SUPREME COURT DECISIONS.

[Filed March 10, 1891.]
DEPARTMENT TWO.

DEAN, Appellant, vs. PARKER ET AL., Respondents. } No. 13,338.

Action to determine conflicting claims to certain real property.

In the court below the judgment was in favor of defendants, and from this judgment and an order denying his motion for a new trial the plaintiff appeals.

The findings of the court show that the land in controversy was originally conveyed to the mother of the plaintiff—that is, she was named as grantee in the deed conveying it, but that the property was paid for with the community funds and property of the mother and her husband, who was the father of plaintiff. The mother, Mary Dean, died January 26, 1877, leaving surviving her her said husband and three children. On October 3d following, the father died, but prior to his death he on the 5th day of February, 1877, filed in the proper Probate Court a petition signed by him, praying for letters of administration on the estate of his deceased wife, in which it was stated that the land in controversy was her separate property. The findings further show that this same property was afterwards, in 1882, in the matter of the estate of said Mary Dean, sold to one Thomas O'Donnell, which sale was confirmed by the court, and said O'Donnell conveyed to defendants.

The court also found: "That before the death of said John Dean, he, the said John Dean, and on the 14th day of May, 1877, made and executed a deed of said property described in the complaint to James P. Dean, the plaintiff herein, for a consideration of one dollar, but that said deed was never delivered; no consideration was ever paid by the grantee therein named; the said deed was never recorded, and the defendants herein never were aware of or had any notice of the existence of said deed until after their purchase of the property in dispute in this action; nor did the said John Dean have or own any interest in said property at the time he executed said deed, or at any time thereafter, by reason of said action in filing said petition."

As a conclusion of law the court found "that the said act of John Dean in filing said petition, setting forth therein that the said property was his wife's separate property and causing the same to be sold thereunder, forever estops said John Dean, his heirs and successors from claiming the same, and has the effect (even if it were community property) of making it the separate property of Mary Dean; that plaintiff neither has, nor owns any right, title or interest of any nature whatsoever in or to said property, but that the absolute title in fee thereto, and ownership thereof is in the defendants."

1. If the latter part of what is termed the "conclusions of law," should be considered rather the finding of an ultimate fact, the sufficiency of the evidence to justify it cannot be considered on this appeal, as there is no exception to it for this cause, or specification wherein the evidence fails to sustain it. But we think that looking at the entire findings, this should be regarded simply as a conclusion, which the learned Judge of the court below drew as one of law, from the specific findings of fact, which preceded it, and that, therefore, we may review it; and, if in law, the conclusion is not properly drawn from such preceding facts, the error may be corrected.

2. It is apparent that the court in its sixth finding above set out does not use the word "executed" in its strict legal sense, and the proper construction of that finding is that the deed referred to therein was signed, but not, in fact, delivered.

3. The facts found by the court do not support the judgment. The court finds in effect that the property in controversy was community property of the husband, John Dean, and his wife, Mary Dean, and that the husband survived the wife. This being so, upon the death of the wife the property belonged to the surviving husband, without administration (Civil Code, Sec. 1401), and the estate of Mary Dean never had any title to or interest in this property to convey to any persons, and the facts alleged in the answer of defendants as matter of estoppel, and found by the court, are not such as to estop the plaintiff here from showing that the property in controversy was never the separate property of the said Mary Dean, under whom the defendants claim. The facts necessary to be shown, in order to call into exercise the principle of equitable estoppel, are stated by Field, C. J., in Biddle Boggs vs. Merced Mining Company (14 Cal. 367), as follows: "*First*, that the party making the admission by his declarations or conduct was apprised of the true state of his own title; *second*, that he made the admission with the express intention to deceive or with such carelessness or culpable negligence as to amount to constructive fraud; *third*, that the other party was not only destitute of all knowledge of the true state of the title, but of the means of acquiring such knowledge; and, *fourth*, that he relied directly upon such admission and will be injured by allowing its truth to be disproved."

In referring to this quotation the court in Smith vs. Penny (44 Cal. 166), says: "This specification of the facts which are essential to the operation of the estoppel was approved in Davis vs. Davis (26 Cal. 23), and in many other cases in this court, except that in some of the cases, the third specification was modified in one particular, it not being deemed requisite that the other party should be shown to be destitute of all *possible* means of knowledge of the true state of the title, but only of convenient or ready means to that end." (See also Bigelow on Estoppel, p. 437.)

4. One of the questions to be determined was whether a certain deed, signed by the father of plaintiff and purporting to convey to plaintiff the land in controversy, was ever delivered, the evidence showing that it had been placed by the father in the custody of one Daniel O'Keefe, who was a witness upon the trial. While giving his testimony, the defendants put to O'Keefe this question: "Supposing the father had come in a year after he left the deed with you—or two or three weeks afterwards—and asked you for the deed again, would you have given it to him?"

This question was objected to upon the ground that it was immaterial, irrelevant, and incompetent. The objection was overruled, the plaintiff excepting to such ruling, and the witness answered: "Yes, sir."

The objection to this question should have been sustained, as the evidence sought by it was clearly irrelevant. The matter to be determined was what was the intention of plaintiff's father in leaving this deed with the witness, and for the purpose of arriving at this intention, evidence of any declarations made, or conversations had in relation to that subject, by the said John Dean, at that or any subsequent time, would have been competent; but what the witness would have done, if the deed had afterwards been called for can have no tendency to show whether the father did or did not intend in what he did to make a delivery of the deed for the benefit of his son.

