COULTER'S COLUMN.

NOW

FOR

BUSINESS!

COULTER'S

BARGAIN COUNTERS

AND

"Job Lots"

Will be worthy your attention.

I shall from day to day offer genuine bargains in many lines of desirable goods.

Not for one day only, but for every day till sold, then new lines will be offered.

Competition is Raging.

I EXPECT TO

Meet it Fully.

COME ONE, COME ALL.

Give me a trial this year; I think you will save money by doing so.
Respectfully,

B. F. COULTER.

Look out for everybody now to advertise

"Job Lots"

But don't buy till you see

Coulter's Bargain Counters

YOU WILL FIND

Surprise Bargains

ON THEM IN

Cloaks, Dress Goods, Ribbons, Kid Gloves,

CORSETS,

Towels, Table Linens, Hosiery and Notions.

100 PAIRS

LOS ANGELES MILLS

PURE ALL-WOOL BLANKETS.

At manufacturers' prices. No such bargains ever given.

50 DOZEN LOS ANGELES MILLS

PURE WOOL

Undershirts, Drawers and Overshirts at lower prices than were ever

SOLD AT RETAIL.

Just the goods for Working-men and Invalids.

JOB LOTS

MEN'S SHIRTS.

JOB LOTS

Men's Collars and Cuffs

This is no sensational notice. Call and see. I have counted the cost and expect to sell greater bargains this year than ever before. Price my goods before you buy elsewhere.

B.F.COULTER,

236 & 238 Main St.,

WAR DEPARTMENT, SIGNAL SERVICE, U. S. ARMY.

Division of Telegrams and Reports for the benefit of Commerce and Agriculture. Report of observations taken at Los Angeles, Cal., Jan. 19, 1884:

Time	Barometer.	Thermometer.	Dew Point.	Direction of Wind.	Velocity.	Weather.
4:15 A.M.	30.26	44	30	N	4	Fair
12:15 P.M.	30.23	60	35	NW	2	Cldy
8:15 P.M.	30.23	53	44	N	5	Clear

Maximum Thermometer, 63.3.
Minimum Thermometer, 41.0.

RELIGIOUS SERVICES.

CATHEDRAL OF ST. VIBIANA—Main street, below First. Very Rev. J. Adam, V. G., Rector. First mass at 6:00 A. M.; second mass, at 8 A. M.; high mass at 10 A. M.; Sunday School in English and Spanish at 3 P. M.; vespers at 7:30 P. M.

CHURCH OF OUR LADY OF ANGELES—Opposite the Plaza. Rev. Peter Verdaguer, Rector. First mass with sermon in English at 8 A. M.; last mass with sermon in Spanish at 10 A. M.; Catechism for the English children at 11:30 A. M.

ST. PAUL'S PROTESTANT EPISCOPAL CHURCH—Corner of Temple and New High streets. Rev. Elias Birdsell, Rector. Services at 11 A. M. and 7 P. M.; Sunday School at 10 A. M.

FIRST-ST. M. E. CHURCH.—Rev. P. P. Bresee. Pastors residence, 165 Fort street. Sabbath services:—Preaching at 11 A. M. and 7½ P. M.; Sabbath School at 12½ P. M. Class meetings Sabbath morning at 9½ and Sabbath evenings at 6½, and Wednesday evenings at 7½.

GRACE M. E. CHURCH—On First street, below Alameda, N. M. Learned, Minister. Residence 33 Banning street. Church services: Sunday, 11 A. M. and 7:30 P. M. Sunday School, 3:30 P. M., O. Wiley Wells, Superintendent. Prayer meeting Wednesday evening.

BAPTIST CHURCH—Good Templars' Hall, Main street. Rev. P. W. Dorsey, pastor. Services at 11 A. M. and 7:30 P. M. Sunday School immediately after the the morning service. Seats free. The public are cordially invited. Prayer meetings Thursday evenings.

PRESBYTERIAN CHURCH—Corner Fort and Second streets. Preaching every Sabbath at 11 A. M. by the pastor, Reverend J. W. Ellis, whose residence is on Olive street between Third and Fourth. Sabbath School at 9:30 A. M.; Chinese School at 6:30 P. M.; Bethel Mission School, East Los Angeles, at 2:45 P. M.

UNITED PRESBYTERIAN SERVICE—17 N. Main street in Y. M. C. A. Hall, every Sabbath at 11 A. M.; Sabbath school, 12:15 P. M.; Prayer meeting, Friday 7 P. M.

TRINITY CHURCH—M. E. Church South, Spring street, between First and Second. Services—Preaching every Sabbath at 11 A. M. and 8 P. M. Sunday School at 12:30 P. M. Prayer meeting every Thursday evening at 8 o'clock. Rev. W. S. Shedley, pastor.

GERMAN CONGREGATION—Rev. G. H. Bollinger will hold services at the church on Fourth street, between Fort and Hill, every Sunday morning at 10 o'clock. Sunday School at 9:30 A. M. each Sunday. Sunday evening services at 7:30 Pastor's residence, corner Second and Olive Streets.

