# SUPREME COURT DECISIONS.

[Filed January 31, 1891.]

Appeal from Superior Court of San Luis Obispo County—V. A. Gregg, Judge.

For appellant, Graves, Turner & Graves, William Shipsey.

For respondent, J. M. Wilcoxon.

DEPARTMENT TWO.

C. H. Reed et al., Respondents, vs. Thomas Norton et al., Appellants. } No. 13,843.

Eight actions were brought against the defendants here—the owner of a building, Thomas Norton, and his contractor, Thomas Helm—to enforce the liens of certain mechanics and material men. Before trial they were all consolidated. The contractor, Helm, made default. Norton, the property-owner, answered, denying all the allegations of the complaints except as to his ownership of the property on which the liens were sought to be enforced. Judgment passed for the plaintiffs, it being stipulated that there should be no priority in favor of one claim over another, and that all claims should be satisfied *pro rata* if the money arising from the sale of the property should be insufficient to pay all in full. (Tr. folios 172-3.) From that judgment and an order denying a new trial the defendant Norton appeals.

One reason urged for a reversal of the judgment and order is, that the finding as to the notice of lien filed by the plaintiffs, Smith & Waite, that it was "in due form as required by law" is not sustained by the evidence.

It is said in support of this contention that the notice of lien required to be filed under Section 1187 of the Code of Civil Procedure, in order to preserve the lien, sets out that the materials to be furnished and labor to be performed were to be paid for on the basis of what they were reasonably worth, and that the proof shows that they were furnished at an *agreed contract price*, and that therefore the evidence disproves the contract set out in the notice, and as the notice was fatally defective in this respect, no lien attached that could be enforced.

The notice does state the contract as contended for by the defendant. The evidence as to the matter is that given by F. L. Smith, one of the lien claimants, as follows:

"We contracted with defendant Helm to furnish this material. There was no special contract except as to the price of the material. We gave him a list of what we would furnish a certain amount of material for. We furnished Helm with a list of the materials and prices, and most of the materials were furnished by us according to that list. Question—'Did your firm agree to furnish all the material furnished in your line for $658?' Answer—'No, sir, we did not, most emphatically. The list we furnished to Mr. Helm for that amount of material was taken from a portion of the plans from figures that Mr. Laird made on his plans that it would require so much—so many feet of each kind of material—and we gave him figures on that and furnished it to him at the figures we gave him; but we didn't give him the figures for the whole amount of material and all other things; but of course we charged in the same proportion as near as we could. The materials were reasonably worth the amount charged."

From this it appears that a certain portion of the materials were furnished upon a *special contract as to price*, and that the balance were furnished on the basis of a *quantum meruit*. Inasmuch as this shows the finding to be wrong in stating that the notice of lien complied with Section 1187, C. C. P., giving the terms of the contract under which the materials were furnished, at least so far as a part ef them are concerned, the contention of the defendant seems to be sound.

Neither is the finding, (transcript folio 141), supported by the evidence that the materials furnished or work done by these plaintiffs were upon the agreement of the defendant, Helm, with the knowledge of Norton, to pay for them all at *what they were reasonably worth*.

With reference to the claim of Schwartz, Beebe & Co., it is objected that the evidence shows that their notice of claim of lien was not in legal form, as shown by their evidence, and therefore the finding that it is in due form is unsupported by evidence, as well as the finding that the contract was to furnish materials, etc., for what they were reasonably worth.

