McConnell, Mrs Julia
Church, Miss Lou	Miller, Auguste
Clark, Miss Jessie	Mitchell, Miss Nell
Clark, Mrs C S	Malone, Winnifred
Coleman, Mrs S M	Nelson, Miss Nettie
Comstock, Mrs M C	Oster, Miss Lena
Cooper, Miss J B	Olsen, Miss Helen
Cook, Mrs L J	Reynolds, Miss May
Crozier, Mrs Canie	Reynolds, Mrs E
Dawson, Mrs Mary	Renaldo, Miss C
DeFiennes, Mrs M J	Richards, Miss J E (3)
Dean, Della (2)	Rockwood, Miss N
Dilly, Mrs C B	Schenberger, Miss M
Dodd, Miss Minnie (2)	Schmidt, Miss Annie
Donahue, Mrs M	Schork, Mrs Adam
Douglas, Maggie	Sevage, Mrs A C
Dunn, Mrs Wm	Sheehy, Mrs Hannah
Duart, Maria	Silver, Miss Maria
Enos, Miss Edith	Smith, Mrs Eugene
Fossar, Mrs G	Sparks, Mrs William
Fuchs, Miss Rose	Starchman, Mrs
Gales, Miss	Stephenson, Mrs H
Gippert, Miss R	Stowers, Mrs Mary
Glover, Mrs A	Taylor, Miss C
Grant, Miss Nellie P	Thompson, Mrs J O (2)
Hall, Miss Clara (2)	Turk, Miss Eliza
Hall, Mrs	Tootell Miss Joabell
Hoag, Mrs A M	Walker, Mrs Robert

Gentlemen's List.

Argerter, P D	Hall, M G	Nelson, S R
Adams, C S	Hall, J W	Noble, Aaron
Adams, O J	Hamilton, R	O'Brien, H
Allen, G B	W (2)	Olmstead, G W
Ayres, A	Harper, James	Parker, E
Baker, A W	Hayes, P H	Patton, C S
Bargevin, Jos	Hazlett, G A	Patrick, Alb'rt
Barry, H N	Henry, G B	Pelnam, H J
Barbiere, A	Hildreth, B	Perez, G M
Barret, J E	Hudson, Jack	Peterson, F R
Beamer, R	Jones, —	Phillips, Louis
Below, Diek	Jones, L	Pfeiffer, Louis
Blum, E	Keely, J H	Pippen, J H
Blotchet, C	Kinyon, E	Quick, Foull
Boeker, A	Kirchoff, C J	Raymond, A H
Braunhart, B	King, P	Richard, H
Bronner, A	Kohnstedt, H	Rice, M L
Brown, D G S	Lake, Geo	Robinson, J B
Brown, Joseph	LaDue, J M	Ross, H
Brown, Geo	Lambard, L	Sanford, Louis
Budd, Jos H	Leazure, M	Scott, C S
Buel, A B	Lewis, G	Schmidt & Co
Buckland, C A	Lute, Leno	Scrons, D
Burler, B	Lyons, Chas	Shields, Jack
Campbell, E	Lynch, John	Sidney, John
Cann, C M	Makandles, J	Small, E H
Cheraue, B	Maloney, J J	Smith, L
Clark, Wm	Manix, John	Stunbergh, GC
Clegg, Richard	Mandeville, S	Stephens, Ed
Cone, W W (5)	Marandum, D	Stephenson, R
Connelly, W	McCleary, J C	P
Crandell, R B	McCormack, T	Steavens, Wm
Cummer, B F	McKean, F	Strover, H F
Dukes, John	McKenzie, G W	Stickney, W S
Doan, J H	McKericher, ED	Strauss, M
DeLeon, J M	McLaren, John	Strader, B D
Dixon, Tom	McManus, M	Symons, G
Dayel, David	Melvin, A T (2)	Taylor, A R
Dicker, J N	Merritt, E W	Telford, Jas
Elliott, E J	Metcalf, E B	Tagan, W
Ferrington, C	Milzer, Aug	Thornton, B F
Fields, John	Miller, Alica	Tomlinson, E
Fitzimmons V	Miller, Wm P	Triehette, E J
Fraga, F (2)	Miller, Ed	Wall, W H
Fry, S	Miller, Wm J	Witmore, C E
Giorgi, V	Mooney, Jas	Wheaton, G W
Gibson, R	Moore, Jas E	Wills, J W
Glenn, Geo A	Myers, Ed	Wiseman, D L
Green, G W	Murray, H	Womack, Jeff
Hall, I C	Nalson, Geo	Wood, C H

