

RACING EVENTS ON EASTERN TRACKS.

Imp, the Winner of the Rich Suburban Stakes,

Could Do No Better Than Show in a Race at Sheepshead Bay Yesterday.

A Heavy Downpour of Rain Leaves the St. Louis Track in Bad Condition to Make Good Time On-Harness Races at Davenport, Iowa, Postponed on Account of Rain.

NEW YORK, July 3.—The Pansy stakes was the only feature carded at Sheepshead. The third race was the feature of the day. Every horse had a following, Imp, the Suburban winner, closing a lukewarm favorite at 7 to 2.

The Pansy stakes, six furlongs on turf, The Bobby won, Mischievous second, Pettifogger third. Time, 1:15.

ST. LOUIS, July 3.—A heavy downpour of rain at noon left the track at the Fair Grounds very slow. Results: Mile and a sixteenth, Salvarse won, Midian (barred) second, Ransom third, Lord Neville fourth. Time, 1:53.

One mile, selling, Gaston won, Chikura second, Velocite third. Time, 1:46.

Six furlongs, Easter Card won, Trust Me second, Mizoura third. Time, 1:28 1/2.

Six furlongs, Hindooet won, Tom Collins second, Cathedral third. Time, 1:17.

Six furlongs, Etholin won, Mystery second, St. Augustine third. Time, 1:20.

Five and a half furlongs, Woodruff won, Schnell Laffer second, Glessando third. Time, 0:11.

AT BUFFALO. BUFFALO, July 3.—Starter Cassidy, who has met with indifferent success at this meeting at Fort Erie, to-day had the joke on him in earnest as he started the fourth race, a four and one-half furlong dash from the five furlong pole.

There was a rest of twenty minutes, and then the same horses ran the race over, all bets standing, Elom winning both from the fall of the flag.

Six furlongs, Faise Ban won, Allie Belle second, Perete third. Time, 1:19.

Five furlongs, selling, two-year-olds, Owensboro won, Ice Drop second, Daryl third. Time, 1:03 1/2.

Six furlongs, George Krats won, Tribune second, King Carnival third. Time, 1:15 1/2.

Four and one-half furlongs, two-year-olds, Elom won, Lamp Globe second, John Yerkes third. Time, 0:56 1/2.

One mile, selling, Ein won, Fuider second, Albert S. third. Time, 1:41.

Six furlongs, Flying Bess won, Be-

gulle second, Dick Warren third. Time, 1:15.

HARNESS RACES POSTPONED. DAVENPORT (Ia.), July 3.—The harness races have been postponed to Wednesday, on account of rain. The Fourth of July special events are unaffected.

BASEBALL.

Results of Yesterday's National League Games.

PITTSBURG (Pa.), July 3.—Harley's single, followed by Quinn's two-bagger, gave Cleveland a run in the first inning. After that the visitors had not a ghost of a show. Attendance, 2,500. Score: Pittsburgh 7, hits 12, errors 4; Cleveland 1, hits 6, errors 2. Batteries—Tannehill and Schriver; Knepper and Schack.

Umpires—Swartwood and Latham.

AT WASHINGTON. WASHINGTON, July 3.—The Senators pounded Killen for nine hits in the first three innings. He was then succeeded by Hickman, who did not fare much better. Mercer was in good form, and held the visitors down to eight hits. An error by Bonner in the ninth saved Boston from a shut-out. The visitors played a loose game. Attendance, 750.

Score: Washington 15, hits 17, errors 2; Boston 2, hits 8, errors 4. Batteries—Mercer and Kittredge; Killen, Hickman and Brown. Umpires—Lynch and Connolly.

Spanish Senate Ratify the Treaty.

MADRID, July 3.—The Spanish Senate resumed to-day the discussion of the treaty of peace between the kingdom of Spain and the United States. Senator Montero Rios, President of the Spanish Peace Commission at Paris, declared that Spain would enjoy the same commercial rights in Cuba, Porto Rico and the Philippines as would be enjoyed by the United States. He pointed out that the treaty was based upon the principle that Spain had relinquished sovereignty over Cuba in order that the island should become independent and not be annexed to the United States. The Senate ratified the treaty, and then adjourned.

A Banker Fined.

CHICAGO, July 3.—Banker George H. Magill, former head of the Avenue Savings Bank, was fined \$4,504.42 by Judge Burke to-day, and will have to work out the fine in the House of Correction if not paid. At the rate of \$1.50 per day, it would take the ex-banker eight and one-half years to work out the fine. Magill's offense was receiving deposits in his bank after it had become insolvent. Several indictments remain to be heard against Magill. Late this afternoon Magill's father-in-law presented a check for the amount of the fine.

Justice Cox Resigns.

WASHINGTON, July 3.—Judge Walter S. Cox, Justice of the Supreme Court for the District of Columbia, to-day tendered his resignation to the President, and the latter indicated his intention to accept it. Justice Cox has been on the bench for more than twenty years, and his determination to resign was prompted by his age, which exceeds seventy-two years. He presided at the trial of Guiteau, the assassin of President Garfield.

