SUPREME COURT DECISIONS.

[Filed at Sacramento, March 9, 1891.]

IN BANK.

WM. G. BURKE, Admr., etc., Appellant, vs. B. W. BOURS, ET AL., Respondents. } No. 13,912

This action in ejectment was instituted to recover certain real property in the City of Stockton. The cause has been here before (67 Cal., 447), and it was then decided, among other things, that a certain deed made by one Arguello (whose wife's administrator is now the plaintiff here) to Bours the defendant, was void and of no effect to convey title from Arguello, because at the time it was executed and acknowledged the name of Bours, the intending purchaser, was not inserted in the deed, and that instrument was a blank as to any grantee.

The defendant in possession set up in defense to the apparent legal title of the plaintiff facts which are claimed to constitute a perfect equitable title in the former.

The court below by its findings and decision coincided with the defendant, and rendered judgment that the plaintiff take nothing by his action and that the defendant recover costs. From that judgment this appeal is taken upon the judgment-roll, and a bill of exceptions showing such of the evidence as is necessary, upon which is based the findings and decision which are attacked.

It seems to be conceded by all the contestants that the property in dispute was owned and held by Jose R. Arguello at the time he signed the deed. The respondents claim, however, that on the 14th day of September, 1876, Arguello agreed to and did afterwards sell and convey the property to defendant, Bours, on the 15th day of September, 1876. The appellant takes the position that no sale or conveyance ever took place; that the deed made *in blank*, as to the grantee therein, by Arguello, was void, and that there was no agreement or contract on the part of Arguello to sell to the defendant Bours and that he never did sell to him.

The basis on which the appellant argues his theory of the case is that Bours was the agent of Arguello to find a purchaser for the property in dispute; that he informed Arguello that he had found a purchaser at the price Arguello was willing to take for the property, but that he did not inform Arguello that he, the agent, was the purchaser, and therefore both the deed and the attempted purchase of Bours was void. That the court below was in error in finding, against the evidence, that Bours was not the agent of Arguello, as also in other findings respecting the "material facts of agency and notice to the principal." The facts as disclosed by the letters in evidence appear to be about these:

Arguello was the owner of this property on the 19th of August, 1876. Bours never knew him at all, but Falkner, Bell & Co., of San Francisco, seem to have been the agents for Arguello in the collection of rents and general management of the property here involved. Upon that day they wrote to Bours, who lived at Stockton, in which place the property, as we have seen, was situated, that Arguello thought of selling his real estate in that town, and had requested them to ascertain the price it would probably realize. At that time, according to the evidence of Bours, which is not contradicted, he was looking after the property at the instance and request and as the agent of Falkner, Bell & Co., "and for nobody else," as he had been doing before Arguello purchased it for one Mazes, the seller to Arguello. After Bours took charge of the property for Mazes he was instructed by him to make his returns to Falkner, Bell & Co. After Mazes sold to Arguello, Falkner, Bell & Co. sent the deed, showing that sale, to Bours, that it might be recorded and returned to them. After that he looked after the property for Falkner, Bell & Co., who instructed him to take charge of it, pay the taxes and make returns to them. But he never received any instructions from Arguello respecting the property, or had any communication by word or letter with him. In this state of affairs Bours replied by letter to this inquiry of Falkner, Bell & Co. that he did not think the property would sell for over $5,000, that the tenant of it was dissatisfied with the present rents, which he however declined reducing. Falkner, Bell & Co. sent this letter of Bours to Arguello at Santa Clara.

Several days after that, the latter wrote to F. B. & Co. that he agreed with Bours in his opinion of the property, and requested *them* "to communicate with Mr. Bours, and try to sell the property at a price as near as possible to $5,000." This letter was sent to Bours by F. B. & Co., stating that it authorized the sale of Arguello's property "at or about your figures, namely $5,000." Bours replied to F. B. & Co.'s letter, stating that he had ordered an abstract of title to the property to be prepared, and had "placed the same in the hands of a competent broker," and hoped soon to report a sale of it.

Bours testified in this connection that Mr. Cutting, the broker in whose hands he had placed the property, had been in the real estate business for about twenty-five years, etc. Cutting testified that he tried for several weeks to sell the property, but could not. The purport of the letter of Bours, just mentioned, was communicated by letter to Arguello by F. B. & Co.