5. The case must be remanded for a new trial, and as we cannot know that the evidence upon another trial, in relation to the delivery of the deed referred to, will be in all respects the same as appears in this record, we do not deem it proper to pass upon the question whether the sixth finding of the court is supported by the evidence. Whether there was a delivery for the benefit of the plaintiff is a question of fact to be determined by ascertaining the intention of the father in what he did, in signing it and leaving it with the witness O'Keefe. Any declaration made by him at the time of the alleged delivery, or at any subsequent time, as to his intention, is relevent to this inquiry. The evidence in this record, as to what he said during his last sickness in giving a reason for not making a will, is relevant.

Judgment and order reversed.

We concur: DE HAVEN, J.
SHARPSTEIN, J.,
MCFARLAND, J.

[Filed March 13, 1891.]
DEPARTMENT TWO.

PEERS ET AL., Respondent, vs. MCLAUGHLIN ET AL., Appellants. } No. 13,196.

The court below adjudged that defendant, Thomas McLaughlin, is indebted to the plaintiffs in the sum of $1,615 24, and that said indebtedness is a lien upon the land described in the complaint, and directed that it be sold to satisfy said lien. All of the defendants appeal from this judgment. There is no bill of exceptions in the record. The findings show the following facts:

The defendants, John Thomas Edward McLaughlin and Margaret McLaughlin, are minor children of the defendant, Thomas McLaughlin. In March, 1884, the plaintiffs and the defendant, Thomas McLaughlin, made an agreement, the plaintiffs to convey to said Thomas McLaughlin and his said minor children the land described in the complaint for the sum of $2,500, and at the same time the defendant, Thomas McLaughlin, paid to plaintiffs on account of said purchase, the sum of $1,300, and the balance of $1,200 was to be paid October 1, 1884. On October 10th following, this balance was still unpaid, and it was then agreed between plaintiffs and the defendant, Thomas McLaughlin, "for himself and his said children, * * * * that plaintiffs should execute a deed * * of said * * land to Thomas McLaughlin and his said children, and that the said balance of said purchase price * * * * * * should be secured by a mortgage upon said lot of land."

Thereupon plaintiffs conveyed said land to the defendant McLaughlin and his said minor children, at the same time receiving back a note for $1,200, and a mortgage to secure it upon the land conveyed. The mortgage recited that "Thomas McLaughlin, John Thomas Edward McLaughlin and Margaret McLaughlin" are parties thereto of the first part, and was signed:

"THOMAS MCLAUGHLIN (seal),
"THOMAS MCLAUGHLIN (seal),
"Guardian of the persons and estates of John Thomas Edward McLaughlin and Margaret McLaughlin, minors."

The note was also signed by Thomas McLaughlin for himself, and also below as guardian for the said minors.

The court further finds "that said deed and mortgage were drawn by one Oliver Walcott, an attorney at law, who represented to said plaintiffs that said mortgage was sufficient to create a lien for said sum of $1,200, upon the interests of said children as well as upon the interest of said Thomas McLaughlin in said lot of land, and that said plaintiffs when they executed said deed and received the mortgage believed that said mortgage was sufficient and effective." for that purpose.

It is claimed by the defendant minors that the judgment is erroneous, in so far as it makes the said indebtedness of the defendant, Thomas McLaughlin, a lien upon their interest in the land so conveyed to them.

There is nothing in the case showing that any portion of the money paid by the defendant, Thomas McLaughlin, belonged to said minors, or whether he was or was not in fact the guardian of their estates.

We are of the opinion that upon the facts appearing here the mortgage referred to may be enforced as an equitable mortgage upon the whole land, and whatever interest the defendant minors may have acquired therein by virtue of the deed referred to is subject to its lien.

The principle is well settled in equity that a mortgage defectively executed, or an imperfect attempt to create a mortgage upon specific property for the purpose of securing a debt, will create a specific lien upon the property so intended to be mortgaged. (Daggett vs. Rankin, 31 Cal. 327; Leve vs. S. N. L. W. and M. Co., 32 Cal. 652.)

In Remington vs. Higgins (54 Cal. 620), which was an action against husband and wife, the facts were, that the husband bargained for land, agreeing that a mortgage should be given to secure the purchase price, and at his request the deed was made to his wife, and she executed the mortgage. This mortgage was, however, invalid, because, by the conveyance to the wife the property became community property, and as such was not subject to mortgage by the wife. In dealing with that state of facts the court uses this language; "Admitting that the transaction did not create a mortgage in law, and not deciding but that plaintiff may have waived his lien of a vendor, we are of the opinion that plaintiff has a lien upon the premises by way of equitable mortgage to recover the unpaid portion of the purchase money and interest. The husband in bargaining for the premises agreed that a mortgage should be given; a paper was executed in pursuance of that agreement which was supposed by the parties to have accomplished that object. It now appears that that paper is invalid as a mortgage; equity will treat that as done which the parties agreed to have done, and which ought to have been done."

So in this case, the father agreed that the balance of the purchase price should be secured by a mortgage of the land conveyed, and we presume that the one under consideratien was executed by him in good faith to carry out that agreement, and the court below finds that the plaintiffs accepted it under the belief that it was a valid lien upon the whole land they were conveying, and it was because the plaintiffs so relied upon it that the defendants were enabled to acquire any interest in the land. We have not overlooked the fact that in all the cases above cited the persons against whom the imperfect instrument was enforced had the capacity to make a valid contract, while by the judgment here it is the land of minors who were and are incapable of contracting for land, and, in a general sense, of ratifying such a contract, against which this mortgage is enforced.