CONGREGATIONAL CHURCH—New High street. Services every Sunday at 11 A. M. and 7:30 P. M. Prayer services on Thursday evenings. Rev. A. J. Wells, pastor.

CHINESE MISSION—No. 46 Wilmington street, between First and Requena. School every evening from 7 to 9 P. M.; Sunday School at 6½ P. M.; and preaching in Chinese at 7 P. M., by Rev. J. C. Nevin, missionary in charge. Residence, 180 Hill street, between 4th and 5th.

GERMAN EVANGELICAL LUTHERAN CHURCH—Services at Leck's Hall, No. 188 Main street, every Sunday at 10:30 A. M.; Sunday School at 9:30.

SECOND PRESBYTERIAN CHURCH—Downey avenue, East Los Angeles; Rev. J. M. Boal, pastor; Preaching every Sunday evening at 7 o'clock; Sunday School every Sunday at 2:45 P. M.; Geo. T. Hauly, superintendent. Teachers meeting every Friday evening. All are cordially invited to attend the above meetings.

CHAPMAN CHURCH, Temple Street, opposite High School Building. Preaching at 11 A. M. by Elder Joseph King. Preaching in the evening. Sunday School at 10 A. M. Seats free.

UNITARIAN CHURCH.—At 7:30 P. M.; Rev. Lr. Fay will preach at the Odd Fellows' Hall, over the Postoffice.

LOCAL BREVITIES.

Capitol Store, Downey Block.

The popular resort—the Rink. tf

Capitol Store bankrupt stock.

Ladies admitted free at the Rink. dec25-1m

Trunks and valises at the Capitol Store.

See advertisement of furnished room and board.

Satins, in any shade, 25 cents a yard at the Capitol Store.

A furnished house is advertised for under New To-Day.

A saloon and liquor store are advertised for sale elsewhere.

All-wool Beige, 48 inches, double fold, 25 cents a yard at the Capitol Store.

"In unity strength"—in Specialties success. DR. JONES. jan6tf

Children's cloaks at the Capitol Store.

See advertisement of horses and mules for sale in our New To-Day.

Cloaks and Dolmans are being slaughtered at the Capitol Store.

Hon. Byron Waters, of San Bernardino, is registered at the Cosmopolitan.

Parasols cheap at the Capitol Store.

Mrs. Seal will lecture this evening at 7 o'clock, in Odd Fellows' Hall, over the postoffice.

Silks below wholesale cost at the Capitol Store, bankrupt stock.

Thermometer for the 24 hours ending at 8:15 last evening: Maximum 63.3 degrees; minimum 41 degrees.

Bankrupt stock regardless of cost—must be sold—at the Capitol Store.

For choice fruits, green or dried, or garden seeds that you can rely on, go to Serrot & Knox, 35 N. Main street.

Bankrupt stock of the Capitol Store is doing a big business. Go early and secure bargains.

J. D. Bethune, Esq., of San Bernardino, our old townsman, was in the city yesterday, and registered at the Pico House.

Bankrupt goods—must be sold within the next 30 days—at the Capitol Store.

William Hunter, a reputed deserter from the United States army, was arrested by Deputy Marshal Dunlap yesterday and committed to jail to await orders.

Second week of the great bankrupt sale in dry goods, Monday; great sale at the Capitol Store.

Our readers will do well to take advantage of the extraordinary bargains to be had at the bankrupt sale at the Capitol Store. Goods are simply being slaughtered.

Messrs. Humphrey & Riggin, in our New To-Day column, advertise several houses to rent. They also offer a fine family horse, buggy and harness for sale at a bargain.

This coming week for bargains go to the Capitol Store.

There are messages at the Telegraph Office for Mrs. Augusta Culbertson, Jas. T. Duffy, C. W. Ellsworth, John Hancock, E. B. Harrold, (2), F. R. Mellus, L. L. Bradbury.

All-wool drap d'ete, any shade, fifty-two inches, 48 cents, at the Capitol Store.

The examination of C. White, charged with assault with a deadly weapon, on complaint of G. S. Allen, Sr., was finished before City Justice Morgan, yesterday and the defendant held in $300 for trial before the Superior Court.

The attention of our readers is called to the fact that they can buy a silk dress at the Capitol Store as cheap as a worsted dress elsewhere.

Deputy United States Marshal Dunlap went up to San Francisco, overland, last evening, having in charge John Comerford, committed for examination before the United States Grand Jury on the charge of selling whisky to Indians.

Murder! murder! is the cry—how cheap the silks and velvets are being sold at the Capitol Store.

We learn that three gang plows and a seeder are kept running on the Santa Margarita Ranch, San Diego county. There are thousands of acres of good grain land on this ranch that has heretofore been used only for a cattle range.

By advertisement elsewhere, J. L. Stone announces that, on Monday next, he will sell two houses and a number of lots at public auction. The properties offered are located in a pleasant and healthy part of the city and present a rare opportunity to secure homes, or for investment.