It is further asserted that the claim of lien is at variance with the contract proved, in that the former states that the materials were furnished to Helm, and that claimants were employed by both Helm and Norton to furnish the same, while the evidence of one of the plaintiffs is: "I made a contract about this lumber with defendant Norton about June 20th. The contract was made in this way: I met defendant Norton and we talked over the prices of lumber and the discount for cash, and that was the only time I ever had any conversation with him about it; and he said he was going to build a house and wanted to know what the price of lumber would be. I had no conversation with defendant Helm about it. I never transacted any business with him about it. Wm. Evans came after the lumber; he brought the bill there. I gave no particular time for payment. It was to be a discount for cash. The amount charged in the notice of lien is the reasonable value of the lumber furnished; such as we sell it for in the market in our lumber yard. About August 2d, I went to defendant Norton for payment. He said I must get an order from defendant Helm. I got an order for $1,100, and Norton paid it. I then talked with Norton about the balance of the bill. He said he and I would deal about that bill. I said I had nothing to do with Helm and had said nothing to him about it, and he said he and I would arrange about the payment of that bill and pay the bill up in full and the percentage be fixed afterwards. Since we filed the lien he said he thought I had better take what I could legally get. When I was furnishing the material I heard that Helm had the contract." (Transcript, folios, 286-7-8.)

From this it seems that Norton did make a contract with the plaintiffs to furnish the material, that it went into the building that Helm, the contractor, was erecting for Norton, and for which he got it from the material men, and that Helm gave orders to pay for it drawn on Norton, which were paid. Thus it would seem that practically the materials were furnished to Helm, that Norton originally contracted for them, and Helm, by giving an order for the payment, admitted his liability to pay for them. How any injury could result to Norton from this kind of a variance we do not perceive, and therefore the statement of claim, so far as it mentions the name of the person by whom the plaintiff was employed or to whom he furnished the materials, was substantially the same as shown in evidence.

As to the terms and conditions of the contract, we think there is no substantial variance between the statement in the notice of claim of lien and the evidence.

As to the Reed, Smith & Co. claim it is said by appellant that the contract as set out in the claim of lien is different from what the proof shows it to be, and as a consequence the findings as to the nature of the contract, and that it was in due form, are unsupported by the evidence. In the notice the contract as to price is that it was "the usual price, and what said materials were reasonably worth at their place of business"—that is, at the place of business of the plaintiffs. In that connection his counsel argues (p. 19 appellant's brief), as follows:

"In the notice of lien it is alleged that the price agreed upon was 'the usual price, and what said materials were reasonably worth *at their place of business*.' (Tr. fol. 189-190). There is not a word in the testimony to support the allegation that there was such an agreement. The testimony is simply silent upon this point. Nor is there any testimony as to what the materials were reasonably worth at the place of business of Reed, Smith & Co. The Code of Civil Procedure, Section 1187, requires the notice of lien to state *the terms*, time given and conditions of the contract. This means the terms, time and condition *expressly* agreed upon. (Jewell vs. McKay, 23 Pac. Rep. 242). If no terms, time or conditions were agreed upon, the notice need state none. (Jewell vs. McKay, *supra*). But when the notice states that term, time or conditions were agreed upon, then the proof must come up to the statement. The notice of lien states that *it was agreed* that payment should be at the time of delivery. No testimony that there was such an agreement."

The statement in the claim appears to be nothing more than that the materials were bought and furnished on the basis that they were to be paid for on delivery at what they were reasonably worth. This would be in effect giving the plaintiffs a right to recover on a *quantum meruit*. And while it may have been unnecessary to set out such a contract in the notice of claim of lien under the decision just cited, we do not think that such decision announces the principle, that where such a course is pursued the party shall not be held to have filed a notice of claim based upon a *quantum meruit*. The evidence being that such materials as were asked to be furnished were furnished and delivered upon the order of Helm and Norton and Laird, the architect for Norton, that they were used in the building of Norton, and that they were reasonably worth $939 90, and no part of that sum has been paid. (Trans., fol. 180-1.) We can see no force in the defendant's contention on the point.

It is further argued in reference to this claim that there is a variance of a fatal nature between the notice of claim and the complaint. That the notice treats the contract between the contractor and the owner as valid. That it does not allege that the contract or a memorandum thereof was not filed, and in this respect it differs from all the other notices of lien. That the complaint treats the contract as void for want of filing. That in the notice of lien it is alleged that Helm, the contractor, purchased the materials both as contractor and agent of Norton; that in the complaint it is alleged that he purchased as agent only.