Foreign.

Antone Silva Cabral	Mr —— Jongeneel
Jose Fernandez	F Eerret

Miscellaneous.

Birgfeld & Co California Engraving Bureau (2) — U. S. Detective Association (2) L. M. C.

Third and Fourth Class Matter.

Booworth, N C
J. O. COLEMAN, Postmaster.

"A GROWL."

MR. EDITOR: Although my taxes are small, yet they are as burdensome to me as if I paid much more. And as a tax-payer, I feel that I have a right to criticise those extravagances that are factors in the creation of high taxes. I have in my mind the county hospital. No sooner does the impecunious citizen become broken down and debilitated, than he rushes off to the hospital. Even persistent dyspepsia and constipation are getting to be excuses for admission. Hence, allow me space to enter my feeble protest against further continuance of this pernicious practice. It costs too many hard dollars for the treatment of these unfortunates, and it is high time that they should know that they can save the county that expense, by the judicious use of a few bottles of Joy's Vegetable Sarsaparilla,—a remedy that within my observation is a sovereign cure for those too common disorders. If they won't take it they ought to be compelled to by some law that would meet the case. Under the circumstances a full hospital is inexcusable,—hence this growl.

A CITIZEN.

Wholesale Hanging.

It is not generally known that Henry VIII. hanged no fewer than 72,000 robbers, thieves and vagabonds, and that "Good Queen Bess," doubtless affected by her royal father's ferocious example, was in the latter part of her reign responsible for the slaughter of 300 or 400 criminals yearly. Turning to the year 1596, for example, we find that in the county of Somerset alone forty persons were executed, thirty-five burned in the hand and thirty-seven severely whipped.

Highest of all in Leavening Power.—U. S. Gov't Report, Aug. 17, 1889.

Royal Baking Powder

ABSOLUTELY PURE

SUPREME COURT DECISIONS.

[Filed January 29, 1891.]

Appeal from Superior Court San Bernardino County—John L. Campbell, Judge.

For appellants, Allen & Miller, Waters & Gird, Harris & Gregg.

For respondent, George E. Harpham, H. M. Willis.

DEPARTMENT TWO.

H. L. WILLIAMS, Respondent, vs. MITCHELL, HOOPES AND RHODES, Appellants. } No. 13,762

On June 11, 1887, the plaintiff sold and conveyed to the defendants six lots of land containing twenty acres each, and at the same time assigned to the defendants certain written obligations of the Bear Valley Land and Water Company (a corporation), to furnish and deliver at a certain point, a certain quantity of water to be used on each of said lots, called "water certificates." The consideration to be paid by the defendants for the land and water certificates was $24,000, of which $6,000 was paid in hand. For the balance of the purchase money the defendants made two promissory notes to the plaintiff of $9,000 each, secured by their mortgage on said land. This action is brought to foreclose the mortgage.

The answer of the defendants admits the execution of the notes and mortgage, and then proceeds as follows:

II.

"That said notes and mortgage were executed and delivered as and for part of the purchase money of said real estate in complaint described, together with certain water rights by plaintiff represented as appurtenant thereto, as well as for certain shares of stock in the Bear Valley Land and Water Company, a corporation organized and existing under the laws of the State of California, and for no other or further consideration.