Elsewhere appears the double-column advertisement of the well known furniture house of J. P. Mansfield & Co. This enterprising firm have just received from the East a large assortment of the latest styles in their line. They make a specialty of upholstering and drapery, and their prices cannot fail to attract attention. Call on them.

The attention of readers of the HERALD is called to the new advertisement of the Messrs. Hollander Bros., Roeder block, No. 21 South Spring street. These gentlemen are practical jewelers, and in addition are the most accomplished mechanicians on the Pacific coast, as is shown by the many curious and ingenious articles of their own invention and manufacture, to be found at their establishment. A very attractive feature is a revolving receptacle for fine jewelry, the work of one of the Messrs. Hollander, which is viewed daily by the many visitors to their store.

In City Justice Morgan's Court, yesterday, Fritz Haupt, charged with disturbing the peace, on complaint of Edward Graaf, was acquitted and the complaining witness required to pay the costs. The case of Buriel Neighbors, charged with petit larceny in stealing an overcoat from E. C. Coffman, was compromised by the accused returning the coat and paying the costs of suit. Warren Keating, plain drunk, in default of $6 fine, was sentenced to six days' labor on the public streets.

Charlie Legg was in the city yesterday with an extra $1,000 in his pocket, the result of the sale of the hill on the northwest side of the Raymond Hotel hill. This hill was sold in 1876 for $700; in December, 1883, for $3,500, and again in January, 1884, for $4,500, an increase of about 650 per cent. in less than eight years. The original purchase was at $6.50 per acre, water pipes cost $7 more, making land cost $13.50 in 1874, or $135 for the ten acres, against $4,500 in 1884.

That sterling and standard establishment, the Los Angeles Pork Packing establishment, has removed from East Los Angeles to Florence, but the depot for their varied and excellent products will be kept at 74 South Main street, where the choicest of lard, hams, bacon and other hog products can had at all times, at the lowest prices. Dealers and families desiring the best the market affords in this department will find them at 74 South Main street.

We direct the attention of our readers to the advertisement of Messrs. Serrot & Knox, dealers in native and foreign fruits and nuts, elsewhere in this morning's HERALD. These gentlemen, both of whom are well and favorably known in our community, have opened a store at No. 35 North Main street, where they will keep a full assortment of all kinds of fruits and nuts in season. They will also keep a stock of fresh seeds of every variety suited to this climate. Give them a call.

Mr. Arthur Frick and family, of Minneapolis, are visiting Los Angeles for the winter. Mrs. Frick is a sister of Messrs. J. and Peter Kiefer of this city. They left a temperature of 25 degrees below zero, at home, and are pleased to bask in the sunshine at 70 degrees above zero on the green fields of Los Angeles. It is needless to say that they are happy.

General A. F. Whittaker, of Penn Yan, New York, is on a visit to his daughter, Mrs. A. Brigden, at the beautiful home of Mr. Albert Brigden, above Pasadena. The General came here with the R. M. Baker excursion, last week, leaving 30° below zero with the old folks at home. He is pleased at the prospect before him.

Mr. Peter Kiefer, of J. Kiefer & Co., has just returned from his ranch near Bakersfield. He reports the sheep and cattle on the alfalfa land fat and sleek, but no feed yet on the dry land. Bakersfield is one of the main supplies of meat for Los Angeles, and now San Francisco is after that supply.

Mr. B. F. Porter, of San Fernando and Los Angeles, one of the great wheat growers of San Fernando, came in from the great wheat bonanza last evening. He has nearly completed the planting of all his former seeding ground but, has also sown a large amount of land never before planted.

Capt. E. P. Johnson has returned from the Oro Grande Mill, to visit his family. He reports a steady and prosperous business in the mines at Calico. The new five stamps for the Oriental mill have arrived and it is expected that they will be crushing out the silver in about fifteen days, one-third faster than ever.

We direct the attention of those seeking desirable real estate investments to the several advertisements of Messrs. J. F. White & Co., elsewhere in this morning's HERALD. The properties offered are amongst the best on the market, and if called for soon, will be sold at bargains.

When will the City Council carry out the order they made a year ago to remove the broken, rotten sidewalk, on North Spring street, opposite Court street. Will they ever do it? If not, why not? Twelve months is a long time to wait on a peremptory order.

Exports from Santa Ana depot for week ending January 18th, 1884: 43 boxes eggs, 2,580 pounds; 591 boxes oranges, 43,730 pounds; 92 boxes limes, 2,260 pounds; 1 car coal, 25,000 pounds; 284 sacks corn, 35,500 pounds; general merchandise, 9,920 pounds.

Mr. Shutt, of the late firm of Shutt Brothers, large dealers in agricultural implements, of Kansas City, is on a visit of two months to Los Angeles. He made a pleasant call at the HERALD office, and is well pleased with the country.

Mr. Adolph Petschof Hermosa, reports great activity in that settlement. Eight dwellings are in process of erection in the colony, and three parties yesterday purchased land there for settlement and occupancy.