Missouri Coal Miners' Strike.

NEVADA (Mo.), July 3.—The order issued by operators of the various Vernon County coal mines, stating that striking miners would be given their places back if they resumed work has now expired, and about 500 men are still out. Number of Deputy Sheriffs guard the mines. Secret meetings of the miners are being held. The operators have agreed to all the strikers' demand, except the recognition of their union, and to this they still refuse to accede.

Youthful Train Wreckers.

HAMOKIN (Pa.), July 3.—Three Polish boys, Levi Korbus, aged 13; his brother Michael, two years younger, and John Zambien, 9 years, were arrested here to-day on a charge of wrecking passenger train No. 3 on the Philadelphia and Reading road near Buckbridge, which last Friday afternoon, which resulted in the death of Fireman Morgan. After a number of witnesses had testified the boys were committed to jail on the charge of manslaughter.

Preparing for Henley Regatta.

HENLEY (England), July 3.—The Canadian eight went over the course in 7 minutes and 25 seconds to-day, and the Canadian fours covered the distance in 7 minutes and 8 seconds. Goldman, the leading Canadian entry for the Diamond Sculls, went over half the course in close upon 5 minutes.

Fatal Electric Storm.

ULYSSES (Neb.), July 3.—During an electric storm last night, Victor and Ira Dobson, a son of John Amos and two unknown men were struck by lightning and killed. The team they were driving was also killed.

CLOSED ALL DAY TO-DAY, JULY 4th. WEDNESDAY, JULY 5th, AT 9:30 A. M. A SALE OF GOODS ON WHICH WE ARE OVER-STOCKED, ODDS AND ENDS, ETC., COMPRISING Gowns, Chemises, Corset Covers, Undervests, Shakers, Etc. Children's Fine Kid Shoes, \$1.00. Children's One-Strap Sandals, 90c. Ankle Supporting Shoes for Children, \$1.00. Men's Tan Lace Shoes, \$2.00. Women's Tan Lace Shoes, Vesting Tops, \$2.00. Misses' Tan Lace Shoes, Spring Heels, \$2.00. Men's Leather Belts. Boys' Blouses and Waists, 15c. Men's Summer Dress Trousers, \$3.50. Trunks for Summer Travel. Mason Fruit Jars. To Intending Campers.

