SUPREME COURT DECISIONS.

[Filed February 2, 1891.]

Appeal from Superior Court, Los Angeles County—Walter Van Dyke, Judge.

For appellants, King & Saufley, Houghton, Silent & Campbell and John D. Bicknell.

For respondent, Stephens, Apel & Stephens, E. L. Campbell, Brosseau & Hatch.

DEPARTMENT ONE.

BROCK, Respondent, vs. PEARSON ET AL., Appellants. } No. 13,869.

This was a suit to compel the conveyance of an undivided one-fourth interest in a tract of 704 acres of land in the county of Los Angeles. The trial court decreed the conveyance of a one-eighth interest, and the defendants appealed.

The general features of the case are as follows: On the 9th of June, 1887, the owner of the land, one A. W. Timms, gave the plaintiff a contract of sale thereof for the sum of $25,000. The defendant Pearson was desirous of acquiring the property, and instructed one H. V. Burner to negotiate for its purchase. The latter effected an arrangement with plaintiff whereby he was to give up his bargain upon certain terms, which are considered below. The contract of sale, however, was not transferred directly to Pearson or to Burner. By Burner's direction it was transferred to one Weller, who acted in obedience to his instructions. (Fols. 257-8.) As soon as Weller received the contract of sale, he (by direction of Burner) gave to plaintiff a quit-claim deed purporting to convey a one-fourth interest in the land. On being informed of this Pearson (who seems at that time at least to have supposed that the deed conveyed some title to plaintiff) insisted that it should be destroyed. And under instructions to this general effect Burner induced plaintiff to destroy the deed under an arrangement which will be considered below. A few days after this (viz.: on July 9, 1887), Weller transferred the contract of sale to Burner who, on the same day made the first payment to the owner, received a deed from him, executed a mortgage back, and then conveyed the property to Pearson. On the 20th of the same month the plaintiff commenced the present suit and recorded a notice of *lis pendens*. Subsequently Pearson transferred certain interests in the property to third persons, and on October 20th of the same year joined with them in a conveyance of the property to the San Pedro Harbor, Dock and Land Improvement Company. On April 23d of the following year, this corporation conveyed ninety-two acres of the property to the defendant, the Southern Pacific Railroad Extension Company. The plaintiff subsequently parted with one-half of his one-fourth interest.

The main questions discussed are the following, viz.: What was the agreement which Burner made with the plaintiff for the transfer of the contract of purchase, and what was its effect; what was the effect of the destruction of the "deed" from Weller to Burner; and what was the authority of Burner in the premises?

1. The court finds in substance that the agreement made by Burner with the plaintiff was that if the latter would give up his contract with the owner of the property, Pearson would purchase the property in accordance with such contract, "and would then and there, in consideration of the transfer of such agreement, convey to plaintiff an undivided one-fourth interest in and to said premises free from all liens and incumbrances." (Fol. 164-5.)

This agreement was not in writing. But there is not the slightest doubt that it was made. Burner so swears. (Fol. 254-5.) Plaintiff so swears. (Fol. 349.) Weller so swears. (Fol. 390.) And there is no evidence to the contrary.

The court further finds that in pursuance of this agreement the plaintiff transferred the contract of purchase to Weller, who immediately gave to plaintiff a deed purporting to convey an undivided one-fourth interest in the land. (Fol. 166-7.) And the evidence in support of this finding is uncontradicted. (Fols. 258 and 389-92.)

Now, inasmuch as Weller had no title to the land, he could convey none to the plaintiff. But the parties seem to have regarded the "deed" as sufficient to protect the plaintiff's rights. And we think that it operated as an assignment of a one-fourth interest in the contract of sale. (Heinlen vs. Martin, 53 Cal. 321; Hilton vs. Young, 73 Cal. 196.) It is possible that as against the owner of the property the contract could not be split up in this manner. But no such question can arise between the parties here. It results that after this arrangement the plaintiff had a one-fourth interest in the contract.

