

RELATIVE TO STREET LIGHTS.

Mayor Hubbard Declines to Approve the Contract.

But It Was Adopted Over His Veto by the Trustees Last Night.

To the Honorable Board of Trustees: I herewith return to you the proposed contract of the City of Sacramento with the Sacramento Gas and Electric Railway Company, without my approval, for the following reasons, viz:

First—There was no competition. As I understand, an agreement had been reached between the two local electric companies by which only one should bid on the street lighting, and hence the city was deprived of the benefit of competitive bids.

Second—The said proposed contract is illegal. Section 22 of the charter provides that no contract shall be made for fuel, gas, electric lights, or any other illuminating material, at a higher rate than is charged to any other consumer. This company is furnishing to consumers electric lights at a much less rate than it offers to furnish to the city. It no doubt will be seriously and strenuously contended by the company that there is a vast difference between commercial and street lighting, that the cost to the company of street lighting is considerably more than the cost of what is termed "commercial lighting," but in my judgment such is not the case.

Conceding, however, for the purposes of argument, that the contention of the company in this respect is correct, still that is a matter with which the city has nothing to do. Section 22 of the charter, above referred to, is plain, and its terms are mandatory, and in effect it says to any person, firm or corporation, desiring to furnish the City of Sacramento with fuel, gas, electric lights, or any other illuminating material, "You shall not charge the City of Sacramento more than you do other consumers." I have ascertained that the rate per light to private consumers for all-night lights is about \$8.50. Consequently \$10.25, the amount mentioned in the contract, is not only excessive and exorbitant, but it is a higher rate than the law allows the company to charge.

Third—As I stated to you in a former message on this subject, many instances could be cited where the prices of electric lights, produced by steam power, were considerably lower than the price sought in said proposed contract to be charged by said company, whose electricity is generated by water power, and as the electricity produced by water power is much cheaper than that generated by steam power, the greed of the company above-mentioned becomes all the more prominent.

I therefore recommend that your board do not enter into said proposed contract with said company, and that no further bids be advertised for; that you endeavor, as soon as possible, to ascertain the cost of an electrical plant for the purpose of lighting the streets of the city, and that, after you shall have done so, you call a special election for submission of the question to

the people. Respectfully submitted, C. H. HUBBARD, Mayor.

Devine moved that the message be approved.

L. T. Hatfield said this message left the matter in a peculiar position. The statement of a combination was utterly without foundation. The bids were made the second time on the lighting and the company had serious discussion as to whether it would bid the second time. If the Mayor had such a charge to make, he should have made it to the proper authorities and had an investigation of the alleged combination as a criminal matter.

The message is a step in the direction of destroying the plant which has cost so much and which has done so much good for the city in many ways. He denied the charge that private lighting was done cheaper than the city's. The two systems were not comparable, as it was more costly to do the city lighting than for private firms, as the conditions are very different. He did not think the Mayor had given the company a fair show or had made statements that he could substantiate.

McKay moved that the contract be passed over the Mayor's veto.

Devine thought the fact that the Capital Gas Company did not bid the second time and was reported to have gone in with the South Yuba Company gave foundation to the Mayor's ideas. He was satisfied that the people would vote for a municipal lighting plant and that the city would save money by it.

Davis thought the contract should be adhered to. He repudiated the idea of any members being in collusion in regard to the lighting. The South Yuba Company wishes the city to put up its lines and then to sell it its power.

Leonard thought the lights could be furnished cheaper and said he should vote to sustain the veto.

Bentley was convinced that the city could do its own lighting cheaper than present prices, but it will take nearly a year, even if the proposition is carried by the people, to put in a plant. Nevertheless, he believed there should be a contract for lighting, in order that no legal obstacles may be thrown in the way of the company's collecting its money after it furnishes the city with light. He favored municipal lighting, but thought a contract should be entered into until it could be made available.

Devine thought the old contract provided it should be in force until a new one was made and called for the reading of it, but when it was read, he proved to be mistaken.

Kent showed that, even if the plant were voted for, it would take nearly a year to get it in operation.

The contract was then adopted over the Mayor's veto, Devine and Leonard voting no, and the bond of the company being accepted.

Real Estate Transfers.

The following deeds have been recorded since the last report:

Clarke & Cox and wives to J. W. Wilson, north half of lot 4, block 25, Fair Oaks.

Same to same, lot 10, block 22, Fair Oaks.

J. W. Wilson, trustee, to P. H. Ingraham, north half of lot 4, block 25, Fair Oaks.

Same to P. N. Bishop, lot 10, block 22, Fair Oaks.