At or about this time Bours wrote to F. B. & Co. that the only offer he had received for the property, free of broker's commissions or costs of deed, was $4,500, "which offer I have accepted, subject to the approval of the owner." He inclosed in that letter a deed for signature with name of purchaser and amount blank. The letter of Bours was sent to Arguello by F. B. & Co., with the deed for Arguello's signature, should he approve of the terms mentioned. F. B. & Co. declined to advise as to the matter, because they knew nothing of the value of the real estate, but stated that they considered Bours a competent and reliable man. Closing, they wrote, "It remains for you to decide as to the price."

F. B. & Co., after receiving the deed signed and acknowledged by Arguello, with the blank filled in by him as to the amount of the purchase price, $4,500, but the name of the grantee omitted, sent the instrument to Bours with a letter requesting "Please advise us when the matter is settled."

After that Bours sent to F. B. & Co. a check for the amount of balance due for rents, etc., and also a check for the $4,500, "proceeds of the sale of the property," but did not state who was the purchaser of the property." F. B. & Co. acknowledged the receipt of the checks, and stated that they had placed them to the account of Arguello. They informed Arguello of these facts by letter also. Arguello acknowledged receipt of this letter and appeared to approve of their acts in receiving the money and putting it to his credit. About two months after this it seems that Arguello died, and about two years and eleven months after that this action was brought.

The administration of the estate of Arguello was closed and the estate distributed, but the money paid by Bours to F. B. & Co., placed to the credit of Arguello, and known and approved by him to have been received and placed there, has never been returned or offered to be returned to Bours. He went into possession as soon as he got the deed and paid his money. The evidence shows that he paid all the property was worth; that he had no intention of committing any fraud whatever. The most that can be said is that he did not understand that the law would not authorize him, as he did, to have his name inserted by one Inglis, a clerk, in the blank deed, and that he did not understand if he was really the agent of Arguello; that he could not be agent and purchaser without Arguello knowing it, or unless afterwards when informed of the real facts Arguello made no objection.

It is plain that what Arguello wanted was to obtain his price for the property, and that he would not have objected to Bours as a purchaser for a fair price.

It is manifest from the letters and from the acts of Arguello in signing, acknowledging and filling in the deed with the purchase price, and the acceptance of the money after it was sent by Bours to Falkner, Bell & Co. and placed to Arguello's credit, that the latter agreed to sell this property for $4,500 to *any one* who would pay that amount of money for it.

It further appears from the evidence that this amount of money was the full and fair value of the property, and that the agreement made by Arguello to sell this property for the sum of $4,500 to any one who would pay that amount for it, was partially performed by Bours paying the money therefor and entering into possession thereof.

Conceding that Bours was Arguello's agent and had no right to sell to himself, the evidence tends to show that Arguello knew after he received the money by the check of Bours, that the purchaser who had gone into possession was Bours, and that Arguello did not object but ratified his agreement to sell after the disclosure of the name of the intended purchaser who was Bours, his agent.

This being the case, and the sum paid having been the full and fair price for the land, the contract is not open to objection on the ground of fraudulent concealment. Certainly it could not be avoided by Arguello or his heirs, unless they return or offer to return the money paid, which they have not done.

We therefore advise that the judgment be affirmed. FOOTE, C.

We concur:
HAYNE, C.,
BELCHER, C.,

THE COURT.

For the reasons given in the foregoing opinion the judgment is affirmed.

[Filed at Los Angeles, March 9, 1891.]

DEPARTMENT TWO.

CALIFORNIA SOUTHERN HOTEL COMPANY, Appellant, vs. C. J. RUSSELL, Respondent. } No. 13,837.

The facts of this case are as follows: Prior to August 17, 1887, the defendant and others signed a paper by which they agreed to and with each other that they would organize and form a corporation for the purpose of erecting and owning a hotel building in the city of San Luis Obispo, and of purchasing all real and personal property necessary to be used in connection with the said building; that the capital stock of the said corporation should be $100,000, divided into 1,000 shares, of the par value of $100 each; that they respectively subscribed for such number of shares of the stock of the corporation as were set after their respective names, and would pay for the same up to the par value thereof, at such times and in such manner as might be determined by the Board of Directors of the corporation to be thereafter chosen.

The paper then contains the following clause: "And we further agree that whenever seventy thousand ($70,000) dollars of said capital stock has been subscribed for, a meeting shall be called for the purpose of electing a Board of Directors, and taking such steps as are required by law to form the said corporation, and that at such meeting the owners of a majority of said subscribed stock shall constitute a quorum, and are authorized to elect said Board of Directors and transact any business necessary to fully complete the organization of the said corporation."