But this fact ought not under the circumstances here disclosed to prevent the application of the equitable rule which lays at the foundation of these cases. It must be borne in mind, also, that the agreement of the father and his assumed agency in accepting a deed in pursuance of the agreement is the source, or foundation of all the right, legal or equitable, which these minors have in the land. The deed was made to them, solely by direction of the father. That was the form which the transaction took, and in equity the agreement that the purchase price should be secured by a mortgage upon the land, the conveyance and the mortgage must be regarded as one transaction, and no person, whether minor or adult, can be permitted to adopt that part of an entire transaction, which is beneficial, and reject its burdens.

This commanding principle of justice is so well established that it has become one of the maxims of the law. The father acted for the children, and they must either accept or repudiate the entire contract which he made; they cannot retain its fruits and at the same time deny its obligations.

"A party cannot apply to his own use that part of the transaction which may bring to him a benefit, and repudiate the other, which may not be to his interest to fulfil.

"Thus it had been held that an infant cannot avoid a mortgage and affirm a deed, when both are made at one and the same time, relate to the same property, and go to make up one transaction. If the mortgage be avoided under the plea of infancy, the deed becomes of no effect." (Heath vs. West, 28 N. H. 108.)

In this case the minors are before the court, and have filed an answer by their guardian *ad litem*. They have not disclaimed the title vested in them by the deed procured under the circumstances stated, but seek to defeat the lien of plaintiffs' mortgage, so far as their title is concerned, by the plea "that they have not ratified any contract relating to the sale of said lot, and that they are incapable of ratifying the same." But what the rules of equity would not permit them to do if they had attained their majority, they cannot be permitted to do now through their guardian *ad litem*.

Judgment affirmed.

DE HAVEN, J.

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

[Filed March 14, 1891.]

Appeal from Superior Court, Sacramento County—A. P. Catlin, Judge.

For petitioner, C. H. Clement.

For respondent, A. L. Rhodes and Geo. Lezinsky.

IN BANK.

EX PARTE D. M. VANCE, ON HABEAS CORPUS, and EX PARTE A. H. CARPENTER, ON HABEAS CORPUS. } No. 20,812. No. 20,811.

BY THE COURT.

These two proceedings were heard on Monday, March 9, 1891, on returns of the Sheriff of Sacramento County to the writs of *habeas corpus*. The conclusions of this court, remanding the petitioners to the custody of said Sheriff, were on the same day announced; but through some inadvertence the proper orders were not delivered to the clerk, and were therefore not entered by him.

The petitioners are in custody by virtue of an order of the Superior Court of Sacramento County—Judge A. P. Catlin presiding—punishing them for contempt, which consisted in violating a decree rendered in said court—ex-Judge J. W. Armstrong then presiding—in a certain action in that court entitled "James C. Pennie, administrator, *et al.* vs. Sebastian Vischer *et al.*" The petitioner Vance was a party defendant in that action, and the decree enjoined and restrained him, and his agents, attorneys, employes, etc., from entering upon any of the lands described in the complaint therein, and from interfering with the plaintiffs in said action or either of them, or their tenants, grantees or agents in the possession, control or ownership of such lands. The other petitioner, Carpenter, was Vance's attorney in said action.

The findings of the Superior Court in the contempt matters are very full, and show that the petitioner Vance violated the decree by interfering with the possession of one Evans, who was a lessee of plaintiffs of part of said lands, by preventing the sheep of said Evans from grazing on said land, and driving them away from said land, and assisting in the building of a fence on said land to prevent the grazing of said sheep thereon, and offering to lease said land in opposition to the lease thereof given by the successors in interest of the plaintiffs in said action; and, that the other petitioner, Carpenter, had counseled and advised with, and aided and abetted said Vance in so interfering with the said tenancy and occupation of said Evans. All other facts necessary to the validity of said order punishing for contempt are fully found. We see nothing in the contention that the court had not jurisdiction in the said action of Pennie vs. Visher; and there is no reason why the petitioners should be discharged.

Let an order be entered in each of said proceedings in *habeas corpus*, that the petitioner be remanded to the custody of the Sheriff of Sacramento County, and that the proceeding be dismissed.

[Filed March 10, 1891.]
DEPARTMENT ONE.

ADAMS, Appellant, vs. ANDROSS, Respondent. } No. 13,006.

BY THE COURT.

This cause was submitted without argument, and there are no briefs on file. We do not know, therefore, upon what points appellant relies for a reversal. The ruling of the court below in sustaining the demurrer appears to be right. The judgment is affirmed.

SOCIAL AND PERSONAL.

Editor J. O. Maxwell, of the Woodland *Democrat*, is in the city.

Mrs. Laura A. McAdams left for Victoria, B. C., to reside permanently.

Mrs. J. Johns and son Fred, of San Francisco, are visiting Mrs. C. Rood, of Sacramento.

L. Bell, the auctioneer, returned last evening from Napa, where he has been engaged in selling a large number of work horses.

Assemblyman Jud C. Brusie and wife arrived from the East yesterday morning. Mrs. Brusie is speedily recovering from the injuries she received in the railroad accident in Illinois about three weeks ago.