2. What was the effect of the destruction of the deed above mentioned?

The defendants contend that such destruction was in pursuance of an arrangement made for the purpose of placing the title to the whole property in Pearson, so that he could "handle" it, and that the intention was to extinguish the obligation held by plaintiff, as provided in Section 1699 of the Civil Code, and to substitute an arrangement by which the plaintiff was not to have any right to the land, but was only to be interested in the profits to arise from the "handling" of Pearson. The findings, however, distinctly negative any such idea.

The court finds that the deed was destroyed under an agreement that when plaintiff should obtain the legal title he "would immediately better and fully secure plaintiff to an undivided one-fourth interest in and to the same" (fol. 172); that the arrangement was not that plaintiff should be interested only in profits to arise from the acts of Pearson (fols. 182-3); but that the original agreement "was never modified or changed." (Fol. 185).

These findings are sustained by the testimony of Burner (see fols. 303-4, 316, 329-30, 384-5 and 326), by the testimony of Weller (fols. 393-4, 399), and by the testimony of one Barber (fols. 426-7). And what is more to the purpose it was proven that a writing was in fact executed by Weller (who still held the contract of sale) whereby a one-fourth interest in such contract was assigned to one Stratton who was the agent and attorney for plaintiff. (See fol. 417-18.) In this regard Stratton testified that he was the attorney for plaintiff (fol. 419), and that the arrangement was that "in lieu of that deed an assignment should be taken by me to hold for Brock as trustee temporarily until the purchase should be finally consummated and Pearson should execute proper documents to secure Mr. Brock in his interest." (Fol. 415; and see to same effect fols. 338, 341-2, 405 and 414-15.)

As against this overwhelming evidence the defendants rely upon the testimony of the plaintiff himself, and insist that he should be bound by it. It is undeniable that the plaintiff (who does not seem to be a very clear-headed man) testified in a suit by a third party against Pearson that he was to be interested in the profits of a corporation to be formed, and not in the property itself (fols. 474 to 483); and he testified to something like that in the present suit (fol. 355). But he also gave testimony going to show that the corporation was to be a thing of the future, and was not to operate as a present extinguishment of his interest. Thus he says: "I did not understand that he was to sell the property, because I claimed one-fourth in it and should be consulted, but simply to enable him to carry out a certain scheme of a corporation that was *eventually* to take this property." (Fol. 361.) And the other witnesses testify that while there was some talk about a corporation nothing definite was concluded in relation to it. (Fols. 400-1, 421 and 426-7.)

We cannot agree to the proposition that the plaintiff is bound by such of his testimony as was favorable to the defendants. At the very most it only amounted to a conflict in the evidence; and it has been said that a conflict is "all the more fatal for being intestine." (Crook vs. Forsyth, 30 Cal. 662; Bernal vs. Wade, 46 Cal. 666.) But we go further than this. We think it clear upon the evidence that the right of the plaintiff to an interest in the land was not intended to be extinguished, and that the talk about profits related merely to future action, which was that the property should be put in the hands of Pearson, so that he could "handle" it for the benefit of those interested in it. Such an arrangement could be no stronger than a power of attorney to Pearson. This could be revoked at any time, and whatever arrangement was made undoubtedly revoked by the commencement of the present suit and the recording of the notice of *lis pendens*.

One of the learned counsel for the appellants urges in this regard that the plaintiff "cannot place the title unincumbered in Pearson for the purpose of a trade, obtain the money of the corporations, and then be heard to claim that the property was incumbered by some secret trust in favor of himself." And the others say: "Brock permits Pearson to have a clear title for the very purpose of conveying the property to a corporation clear of all incumbrances, and then when Pearson has so conveyed to such corporation Brock jumps up to ask that the corporation deed back a part of the property to him," with more in the same strain.

The counsel overlook the fact that the present suit was commenced, and the notice of *lis pendens* recorded on July 20, 1887 (fols. 11 and 457); and that the conveyance to the first corporation was not until October 20, 1887 (fol. 461), and to the second not until April 23, 1888 (fol. 463). Furthermore there is not a syllable of evidence in the record to the effect that Pearson ever paid or offered to pay any portion of the profits to the plaintiff. On the contrary he denied that plaintiff had any right to the land (fols. 325,438, 441, 488-9); and after the suit was commenced said that he should never get a cent. (Fols. 428, 439 and 403.)