The point made seems to have been decided adversely to the contention made here, in Lumber Co. vs Gottscalk, 82 Cal. 641-646.

We perceive no merit in the points made of the same tenor as to the C. H. Reed & Co. claim. Looking at the record and the evidence, particularly as to the value of the materials furnished and the way in which they were purchased and furnished. (Tr. page 66.)

As to the L. H. Simmons case, it is said that the complaint does not state a cause of action; that it does not state that the materials were used in the building. There was no special demurrer filed to this complaint, and the court found that the materials were used in the building, and the complaint set out that "said firm sold and delivered to said Norton certain hardware and building material to be used in the erection and construction of said building, and affixed and attached thereto." (Tr. folio 36-7.)

If this hardware and building materials were affixed and attached to the building they must be said to have been used in the erection and construction of it. Under the circumstances we think the complaint was sufficient. There is nothing in the cases cited by the appellant to sustain his contention. (C. P. vs. Blue Tent C. H. G. M. 22 Pac. Rep. 391; Sylvester vs. Coe Q. M. Co. ib, 217.) There is no substantial variance between the notice of lien and the evidence as to the contract in this case.

It is contended further that the J. M. Huyck complaint (Tr. fol. 90) does not state a cause of action, in that it omits to state that the building was completed. There is nothing in the point, as it is fairly inferable from the language of the complaint at folio 94, that the building was completed when the notice of lien was filed.

As to the point made of the variance between the actual contract made with Knight and the statement of the same in the notice of lien, it appears that it is well taken. The notice sets out: "That the agreement between he and said Norton was that he was to be paid for said labor done and furnished at what they were reasonably worth, to be paid for when the work ceased." (Tr. fol. 329.) The evidence is, on the part of Knight, that he had an express contract with Norton to do painting for $250; that he did a portion of it and stopped because Norton refused to pay him. He says: "My contract was to furnish all the material, and do all the painting for $250. (Fol. 323-332.) The other points made that there is a variance between the notice and the contract proved, as to the name of his employer, and that the complaint does not show that the building was completed when the notice of lien was filed, are without force.

The point seems to be made upon the Mitchell complaint (fol. 99) that it is not alleged therein that the contract for furnishing the materials, etc., was in writing or filed for record, and that as it was over $1,000 it was void. Mitchell was a mere sub-contractor and material man, and there is nothing in Section 1183 C. C. P., requiring a contract of the kind he had to be in writing or recorded, and even if the contract between Norton and Helm had been void, there was no necessity for Mitchell to have had any written contract or to have recorded it.

The defendant argues that the findings are conflicting as to the completion of the building at the time the notices of lien claims were filed, and that the evidence shows that they were prematurely filed. We do not think either point well taken; the contractor had ceased to work upon the building for thirty days on December 10, 1889, before the lien claims were filed, and this is held to entitle such claimants as are here involved to file their notices of lien as they did. (Mill & Lumber Co. vs. Olmstead, 85 Cal. 84).

But we do not think that the finding of the court that the work was commenced before the contract or a memorandum thereof was filed in the Recorder's office of the proper county, is sustained by the evidence. The memorandum was filed on the 25th of June, at 10:30 o'clock A. M. While even admitting the plaintiffs' view of the testimony to be correct, which is doubtful, that any work at all was commenced before this filing, it was of the most trivial nature, and was not commenced until at the earliest 8 or 8:30 A. M. of the same day. It should be held under the evidence that the filing of the memorandum was before the work was actually commenced.

The objection urged that the contract as made is defective, is that the time specified for payments thereunder is not in accordance with Section 1184 of the Code of Civil Procedure, which reads thus:

"No part of the contract price shall, by the terms of any such contract, be made payable, nor shall the same or any part thereof be paid in advance of the commencement of the work, but the contract price shall, by the terms of the contract, be made payable in installments at specified times after the commencement of the work, or on the completion of specified portions of the work, or on the completion of the whole work. *Provided*, that at least 25 per cent of the whole contract price shall be made payable at least thirty-five days after the final completion of the contract. * * * In case such contracts * * do not conform substantially to the provisions of this section, the labor done and the materials furnished by all persons except the contractor shall be deemed to have been done and furnished at the personal instance and request of the person who contracted with the contractor, and they shall have a lien for the value thereof."