De Witt Arnold, nephew of Mrs. A. L. Upson, who has been spending the winter here, leaves to-day for Arizona, where he has some cattle interests. From there he will go to Washington, where his aunt, Mrs. General Williams, resides. Mr. Arnold is a native of this city, and says he hopes to return here within another year to reside permanently.

New Citizen.

John Elliott, a native of Ireland, was admitted to citizenship by Superior Judge Catlin yesterday. J. J. Ankener and Herman Lages testified as to Elliott's qualifications.

The Costly Orchid Craze.

Orchids are spreading all over the world in these days, and we may expect to hear of other instances where a species has taken root in alien climes like R. coccinea in Brazil. I cannot cite a parallel at present, but Mr. Sander informs me that there is a growing demand for these plants in realms which have their own native orchids. Among customers who write to him directly are magnates of China and Siam, an Indian and a Japanese Rajah. Orders are received—not unimportant nor infrequent—from merchants at Calcutta, Singapore, Hong Kong, Rio de Janeiro, and smaller places, of course. It is vastly droll to hear that some of these gentlemen import species at a great expense which an intelligent coolie could gather for them in any quantity within a few furlongs of their godown. But for the most part they demand foreigners.—*Longman's.*

1,500 MILES.

But She Got It.—A Sample of Letters Daily Received.

Only those who have tried it can know what it is that prompts one to send 1,500 miles for it to get it again. Here is another of many such instances:—

DEAR SIRS: I send $5, for which please return a half dozen of your vegetable sarsaparilla. I have moved here from Sierra City, Cal. I took three bottles before leaving, hence I send all the way back to California for more. It was just before I left Sierra City, about a year ago, that I began to feel very miserable. My skin was very yellow, and I was all pains and aches, especially under my shoulders and in my head. The doctor said it was my liver, and gave me some medicine which relieved me somewhat. One of my neighbors happened in and told me she had started to take Joy's Vegetable Sarsaparilla, and advised me to try it. I did, and with such good effect that I now feel like a new being. I have persuaded one of my neighbors here to take it, so part of this is for her and part for myself.

MRS. GEO. DELBRIDGE,
Butte City, Montana.

The reader, who has not tried it, has no idea what the vegetable juices in this remedy will do for disordered systems.

Curious persons may like to test the accuracy of some observations by an Austrian physician. He asserts that persons stung by bees are exempt for several months from the effects of further stinging, protection being afforded in the same manner that vaccination protects from small-pox.

The Chinese spend $200,000,000 annually on their religious worship. There is a spiritual side to their religion, and spiritualism, pure and simple, has existed in China for ages.

Royal Baking Powder.

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

Royal Baking Powder
ABSOLUTELY PURE

FISHES THAT BUILD NESTS.

Fishes that Take Care of Their Families—Other Funny Things.

"It is generally supposed that fishes take no care whatever of their young, leaving them entirely to the attention of nature," said Professor Theodore Gill to a writer of the Washington *Star*. "But the fact is very much otherwise with many species. The most remarkable point, however, regarding certain kinds of finny creatures in their parental relations is that the males do the care-taking, and not the females. Very interesting discoveries have been recently made with regard to the habits of nest-building fishes, the catfish among others.

"If you will go out any time during the month of August in this latitude, you will see in the streams and ponds big catfish of the common sort, each one accompanied by a swarm of small fry. In each case the old one is a male and he is engaged in taking care of his offspring. If an intruder comes near he will dash at him and drive him away. It has been known for a long while that catfishes had this way of guarding their young, but only lately that it has been ascertained that it was the papa fish which did the care-taking. Some time back there was a pair of catfishes in one of the aquaria at the building of the Fish Commission. At spawning time eggs were laid, and one of the parents kept watch over them, not permitting the other to come near. The young were duly hatched and thrived, being cared for in this way until they are big enough to look out for themselves. Then the fish which stood guard was taken out and dissected, the result being that it was found to be the male.

"In their native ponds and brooks you will find large broods of young catfish as big as three-fourths of an inch in length, remaining together in flocks, each flock accompanied by the male. Sometimes the latter will swim slowly along in the center of the flock, and at other times alongside. In laying their eggs the parent catfishes select a spot where the water is quiet, if possible protected by aquatic plants, and there they make a nest, perhaps eight inches by six, inclosing the spawn. This nest has a soft outer envelope, and over it the male hovers, forcing fresh water through the mass by rapid vibrations of its fins until after about a week they are hatched.

"Sometimes the male catfish takes care of its young in a still more peculiar manner. There is a kind found in the sea the eggs laid by which are as big as a small bullet. These eggs are found in the mouths of the males, which do this to protect them. After the eggs are laid the papa catfish takes them into his mouth and keeps them there until they are hatched, when they go out and take care of themselves.

"But this method is not confined to the catfishes. There are found in Africa and South America species which resemble the sunfish of our own streams. These 'cichlids,' as they are called, are also plentiful in Texas and in Palestine. They are often found with their cheeks fairly bulging with young. In the Sea of Galilee the cichlids are so numerous that the miraculous catch of the time when St. Peter fished there might be repeated any day, it being the manner of these fishes to move about on top of the water in solid masses, covering many square yards and making a noise like that of rain pouring.

"The common sunfish also takes care of its eggs as do other species of its family which are peculiar to North America, such as the black bass, rock bass and croppie. In the spring a pair of these fishes will come near the shore and carefully clear away a circular spot a foot or two in diameter, removing all the weeds and stones. In this clearing the female lays her eggs and the male immediately takes charge, hovering over the nest and driving away all intruders. This continues until the baby fishes are hatched and able to take care of themselves.