There were filed for record in the County Recorder's office yesterday twenty-eight deeds, twelve mortgages, five releases of mortgages, one marriage license and six miscellaneous papers.

Mr. John Oswald, a leading capitalist, and the owner of 100 head of fine fast horses, has come to Los Angeles to spend a season and examine the fine horses of San Gabriel.

Attention is directed to the card of Prof. J. P. Marron, late of the U. S. Naval Academy, Annapolis, Md., who is about to open a school in this city.

Mr. F. W. Thompson, the General Passenger Agent of the Chicago, Rock Island and Pacific Railroad, is at the Pico House.

At the meeting of the Ore Grande Mining Company in this city yesterday, a monthly dividend of $9,000 was declared.

The marriage license of Richard Rolls and Plina Bush was filed for record in the County Recorder's office yesterday.

Mr. John Weidinger, a prominent capitalist of Minneapolis, is visiting Peter Kiefer and other old friends in this city.

Mr. John Orth, the great brewer and capitalist of Minneapolis, has come to Los Angeles to spend the winter.

A. B. Hotchkiss, Esq., of San Diego, arrived in town yesterday, and is stopping at the Pico House.

Ex-Sheriff John C. King, of San Bernardino, was in the city yesterday on mining business.

A young English widow, under New To-Day, advertises for a situation.

Steamer Passengers.

The following passengers left for northern coast ports per steamer Ancon yesterday.

For San Francisco—Miss Tancole, wife and child, Mrs Nellie Shaffer, Miss M Neal, Mrs H W Turner, H Ames, H Corcoetto, Mrs J F Baden, Miss A Hochholzer, B F Land and son, and seven in the steerage.

For Port Hanford—C F Card.

For Santa Barbara—T D Warner, Dr Samuel Potter, H W Muszel, C E Furman, W F Johnson, C R Gilchrist, Miss L Richardson, Miss F Potter, F F Raymond and wife, A C Muzzel and wife, Rt. Rev. Bishop Mora.

CROUP, WHOOPING COUGH and Bronchitis immediately relieved by Shiloh's Cure. Sold by C. F. Heinzeman, 122 North Main street.

AN IMPORTANT DECISION.

Pio Pico vs. B. Cohn et al—Pico Wine—Able Opinion of Hon. V. E. Howard.

Yesterday Judge Howard filed his findings in favor of the plaintiff in the case of Pico vs. Cohn et al. As the case involved property valued at upwards of $250,000, it has excited general interest. The following is the learned opinion of Judge Howard:

In the Superior Court of Los Angeles county State of California.

Pio Pico, Plaintiff,
vs.
B. Cohn, et al, Defendants.

OPINION.

The complaint in this case alleges that on the 7th day of April, 1883, the plaintiff was the owner of three pieces of property, a rancho known as the Ranchito, the Pico House, and the Bank Building. That on that day he conveyed by a deed, absolute in form on its face, to B. Cohn all of said property; that it was understood and agreed that upon the payment of $65,000 by Pico on or before the first day of July, 1883, to Cohn, he (Cohn) would re-convey said property to Pico.

The complaint also alleges that Cohn never intended to perform his promise, but that he made use of it, as a means of inducing Pico to sign the deed, and by this and other fraudulent contrivances, the execution of said deed was procured.

These allegations present two issues:

1. What was the understanding between the parties to the conveyance?

2. Was the deed procured by fraud?

There are subordinate issues, which may be referred to and disposed of.

The complaint alleges that the aggregate of liens upon the property was $61,684.86.

The amount estimated by Cohn was $62,837 and so certified to. This is alleged to be the amount of liens on the Ranchito. It is estimated by Cohn that the liens amounted to $150,000 and more besides adverse claims of title. The complaint charges this to be a reckless statement, and that Cohn insisted that the negotiations between plaintiff and himself should be kept strictly secret, and that the plaintiff should not consult his lawyers with reference to the matter, or inform them that the matters of negotiation were in progress between himself and plaintiff.

Defendant admits that he did enjoin secrecy on Pico, but alleges that said request was made to prevent officious intermeddling by cormorants, self-constituted agents and irresponsible parties and not otherwise."

The fact being admitted, the purpose is for the construction of the Court, as well as its effect. The instruction not to inform counsel that the negotiation with defendant was in progress was equivalent to a concealment from plaintiff's counsel, so far as defendant was concerned.

As to fraud, it is beyond controversy that F. P. Johnson, commonly called Pancho, was the confidential friend and agent of Pico in his negotiations for money and loans, and especially in his negotiations with defendant Cohn, that Cohn paid him $250 commissions for his negotiations in this business with Pico, and rendered an account and voucher for the same.

Johnson, in his shuffling reply to questions, says that the $250 was a present from Cohn, but this is contrary to proof and voucher of Cohn.

There can be no doubt that such employment was fraudulent and illegal, whether the contract was a loan or an absolute sale or a conditional sale as contended for by counsel for defendant.