III.

"That said defendants were induced to so purchase said lands and stock and to execute and deliver said notes and mortgage by means of false and fraudulent representations at the time and before that time made by plaintiff to defendants in this, to wit: That at and before the purchase of said real estate, appurtenances and shares of stock, the said plaintiff, by and through his duly authorized agent, represented to defendants that water for irrigation purposes was actually piped on said land from the reservoirs of said Bear Valley Land and Water Company; that the right to use twelve miners' inches of said water was appurtenant to said land; that plaintiff would transfer and deliver to defendants shares of stock in said Bear Valley Land and Water Company, representing ownership of twelve miner's inches of water of said corporation; that plaintiff owned the land lying immediately adjacent to the premises in complaint described; that upon said lands plaintiff would at once cause to be constructed a large hotel building at a cost of $20,000, and numerous private dwellings; that the materials to be used in their construction were already purchased by plaintiff and the contract for the erection thereof let.

IV.

"Defendants relying upon such representations and believing them to be true, and on the faith thereof, purchased said premises in complaint described, and said stock of plaintiff, and on the 11th of June, 1887, accepted from plaintiff a deed therefor, with six certain instruments in writing, issued under the seal of said Bear Valley Land and Water Company and signed by its President and Secretary, denominated water certificates, and in consideration thereof paid to plaintiff six thousand dollars in cash and executed the notes and mortgage as in complaint set out and described.

V.

"That at the date of the acceptance of said deed and said water certificates defendants believed that said water certificates were in fact shares of stock in said corporation and entitled the defendants, as holders thereof, to the rights and privileges of stockholders in said corporation, and conveyed to defendants the rights and privileges so contracted to be conveyed and transferred by plaintiff, to twelve miners' inches of water of said corporation.

VI.

"Defendants allege that notwithstanding said promises and representations of plaintiff that neither at the time of said purchase, or now, or at any time or at all, was any water piped on said land from the reservoir of said Bear Valley Land and Water Company, nor from any water supply or source, and no pipes for conveying water were laid on said land at all, nor in the vicinity thereof.

VII.

"That in truth and in fact no water rights were appurtenant to said lands, and no hotel building or private dwellings or structures of any kind have been erected on said adjacent lands, in whole or in part, except a certain excavation alleged to be for a basement for a hotel, although more than one year has elapsed since said purchase, and no steps have been taken by plaintiff to cause said improvements, or any of them, to be made on said adjacent lands, although he has ever since remained and still remains the owner and holder thereof.

VIII.

"That said lands were at the date of said purchase and now are irrigable lands and without water rights appurtenant, or water for use in irrigation, are of little value and worth less than $5,000; that water rights appurtenant to such lands, for purposes of irrigation, would be valuable and worth $6,000 and more; that shares of stock in said Bear Valley Land and Water Company, representing twelve miner's inches of water, would be of great value, to wit: of the value of $5,000 and more; that the erection and construction of said hotel buildings and private dwellings as agreed upon would enhance the value of said premises $10,000 and more; that without said improvements on said lands adjacent, the premises so purchased by defendants are worth $10,000 less than with such improvements made as represented.

IX.

"Defendants are informed and believe and therefore allege the fact to be that said written instruments styled water certificates issued by said corporation to defendants were and are issued without authority of law and are void; that said corporation had no authority in law to issue the same and the issuance of the same conveyed and transferred no rights as stockholders or otherwise to defendants; that the same are not shares of stock and do not transfer or vest in the defendants the privileges or rights of stockholders, and do not convey or vest in defendants' twelve miners' inches of water of said corporation or any water or rights whatsoever, and the same are of no value, and defendants allege that they were ignorant of the true character and value of said written instruments styled water certificates until the commencement of this action, and defendants further allege that plaintiff never transferred, conveyed, or attempted to convey to said defendants any of said water rights or shares of stock in said Bear Valley Land and Water Company whatever.

X.