"The pipe fishes, which are found in every sea, save where it is very cold, also take care of their young, and in a very curious manner. The new-laid eggs are taken charge of by the male, which has a sort of fold on each side of his body. Beneath these flaps he keeps the eggs until the young are hatched and sufficiently grown to take care of themselves. In the group which includes the sea horse the male has a pouch under his tail, wherein it retains the eggs until the little fish have been hatched for a day or two, and at the end of which time they make their way out and do their own foraging.

"In the case of all these species of fishes which take care of their young a curious adaptation of natural law to circumstances is found. Those which take the greatest pains in sheltering their offspring have the fewest eggs, perhaps less than 100 at a lay. On the other hand, other sorts of fishes, which pay not the slightest attention to their young, produce hundreds of thousands and even millions at a single lay. The extreme in the other direction is found in the gigantic ray, known as the 'devil fish' of Southern waters, which grows to be twenty feet in width. It bears but a single young one at a birth, the mother retaining it inside her body until it has grown to be four feet broad. The youthful devil fish, coming into the world so big, is in little danger from any enemy, and one at a birth is enough to keep up the stock. There are very many kinds of fishes which are called 'viviparous' because they bring forth their young alive. Three-fourths of the sharks are of that nature."

TAKE CARE OF THEMSELVES.

A French Nobleman Makes a Discovery Concerning American Girls.

"The fact that American girls go anywhere and almost everywhere without escorts has long been a matter of wonderment to me," said a member of the French nobility to a New York *Telegram* reporter the other day. "I was coming down in an elevated train yesterday and the reason was made evident to me. As we neared the City Hall Station almost every passenger made a rush for the door and stood for five minutes, each anxious to get ahead of the other in leaving the train.

"One of the crowd was a very pretty young woman carrying a long-handled umbrella in one hand and a big bundle in the other. Just behind her was a short, very fat man, who was rudely crowding the pretty girl. As I had not left my seat I saw the performance that followed.

"Once the girl looked over her shoulder and the fat man stopped crowding for a moment, but began again and trod on the skirt of the pretty girl. Her eyes grew dark with anger. The long-handled umbrella assumed a horizontal position, and shot backward point first, catching the fat man just about the bottom of his vest. He gave a gasp of terror and caught his breath just as the pretty girl looked over her shoulder, smiled sweetly and said: 'Oh, pardon me; but you are on my skirt.'

"Then she smiled even more sweetly, and the fat man dropped into a seat and groped about as though the air in the car was suffocating him. The girl marched complacently out of the car head up, and the dainty feathers in her hat nodded defiance to all masculine humanity."

STRAINING and racking your lungs and throat with a rasping cough is but poor policy. Rather cure yourself with Dr. D. Jayne's Expectorant, an excellent remedy for asthma and bronchitis.

NEW PUBLICATIONS.

The "West Shore" for March 14th is a handsome number. This Portland weekly is of notable value in giving attractive views in the Oregon, Washington and Idaho sections.

The "New Moon" for March (Lowell, Mass.) is upon our table, well filled with clean, refreshing literary matter adapted to the tastes of general readers. It is a well conducted, growing, cheap magazine.

"The Household," Easter number (50 Broomfield street, Boston), is a quarto, richly illustrated, and contains matter seasonable to Easter time, besides general reading and papers of interest to heads of households.

The "Story Teller" for March (D. Lothrop & Co., Boston) is at hand. It is a book full of charming, wholesome stories for young readers, and by authors recognized as the most skilled among those who write for children.

"Bishop's A B C Guide" (429 Montgomery street, San Francisco) for February is a complete directory for all points of interest in and about San Francisco, and contains tables of travel routes and other information of value to the traveling public.

"Frank Leslie's Illustrated Newspaper" for March 14th contains an exceedingly fine, full-page portrait of ex-Senator William M. Evarts, and views in Central Africa, along the flood regions of the Ohio, in the streets of Boston and of New York, examples of amateur photography, and scenes in the Sioux Indian country.

"Bancroft's Complete California Guide" for March is out. (The Bancroft Company, San Francisco.) It is like its predecessors, though much improved, the most elaborate guide-book yet issued for travelers in this State. It contains a brief but comprehensive description of all the leading sections.

The "English Illustrated Magazine" for March (Macmillan & Co., London and New York) has these leading papers: "Hospital Nursing," by Mrs. Hunter, illustrated by Harry Furniss; "Impressions in Cairo, W. Morton Fullerton, illustrated by Percy Anderson; "The Traditions of the Baymen," Edith Sellers; "Cannes Flowers," A. M. Wakefield; "A Day in Kyoto," Roderick Mackenzie, illustrated; "Frank Short and William Strang," Frederick Wedmore, illustrated; "The Witch of Prague," F. Marion Crawford, illustrated by W. J. Hennessy.

He Attended a "Memory Class."

A laughable story is told of a man who attended a "memory class."

"Hallo, Tom," said a friend, "I hear you are attending this memory class. What do you think of it?"

"Greatest discovery of the age," said Tom, enthusiastically. "I tell you it's a grand thing. Why, two months ago I couldn't remember anything for a day—I couldn't remember names and dates at all, and now, since I've taken up this system, I can't forget anything. No, sir, I really can't."

"Is that so? I must look into the thing myself. What's the teacher's name?"