The contract provided: "For all the material and for the construction of said building, as herein provided, said Norton agrees to pay said Helm the aforesaid sum of $5,500, as follows: 1. Upon the written order of said Helm he (Norton) will pay the material man for materials furnished as soon as the same is actually worked into the building, and whether the same be furnished directly to said Helm or to his sub-contractors. 2. Upon the written order of said Helm he (Norton) will pay the mechanics and laborers upon said building at the end of every week for work actually done, and whether such laborers and mechanics be hired directly by said Helm or by his sub-contractors. 3. When all the material and labor is paid for, as aforesaid, then said Norton will pay said Helm the balance of said contract price. 4. *Provided*, that said Norton may retain 25 per cent. ($1,375) of said contract price until thirty-five days shall have expired after final completion of said contract." (Fol. 115-118.)

We think these payments, to be made through Norton to the material men when their material was used in the building, and to the mechanics and laborers weekly, were specific enough as to time and amounts to comply *substantially* with the statute.

In his opening brief the respondent claims that in order for the memorandum to be valid there must have been filed in the Recorder's office the plans and specifications for the building. But this contract was made after the amendment of 1887 to Section 1183, C. C. P., and in that amendment it is not specified that any plans or specifications shall be filed, nor is it necessary to a proper memorandum that they should be.

In his reply brief (p. 3), he presses this point no further but claims that the memorandum filed is insufficient because it does not specify the time mentioned in the contract for making payments, and is not a memorandum of the contract as to payments. The memorandum, among other things, contains this: "Said Helm to be paid $5,500 for all work, labor and material; three-fourths thereof payable in installments as work progressed. (Said Norton to pay the material men, laborers and mechanics upon the written order of said Helm; laborers and mechanics to be paid weekly during the progress of the work until said three-fourths is exhausted.) The other one-fourth payable in thirty-five days after the final completion of the contract." (Fol. 121-2.)

We do not see but what this is a substantial statement of "the amounts of all partial payments, together with the times when such payments shall be due and payable" as set out in the contract and required to be in the memorandum under Section 1183, C. C. P.

The point is also made that certain of the verifications to some of the claims of lien are insufficient. But we see no merit in it; it is only required that the verification should state that the claim *is true* without setting out the particulars which the law requires to be contained in the body of the claim. (Arata vs. Tellurium G. & S. M. Co., 65 Cal. 342).

This disposes of all the material questions argued on the appeal, and it appears that the defendant, Norton, did not retain for thirty-five days after the final completion of the work and contract and pay it over to those entitled thereto, twenty-five per cent. of the contract price of $5,500, and that he is responsible to that extent, but no further, to those who make good their claim to it, but the judgments rendered are for more than that amount.

For the reasons heretofore stated, we advise that the judgment and order be reversed and the cause remanded for a new trial. FOOTE, C.

We concur:
VAN CLIEF, C.,
BELCHER, C.

THE COURT.

For the reasons given in the foregoing opinion, the judgment and order are reversed and cause remanded for a new trial.

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[Filed January 30, 1891.]

Appeal from Superior Court Los Angeles County—Wm. P. Wade, Judge.

For appellant, Gage & Robarts, Brousseau, Hatch & Thomas.

For respondent, Shinn & Ling, Anderson, Fitzgerald & Anderson.

DEPARTMENT TWO.

John H. Nordholt, Appellant, vs. Wm. F. Nordholt, Respondent, and Wm. F. Nordholt, Respondent, vs. John H. Nordholt, Appellant. } No. 13,962.