The defendant subscribed for ten shares of the stock, and the paper showed subscription in the aggregate for 772 shares.

The second and third subscription in the list were as follows:

"Pacific Coast Steamship Company, for itself and Pacific Coast Railway Company, for amount of freight on furniture and material shipped from ports south of Mendocino and north of San Diego, both inclusive. (This subscription is in place of and is a substitute for any and all other subscriptions made by or for or on account of the Pacific Coast Steamship Company, or the Pacific Coast Railway Company, for stock of or in any proposed hotel company since the burning of 'The Andrews,' about April, 1886. Goodall, Perkins & Co., general agents.) Estimated about ——. No. shares, 100,——. Amount, $10,000."

"Edwin Goodall—the block of land bounded by Higuera, Johnson, Marsh and Essex streets, for a site for a hotel, if accepted and used for that purpose, $7,500, and in that case cash, $5,000,—; No. shares, 125——; amount, $12,500."

Subsequently, Edwin Goodall, for himself and the Pacific Coast Steamship Company, united with others in calling a meeting of the subscribers. The meeting was held and Goodall was present and voted the full amount of stock subscribed for by himself and the Steamship Company, viz.: 225 shares. The result was that on August 17, 1887, a corporation was organized in the name of the plaintiff with a capital stock of $100,000, divided into 1,000 shares of $100 each.

The defendant was not present at the preliminary meeting, and did not acquiesce in or agree that the corporation should be formed on the subscriptions which had been made, and he never at any time recognized the validity of the corporation.

The articles on incorporation included the names of the Pacific Coast Steamship Company for 100 shares of stock, and of Edwin Goodall for 125 shares, without conditions, and they left out the names of five of the subscribers, whose aggregate subscriptions were for fifty shares.

The corporation proceeded to erect a hotel building and has since opened and conducted the same as a hotel.

The Board of Directors of the corporation made calls for the payment of the full amount of the subscriptions, in installments of 20 per cent. each. The defendant refused to pay the amount subscribed by him, or any part thereof, and this action was brought to recover the same.

The case was tried by the court, without a jury, and, among other things, the court found that "the subscription of the Pacific Coast Steamship Company and Pacific Coast Railway Company was made by Edwin Goodall, a member of the firm of Goodall, Perkins & Co., general agents for said companies, and was not authorized by said companies." Judgment was then entered that the plaintiff take nothing by its action. From that judgment the plaintiff appealed and has brought the case here on the judgment-roll.

It is claimed for appellant that judgment should have been entered in its favor on the findings. We do not think so. Under the agreement the subscription of $70,000 was a condition precedent to the calling of a meeting and forming a corporation. And until that condition was complied with the defendant incurred no obligation to pay his subscription. (Santa Cruz R. R. Co. vs. Schwartz, 53 Cal. 106; see also American Law Register, p. 7, and cases cited.) But it very clearly appears that the condition was not complied with for two reasons. First, the second subscription for $10,000, having been made without authority, was invalid and could not be counted in making up the $70,000. And if the unauthorized act was afterwards ratified, still the rights of the defendant was not thereby affected and could not be without his consent. (Civil Code, Sec. 2313.) Second, the second and third subscriptions, amounting to $22,500, were both conditional and not absolute.

Under these circumstances we think that the proper judgment was entered, and we advise that it be affirmed. BELCHER, C.

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

THE COURT.

For the reasons given in the foregoing opinion the judgment is affirmed.

[Filed at Sacramento, March 10, 1891.]

IN BANK.

ROSE FOREMAN and FITZGERALD ROGERS, Plaintiffs and Respondents, vs. JAMES E. BOYLE ET AL., Defendants and Appellants. } No. 13,764.

This is an action for damages for diverting the waters of plaintiffs and for an injunction to restrain the defendants from the further diversion thereof.