3. What was the authority of Burner in the premises?

The court finds that Burner "at all times was the duly authorized agent of the defendant Pearson with general power to purchase said property." (Fol. 181.)

There is evidence in support of this finding. Burner testifies that he "received verbal instructions from the defendant John W. Pearson to purchase the property" (fol. 249); that such instructions "were simply verbal, to get hold of the property as best I could—that is, to make the best terms I could to get hold of the property" (fol. 298), and that he was not simply to ascertain what the property could be bought for, but to "get hold" of it. (Fol. 299.)

We do not see any evidence contradicting these statements. The argument for the appellants is founded on what occurred subsequently. In this regard Burner testifies that after the arrangement was made by which the plaintiff transferred his contract to Weller, and the latter gave back a deed to plaintiff, he (Burner) went to San Francisco and told Pearson what had been done, whereupon the latter said that "the transaction was satisfactory, except that he did not want that deed out. He said he wanted that deed destroyed. He said he would assign the various interests himself." (Fol. 259-61.) Pearson's account is somewhat different from this. (See fols. 487-9.) But he wrote a letter to Burner, in which he said: "There must be no lien or obligation on the 700 acres except the $15,000. *I will give the contract to carry the various interests* to you and your friend, *and for the man from whom you get the bond*; so sign nothing to any one," etc (fols. 284-5). This letter was shown to the plaintiff, and Burner testifies that "the transaction would never have went through if I hadn't got the letter then that he would agree to carry those interests satisfactorily to all parties." (Fols. 326-7.)

Upon this evidence the only argument that can be made with any semblance of merit is that Burner had no authority to *sign* anything; that the culminating act was to be done by Pearson himself; and that the plaintiff knew this, because the letter was shown to him.

But the answer is that there was no need for him to sign anything. As shown under the first head of this opinion the giving of the deed from Weller to the plaintiff operated as an assignment of a one-fourth interest in the contract. The giving up by plaintiff of his bargain was sufficient consideration for this assignment. And Burner had ample authority to make the arrangement, because as above shown he was sent with general instructions to "make the best terms I could to get hold of the property." This shows a right in the plaintiff. It devolved upon the defendants to show that such right was destroyed. And in order to do this they are driven to rely, and do rely, upon the destruction of the deed with the consent of the plaintiff. But in order to sustain this, it was necessary to show that the deed was destroyed "with intent to *extinguish* the obligation thereof." (Civil Code, Sec. 1699). And we think we have shown conclusively, under the second head of this opinion, that there was no intent to "extinguish" the right of plaintiff to a one-fourth interest in the land. It was evidently destroyed under a belief that it conveyed title to the land, and the object was to have the title in the name of Pearson. But the oral evidence clearly shows that there was no intent to extinguish plaintiff's right to a conveyance, which was the only obligation the "deed" could have; and this is further manifest from the fact that a writing evidencing such right was actually given. The intent with which the deed was destroyed is the material thing; and in relation to this it is of no consequence whether Burner or Weller had authority to sign anything or not.

4. The defendants, other than Pearson, had notice of the plaintiff's rights when they purchased the property. This is found by the Court (fol. 191); and it seems plain that the notice of *lis pendens* was sufficient to charge them with notice. (Randall vs. Duff, 79 Cal. 116.) The amendment to the complaint did not destroy the effect of the notice of *lis pendens*.

The other matters do not require special mention.

We therefore advise that the judgment and order denying a new trial be affirmed.

HAYNE, C.

We concur:
FOOTE, C.,
BELCHER, C.

THE COURT.

For the reasons given in the foregoing opinion, the judgment and order denying a new trial are affirmed.

[Filed February 7, 1891.]

Appeal from Superior Court of Los Angeles County—H. K. S. O'Melveny, Judge.

For appellant, J. M. Damron.

For respondent, Anderson, Fitzgerald & Anderson.

DEPARTMENT ONE.

SHATTO, Respondent, vs. CROCKER, Appellant. } No. 13,730.