"Oh, his name's—um—um—let me see. What is his name? I know it as well as I know my own. Odd sort of a name, but common enough, too. It's—it's—I had it at my very tongue's end just now. Its something like—like—hanged I remember what it is. I'll find out and let you know. I never could remember names."—*Chatter.*

Over 300 years ago, in the reign of Henry VIII., an Italian ship sank in the River Stour, at the entrance to the English port of Sandwich. The river, which is noted for frequently changing its course, recently shifted into an old channel and exposed the wreck of the vessel which since the year 1542 has laid imbedded in the sand.

THAT tired feeling, which is so depressing and often so unaccountable in the spring is entirely overcome by Hood's Sarsaparilla, the great spring medicine, which gives strength and vigor.

DR. LESLIE'S
SPECIAL PRESCRIPTION
IS THE ONLY KNOWN REMEDY IN THE WORLD THAT WILL ABSOLUTELY CURE

SICK HEADACHE!

TESTIMONIALS.

TOD & CRAWFORD,
Commission Merchants and Dealers in Building Material.

SANTA ROSA, Cal., Jan. 19, 1891.

BRIGGS MEDICINE CO.—Gents: Yours of the 15th received. I shall be glad to assist you in promoting the sale of Dr. Leslie's Special Prescription. Indeed, most of what I have bought of you in the past four years has been given away, myself having been completely cured after a life-time of headache, as I shall gladly certify. Should you write to either Dr. Markell or Dr. Mason, of this place, you may refer to TOD & CRAWFORD, as to the superiority of your Special Prescription. Yours truly,

WILL. TOD.

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DR. ABERNETHY'S
GREEN GINGER BRANDY.

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ja15-tf

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SICK PEOPLE write for free illustrated family paper on surgical operations tumors, fistula, piles, varicocele, hydrocele; braces, appliances for deformities, female complaints; also, confidential book for men, explaining why thousands cannot get cured of special, private, chronic diseases, eyes, ears, lungs, seminal weakness, loss of manhood, gleet, syphilis, unnatural losses, results of abuse or excesses, which unfit all for marriage, happiness, or life's duties. DR. LIEBIG'S WONDERFUL GERMAN INVIGORATOR, the greatest remedy for above complaints. To prove its merits, $1 trial bottle sent free. Address, DR. LIEBIG & CO. 400 Geary St., San Francisco, Cal., or 301 W. 9th St., Kansas City, Mo.

Meeting Notices.

TO COURSING MEN.—THERE WILL BE a meeting of the Sacramento Coursing Club at Juke's Hall, Nineteenth and M streets, FRIDAY EVENING, March 20th, at 7:30 o'clock, to enter and draw the dogs for the free-for-all race Sunday, March 22d. Entrance, $5. T. KENNEDY, President.
PHIL. CALLAHAN, Secretary. mr18-3t

SPECIAL MEETING OF UNION Lodge, No. 58, F. and A. M., will be held THIS EVENING at 7:30 o'clock for work. A cordial invitation is extended to all fellow crafts.
B. W. FLYE, W. M.
JOHN MCARTHUR, Secretary. 1t*

Wanted.

WANTED TO EXCHANGE—A NEW organ for carpenter work or lumber. Apply or address D. A. D., 1017 F st. mr18-3t*

WANTED—A COMPETENT GIRL FOR light housework. Call at 1412 Eighth street. mr18-tf

WANTED—TWO FURNISHED ROOMS suitable for housekeeping; centrally located; one must be sunny. Address R. S., this office. mr18-3t*

WANTED—A YOUNG GIRL TO ASSIST in housework; must sleep at home. Apply at 224 M street. mr18-tf

WANTED—SITUATION IN A SMALL American family by a girl to do housework. Apply at 807 J street. mr18-3t

WANTED—WAIST MAKERS AND APprentice girls at MRS. C. ROOD'S, 1006 Seventh street. mr17-3t*

JAPANESE WANTS A SITUATION TO attend to school or half-day work. Address C. Y., this office. mr17-3t*

WANTED—TWO GENTLEMEN TO board and lodge in a private family. Apply at this office. mr15-3t*

A JAPANESE WANTS WORK BY THE day. Address R. M., P. O. Box 88, Sacramento. mr14-7t*

WANTED—ALL PERSONS WANTING reliable male and female help will call at J. J. SMITH'S EMPLOYMENT OFFICE, 524 K street, at the office of Capital Transfer Company. mr1-1m*

WANTED TEAMS—PARTIES WITH teams or traction engines to take contract to haul three million feet of lumber. All summer's work; for further particulars address, EL DORADO MILL & LUMBER CO., Diamond Springs, Cal. fe14-tf

WANTED—MEN FOR FARMS, VINEyards, dairies and all kinds of labor. Women and girls for cooking and general housework. Plenty of work for desirable help. Apply at EMPLOYMENT OFFICE, Fourth street, K and L.

WANTED,

TRAVELING SALESMEN; NONE BUT thorough experienced men in our line need apply—those who can command trade.
HART SADDLERY CO.,
Lyon, Lippitt & Co., Proprietors, 417 and 419 Market street, San Francisco. mr11-7t

To Let or Rent.