The issues in these two actions were the same, and the actions were consolidated and tried together by the lower court on the same evidence. The court found for respondent on all the issues and rendered judgment accordingly. The appeals are from the final judgment, and from an order denying motion for new trial.

It appears by the pleadings that the parties are brothers, and that on November 17, 1886, their mother conveyed to the respondent, William, by deed absolute on its face, expressing a nominal consideration of one dollar, an undivided fourth part of certain real property situate in the City and County of Los Angeles. That appellant, John, claimed that this conveyance was in trust for him, and demanded of William a conveyance of the legal title. That, on February 10, 1887, William, who was then a minor, over the age of eighteen years, conveyed to John by a bargain and sale deed expressing a nominal consideration of one dollar, the same undivided fourth of the property. That, this conveyance was claimed by appellant, John, to have been made in execution of the alleged trust. The respondent denies the trust, and seeks to avoid his deed of February 10th, to John, on the ground that at the time of its execution, he was a minor of the age of only 18 years.

If the respondent took and held the legal title in trust for appellant he cannot disaffirm or avoid his deed in execution of that trust, on the ground of his minority, since the execution of the trust was a duty which a court of equity would have compelled him to perform notwithstanding his infancy. (Elliott vs. Horn, 44 Am. Dec. 488 and cases there cited—S. C. 10 Ala. 348; Starr vs. Wright, 20 Ohio St. 97; Prouty vs. Edgar, 6 Clarke, Iowa, 353; Schouler on Dom. Rel. Sec. 416). Therefore, the respondent's right to disaffirm his conveyance of February 10th depends upon the issue as to whether he held the legal title in trust for the latter. Upon this issue the lower court found for the respondent, and the appellant contends that this finding is not justified by the evidence.

There is nothing in the deed of the mother to respondent to indicate that the conveyance was in trust; nor is the alleged trust evidenced by any written instrument subscribed by the respondent or his agent. If the trust exists, it arises from fraud, and is, therefore, a constructive trust, not within the statute of frauds, which may be proved by parol; and this is the theory on which the case was tried.

The evidence tended to prove that the mother, at the request of respondent, had been induced to convey the property in question to her four children, viz: respondent, appellant and her two daughters—one undivided fourth to each; that William (respondent) had requested her to convey to him John's fourth in trust for the latter, on account of John's dissipated habits at that time, to be reconveyed to John when he should become temperate, or when William should become 21 years of age. That at first the mother consented to this, and, in the absence of John, William presented to her the draft of a deed to this effect, and requested her to execute it; that she refused to execute the deed as drawn, conveying John's fourth to William in trust; but did then (November 8, 1886) execute a deed to William and her two daughters, conveying to each one undivided fourth of the property; that, afterwards (November 17, 1886) respondent again requested his mother to convey to him the other fourth in trust for John, which she then did without other consideration than the parol understanding with respondent, and his express promise to her, that he would reconvey that fourth to John as above stated; that at the time of making this promise to hold in trust and to reconvey to John, respondent did not intend to perform his promise, but intended to claim and hold that fourth absolutely for himself, as he does in these actions; that, upon John's claiming and demanding of him a conveyance of that fourth, he executed the deed of February 10, 1887, but with the secret intention of thereafter disaffirming it on the ground of his minority, as he is endeavoring to do in these actions.

These facts, if proved, constitute such fraud as would justify a court of equity in declaring the respondent a mere trustee of the legal title for the benefit of the appellant. (Brison vs. Brison, 75 Cal. 525; Adams vs. Lambard, 80 Cal. 426; Sandross vs. Jones, 35 Cal. 481.) And the evidence, positive and circumstantial, on the part of the appellant, seems, *prima facia*, sufficient to prove them. Indeed, they seem to be supported by a decided preponderance of evidence properly admitted.