"Defendants allege that the acts, omissions and representations of plaintiff above set forth were done and made by him with intent to defraud, and that he thereby did defraud defendants of their rights in the premises.

XI.

"Defendants alleges further, that by reason of the acts, omissions and representations, practices and fraud of plaintiff, as above set forth, the consideration for said notes in complaint mentioned has wholly failed, and the same were obtained by fraud and wholly without consideration, and plaintiff should not maintain his action thereon."

The defendants also filed what they denominate "a further answer to complaint, and by way of cross-complaint," in which they allege substantially the same facts alleged in their answer with only the additional averment, that on December 13, 1888 (nearly two months after the commencement of this action), the defendants tendered to plaintiff a reconveyance of the land and re-assignment of the water certificates, and demanded a surrender and cancellation of the notes, and a return of the cash payment of $6,000, all of which was rejected and refused by the plaintiff. The prayer of the cross-complaint is that the notes be cancelled and that defendants have judgment against the plaintiff for the $6,000 paid and interest.

The water certificates and the indorsements thereon are in the following form:

"(Class A 7,200 certificates. Issue of June 1, 1886. Number 118. Number of certificates, 20.)

"Bear Valley Land and Water Company water certificate.

"These twenty certificates issued by the Bear Valley Land and Water Company, a corporation, to Rhodes, Mitchell and Hoopes for twenty acres are guaranteed by said company to entitle the holder hereof to receive a continuous flow of one-seventh of an inch of water to each acre of land to which the same shall be devoted or multiple thereof as is designated on the face hereof for the six summer months in each year for the contract times beginning under the contracts of this company with the North and South Fork ditches, respectively. The inch mentioned herein is equivalent to a flow of one-fiftieth of a cubic foot per second. The holder of this certificate may elect to accumulate the use of water hereunder in any one or more months of said six months, the aggregate in any one month not to exceed one-fourth of the whole for that year, and the holder is also entitled to his proportion of the six months' winter water accruing under the contracts of the North or South Fork ditches on which it may be used in the proportion which this issue of certificates and those that may be hereafter issued bears to the whole of such benefits. The point of delivery of water used under this certificate shall be at the points designated in the contracts with the North and South Fork ditches, respectively. This issue or award of water is adopted as a method of distribution and of the use of the same to the company's stockholders in consideration of the covenants contained in the indorsement hereon; and the interest represented by this certificate shall not become appurtenant to or pass by voluntary act or by operation of law with any land upon which the water represented may be used, a transfer hereof shall only be made by surrender of this certificate to the company and the reissuance of a new certificate and upon the signature of the concurrent contract on the records of the company. "J. G. BURT, President.

E. A. HOLT, Secretary."

[Seal of said company.]

Indorsement: "The holder of this certificate hereby accepts the same on the following conditions: That this certificate shall, and is to be held subject to and in accordance with the terms of the contract signed by the holder hereof upon its issuance by the company."

The contract mentioned in the indorsement on the certificate, to be signed by the holder, was signed by the defendants on July 7, 1887, and is as follows:

"Know all men by these presents, that whereas, the Bear Valley Land and Water Company, a corporation, has this day issued to the undersigned, Rhodes, Mitchell & Hoopes, twenty certificates of said corporation, being certificate No. 113, in consideration of the agreements hereinafter contained, and subject to the conditions hereinafter set forth and contained in said certificate, and the undersigned has received and accepted said water certificates, subject to all such agreements and conditions.

"Now, therefore, we hereby agree that in consideration of the issuance of said water certificates to us by said corporation, and in payment for the water which said certificates entitle us to receive each year from said corporation in accordance with the provisions of said certificate:

"We will, without notice or demand, pay to said corporation annually hereafter, and within thirty days after the first day of January in each year, the sum of $20, being $1 per year on each of said water certificates, such payment to be made at the office of said corporation in the city of San Bernardino, State of California.