TO LET—FURNISHED ROOMS, SINGLE or en suite; also, stable to rent. 721 G street. mr18-5t*

TO LET—THREE UNFURNISHED ROOMS for housekeeping. Apply at 811 L street. mr17-2t*

918 SECOND ST.—FOR RENT OR LEASE, building now known as the Roma Hotel. Apply to CARL STROBEL, 317 J st. mr16-7t*

FOR RENT—ONE OR TWO NICELY-FURnished rooms, with all conveniences, at 1129 O street. mr14-7t

TO RENT—FURNISHED ROOMS FOR light housekeeping. 1528, corner Second and P streets. mr14-7t*

TO RENT—A SIX-ROOM COTTAGE, SITuated at 1232 G street. Inquire for particulars next door. mr14-6t*

FOR RENT—DURING THE SPRING AND summer months, a commodious and well-furnished home, with ample and well-kept grounds, located in one of the most desirable parts of San Francisco. For further particulars address AD., this office. mr12-1w

TO LET—THREE TENEMENTS, THREE rooms each; also one house, 8 rooms, partly furnished (suitable for lodging or boarding-house); also some rooms, furnished or unfurnished, suitable for light housekeeping. For particulars apply at WOOD YARD, 401 I street. All cheap rent. mr6-tf

HOTEL OF 100 ROOMS, ALL FURnished, full of boarders and roomers, to lease; best location. Inquire at 1007 Fourth street. mh2-tf

TO LET—TWO LARGE ROOMS AND kitchen with pantry. 501 Seventh street; $9 per month. F. ECKHARDT. mr1-tf

TO RENT—A COTTAGE OF FOUR ROOMS; also, one of five rooms. Apply at 1828 G street. fe19-tf

TO RENT—FURNISHED AND UNFURnished rooms, suitable for housekeeping; rents from $4 to $8. Inquire at 309 M st. f6-tf

FURNISHED ROOMS AT CENTRAL House, from $5 per month upwards; also family rooms at low prices. HORNLEIN BROS., Proprietors. mr19-1y

For Sale.

FOR SALE—A FIVE HORSE-POWER ENgine, in good order; also, small boiler. Inquire of SACRAMENTO PACKING AND DRYING CO., 611 G street, Sacramento. mr18-1mWS

FOR SALE—A SCHOLARSHIP AT THE Bainbridge College, Sacramento; will be sold cheap. For terms and particulars address JOHN McCARTY, Latrobe, Cal. mr15-1w

FOR SALE—THOROUGHBRED BROWN Leghorn eggs, 50 cents per setting of thirteen. J. R. CATLETT, Pleasant Grove, or THOMAS LYNN, 1401 O street, Sacramento. mr15-7td&4tw

$1,200 FOR SALE—PAID-UP LEASE TO Blue Canyon Hotel, worth $450, and furniture, etc., worth $1,000; will sell lease, furniture and goods in house for $1,200. For terms and particulars apply to L. E. SMITH, Trustee, 1217 L street, or FELTER, SON & CO., Second street, between J and K, Sacramento. mr14-tf

FOR SALE—TEN SHARES OF GERMANIA Building and Loan Association stock, fifth series, at E. W. MELVIN'S, 718 K. mr12-7t

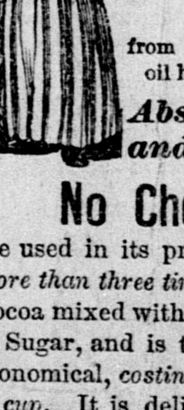
FOR SALE ONE OF THE FINEST AND largest saloons in the city; extra family entrance; best location; stock and lease. Inquire at this office. mr9-tf

FOR SALE—THE FURNITURE OF AN office in a good location on J street; room 100 feet deep; plenty of room for a store or some manufacturing business, and cheap rent. Apply to FOSTER & SHIDELER, 323 J street. mr5-tf

FOR SALE OR TO RENT ON LEASE—TEN acres of bottom land, one mile below Washington, Yolo county. If sold will take small payment down. Apply to EDWIN K. ALSIP & CO., Real Estate and Insurance Agents, 1015 Fourth street. fe22-tf

FOR SALE—TWENTY ACRES AT FLORin; 3 acres in bearing vines. Terms easy. Address F. E. MITCHELL, 819 K st. fe19-1m*

GOLD MEDAL, PARIS, 1878.



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THE NEWS OF THE WORLD IS CONtained in the WEEKLY UNION.

Capay Valley Lands.

A. CAPAY COLONY.

Busy Fruit-Growers in a Pretty Yolo Valley—Tancred and Its Adjoining Farms.

IN THE SPRING OF LAST YEAR Robert A. and Neal D. Barker associated themselves with William McKay, all of Oakland, with a view of searching out a suitable location in which to engage in the profitable occupation of fruit-growing. After visiting many localities, they decided on the Capay Valley, Yolo County, and the Rhodes tract at Tancred.

Negotiations were opened with the Capay Valley Land Company, owning the tract in question. With W. H. Mills, the General Agent of that company, they arranged for the purchase of about 220 acres of foothill land. This being more than they had thought of taking for their own use, they spoke to a number of friends about it, with the result that the tract was divided among the following people: B. L. Hickok, 40 acres; W. T. Barnett, 20 acres; N. T. Greathead, 20 acres; Mrs. L. Greathead, 20 acres; W. McKay, 20 acres; N. D. Barker, 20 acres; R. A. Barker, 20 acres; J. P. Brownlee, 20 acres; E. H. Haslett, 10 acres; Joseph Barker, 10 acres; A. W. Kelly, 10 acres, and Frederick Kelly, 10 acres.