Dunlap's Paley, p. 33, note 3.

Story on Agency. Sec. 211.

"It is a rule of law well settled, founded on the clearest principles of justice and policy, that the agent of a seller cannot become the purchaser, or the agent of the purchaser."

Copeland vs Mercantile Ins. Co., 6, Pick, 204.

As the pleadings admit that the property was worth $225,000, and defendant admits that he has only paid for the property liens and all $110,000, and that the property is worth 25 per cent more now, the consideration was clearly inadequate; he also claims to have paid for improvements on the property about $10,000.

It was proved beyond controversy that Pico had more advantageous offers. It is urged that the money was not actually offered, and the tender kept good by bringing the money into court, but this was rendered unnecessary by Cohn's claiming the property by absolute conveyance, and in fact refusing to receive the money on redemption. It must also be remembered that Pico was 83 years of age, in great financial embarrassment; that defendant dealt with him as purchasing to relieve his estate from a wreck, by the motive of saving to him $10,000 from the wreck. The inadequacy of price in this case accompanied by the fraud proved is such as to indicate fraud.

Story's Equity, Sec. 246.

Kerr on Fraud, p. 189.

It would be difficult to find any authority for the position, that the wreckers are entitled to take the whole ship and tackle as salvage, after the vessel reaches port, although they may be entitled to reasonable salvage.

Both parties in the negotiations treated the Pico estate and property as a wreck.

It is clear that Pico was under undue influences brought about by defendant and Pancho Johnson, the party he employed, and paid by defendant.

Kerr on Fraud, p. 150.

It is apparent that the minds of Pico and Cohn never met on the proposition of an absolute sale. The proof shows beyond any reasonable doubt, that Pico believed he was to have the right to redeem.

"If one person consents to a thing and another to a thing in any degree different so that their wills do not completely coincide, this does not create a contract between them; each must consent exactly to the same thing to which the other does and at the same time."

Bishop on Contracts, Secs. 174, 184.

It is in proof that different parties offered to loan Pico money, did so on the condition, that, he should give an absolute conveyance with a defeasance, that the property should be reconveyed on the payment of the amount as loaned and interest, Pico might therefore, have well believed that this was his arrangement with Cohn. Cohn testifies: "Three or four days before the trade was merged in the writing, I made a remark to him (Pico) about the Porter plan of a loan, of the loan which was if he wanted $60,000 and give a note for $70,000, and pay 2 per cent. for the money, he need have no agent. I could do that at any time, and he could give me a deed and I would deposit the deed with any of the banks, or W. J. Brodrick in escrow, and if he paid the amount of money on the first day of July, they would deliver him the deed. A loan I would not make, as a loan to him was a law suit."

Had such been the transaction, it would still in law have been a loan.

It is forcible evidence, here, to show that the minds of the parties never met on the transaction, and that Pico might well have inferred that it was to be a loan; Cohn intended it for absolute sale and Pico as a loan, which could be redeemed. It is also testified to by Pico, that that was his arrangement with Cohn, and the defeasance should be deposited in bank, or with Brodrick. Cohn denies this; it is a remarkable circumstances that Johnson who made the negotiations stated to various parties, as proved, that such was the arrangement between Pico and Cohn in this case, but that Cohn had repudiated his agreement and that there would be a lawsuit, but that in such an event he would stand by Pico. On the trial in his evidence he goes back on all this. It is, however, a circumstance tending to show that the minds of Pico and Cohn never met on the proposition of an absolute sale as contended for by defendant. Pancho's change of base does not increase the moral aspect of the defense.

Story in his work on Equity, Sec. 238, thus states the rule: "The doctrine therefore may be laid down as generally true that the acts and contracts of persons who are of weak understanding and who are thereby liable to imposition, will be held void in courts of equity, if the nature of the act or contract justify the conclusion that the party has not exercised a deliberate judgment, but that has been imposed on, or overcome by cunning or artifice or undue influence."

In Section 239 the same author says: "Cases of an analogous nature may be easily put when the party is subjected to undue influence although in other respects of competent understanding, as, where he does an act, or makes a contract when he is under duress, or influence of extreme fear or of threats, will, but stands "in vinculis." And the constant rule in equity is, that where a party is not a free agent, and is not equal to protect himself, the court will protect him." * * * "Circumstances also of extreme necessity and distress of the party, although not accompanied by any direct restraint or duress, may in like manner so entirely overcome his free agency as to justify the court setting aside a contract made by him on account of some oppression, or fraudulent advantage, or imposition attendant on it.

In this case imposition or undue influence should be presumed from inadequacy of price and the position of the parties.

Moore vs. Moore, 56 Cal. p. 89.—Undue influence is defined by the Civil Code of Cal., Sec. 1575, thus "Undue influence consists:

"1. "In the use by one in whom a confidence is reposed by another, or who holds a real or apparent authority over him, of such confidence or authority for the purpose of obtaining an unfair advantage over him.