But it was claimed by the respondent on the trial, without any foundation therefor in the pleadings, that his deed to appellant, of February 10, 1887, was executed under duress *per minas*, which his testimony on the trial had some tendency to prove. This testimony of the respondent as to threats by John was objected to by counsel for appellant on the ground that it was irrelevant to any issue made by the pleadings. The objection was overruled by the court and counsel for appellant excepted. Thereupon respondent testified as follows:

"Well, at that time John thought he had a quarter interest in this property, and he used to ask me for the property all the time. At that time he was drinking very heavily, and he told me several times if I did not give him up that property he would do me up, or something to that effect. I felt the influence of him and I talked with Judge Ling about it, and he said if I give him a deed I could disaffirm it after a while, and keep him quiet for the present. So with that I made a deed to him of one-quarter interest in the property. John would speak to me about the matter, on an average, every other day; he would say that he had an interest, a quarter interest, in the property, and that he wanted it, he wanted a deed to that property."

I think the court erred in overruling the objection to this testimony to the possible, if not probable, prejudice of the appellant. The conveyance of February 10, 1887, under the circumstances of John's claim and demand, tended to justify an inference that the respondent then recognized the trust and his obligation to convey the property to John, which corroborates and strengthens the other evidence of the trust; but, if the conveyance was coerced by duress of any kind, no such inference could be drawn. Why, if respondent did not recognize the trust, did he execute the deed of February 10, 1887? This question, so pertinent under the circumstances, is answered by evidence of duress. But, since the execution of the deed was expressly admitted by respondent's pleadings, and the duress sought to be proved was affirmative matter in avoidance of the deed, it should have been specially pleaded; else no evidence to prove it should have been admitted against the objection of appellant. (McCreary vs. Marston, 56 Cal. 403; McCreary vs. Duane, 52 Cal. 262; Miller vs. Sharp, 48 Cal. 394; McComo vs. Reed, 28 Cal., 281.)

The only matter pleaded in avoidance of the deed is the minority of the respondent, which, we have seen, is not available if the respondent held the property in trust as alleged, and as the evidence tends to prove.

For the error in admitting respondent's testimony as to duress, I think the judgment and order should be reversed and the causes remanded for a new trial.

I concur: VAN CLIEF, C.
BELCHER, C.

I concur in the foregoing opinion, but go further. I think it would make no difference if the duress were pleaded in the fullest manner. The deed of the respondent can no more be avoided on the ground of duress than it can on the ground of minority. A court of equity will not lend its assistance to a man to set aside on the ground of duress an execution of a valid trust. That would be to assist a fraud.

This question fairly arises, and if it be not disposed of now the case will probably come back again. HAYNE, C.

THE COURT.

For the reasons given in the foregoing opinion the judgment and order are reversed, and the causes remanded for a new trial.

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## Miscellaneous.

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Signed this 22d day of January, 1891.
JOHN BREUNER, JR.
LOUIS F. BREUNER.

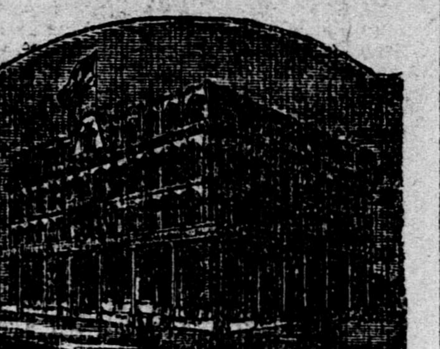
STATE OF CALIFORNIA, County of Sacramento. }

On this 22d day of January, 1891, before me, S. SOLON HOLL, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared JOHN BREUNER, JR., and LOUIS F. BREUNER, known to me to be the persons described in, and whose names are subscribed to, and who executed the within instrument, and they acknowledged to me that they executed the same. S. SOLON HOLL,
[SEAL.] [ja23-5tF] Notary Public.