"And if said sum of $20 be not paid to said corporation in full, at the time and in the manner hereinbefore provided, then said certificate No. 113 and all covenants and agreements therein contained, and the water certificates therein referred to, shall become and be null and void, and all rights thereunder shall be forfeited and shall forever cease and determine, and the foregoing contract shall be void.

"And whenever said certificate No. 113 shall be surrendered to and cancelled by said corporation then the foregoing contract shall be void.

"In witness whereof, we have hereunto set our hands and seals this 7th day of July, A. D. 1887.

"RHODES, MITCHELL & HOOPES,
"By C. H. CONDEE, Agent."

The court found for the plaintiff on all the issues, and decreed a sale of the mortgaged property in the usual form, and the defendants appeal from the final decree, and from an order denying their motion for new trial.

1. The appellants contend that the findings which negative the fraudulent misrepresentations charged in the answer and cross-complaint are not justified by the evidence. It will be observed that the averments are that the plaintiff made the false and fraudulent representations by his agent. The evidence shows that the alleged agent was C. P. Condee, whose authority, if he had authority, extended no farther than to find a purchaser of the property at a fixed price, and who, in his testimony on the trial, denied that he ever represented that water was piped or conducted to or upon the land sold; or, that the right to the use of any water was appurtenant to the land otherwise than expressed in said water certificates; or, that plaintiff would assign to defendants any shares of stock in the water company corporation other than said water certificates, though he may have called those certificates water stock; or that any contract for the erection of a hotel or other buildings had been made by the plaintiff. Such representations as were made by Condee before the sale, were first made to the defendant Rhodes (who was acting for the other defendants) at a place on the land where Condee is charged with having falsely represented that the water was then piped; yet, there was nothing on the land to indicate that there was either pipe or water anywhere upon it. The water certificates, in the form above set out, were indorsed by the plaintiff and delivered to the defendants' agent with deed for the land, in June 11, 1887, and received by defendants in July 11, 1887. It is admitted that defendants knew no water had been piped on the land as early as October, 1887, and the evidence strongly tends to show that the defendant, Hoopes, must have known the same in July, 1887; yet the defendants made no offer to rescind until December, 1888, about two months after the commencement of this action. There is no evidence nor pretense that the plaintiff personally made any false representation whatever.

As the defendant, Rhodes, testified that he had been in the real estate business a number of years, and had personally visited and examined the land on two occasions before he made the purchase, it is difficult to understand how he could have been deceived by the alleged representations of Condee, as to water being piped on the land at the times he examined it, when he saw no signs of pipes, water, or hydrants, and asked no questions as to where they were; and it is still more difficult to conceive how the defendants could have been deceived as to the purport or nature of the water certificates at the time they accepted those certificates with the deed for the land. Considering these circumstances, which, to some extent, justify the application of the maxim, *caveat emptor*, in connection with the testimony of Condee, which denies all the material misrepresentations charged, I think the finding that there was no fraud on the part of the plaintiff is justified by the evidence.

2. Appellants contend that the water certificates are void and of no value, because, (1) "they were issued gratuitously and consequently amounted to a fictitious increase of the indebtedness of the company," and (2) they "represent or evidence a division and withdrawal and payment to the stockholders of a part of the capital stock of the company;" and, therefore, to the extent of the value of the water, the consideration for the notes and mortgage failed.

There is no pretense that the water company has failed or refused to furnish or deliver the water as per certificates, or has denied its obligation to do so; and the only evidence relating to the matter is to the effect that the water company regards the certificates as valid obligations which it has always been ready and willing to perform, but it is claimed that their invalidity "is stamped upon their face."

While I am inclined to the opinion that the certificates are valid for what they purport to be, I think it unnecessary, and certainly not desirable, to decide the question in this case to which the water company is not a party.