2. "In taking an unfair advantage of another's weakness of mind, or

3. "In taking a grossly oppressive and unfair advantage of another's necessities or distress."

It seems to be proved that defendant took advantage of plaintiff's distress of mind and necessities.

There can be no doubt, under the proof, that Pico had much more advantageous offers than the contract obtained by Cohn. He was offered money at 6 per cent. per annum, and yet he made the contract with defendant.

It is no doubt true, that when parties deal at arm's length that inadequacy of price is no ground to rescind a contract, but when there is undue influence, management and intrigue, the Courts have uniformly held that inadequacy of price is a ground of recision. In this case there is conclusive evidence of management and undue influence. The contract resembles in its features what the earlier Chancery cases denominated a "catching bargain."

Loomis & Hubbell held a judgment and sale over Pico, which would expire on the day the contract was made, unless the sale under their judgment was redeemed for about $39,000. The sale under the judgment embraced all Pico's property. It did not appear certain that any of the parties purposing to aid him would have the money on the ground ready in time to make the redemption. An old man of 83 years of age was naturally apprehensive of the loss of all his property, especially when he had been impressed with the idea that his Counsel and everybody was endeavoring to manage so as to prevent the redemption of his property from the sale under the Hubbell judgment.

"When undue influence, based on the *circumstances and conditions of the parties*, is exercised and a bargain thus elicited the transaction cannot stand, unless the person claiming the benefit of it is able to repel the presumption from contrary evidence, proving it to have been in point of fact fair, just and reasonable."

Wharton on Contracts, Sec. 160.

The defendant has failed to adduce such evidence, and the burden of proof was on him to do so.

Wharton on Cont., Secs. 161-162.

It is not shown that plaintiff had competent advice or any counsel as to the contract.

Wharton on Cont., Sec. 161.

Undue influence when once established is presumed to continue unless the proof shows the contrary.

Wharton on Cont., Sec. 162 and notes.

There is no evidence that Brodrick or Prager had anything to do with the negotiation or any participation in the fraud, if there was any. Cohn was their agent in the negotiation, and they were bound by his knowledge and his acts as their agent.

Jones on Mortgages, section 342 says: "A bill in equity may be maintained to redeem as from a mortgage land which the defendant holds by deed from the plaintiff upon evidence that the deed, though absolute in form, was really taken as security for a loan. The decree is for a reconveyance of the land upon the payment of the amount which may be found due the grantee, or upon compliance with such terms as the Court may impose."

Campbell vs. Dearborn, 109 Mass., 130.

McDonough vs. Squire, 111 id., 217.

Westlake vs Horton, 85 Ill., 228.

Article 3408 of the Civil Code of California provides:

"On adjudging the rescision of a contract, the Court may require the party to whom such relief is granted, to make any compensation to the other which justice may require."

Messrs. Rowan, Egan and Foster made the following offer to Cohn on behalf of Pico:

B. COHN, Esq., Dear Sir—According to the agreement between us with reference to the Ranchito, Pico House and Bank, I hereby offer to pay you the sum agreed upon, to-wit: $65,000, and also the sum of $41,000 paid by you in settling with the Savings and Loan Society, together with interest and any other sums you may have expended on my account, and also any other amount, and also any other legitimate charges you have against me, and I demand of you a deed of conveyance of the property. Respectfully,

PIO PICO.

The answer admits the reception of the demand and the return of the following written reply:

"LOS ANGELES, May 31st, 1883.

Messrs. Rowan, Egan, et al:

"GENTLEMEN—I object to your tender on the part of Mr. Pio Pico, on the following grounds:

First—"I demand a tender in United States gold coin, or legal tenders of the Government of the United States.

Second—"As you have no account stated in your letter, I demand the sum of $185,000, then I am ready and willing to sign the deed. B. COHN."

This is only an objection to the money and amount tendered. It is an admission that defendant is under obligation to convey, when the proper, money and amount due is tendered. It sets up no other claim than that of holding the property as security. Defendant does not decline to convey because he claims to own the property by absolute conveyance.

The production and counting the money would be of no use when the defendant refused to receive it and sets up an adverse claim to the property.

Wharton on Contracts, Sec. 983.

Tallech vs. Tallman, 87, N. Y., 106.

COURT REPORTS

Superior Court—Howard, J.

SATURDAY, Jan. 19.

In re application of H. L. Martin for a writ of habeas corpus—Prisoner is hereby discharged.

P. Pico vs. B. Cohn et al.—The order made yesterday appointing H. K. S. O'Melveny referee, on motion of defendants' attorney is hereby vacated.

In re application of St. Paul's Episcopal Church to mortgage its real estate—Decree ordered as prayed for.

Leal vs. York—Injunction modified so as to permit defendant to proceed with the excavation, the work to be done under the supervision of George Hanson, Geo. C. Knox, John E. Jackson and J. W. Potts.

SET FOR MONDAY.

Estate of Isaac Walton.
Mills et al. vs. Amillo et al.
Estate of M. Malon.
Estate of Kelly.

HINES, J.

