

THE FAIR COMPROMISE.

Attorneys Will Not Admit That the Great Litigation Is Settled.

MR. GOODFELLOW'S POSITION.

Reuben H. Lloyd Declines to Discuss His Clients' Affairs—What George Knight Says.

THE CALL's publication of the fact that the great Fair will contest has been in process of adjustment for some weeks and that as a result of these negotiations a basis of settlement had been reached aroused widespread interest in the community yesterday morning.

The famous battle was at an end and the warriors were already forging their swords into pruning-hooks for other harvests; a great general had been among them—a man out of the ranks, indeed—and his ideas were represented by the white dove of peace; and the great general had been going from camp to camp for weeks, bent upon averting the terrible war of extermination that the belligerents were preparing for, hoping to prevent the awful slaughter of time, and save at least the narrow in the bone of contention for the primrose which would be the legal barriers were so bravely belligerent, and success crowned the efforts of the great lay general—success and secrecy as well, when out of the silent skies of reticence fell the flashing light of THE CALL's publication.

"It is false! it is false!" cried all the hosts in unison. "Peace, never! War, forever! War to the last!" And the warriors hid their forging-hammers, buckled on again what armor was left them and went forth nobly and fearlessly to proclaim to all the wide world—the evening newspapers and morning contemporaries included—that "There is no peace."

Nevertheless THE CALL's statement that the Fair will trust has practically reached the end of its existence and that the great legal battle will never be fought, was and is based upon an authority which, while it made public, would be as once recognized as reliable and trustworthy. So THE CALL repeats this statement to-day and is willing to let time itself furnish the proof to those who may doubt.

Naturally enough the great lawyers, in their modest and commendable spirit of reticence concerning the affairs of their clients, have not cared to confirm the news as published in THE CALL. Naturally enough, too, those even more modest than the others have denied the truth of the story and still speak of valor and of war, one hand still on the sword.

In truth the time was not ripe for the public announcement, and had THE CALL been more mindful of its duty to its readers the publication would have been delayed a week, maybe two, possibly three—or until the articles of agreement and the deeds of transfer had been placed on file with the clerk of the Probate Court.

Among the gentlemen who emphatically denied the truth of THE CALL's statement yesterday none were quite so emphatic as W. S. Goodfellow, one of the four trustees under the will creating the trust. Mr. Goodfellow intimates that he feels that an injustice has been done him in the statement that his share of the compromise fund amounted to \$250,000—though certainly it was farthest from THE CALL's intentions to speak in any possible way of Mr. Goodfellow except in the highest terms of respect for his ability as a lawyer, his uprightness as a trustee of the Fair estate, his honor as a gentleman. Mr. Goodfellow misconstrues the statement entirely when he construes it into even the phantom of a shadow of a hint that his conduct in the matter was not entirely above reproach.

"I have never received one cent and never shall receive one cent for advertising my trust." These are Mr. Goodfellow's own words. "If I resign from the trust I shall do so without a farthing's compensation. It would not be honorable for me to accept anything. And what is more, I have not resigned, I have never thought of resigning and never shall resign my position as trustee of the Fair estate. The matter is now in Judge Slack's hands, and should he declare the trust invalid I shall carry an appeal to the Supreme Court, if I have to do so alone. I do not consider the Walkerley decision at all applicable in this case, for there the trust was limited to a period of twenty years, while here the trust is to endure during the life of the chief heirs. No settlement can be made; no settlement has been made; no settlement will be made." And these are Mr. Goodfellow's own words.

It was hardly to be expected that the gentlemen most interested in the settlement of the Fair will contest would exhibit any great precipitancy in confirming the news of the settlement, but the denials of some of the gentlemen are couched in such emphatic words that they are recorded now and will be preserved for future reference. In after days the events of time may give these utterances an added value, making them even more interesting to the general reader than they are at present.

Among the emphatic denials was certainly not that of Attorney Reuben H. Lloyd. He is a pleasant gentleman to converse with. He has a rich fund of reminiscences. He uses them aptly and knows how to relate them entertainingly. He is one of the oldest subscribers of THE CALL and naturally feels a fatherly interest in the journal which he patted on the back in its infant days—days shortly after the water ceased coming up to Montgomery street. And he was sorry—filled with genuine regret—that THE CALL should have been led to publish such a story.