E. K. Alsip et ux, to Thomas Scollan et ux, lots 1 and 2, block 50, Oak Park.

Isaac G. Hall to the California Trans-



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portation Company, 516-1000 of an acre in Survey 304.

B. Labs and wife and Marie K. Labs to W. S. Kendall, west half of lot 5, S and T, Eleventh and Twelfth streets.

L. T. Allee et ux, to E. Oppenheim, south half of lot 8, H and I, Eighth and Ninth streets.

E. Oppenheim to C. W. Clarke, south half of lot 8, H and I, Eighth and Ninth streets; also bonds.

David Elster et ux, to Juda Newman, quit claim on 896 acres on Grand Island, near pumping station.

George E. Williams, as trustee, to same, same land, quit claim.

Priscella Ballou to Elizabeth Ott, south half of lots 7 and 8, Q and R, Fourteenth and Fifteenth streets.

P. W. Burnett to Diantha E. De Merritt, lot 6, O and P, Seventh and Eighth streets.

Donna Elliott to Henry W. Meyers, S. L. S. 1022 and 20 acres in Survey 1023.

Catherine A. Jackson to J. L. Jackson, 46 acres in north quarter Section 22, and northwest quarter Section 23, township 7 north, range 5 east.

Mary E. and Zack Bithell to M. F. Odell, block, X and Y, Twenty-fourth and Twenty-fifth streets.

M. F. Odell to Lee Stanley, block, X and Y, Twenty-fourth and Twenty-fifth streets.

Why Attempt to Cure

Catarrah by the use of so-called blood remedies? That catarrah is not caused by blood troubles is self-evident when you reflect that attacks are always due to sudden climatic changes or exposure, and occur most frequently during the winter and spring, though the blood is as pure then as in summer or fall. A remedy which quickly relieves and cures the catarrah attacks has been found in Ely's Cream Balm.

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Hood's Pills are purely vegetable and do not purge, pain or gripe. All druggists.

The cows are coming in, and milk pans are in great demand; 6-quart size, 70c doz; 8-qt 80c; 10-qt \$1; 10-qt seamed extra heavy, \$2 doz. American Cash Store, Eighth and K.

The only genuine domestic bread at the Pacific Grove Bakery, 823 J \*

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At Sixth and K. By that time, April 1st, our store must be empty. So earnest, so anxious, so firmly resolved are we to completely close out this stock that we are employing every possible, legitimate means. Prices with us are now simply laughable. Men's Suits, Boys' Suits, Men's Furnishing Goods are going fast at these figures, and will go until there are no more. Witness a few sample quotations:

- 1,000 pairs Men's Trousers, in plain black thibets, dark and medium stripes and mixtures, Scotch home-spuns, etc., properly cut and made. Worth at wholesale up to \$4. Going instead at.....\$1 98
Latest \$15 and \$18 Suits and Overcoats for.....\$7 43
Finest \$10 and \$12 Suits and Overcoats for.....\$4 54
100 dozen Dauntless Flannel Shirt Waists. Sizes 4 to 13. In this sale.....2 for 25c
A line of Men's Spring Fedoras, worth \$1 50 and \$2. Your choice.....85c
Men's \$2 50 Spring Derbys, in the latest shapes and shades. Choice.....\$1 24
Boys' Percalé Blouse Waists, all ages, in newest shades. In this sale.....35c

CHOICE Of the FINEST TWO-PIECE SUIT or OVERCOAT in the house, worth up to \$12. Now \$2 86.

CHOICE Of the FINEST YOUTHS' SUIT or OVERCOAT in the house, worth up to \$22. Now \$7 92.

The Model,

For 19 Days Longer at Sixth and K.

NEW LADIES, WAIT FOR THE OPENING SATURDAY, MARCH 13th. New Store, Stylish New Stock. MILLINERY. MD' ME. MILLER, 613 K. Opposite the NONPAREIL.

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Wheatena, price.....35c
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Alkathrepta Cocoa, price.....30c
Hecker's Fatina, price.....2 for 25c

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Fancy Feathers, Quills and Wings, French Flowers and English Jets, Millinery Ribbons and Ornaments, in great profusion—all in the latest and colorings most exquisite.

We have selected to suit all and the purse of all.

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Every iota of this stock was selected with a critical eye to your wants and to durability, and will be found to embrace the latest designs and colors, the symmetry of the newest lasts and patterns, combined with their being the most perfect in points.

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