As counsel claim that the alleged invalidity of the water certificates appears upon their face, and have pointed to no extraneous fact on which it depends or from which it may be inferred, the defendants must have known all the facts touching such invalidity on July 11, 1887, when they personally received the certificates and were informed by Mr. Condee that he, as their agent, had executed for them the agreement above set out—to pay the water company $20 a year on each of the six certificates. It is not denied that Condee was authorized to execute this agreement. Under these circumstances, if the defendants desired to rescind their purchase on the sole ground that the water certificates were void (and it appears that they had no other ground), they should have offered to rescind promptly, within a reasonable time. A delay of seventeen months, and until two months after the commencement of this action, and thirty-eight days after the appearance of the defendant—Rhodes—was unreasonable.

The other points made by appellants' counsel require no special consideration, as those of them which are not founded upon a misconception of facts, have no bearing upon the merits of the case as viewed here.

I think the judgment and order should be affirmed. VAN CLIEF, C.

We concur:
FOOTE, C.
HAYNE, C.

THE COURT.

For the reasons given in the foregoing opinion the judgment and order are affirmed.

COMMERCIAL.

SACRAMENTO MARKET.

SACRAMENTO, January 31st.

FRUIT—Lemons—Sicily, $6 50@7 ₱ box; California, $4@5 50; Limes, $5@6 ₱ box, 75c @1 ₱ 100; Bananas, $3@3 50 ₱ bunch for Island; Cocoanuts, $7@8; California Oranges—Los Angeles, $2@2 25 ₱ box; Riverside, $3@3 50 ₱ box; do, Navels, $4 25@4 50 ₱ box; Mandarins, $1 25 ₱ box; Pineapples, 60c each, $7 ₱ dozen; Apples—Spitzenburg, $2 25@2 75 ₱ box; Rhode Island Greenings, $1@1 50 ₱ box; mixed varieties, $1@1 25 ₱ box; Pears, $1 25@2 ₱ box.

CANNED GOODS—Assorted table, $2@2 10; Apples, $1 60; Apricots, $1 90; Blackberries, $1 95; Cherries, $2 40@2 60; Currants, $2 25; Gooseberries, $1 80@1 90; Muscat Grapes, $1 55@1 60; Plums, $1 60; Quinces, $1 95; Raspberries, $2 70; Strawberries, $2.70.

BREADSTUFFS—Flour, $4 25 ₱ bbl; Oatmeal, 10-lb sack, 4c per lb, $3 80 ₱ 100-lb sack; Cornmeal, white, $2 25 ₱ 10-lb sacks; yellow, $2 10 ₱ 25-lb sacks; Cracked Wheat, $2 50, 10-lb sacks; 2 30, 100-lb sacks; Hominy, $3, 10-lb sacks; $2 80 ₱ 100-lb sacks; Graham, $2 40, 10-lb sacks; $2 20, 100-lb sacks.

HAY, GRAIN AND FEED—Oat Hay $12@15 ₱ ton; Alfalfa, do, $12@14 ₱ ton; Bran, $21 ₱ ton; Middlings, $27 ₱ ton; Barley, whole, paying $1 55@1 60; rolled, $1 75@1 80; Wheat (choice milling), paying $1 35 ₱ cwt; Rye, $1 35; Wild Oats, $1 75@2 ₱ 100-lb; Tame Oats, $2@2 25; Corn, paying $1 30 ₱ cwt.

VEGETABLES—Onions, Silverskins, $3 50@4 ₱ cwt; Onions, Red, $3@3 50; Cabbage, 50c@$1; Carrots, 50@60c ₱ 100 lbs; Turnips, new, $1@1 25 ₱ sack; bunch vegetables, 12½c ₱ doz; Parsnips, $1@1 50; Beets, 75c@$1; Horse Radish, 10c ₱ lb; Garlic, 20@25c; Artichokes, 40c ₱ doz; Dried Peppers, 20@25c; Green Peas, common, 6@8c; do, sweet, 6@8c; Potatoes—Early Rose, $1 15@1 25; Peerless, $1@1 25; Burbanks, $1@1 25; Centennial, $1@1 25 ₱ ctl; Sweet Potatoes, $2@2 50 ₱ sack; Celery, 75c ₱ doz; Spinach, 5c ₱ lb; String Beans, 4@5c; Summer Squash; 3@4c; Cauliflower, $1 ₱ doz; Green Peppers, 10@12c ₱ lb; Okra, 10@12½c; Red Cabbage, 3c ₱ lb; Savoy Cabbage, 90c ₱ doz.