WEINSTOCK, LUBIN & CO., 400 and 412 K STREET, SACRAMENTO. SUPREME COURT DECISIONS. SYLLABI. (S. F. No. 894—Department One—Filed June 23, 1899.) Porter, respondent; Elizalde, appellant. Action for services rendered as counsel. Reversed. An attorney-at-law has no general authority by virtue of his retainer to employ counsel or assistants at the expense of his client, without previous authority or assent on the part of the client. The authority of an agent cannot be established by his own declaration. In the face of evidence that he had no authority. When one knows that another is rendering him services, and tacitly assents thereto, if nothing more appears the law will imply a provision on his part to pay for such services. The rule is not uniform nor absolute, however, but will be recognized or refused, according to the circumstances of the particular cases in which it is invoked; and when it appears that the services were rendered under an express employment by an agent, or by a third person who assumed to act in the interest of the one in whose behalf they were rendered, the authority of that person and the terms of the employment become important factors in determining the liability or the right of recovery. The mere silence of the party will not be held to constitute such assent or acquiescence in the acts of the agent as to amount to a ratification or adoption of these acts, without also considering the circumstances under which the silence existed. The acquiescence of a client in the appearance of an attorney and performance of services by him in the case is not legitimate evidence from which a jury may infer an implied contract between them to pay for such services, where the client has before employed other counsel at a fixed fee. (S. F. No. 1,045—Department One—Filed June 24, 1899.) William Knowles, respondent; E. J. Baldwin, appellant. Action to recover for balance due on contract for repairs. Affirmed. Section 1184, C. C. P., provides that by the terms of the contract at least 25 per cent of the contract price shall be made payable at least thirty-five days after the final completion of the contract. Section 1187 provides that the contractor, at any time after the completion of his contract and until the expiration of sixty days, may file his contract of lien. Held that, reading the two sections together, it is plain that by the terms of the contract at least 25 per cent of the contract price must not become due until thirty-five days after its completion, and that at any time after the completion and before the expiration of the sixty days the notice of lien may be filed. In fact, the giving of credit for a longer period would not affect the time within which the notice of lien must be filed. A general demurrer should be overruled if the complaint entitles the plaintiff to its relief. (S. F. No. 1,477—Department One—Filed June 26, 1899.) Hattie Pitch, appellant; Charles A. Miller et al., executors, respondents. Action for work and labor. Reversed. Held, that the new sections added to the Code of Civil Procedure in 1897 and numbered 663 and 663 1/2 do not have the effect of repealing, or in any way modifying section 963, C. C. P., which provides for an appeal from a final judgment. Therefore, an appeal from a final judgment entered in the Superior Court has the same effect and is to be heard and determined in the same way as before the enactment of the added sections. (S. F. No. 1,035—Department One—Filed June 23, 1899.) Herman Mesenburg, respondent; Jas. Dunn, appellant. Action to set aside contract. Affirmed. Where the main purpose of an action is to have a contract declared null and void, on the ground that the plaintiff was induced to enter into the contract by the false representations of the defendant, such action is equitable, and neither party is entitled, as a matter of right, to a jury trial. (S. F. No. 791—Department Two—Filed June 24, 1899.) Estrella Vineyard Co., respondent; Raisin Growers' Packing Association, appellant. Action for value of goods sold and delivered. Affirmed. In the first count of the complaint the plaintiff alleged delivery to defendants as commission agents under a specific agreement by defendants to make returns of proceeds at a given price; the second count was laid on quantum meruit; the third count alleged an agreement to sell and deliver for a given price. Held, that plaintiff upon such complaint was not obliged to elect. C. C. P., sec. 427. Cowan vs. Abbott, 92 Cal., 100. The general rule of contracts, subject to some exceptions, is that in order to bind the principal and to make it his contract, the instrument must purport on its face to be the contract of the principal, and his name must be inserted in it and signed to it, and not merely the name of the agent, even though the latter be described as agent in the instrument; or, at least, the terms of the instrument should clearly show that the principal is intended to be positively bound thereby, and that the agent acts plainly as his agent in executing it. The average price of an average crop of raisins for a season is not admissible in evidence as to the market value of shipments consigned from one State to another at different dates. When, however, the raisins are sold in one place to be delivered at the same place, and there is evidence that there was a market value for raisins at such place, such evidence is admissible. (S. F. No. 1004—Department Two—Filed June 23, 1899.) J. E. Chute, appellant; H. W. Quintzow, respondent. Recovery of money. Affirmed. Section 594, C. C. P., provides: "Either party may bring an issue to trial, or to a hearing, and, in the absence of the adverse party, unless the court, for good cause otherwise direct, may proceed with his case and take a dismissal of the action, or a verdict, or judgment, as the case may require." So, where a plaintiff fails to appear at the trial and the defendant appears and testifies, he has the right to proceed and to have a judgment finally disposing of the case upon its merits. (S. F. No. 1005—Department Two—Filed June 23, 1899.) Margaret E. Bane, respondent; M. H. Peerman, appellant. Action in claim and delivery. Reversed. For failure to state cause of action, see Truman vs. Young, 121 Cal., 490. Sufficient findings to support a judgment must have a basis in the pleadings. They never cure the absence of an essential allegation. Findings of fact must be within the issues. (S. F. No. 1197—Department Two—Filed June 24, 1899.) Queen Montgomery, et al., minors, respondents; J. J. Rauer, appellant. Action for moneys had and received. Affirmed. Where one receives from a guardian what he knows to be trust funds, and receives them as such, he cannot charge them with the individual debts of the guardian. See section 2290, C. C. Articles of Incorporation. Articles of incorporation were yesterday filed in the office of the Secretary of State as follows: San Francisco and Grass Valley Gold Mining and Development Company. Principal place of business, San Francisco. Directors, I. Haas, John C. Roberts, Grass Valley, and W. I. Mitchell, A. W. Johnson and G. W. Root, San Francisco. Capital stock, \$100,000; subscribed, \$75,000. Garden City Cycleery. Principal place of business, San Jose. Directors, W. H. Krause, H. M. Krause, E. Wright, R. R. May and I. Trone, all of San Jose. Capital stock, \$10,000; all subscribed. Central Grain and Stock Exchange. Principal place of business, San Francisco. Directors, H. A. Moss, John Coryell, Jr., John A. Wall and Joseph James, San Francisco, and W. E. Baines, Sonoma County. Capital stock, \$28,000; all subscribed. The Polyvender Oil and Mining Company. Principal place of business, Visalia. Directors, H. C. Ray, H. Levinson, J. E. Combs, G. Mather and D. G. Overall, all of Visalia. Capital stock, \$50,000; all subscribed. California Colleges of Occult Sciences. Principal place of business, Los Angeles. Directors, B. E. Corbin, C. D. Cram, G. L. Gillespie, M. F. Beers and I. T. Beesley, all of Los Angeles. Capital stock, \$21,000; subscribed, \$540. United Stockholders' Associates. Formed to speculate, deal in, handle and control stocks, etc. Principal place of business, Hueneume. Directors, T. R. Bard, D. T. Perkins, E. O. Gerberding, T. J. Gregg, Hueneume, and John Dolbeer, San Francisco. Capital stock, \$90,000; subscribed, \$60,000. Elwood Oil Company. Principal place of business, Selma. Directors, J. F. Elwood, F. R. Lindsey, Sanger, Geo. L. Hoxie, Fresno, and V. I. Willis and D. S. Snodgrass, Selma. Capital stock, \$10,000; all subscribed. Gonzales Water Company. Principal place of business, Gonzales, Monterey County. Directors, Alfred Wiedemann, Matthew Williams and John C. Lazier, Monterey County, and Alfred Gonzalez and M. E. Gonzalez, San Francisco. Capital stock, \$21,000; all subscribed. California Fruit Cannery Association. Principal place of business, San Fran-

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