This is an action for damages, occasioned by the malicious prosecution of a criminal action against the plaintiff before a Justice of the Peace of Los Angeles County.

The findings of the court were in favor of the plaintiff, and judgment was entered against the defendant for the sum of $400 and costs.

Appellant claims that the court erred in permitting the plaintiff to testify to the injury to his feelings caused by the arrest, the only special damages alleged being $25 paid an attorney for the defense of the respondent in a criminal action, and $50 loss on account of detention from business for two days.

We think that the evidence was properly allowed under the general allegation as to damages. Bodily pain and suffering come under the head of general damages, because they result naturally and directly from bodily harm, and injuries to the feelings flow as naturally and as directly from treatment like that complained of herein. (1 Sutherland on Damages, Sections 763-6).

Appellant contends, also, that the court erred in overruling his objection to the introduction in evidence of copies of the complaint, warrant of arrest, proceedings and docket entries in the criminal action tried before the Justice of the Peace, certified by the latter.

The papers were attached together, and were objected to as a whole. They included a certified copy of the entries in the docket. Such copy is made *prima facie* evidence of the facts stated by the provisions of Section 912, C. C. P. As some of the evidence offered as a whole was admissible, and as appellant failed to specify any particular portion to which he addressed his objection, there was no error in the ruling of the court. (Board of Ed. vs. Keenan, 55 Cal. 647.) Furthermore, it appears from the defendant's own evidence that he prosecuted the case referred to, and that the plaintiff was acquitted.

Judgment and order affirmed.

PATERSON, J.

We concur:
HARRISON, J.,
GAROUTTE, J.

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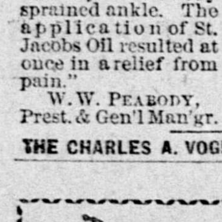

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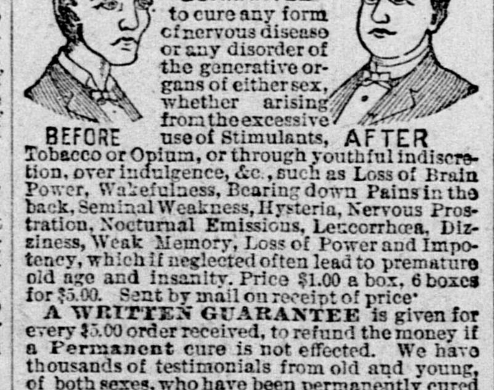

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REPUBLICAN PRIMARY.

AT A MEETING OF THE REPUBLICAN City Central Committee, held Tuesday, February 10, 1891, it was

Resolved, That a Republican Primary Election be held in the City of Sacramento, on

SATURDAY, FEBRUARY 14th,

Under the provision of the Porter Primary Election Law, to elect 160 delegates to meet on Tuesday, February 17, 1891, to nominate candidates for the following city offices: Third Trustee, City Auditor, City Assessor, City Collector, Fire Commissioner (long term), Fire Commissioner (short term).

Resolved, That the qualifications required of voters at said Primary Election in addition to those prescribed by law, shall be that the voter shall have voted for Markham and Reddick and will support the Republican City Ticket.

Resolved, That Caucuses be held in each Ward on Friday evening, February 13th, at 8 o'clock, to select delegates to the said Convention.

FIRST WARD.

From Front to Fifth Streets—17 delegates—Polls, 1005 Third Street. W. A. Anderson, Inspector; A. J. Senatz and R. Arnold, Judges.

From Fifth to Seventh Streets—13 delegates—Polls, 614 J Street. Frank Van Guelder, Inspector; William M. Petrie and John Barrett, Judges.

SECOND WARD.

From Front to Fourth Streets—16 delegates—Polls, Southeast corner Third and K Streets. J. J. C. Fitzgerald, Inspector; Emil Heinreich and Frank McMurry, Judges.

From Fourth to Sixth Streets—14 delegates—Polls, Fifth and K streets. Frank Wickwire, Inspector; James McKenna and Fred Snyder, Judges.

THIRD WARD.

From Seventh to Twelfth Streets—15 Delegates—Polls, Ninth Street, between I and J. Dugald Gillis, Inspector; Henry O. Tubbs and George Neuman, Judges.