Giuol vs. Prager—Cause continued until February 7th, owing to the illness of one of the jurors. Jurors admonished and ordered to return on Monday, Jan. 21st, at 10 a. m.

Adams, administrator, vs. Carson, et al—Set for hearing on demurrer, Jan. 21st, at 10 a. m.

Lucas vs. Reed—Cause tried, submitted and taken under advisement.

SET FOR MONDAY.

People vs. Pico and Ruiz.
Flores vs. McDonald.
Heltnig vs. Holbrook.
Adams, Administratrix, vs. Carson.

Installation Services G. A. R.

Post Commander, Col. T. S. Hall last evening installed the following officers of Frank Bartlett Post No. 6, G. A. R.:

Post Commander, Theo. J. DePuy; Senior Vice Commander, Joseph Savage; Junior Vice Commander, C. B. Turner; Surgeon, Dr. V. Gelcich; Quartermaster, H. R. Brown; Chaplain, W. E. Reed; Adjutant, M. F. Cutler; Officer of the Guard, E. A. Weed.

At the conclusion of the services a unanimous vote of thanks was given to Post Commander T. S. Hall for their able and impartial manner in installing the officers of Frank Bartlett Post, G. A. R.

THE GREAT GRAPE INTEREST.

The Raisin and Wine Grape, and Their Road to Success—Both Must Pass Through Trial Before Success is Assured—The Facts in the Case.

The weekly organ of the Prohibition party attacks the grape question with a zeal far beyond all knowledge, and attempts to show how much the people lost last year by raising wine grapes instead of raisins. That journal asserts that layer raisins are worth $2 per box, and extra layers $2.50 per box, which leaves a large profit to the raisin maker.

This would be good if there were any truth in it. Riverside raisin growers in large numbers have not yet got the money for raisins that they shipped to San Francisco a year ago, and no San Francisco commission house will pay the freight and advance $1 per box on them and hold for sale. In one instance one house did agree to advance $1 per box on best raisins, and paid that on one car load, but when he got a second carload into his hands refused to pay any advance on that, and kept both carloads to protect himself for an advance on one, so that on the two carloads the owner has got an advance of 50 cents per box, which will not pay him for the boxes and picking, curing and packing and care of vineyard, which amounts to about $1 per box for the selected extra layers.

In a conversation with Mr. Hixon yesterday, of the well known house of Hixon, Justi & Co., that gentleman stated that our layer raisins would not sell at $1.50 in San Francisco. His house would be glad to sell a warehouse full at that price. So it appears there is a deadlock in the market for raisins on the coast, and distant markets must be found, and the trade nourished and built up by agents appointed for that work. This will cost something and will reduce the profit on raisin culture.

The California wine trade had to go through a similar period of experiment. As soon as a large amount of wine was made, about six years ago, the "bottom dropped out of the market," and special agents at great expense went to the central and Eastern cities and cultivated a trade, till the people were induced to buy at low prices, at first, our pure wines instead of high priced foreign wines. Afterwards, when the consumers found that the wines were good, they purchased freely at good prices, and the wine trade became established, profitable and strong.

The raisin trade will have to pass through the same ordeal before it becomes profitable. It is now in the crucible, and it will cost labor and money and brains to bring it out in a profitable and proud position. It can and must be done, but who will do it? The raisin trade will be a great and profitable industry; but it is false to tell people that at the present time they can do better in making raisins than in selling their grapes for wine-making. Last fall the grape-growers about Los Angeles raised from four tons to ten tons per acre, and sold the same at $20 per ton, making a profit of not less than $100 cash down per acre, with no expense of store houses for sweating and packing; no hauling to a dryer when the rains descended on a half dried crop; no expenses for boxes and nails, and turning and sorting, and sweating and packing.

It is safe to state that the grape-growers of Los Angeles, who sold their grapes last fall for $20 per ton, cash, made more money per acre net profit than the average raisin-grower of Riverside. It is true that some growers who had extra large layers, and had some "friend at court" to dispose of their product obtained fancy prices in a retail way, but these were picked lots, of which a vineyard only produces a fraction, while the rest are ordinary.

The majority of raisin makers do not get such prices all the way through, and the brilliant success of a few must not be taken as a guide for all who enter the business.

The orange trade was similarly depressed last year and a robust effort was made by many orchardists, by going east at great expense, to sell their crop. They were generally successful, and have established a place for their next crop. Raisin growers must be particular about the quality and grading of their raisins and have an agent in New Orleans, St. Louis, Louisville, Indianapolis, Chicago, Denver, Minneapolis, Milwaukee, Cincinnati, Pittsburgh, Buffalo, Boston, Philadelphia and New York.

The *Western Wave* which taboos wine grapes and glorifies raisin grapes, might learn something by going to Riverside and finding out how many of the last crop had been turned into cash. If the conductors of the *Western Wave* think raisins are worth $2 to $2.50 per box they can lay in a stock at a good margin and hold for a rise.