Among other things the complaint in effect alleges that the West Branch of Canyon Creek and Canyon Creek were natural water courses, the waters of the former flowing into the latter. That the plaintiff Foreman owns a tract of land situated upon the West Branch of Canyon Creek, and also fifteen inches of the waters of said creek for the purpose of irrigating her said tract of land. That the plaintiff Rogers owns a tract of land situated upon Canyon Creek and also thirty-five inches of the waters of said creek for the purpose of irrigating his said tract of land. That plaintiffs, by means of ditches erected by them, respectively, carried said waters from the aforesaid creeks over and upon their tracts of land. That the defendants, at a point above the lands of plaintiffs', diverted the said waters from their natural channel, depriving said owners thereof, and by such diversion plaintiffs suffered damages in the sum of $1,000.

A demurrer to the complaint was filed upon the ground that there was a misjoinder of parties plaintiff and a misjoinder of causes of action. The demurrer was overruled; issue was joined, and upon the trial the findings of the court were in consonance with plaintiffs' complaint, except as to the allegation of damages, and as to that allegation the court found that the plaintiffs had suffered damage in the sum of $5.

The case comes before us upon the judgment-roll.

It will be observed that the plaintiff Foreman owns a tract of land, fifteen inches of water, and the ditch which carries the water from West Canyon Creek upon her land. Her co-plaintiff, Rogers, has no interest whatever in the land, the water or the ditch. Likewise plaintiff Rogers owns a tract of land (some distance from Foreman's land), thirty-five inches of water and the ditch which carries the water from Canyon Creek upon his land; and his co-plaintiff has no interest in such land, water or ditch.

These plaintiffs claimed in their complaint, and obtained by decree of the court, a joint judgment for damages against the defendants.

It is impossible to see how the plaintiffs have any joint or common interest in the damages recovered, or upon what legal basis such damages could be apportioned between them. Respondents' counsel suggest that the plaintiffs are tenants in common and the damages should be apportioned in proportion to the number of inches of water each owns. This cannot be the true rule, for it readily can be seen that, for many reasons, the diversion of the waters by defendants may have caused plaintiff owning fifteen inches of water far greater damage than would have been entailed upon plaintiff owning thirty-five inches of water.

Tenancy in common in ditches and water rights is no unusual estate, but the cases relied upon by respondents to establish a tenancy in common between the plaintiffs in this action in the waters of a natural channel, under the surrounding circumstances as depicted by the record in this case, are not in point, for the facts are essentially dissimilar.

It seems to us that the demurrer to the complaint should have been sustained upon both of the grounds stated.

There was a misjoinder of parties plaintiff; the plaintiffs seek a joint recovery of damages in which they have no joint interest. (Tenant vs. Pfister, 51 Cal. 514.)

Two or more owners of mills propelled by water are interested in preventing an obstruction above that shall interfere with the down-flow of the water, and may unite in its restraint or abate it as a nuisance, but they cannot hence unite in an action for damages, for as to the injury suffered, there is no community of interest. (Bliss on Code Pleading, Sec. 76.)

There is a misjoinder of causes of action and it is so held in Barham vs. Hostetter. (67 Cal. 274.) This question is carefully considered in Blaisdell vs. Stephens, (14 Nev. 17), and in the case of George Miller vs. The Highland Ditch Company et als., (25 Pac. R. 550.)

But conceding the judgment for damages to be erroneous, the amount is merely nominal and too trifling to justify the reversal of the entire judgment.

Let the judgment be modified by striking out the damages, without costs to appellant, and in all other respects let the judgment be affirmed. GAROUTTE, J.

We concur:
DE HAVEN, J.,
MCFARLAND, J.,
HARRISON, J.,
PATERSON, J.,
SHARPSTEIN, J.,
BEATTY, C. J.

"DON'T feel well," and yet you are not sick enough to consult a doctor—we will tell you just what you need. It is Hood's Sarsaparilla, which will lift you out of that uncertain, uncomfortable, dangerous condition, into a state of good health, confidence and cheerfulness.

BRADYCROTINE cured headaches for A. B. Laforme, Boston, Mass.

I took Cold,
I took Sick,
I TOOK
SCOTT'S EMULSION
RESULT:
I take My Meals,
I take My Rest,
AND I AM VIGOROUS ENOUGH TO TAKE ANYTHING I CAN LAY MY HANDS ON; getting fat too, FOR Scott's Emulsion of Pure Cod Liver Oil and Hypophosphites of Lime and Soda NOT ONLY CURED MY Incipient Consumption BUT BUILT ME UP, AND IS NOW PUTTING
FLESH ON MY BONES
AT THE RATE OF A POUND A DAY. I TAKE IT JUST AS EASILY AS I DO MILK." SUCH TESTIMONY IS NOTHING NEW. SCOTT'S EMULSION IS DOING WONDERS DAILY. TAKE NO OTHER.