From Twelfth to Eighteenth Streets—19 Delegates—Polls, Fourteenth and G Streets. E. I. Robinson, Inspector; Frank Hickman and J. B. Gilbert, Judges.

From Eighteenth to Thirty-First Streets—16 Delegates—Polls, Twentieth and H Streets. A. L. Frost, Inspector; Wilbur F. Smith and Joseph Berresford, Judges.

FOURTH WARD.

From Sixth to Tenth Streets—20 Delegates—Polls, Central House, K Street, between Eighth and Ninth (south side). W. B. Maydwell, Inspector; J. M. Gattman and S. W. Butler, Judges.

From Tenth to Nineteenth Streets—20 Delegates—Polls, New Pavilion. J. J. McKinnon, Inspector; J. F. Slater and John Ryan, Judges.

From Nineteenth to Thirty-First Streets—10 Delegates—Polls, Twenty-Fifth and O Streets. Robert Parker, Inspector; J. J. Wingard and C. E. Dutton, Judges. Polls will be open from 2 P. M. to 6 P. M.

A. J. GARDINER, Chairman.
A. J. JOHNSTON, Secretary. B.C.] fe11-td

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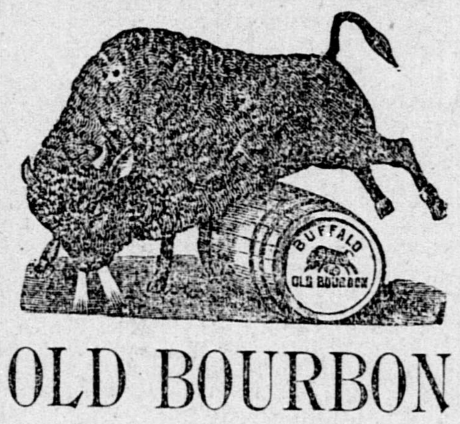

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Dated Sacramento, Cal., February 4, 1891.

L. S. ADAMS, [Seal.]
San Francisco, California.
F. B. ADAMS, [Seal.]
Sacramento, California.

State of California, County of Sacramento—ss. On this 4th day of February, in the year one thousand eight hundred and ninety-one, before me, L. T. HATFIELD, a Notary Public in and for the County of Sacramento, personally appeared L. S. ADAMS and F. B. ADAMS, known to me to be the persons whose names are subscribed to and who executed the within instrument, and they acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal, at my office in the City of Sacramento, County of Sacramento, the day and year in this certificate first above written.

[SEAL.] L. T. HATFIELD, Notary Public.
f5-5tTh

ASSESSMENT NOTICE.

SACRAMENTO PACKING AND DRYING Company.—Location of principal place of business, Sacramento, California. Notice is hereby given that at a meeting of the Board of Directors held on the 20th day of January, 1891, an assessment (No. 1) of one dollar ($1) per share was levied upon the capital stock of the corporation, payable immediately in United States gold coin to the Secretary, at the office of the company, 611 G street, Sacramento, Cal.

Any stock upon which this assessment shall remain unpaid on the twenty-fifth (25th) day of February, 1891, will be delinquent and advertised for sale at public auction, and, unless payment is made before, will be sold on FRIDAY, the twenty-seventh (27th) day of March, 1891, to pay the delinquent assessment, together with the costs of advertising and expenses of sale.

By order of the Board of Directors.

B. H. HULBURD, Secretary.
Office, 611 G street, Sacramento, California.
ja22-9-f5-1-9-5

Trees! Trees!
J. T. BOGUE
Of Marysville has the finest stock of
F-R-U-I-T T-R-E-E-S
Ever brought to Sacramento.

NURSERY, SECOND STREET, NEAR depot—first Nursery from I street, adjoining Reed & Co.'s. These Trees are perfectly free from scale and TRUE TO LABEL. Call and examine.
fe11-1m J. R. NICKERSON, Agent.