BIG G 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

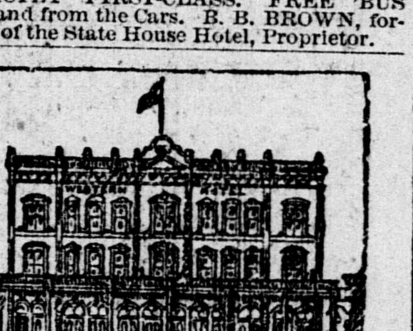
Big G is acknowledged the leading remedy for Gonorrhœa & Gleet. The only safe remedy for Leucorrhœa or Whites. I prescribe it and feel safe in recommending it to all sufferers. A. J. STONER, M. D., Decatur, Ill. Sold by Druggists. PRICE $1.00.

## 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.

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.

## Banking Houses.

PEOPLE'S SAVINGS BANK,
Sacramento City..........California
Guaranteed capital..........$410,000
Paid up capital..........225,500
Reserve and surplus..........56,000

Term and ordinary deposits received. Dividends paid semi-annually. Money loaned on real estate only.

☞ To encourage children and people of limited means to save, deposits of $1 will be received and interest paid thereon. For further information address,
WM. BECKMAN, President.
GEO. W. LORENZ, Cashier.

NATIONAL BANK OF D. O. MILLS & CO.,
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.

FARMERS' AND MECHANICS' SAVINGS BANK
Southwest Corner Fourth and J streets, Sacramento, Cal.
Guaranteed Capital..........$500,000

LOANS MADE ON REAL ESTATE. Interest paid semi-annually on Term and Ordinary Deposits.
B. U. STEINMAN..........President
EDWIN K. ALSIP..........Vice-President
D. D. WHITBECK..........Cashier
C. H. CUMMINGS..........Secretary
JAMES M. STEVENSON..........Surveyor
DIRECTORS:
B. U. STEINMAN, EDWIN K. ALSIP,
C. H. CUMMINGS, W. E. TERRY,
SOL. RUNYON, JAMES MCNASSER.
JAS. M. STEVENSON.

CALIFORNIA STATE BANK
And Safe Deposit Vaults,
SACRAMENTO, CAL.
Draws Drafts on Principal Cities of the World.
Saturday Hours, 10 A. M. to 1 P. M.
OFFICERS:
President..........N. D. RIDEOUT
Vice-President..........FRED'K COX
Cashier..........A. ABBOTT
Assistant Cashier..........W. E. GERBER
DIRECTORS:
C. W. CLARKE, JOS. STEFFENS,
GEO. C. PERKINS, FRED'K COX,
N. D. RIDEOUT, J. R. WATSON,
W. E. GERBER.

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, $2,898,442; 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:
CHARLES CROCKER..........E. H. MILLER, JR.
R. C. WOOLWORTH..........President
W. E. BROWN..........Vice-President
W. H. CROCKER..........Cashier

## 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.

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.

SELLECK'S PHOTOGRAPHS ARE THE FINEST.

HENRY ECKHARDT, GUNSMITH,
MANUFACTURER AND DEALER IN Guns, Rifles, Revolvers, Ammunition and Sporting Goods. All the leading makes of Guns and Rifles at popular prices—Parker, Lefever, Colts, Smith, Ithaca, new Baker and new make Guns. First-class Gun and Rifle Work. Send for price-list of Guns. No. 523 K Street, Sacramento, Cal.

## 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.

D. K. TRASK,
LAWYER, FULTON BLOCK, LOS ANGELES, Cal. Attends to business in Southern California for non-residents and attorneys. Practices in all courts. Letters promptly answered. ja31-1y

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.

W. R. STRONG COMPANY,
—HEADQUARTERS FOR—
Alfalfa Seed, Etc.
☞ Oregon Potatoes in Lots to Suit.

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.

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.

KELLEY. FAWCETT.
"THE PLAY,"
METROPOLITAN THEATER BUILDING,
423 K Street.
CHAMPAGNE, CIGARS, LIQUORS.
f4-1m

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.

EBNER BROS.,
116-118 K Street, Front and Second, Sacramento,
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.

## Railroad Time Table.

SOUTHERN PACIFIC COMPANY.

PACIFIC SYSTEM.

January 19, 1891.

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 | 9:35 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 | 9:35 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 | 9:35 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 Agent.

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