Barrels of Money are lost annually through poor advertisements—Because they are poorly displayed and placed.
Barrels of Money are made annually through good advertisements—Because they are well and strikingly placed.
It is our business to prepare good advertisements and place them where they will produce results, address—
GEO. P. ROWELL & Co., Newspaper Advertising Bureau 10 Spruce St., N.Y.

Miscellaneous.

CANCER — TREATISE on CANCER and Blood Diseases mailed FREE. Address THE SWIFT SPECIFIC CO., Atlanta, Ga. CURED.

The Effect Was Magical.

I suffered from cancer on my lip that defied the skill of the best physicians of the State. I had it burned out, but the operation only made it worse, causing it to spread over more surface and eat deeper in. I finally used Swift's Specific (S. S. S.) to heal it up and drove the poison out of my blood. The effect of the Specific was magical! It healed up entirely without leaving a scar as a reminder. This was over four years ago, and since then there has been no sign of a return of the cancer. I will cheerfully answer any inquiries in regard to my case. ENOS YOUNT, Bradford, Ohio.

Book on Blood and Skin Diseases Free.

THE SWIFT SPECIFIC CO., Atlanta, Ga.

WISTAR'S BALSAM OF WILD CHERRY. CURES Coughs, Colds, Influenza, Bronchitis, Hoarseness, Whooping Cough, Croup, Sore Throat, Asthma, and every affection of the Throat, Lungs and Chest, including Consumption. Speedy and permanent. Genuine signed "I Butts."

HUMPHREYS' VETERINARY SPECIFICS
For Horses, Cattle, Sheep, Dogs, Hogs, AND POULTRY.
500 Page Book on Treatment of Animals and Chart Sent Free.
CURES A.A.—Fevers, Congestions, Inflammation. B.B.—Strains, Lameness, Rheumatism. C.C.—Distemper, Nasal Discharges. D.D.—Bots or Grubs, Worms. E.E.—Coughs, Heaves, Pneumonia. F.F.—Colic or Gripes, Bellyache. G.G.—Miscarriage, Hemorrhages. H.H.—Urinary and Kidney Diseases. I.I.—Eruptive Diseases, Mange. J.K.—Diseases of Digestion, Paralysis.
Single Bottle (over 50 doses), - - .60
Stable Case, with Specifics, Manual, Veterinary Cure Oil and Medicator, $7.00
Jar Veterinary Cure Oil, - - 1.00
Sold by Druggists; or Sent Prepaid anywhere and in any quantity on Receipt of Price.
HUMPHREYS' MEDICINE CO., Corner William and John Sts., New York.

HUMPHREYS' HOMEOPATHIC SPECIFIC No. 28
In use 30 years. The only successful remedy for Nervous Debility, Vital Weakness, and Prostration, from over-work or other causes. $1 per vial, or 5 vials and large vial powder, for $5. SOLD BY DRUGGISTS, or sent postpaid on receipt of price.—HUMPHREYS' MEDICINE CO., Cor. William and John Sts., N. Y.

The Celebrated French Cure, Warranted to cure "APHRODITINE" or money refunded.
IS SOLD ON A POSITIVE GUARANTEE to cure any form of nervous disease or any disorder of the generative organs of either sex, whether arising from the excessive use of Stimulants, Tobacco or Opium, or through youthful indiscretion, over indulgence, &c., such as Loss of Brain Power, Wakefulness, Bearing down Pains in the back, Seminal Weakness, Hysteria, Nervous Prostration, Nocturnal Emissions, Leucorrhœa, Dizziness, Weak Memory, Loss of Power and Impotency, which if neglected often lead to premature old age and insanity. Price $1.00 a box, 6 boxes for $5.00. Sent by mail on receipt of price.
BEFORE AFTER
A WRITTEN GUARANTEE is given for every $5.00 order received, to refund the money if a Permanent cure is not effected. We have thousands of testimonials from old and young, of both sexes, who have been permanently cured by the use of Aphroditine. Circular free. Address THE APHRO MEDICINE CO. PACIFIC BRANCH, 22 Sansome Street, San Francisco, Cal.
SOLD BY R. J. VAN VOORHIES, DRUGGIST, 800 J STREET, SACRAMENTO, CAL. ja20-3mTTS

BEECHAM'S PILLS ACT LIKE MAGIC ON A WEAK STOMACH. 25 Cents a Box. OF ALL DRUGGISTS.