The HERALD desires to see all branches of grape growing thrive, and the raisin and wine grape both be profitable, and dwell in harmony; and to that end will give all obtainable information on both sides, but cannot see an attempt made to prevent people from planting wine grapes, by false representations of the fabulous profits of raisin growing without stating the facts as they are to-day. The *Western Wave* a few days since reported the profit of wine grapes at $50 per acre and of raisin grapes at $600 per acre. Such statements are misleading and pernicious. They are unjust in both directions, and tend only to disappointment and mischief.

These two great industries are deserving of special encouragement, and are in no way antagonistic to each other, and any attempt to array them against each other should receive the severest censure. They are destined to be of inestimable value in the future to this country, and should receive equal and impartial justice from the press.

There is plenty of room for raisins, but the Pacific Coast market is filled with them at present, and a market must be found elsewhere. During this transition state of the market a conservative course should be adopted. Instead of shouting big profits, without any knowledge from where they are to be derived, a public journal that has the best interests of the country at heart, will recommend our products and show where and how they can be sold, rather than exaggerate their profits and lead people to ruin by their *ignus fatuus*. The whole truth is what is needed, and that is just what the HERALD will set forth.

Cold Weather Down South.

A telegram dated St. Louis, January 14, 1884, says:

"Advices from Mobile say that the late cold snap caused immense damage in that section. The loss to orange groves is estimated at nearly $1,000,000, and the value of vegetables killed in Mobile county alone will reach the same sum. Great damage was also done to the orange groves in Florida, but orange growers profited by the Signal Service's warning and built fires in the groves and thus saved the fruit."

THAT HACKING COUGH can be so quickly cured by Shiloh's Cure. We guarantee it. Sold by C. F. Heinzeman, 122 North Main street.

Patti in Los Angeles.

Mr. O. W. Childs, the proprietor of the new Opera House, is pushing forward the completion of this fine edifice as rapidly as possible. As it has been announced by telegraph, that the great Mapleson Opera Troupe, with Madame Patti as prima donna, would visit San Francisco in March next, for a season of six weeks, it is the earnest desire of Mr. Childs to have the new temple of music opened by the magic of this great and popular artiste. The entertainments of this troupe will close in San Francisco at the conclusion of the Lenten season, when it is hoped that they will visit our city, in the latter part of April.

It will be a most fortunate stroke of policy, if this plan can be carried out, and the great artiste secured to inaugurate the new opera house in Los Angeles. It would give a prestige and an attraction to the establishment, to have it opened by the greatest soprano of the age, that cannot easily be estimated, and we trust that no pains will be spared to secure this great achievement.

HOTEL ARRIVALS YESTERDAY

COSMOPOLITAN HOTEL

J P Melberry, San Pedro
J A McFadden, Westn
C S Ruggles, S F
W D Miller, Cincinnati
J A Logan, S F
M A Stemberger, do
M A Wertheimer, S F
J C King, San Bdno
T S Ingham, do
L R Smith, Ill
J W Friedberg, S F
Miss I Diaz, San Bdno
B Waters, do
J A Black, Tucson
J Eames, Oakland
Dr R A Lemen, Dayton
J W Felt, San Gabriel
H H Dart, Modesto
J Kennedy, S F
C Wienshank, do
A W Burnham, Oakland
L B Johnson, S F
C W Chapman, city
J Bafay, San Diego
Mrs T Peaters, SanBdno
A Smith, do
J B Beckwith, San Jose
C Castaing & wf, S Bdno
M Forton, Ranchito
J Benjamin, San Bdno
Mrs A S Brownlng, O
L B Hall, Salt Lake
A M Mills, Ontario
H G Adams, Colton

PICO HOUSE.

C Lamperberg, S F
B B Keesing, do
E B Pike, N Y
C O Hallett, S F
A B Polchinis, S Diego
Miss C B Boyle, S Bdno
F Berminham, Chicago
C H Weaver, do
T J Lamberi, N Y
V P Collier, Mich
Miss J Collier, Mich
J P Kennedy, S F
C B Rothschild, S F
C R Ramsey, St Louis
Walter Scott, S F
E C Smith, S F
F W Thompson, S P R R
R L Moss, N Y
Col J L Gay, London
J E Bethune, San Bdno
P A Lewis, Pa
James Kenan, Chicago
J Bernap, do
Gus Ranken, S F
W J Collier, Detroit
H J Wright, Ills
R Pico, san Fernando
Jas R Benton, Tucson
S B Benson, Tulare
Saml Robinson, Ogden
Benj Raulston, Ogden.

ST. CHARLES.

J M Crane, Newhall
C Anderson, Wilmington
H Learnard & wf, S Maclo
Capt Stewart, Victoria
Chas Hamm, Chicago
G W Smith, Iowa
Mrs Willis, San Jose
C A Cook & wf, Oshkosh
Mrs M E Davis, do
E T Runyon, S F
Thos Warner, S F
Mrs M A Benope, Chicago
H Henry, Cleveland, O
G C Simmonds, Ills