C. EHMANN,
Wholesale and Retail Dealer in
Fancy and Staple Groceries,
PRODUCE AND GRAIN COMMISSION MERCHANTS,
—AND DEALERS IN—
FOREIGN and DOMESTIC FRUITS
1028 and 1030 J Street.
Goods Delivered Free of Charge.

NOTICE IS HEREBY GIVEN THAT THE copartnership heretofore existing between C. EHMANN and FRANK A. SIEKE has been dissolved by mutual consent, Mr. F. A. SIEKE retiring. Mr. EHMANN has assumed all liabilities, will receive all accounts due and hereafter conduct business at the old stand.
ja22-3m

MRS. J. W. BOYD
HAS REMOVED HER DRESSMAKING business from residence to 916 Seventh street, between I and J, where she will be pleased to meet her patrons and all others who desire latest designs and first-class work in dressmaking. fe10-1m

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

Real Estate, Etc.

READ AND CONSIDER

Two-Acre Tracts, $50 Cash, $10 per month.

Five-Acre Tracts, $125 Cash, $25 per month.

Ten-Acre Tracts, $250 Cash, $50 per month.

INTEREST, 7 PER CENT. NET.

$240 TO $300 PER ACRE!

Four to Eight Blocks from Oak Park,
TERMINUS ELECTRIC RAILWAY!

M. J. DILLMAN,
305 J STREET.

W. P. COLEMAN,
Real Estate Salesroom, 325 J st.

We have the selling of 240 acres of the largest ranch on Whisky Hill at $60 per acre. This is the cheapest land adjoining Sacramento. JUST THINK! $60 PER ACRE FOR 240 ACRES. Look at it or we will call and take you out.

160 acres near Loomis; good fruit land; $50 per acre.

MONEY TO LOAN.

P. BOHL. E. A. CROUCH.

MILLS & HAWK,
Real Estate Agents,
301 J STREET, CORNER THIRD,

OFFER A SPLENDID PLACE FOR A home almost in the city. Four acres, with dwelling house, barn, sheds, etc.; windmill, two wells; situate Thirty-second and T streets, two blocks from Guthrie's Station, where one can take steam cars, or five blocks from electric street road; price, $2,200. This is an opportunity to get a good home at a very low price.

Agency Union Insurance Company.

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

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.

TRADE **COMPOUND Sulphur Powder!** MARK.

—THE—
Most Perfect Laxative and Cathartic
KNOWN!

Will Give Instant Relief and Effect Permanent Cures in Cases of

HABITUAL CONSTIPATION,
INDIGESTION,
PILES,
BILIOUSNESS,
DISEASED LIVER,
SCIATICA,
RHEUMATISM,
GRAVEL, ETC,, ETC.

The Greatest Blood Purifier OF THE AGE.

Pleasantest to the Taste! Wonderful in Its Results!

PUT UP ONLY BY THE
W. H. BONE CO.,
12 Bush street, San Francisco.
KIRK, GEARY & CO., Sole Agents, Sacramento. ja16-tf

THIRTY DAYS' SALE!

Stylish New York and London Cut Suits.

I WILL MAKE SUITS TO ORDER IN THE best of style.
$30 00 Suits now on sale.....$20 00 to $22 50
$35 00 Suits now on sale.....$25 00 to $27 50
$40 00 Suits now on sale.....$30 00 to $32 50
$45 00 Suits now on sale.....$35 00 to $36 50
$50 00 Suits now on sale.....$37 50 to $42 50
$55 00 Suits now on sale.....$45 00 to $46 50
$60 00 Suits now on sale.....$47 00 to $50 00
Stylish cut and best fitting Pants, $5 to $8. Fine New York and London Trousering, $10 to $12—the best in the State.
A perfect fit guaranteed or no sale.
All garments made by the best White Labor here. Patronize home industry.
Please call at
JOE POHEIM'S,
No. 600 J street..........Corner Sixth

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

A. MEISTER,
CARRIAGES, VICTORIAS, PHAETONS, Buggies and Spring Wagons.
910, 912, 914 Ninth st., Sacramento.

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	9:25 A
12:05 P	Truckee and Reno	2:25 A
11:00 P	Truckee and Reno	8:15 A
12:05 P	Colfax	3:15 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.