PILES ITCHING PILES SWAYNE'S OINTMENT ABSOLUTELY CURES. SYMPTOMS—Moisture; intense itching and stinging; most at night; worse by scratching. If allowed to continue tumors form and protrude, which often bleed and ulcerate, becoming very sore. SWAYNE'S OINTMENT stops the itching and bleeding, heals ulceration, and in most cases removes the tumors. Ask your Druggist for it.

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 MCNASSAR. 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. GEBER
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 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

Business Cards.

DR. S. BISHOP,
LATE RESIDENT PHYSICIAN AND SUperintendent of the Nevada State Insane Asylum. OFFICE, room 12, Postoffice Block. Residence, 1516 O street. mr11-1m

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.

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, Sacramento, Cal. Notary Public. Collections.

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, 511½ J ST SAC

R. A. OLMSTEAD. S. P. OLMSTEAD.
R. A. OLMSTEAD & CO.
Wish to announce that they have reopened the store formerly occupied by J. C. SCHADEN, corner Fourth and L streets, with a complete stock of
Groceries, Provisions, Etc.
The place has been renovated, and the stock is first-class in every particular, and will be sold at cash prices which will defy competition. mr4-tf

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

CAUTION AGAINST FRAUD.
IN THE MATTER OF THE ESTATE OF Thomas Harrigan, deceased, now pending in the Probate Court, no final account has ever been made nor no final settlement as yet. MARGRET HARRIGAN, executrix and administratrix. ja8-tf

ASSESSMENT NOTICE—ASSESSMENT No. 1—The Feather River Canal Company, the principal place of business being Sacramento City, Sacramento County, State of California. Notice is hereby given that at a meeting of the Directors held on Tuesday, March 10, 1891, an assessment of ten cents per share was levied upon the capital stock of the corporation, payable April 3, 1891, to the Secretary, J. L. Gillis, at his office in the passenger depot, Sacramento City, California. Any stock upon which this assessment shall remain unpaid on APRIL 30, 1891, will be delinquent and advertised for sale at public auction, and, unless payment is made before, will be sold on the 16th day of May, 1891, to pay the delinquent assessment, together with costs of advertising and expenses of sale.
J. L. GILLIS, Secretary.
Sacramento City, Cal. mr12-5t Th

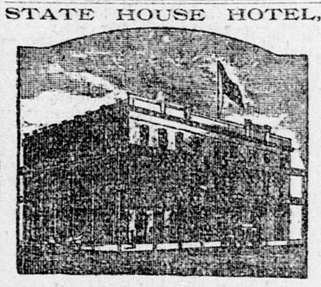
TO WEAK MEN Suffering from the effects of youthful errors early decay, wasting weakness, lost manhood, etc., I will send a valuable treatise (sealed) containing full particulars for home cure, FREE of charge. A splendid medical work; should be read by every man who is nervous and debilitated. Address, Prof. F. C. FOWLER, Moodus, Conn.

Edwin K. Alsip & Co., Real Estate Agents.

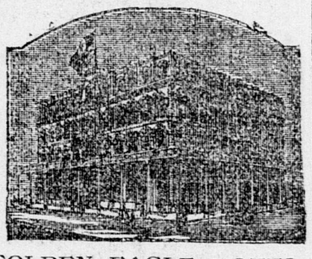
SOUTH SACRAMENTO!
All Lots Withdrawn From Sale Until After
The Next Auction,
Which will be held as soon as the weather will permit. Y street to be graded and a couple of the blocks to be leveled and graded. We have only a few left.
BARGAINS WILL BE SECURED.
--WE ARE NOW OFFERING--
Half Acres for Sale.
THE TERMS are one-fourth cash, deferred payments in monthly installments of $10, purchaser paying taxes on lots. Remember these prices stand for 15 days only HALF ACRES from $250 to $425 each on same terms.
☞We will build a dwelling on any lot paid for, and take the cost of dwelling in these payments: One-fifth down, balance in monthly installments of $15, with interest at 7 per cent. per annum.
Every young gentleman and lady who wishes a safe investment should purchase a lot.
--APPLY TO--
EDWIN K. ALSIP & CO., Managers,
Real Estate and Insurance Agents, 1015 Fourth St., Sacramento.