DAIRY PRODUCTS—Butter—Valley, 35@40c ₱ lb; Fancy Petaluma, 38@40c ₱ lb; Eastern Creamery, fancy, 22@25c; Pickle Roll, 30@32½c; packed in firkins, choice, 18@25c; common, 12½@13c. Cheese—California, 12@13½c; Young America, 13@14c; Eastern Cream, 15@16c; Limburger, 18@20c; genuine Swiss, 32½@35c; American Swiss, 21c; Martin's Cream, 17@18c. Eggs, 40@45c; California Ranch Eggs, 28@30c, Eastern Eggs, 25@27½c.

POULTRY—Dealers' prices: Live Turkeys, hens, 12@14c; gobblers, 12@13c; dressed, 14@15c; full-grown Chickens, $4@5 ₱ dozen; young roosters, $4@5 ₱ dozen; broilers, $3@4; tame Ducks, $5@6; Pekin, $6@7; Geese, $2@2 25 ₱ pair.

GAME—Wild ducks, Mallards, ₱ pair, 50@75c; Canvasbacks, 75c@$1; Sprig, 40@50c; Widgeon, 25@50c; Teal, 35@50c; Quail, $1 25@1 50 ₱ doz; Gray Geese, 50@75c ₱ pair; Brant, 30@50c; White, 25c; Honkers, 75c@$1; Cottontail, 20@40c.

MEATS—Beef, 4½@5c; Mutton, 6½c; Lamb, 9c; Veal, large, 5@5½c; small, 5@8½c; Hogs, 4@4½c; dressed Pork, 7c; Hams—Eastern, 14@15c; California, 11½c; Bacon—Light Medium, 9½c; selected, 11c; extra light, 12½c; extra light boneless, 13½@14½c.

MISCELLANEOUS—Seeds—Alfalfa, new crop, 8@9c; Timothy, Eastern, 6@7c ₱ lb; Pop Corn, Ear, 3@4c; Shelled, 4½@5½c ₱ lb; Red Clover, 10@11c ₱ lb; Red Top, 6@7c. Nuts—Chile Walnuts, new, 11@12c; California Walnuts, 11@12c; Almonds, new, 14@16c; Peanuts, California, 6@7c; Eastern, 6@7c; Lard (California), cans, 8½@9c; Eastern, 8¾@10c. Hides, salt, light, 5c; medium steers, 6c; heavy steers, 8c; heavy cows, 5c; dry, 9c. Tallow, 3½c.

SAN FRANCISCO MARKET.

SAN FRANCISCO, January 31st.

FLOUR—Steady market, with fairly good trade. We quote: Net cash price for Family Extras, $4 15@4 25 ₱ lb; Bakers' Extras, $4 05@4 15; Superfine, $3@3 25.

WHEAT—Prices throughout the week have favored the selling interest. Business has been of fair volume, and considerable grain has changed ownership. At the moment there is easier feeling. We quote No. 1 Shipping at $1 37½@1 38¾, with $1 40 for a choice article. Milling qualities are steady at $1 42½@1 43¾ ₱ ctl.

BARLEY—Cloudy skies make operators cautious. The indications just now look more favorable for rain than in some time, and a lull in business movement is a necessary consequence. We quote: No. 1 Feed, $1 52½; choice, $1 53¾; common grades, $1 50@1 51½; Brewing, $1 57½@1 60 for fair to good, and $1 61½@1 62½ for choice.