So far this had been merely a private venture of the gentlemen above named, but in talking up the question of dividing the land already purchased, it was found that so many more would like to join it than the area of the purchase would admit of, that it was suggested on all hands, "Why not get some more land and divide it up in the same way?" Then followed the idea of a stock company to take hold of a larger tract and arrange for the cultivation of the whole of it, after subdividing it according to the requirements of the subscribers. A provisional board was formed, a prospectus issued, and finally, on the 5th of June, 1890, the Western Co-operative Colonization and Improvement Company was duly registered and proceeded to business, with the following officers: President, William McKay; Vice-President, M. P. Brown; Directors—H. C. Ellis, Charles Brooke and R. A. Barker; Secretary and General Manager, Neal D. Barker; Solicitor, C. E. Snook; Treasurer, First National Bank of Oakland.

The balance of the tract, 373 acres, was purchased. A contract was entered into for the purchase of a large number of fruit trees, vines, etc. This early purchase of trees was the means of saving between $3,000 and $4,000 to the company, the prices in some cases having more than doubled since then.

The ideas which the prospectus set forth have been but slightly modified and the progress of the company has been uninterrupted. Those who went into it doubtingly have become enthusiastic, and almost all the members arranged to set out all their lands in fruit trees, etc., the first year. Consequently in this, the first season, some 40,000 trees and between 20,000 and 30,000 vines will be planted.

The satisfactory working of this scheme has had the effect of attracting considerable attention to the work of the Colony Company, and a number of people are now desirous of joining in with them. An additional 200 acres have been added to the sixty acres originally purchased.

For the company is predicted a very bright future, as well as for the beautiful valley in which their operations are conducted. How this marvelous little garden has come to be so long neglected is a puzzle to every one who has visited it, but one thing is very sure, and that is that this neglect will never again be felt in the valley.

The fruits set out are mostly of the standard varieties—peaches, apricots, Bartlett pears, prunes, figs, raisin grapes, etc., while along both sides of the avenues, throughout the tract, walnuts will throw their graceful shade. A considerable number of citrus trees are also being set out; quite a sufficient number to demonstrate that these fruits can be successfully grown in the valley, about which the colonists appear to have no doubt, provided proper care is given to the young trees. Neal D. Barker, General Manager of the company, resides on the tract, and to his care is to be ascribed much of the success of the venture.

Mention should be made of the town-site, about which there is a pleasant innovation which might with profit be followed by more ambitious places. A small park of some three acres has been laid out right in the center of the town. This park it is proposed to beautify by planting in it from time to time as many of the beauties and curiosities of tree and shrub life as may be obtained by diligent search and a wise expenditure of money. It is not expected that Tancred will ever be a large and busy city, but it is thought that it can be made a very pleasant little place to dwell in.

A petition has been circulated recently and very largely signed, asking the county to accept Island avenue, on the colony tract, as a county road, and to build a bridge across Cache Creek at this point, in order to give the settlers on the east side of the creek access to Tancred Station. The Tancred colonists are quite willing to give the necessary right of way, and are very desirous of having a bridge there, as the colony lands extend along both sides of the stream. It is thought that it would be a very wise expenditure of public money to grant them this very necessary improvement, as the operations of such companies are of widespread benefit to the whole county and State. The attractions and comforts of the cities are well known, but to those who are willing to settle on the land and show that the country also affords attractions and comforts and ways of making money pleasantly, every inducement should be held forth.

The following is a list of the principal members of the Tancred Colony, with the number of acres owned by each, and a fact worthy of mention is that in each contract or deed issued by the Colony Company there is a provision that no intoxicating liquor shall ever be manufactured or sold on the land. The apparent success of the enterprise shows that the ideas and plans of the colony, as set forth in the prospectus some time ago, are not impracticable: C. T. Hull, Berkeley, 5 acres; W. P. Hammon, Oakland, 14 acres; C. S. Kasson, San Francisco, 11 acres; Jos. Barker, 10 acres; A. W. Kelly, Kincardine, Ont., 5 acres; N. T. Greathead, 5 acres; R. G. Greathead, Oakland, 10 acres; R. A. Barker, San Francisco, 10 acres; N. D. Barker, Tancred, 10 acres; Dr. K. Favor, San Francisco, 27 acres; J. P. Brownlee, Kincardine, Ont., 9 acres; W. T. Barnett, Berkeley, 5 acres; M. P. Brown, 10 acres; Chas. Brook, Sr., Oakland, 10 acres; W. C. Boutelle, Berkeley, 20 acres; Mrs. T. A. Crelin, Oakland, 5 acres; C. H. Peach, Tancred, 5 acres; H. C. Ellis, Oakland, 10 acres; J. Vanstone, Winnipeg, 10 acres; E. A. Vanstone, Tancred, 5 acres; E. Wadsworth, Sacramento, 5 acres; M. A. Thomas, Oakland, 6 acres; James Graham, San Francisco, 11 acres; A. Stark, 12 acres; J. Stark, 10 acres; Mrs. M. Vrooman, 5 acres; C. E. Snook, 10 acres; C. T. Greathead, 12 acres; Wm. McKay, 5 acres; Mrs. Wm. McKay, Oakland, 5 acres; Mrs. E. C. Wooley, Brooklyn, N. Y., 10 acres; Mrs. H. Beckley, Oakland, 5 acres; T. A. Marriett, 5 acres; J. C. Harrison, Tancred, 5 acres. The land reserved by the Colony Company, including townsite, consists of 61 acres.

fe15-tfd&w

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