Hotels and Restaurants.

STATE HOUSE HOTEL,

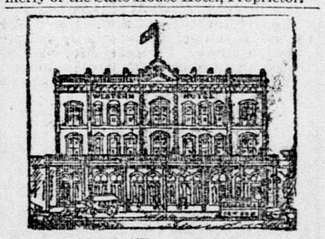


CORNER TENTH AND K STREETS, SACramento. Best family hotel in the city. Most convenient and desirable location. One block from Capitol. Street cars pass the door. Meals, 25 cents.
mr18-tf ROOD & JOHNSON, Proprietors.



GOLDEN EAGLE HOTEL,
Corner Seventh and K Streets.
STRICTLY FIRST-CLASS. FREE 'BUS TO and from the cars.
W. O. BOWERS, Proprietor.

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 Streets, 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.

INTERNATIONAL HOTEL.
CHEAP FURNISHED ROOMS BY THE day, week or month.
W. A. CASWELL, Proprietor.

ST. DAVID'S,
715 Howard Street, near Third, San Francisco.
A FIRST-CLASS LODGING HOTEL, CONtaining 200 rooms; water and gas in each room; no better beds in the world; no guest allowed to use the linen once used by another; a large reading room; hot and cold water baths free. Price of Rooms—Per night, 50 and 75 cents; per week, from $2 upwards. Open all night. R. HUGHES, Proprietor.
☞At Market-street Ferry take Omnibus Line of street cars for Third and Howard. TTS

BROOKLYN HOTEL,
BUSH STREET, BETWEEN MONTGOMery and Sansome, San Francisco; conducted on both the European and American plan. This Hotel is under the management of Charles Montgomery, and is the best Family and Business Men's Hotel in San Francisco. Home comforts, cuisine unexcelled, first-class service, highest standard of respectability guaranteed. Board and room per day, $1 25 to $2; single room, 50 cents to $1 per night. Free coach to and from the Hotel. [mr1-1yTTS

Fruits, Seeds, Produce, Etc.

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

S. GERSON & CO.,
—WHOLESALE—
Fruit, Produce and Commission Merchants,
SACRAMENTO, CAL.
P. O. Box 170.

W. H. WOOD & CO.,
Wholesale Dealers and Shippers of
California Fruits, Potatoes, Beans,
BUTTER, ETC.,
Nos. 117 to 125 J Street, Sacramento.

CURTIS BROS. & CO.,
General Commission Merchants,
Wholesale Dealers in Fruit and Produce,
308, & 10, 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.

CAPT. STEVENS,
AT 1307 J STREET, BETWEEN EIGHTH and Ninth, the place for Fine Wines, Liquors and Cigars. mr14-tf

THE VIDETTE,
No. 228, J St., Sacramento, Cal.,
FINEST WINES, LIQUORS AND Cigars.
mr14-tf CHAS. A. VIEMEISTER, Prop.

CITY BREWERY,
FRANK RUHSTALLER, Proprietor,
Corner Twelfth and H Streets.
GENUINE LAGER BEER AND PORTER. fe24-tf

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.,
1106-118 K Street, Front and Second, Sacramento,
IMPORTERS AND WHOLESALE DEALers in Wines and Liquors. Agents for the celebrated Pommery and Greno Champagne.

M. CRONAN,
2210 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 cheerfully filled.

Undertakers.

JOHN MILLER
(Successor to FRITZ & MILLER),
UNDERTAKING PARLORS,
905 K STREET (ODD FELLOWS' TEMple). A complete stock of Undertaking Goods always on hand. EMBALMING A SPECIALTY. Telephone No. 186. mr3-tf

J. FRANK CLARK,
UNDERTAKING PARLORS,
1017 and 1019 Fourth St., 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. Telephone No. 305.

DISSOLUTION OF COPARTNERSHIP.

NOTICE IS HEREBY GIVEN THAT THE copartnership heretofore existing between the undersigned, under the firm name of POSTEL & SCHNERR, has this day been dissolved by mutual consent. CONSTANT SCHNERR, having purchased all the interest of HENRY J. POSTEL, will continue the business under the name of C. SCHNERR & CO. All accounts of the old firm are payable to Mr. SCHNERR, and he has assumed all of the firm's liabilities.
Sacramento, March 7, 1891.
HENRY J. POSTEL.
mr10-2w CONSTANT SCHNERR.