OATS—Dealers have lowered asking figures, with the view of bringing back custom that high rates were driving away. We quote as follows: Surprise, $2@2 05; milling, $2@2 05; good to choice feed, $1 90@1 95; fair, $1 80 to $1 87½ ₱ ctl.

CORN—Steady at the late advance. We quote: Large Yellow, $1 33¾@1 35; Small Yellow, $1 37½; White, $1 32½@1 37½ ₱ ctl.

CRACKED CORN—Quotable at $30@31 ₱ ton.

OILCAKE MEAL—Quotable at $26 ₱ ton from the mills.

CORNMEAL—Millers quote feed at $30 to $30 50 ₱ ton; fine kinds for the table, in large and small packages, 3½@4c ₱ lb.

CHOPPED FEED—Quotable at $27@28 ₱ ton.

SEEDS—We quote: Mustard, Brown, $2 50 to $3; Yellow, $2 25@2 40 ₱ ctl; Canary, 2¾@3c; Hemp, 3½c; Rape, $2@2 50; Timothy, 5½@5½c; Alfalfa, 7½@8c ₱ lb; Flax, $2 60@2 75 ₱ ctl.

MIDDLINGS—Quotable at $26@27 ₱ ton.

HAY—We quote: Wheat, $13@19; Wild Oat, $14@16; Barley, $12@15; Alfalfa, $11@13 ₱ ton.

STRAW—Quotable at 70@80c ₱ bale.

HOPS—Quotable at 30@35c ₱ lb.

BRAN—Quotable at $23@23 50 ₱ ton.

RYE—No surplus stock on hand. Quotable at $1 32½@1 35 ₱ ctl.

BUCKWHEAT—Quotable at $1 50@1 65 ₱ ctl.

GROUND BARLEY—Quotable at $32 50@$33 50 ₱ ton.

POTATOES—We quote: River Reds, 70@80c; Early Rose, 75@90c; Burbanks, 70@85c for Rivers, 75@90c for Petaluma, and $1 15@1 35 ₱ ctl for Salinas; Sweet, $1 25@$1 75 ₱ ctl.

ONIONS—Quotable at $2 50@3 ₱ ctl.

DRIED PEAS—We quote: Green, $2 75@$2 85; Blackeye, $1 70@1 80; Niles, $1 50@$1 65 ₱ ctl.

BEANS—We quote: Bayos, $3 80@3 90; Butter, $3@3 25; Pink, $2 35@2 45; Red, $2 75@2 90; Lima, $3 75@4; Pea, $3 10@$3 25; Small White, $2 95@3 ₱ ctl.

VEGETABLES—Receipts of Tomatoes cleaned up well to-day. Green Peas are coming forward in better shape. Garlic is low, being in good supply. We quote as follows: Asparagus, 25@50c ₱ lb, Green Peppers, 10@15c ₱ lb; Green Peas, 5@7c ₱ lb; String Beans, 10@20c ₱ lb; Tomatoes, $1@1 25 ₱ box; Summer Squash, 12½c ₱ lb; Turnips, 75c ₱ ctl; Beets, $1 ₱ sack; Carrots, feed, 40@50c; Parsnips, $1 25 ₱ ctl. Cabbage, 50@60c; Garlic, 4@5c ₱ lb; Cauliflower, —@—c ₱ doz; Dry Peppers, 18@20c; Dry Okra, 12½@17½c ₱ lb; Marrowfat Squash, $15@18 ₱ ton.

FRUIT—Oranges are coming forward at the rate of over 1,000 boxes a day. Trade quiet and prices easy. We quote as follows: Apples, 40c@$1 ₱ box for common to good and $1 25 to $1 75 for choice; Mexican Limes, $6@7 ₱ box; California Limes, 50@75c for small boxes; Lemons, Sicily, $5 50@6; California Lemons, $2@2 50 for Riverside and $1 25@2 ₱ box for