But was it true that a basis of compromise had been reached in the matter of the Fair estate? Mr. Lloyd was not at liberty to talk for his clients. Both of them were out of the city, and during their absence it was not their lawyer's place to pretend to speak for them concerning matters of an entirely private and professional nature. Judge Paterson, one of the lawyers associated with the case, was seen at his residence last night.

"I am surprised to learn," said Mr. Paterson, "that such a thing as a compromise has been effected. As a matter of fact I am disposed to doubt it. It is true that there are several people associated with the case who would like to compromise without further litigation; but on the other hand there are just as many who would not be agreeable to such a plan."

"Another reason for doubting the truth of the rumor is the fact that I am the representative of Mr. Oelrichs' son, and was appointed by the court. Had any settlement been effected I think I ought to

have known something of it. The boy has something like a \$14,000,000 interest in the estate, and I believe I, as his representative, would have been consulted. How is it possible to take the case out of court as it stands to-day? Why, my very association with the case is now before Judge Slack. Mr. Oelrichs claims that he should represent his son as he has received general letters. I have special letters in the case and hold the title take precedence over general letters.

"This point will have to be decided by Judge Slack, and I have no doubt that there are other matters to be adjusted by the court, in whose hands the case now is, and from whose jurisdiction it would be a difficult thing to remove in such a summary manner. It is true that many associated with the case wanted a compromise, but whether or not it has been effected I am unable to say. Had an agreement been arranged I believe I would have been informed."

George A. Knight, attorney for Charles Fair, was seen in his office yesterday afternoon. In reply to the question, "Has the estate been settled, or is it in process of settlement without legal issue?" he said: "It has not been settled and is not in process of settlement by compromise, so far as I know. It has been argued on the legality of the trust clause under the will. The case has been submitted on the argument, and we are now awaiting the decision of the court. I do not know of any other proposition for settlement."

An analysis of the situation, as prepared by an attorney who claims to speak knowledgeably on the subject, is about as follows: "The agreement, if any exists, is a secret one. Hence all those denials. The programme is that Mr. Goodfellow shall continue his contest for the validity of the trust created by the will now before Judge Slack. But there are small hopes that Judge Slack will sustain this trust provision in the light of the recent decision in the Walkerley case. The most acute legal minds have examined carefully and compared closely the trust-making clauses of the two testaments, and their united wisdom is that there is no appreciable difference between the two clauses. What follows?

A very reasonable expectation that Judge Slack will adopt the ruling of the Supreme Court in his decision and knock out the trust clause. Mr. Goodfellow will carry an appeal to the Supreme Court of course. Equally of course the Supreme Court will sustain its own ruling. The trust will be dead and nobody on the inside will be surprised. With such a conclusion of what once promised to be the greatest probate case of the day, in the light of Mr. Goodfellow's statements, neither he nor Messrs. Crothers, Bresse and Angus will receive any compensation for their services as trustees in the case. But the trustees will be the only losers by such a conclusion as I have outlined. The heirs will get the estate and the contest will be over."

TEAS ARE NOW IN VOGUE.

Studio Day with the Artists in Our Quarter Next Saturday.

Little Helen Umbsen's Birthday Party. Engagement Announcements.

Among the large teas in prospect are those of Mrs. J. C. Stubbs, at her home on Pacific avenue, and Mrs. J. G. James, on Howard street, on the 16th.

Next Saturday will be "studio day" with several well-known artists. Lucia K. Mathews, Arthur F. Mathews, Julia Heynemann and Bruce Porter have sent out a joint invitation to their studios from 2 o'clock until 5.

Little Miss Helen Umbsen, daughter of Mr. and Mrs. G. H. Umbsen, entertained a few of her friends at her third birthday anniversary party last Saturday afternoon. The guests were Miss Mabel Dodge, the Misses May and Katherine Schlueter, Miss Emma Becker, Miss Sibyl Higgins, the Misses Mona and Elma Jones, Miss Erma Meyer, Miss Edith Heffer, Miss Robina Slack, Miss Edith Raisch, Miss Myrtle Doree, the Misses Ethel and Carrie Scott, Baby Hammond, Miss Jennie Hirschfeld, Miss Helen Joyce, Duncan McLeod, Frank Morse, Clark Dorre, Walter Huchsmid, Emanuel Hromada, Willis and Harold Maguire, Stanley Robinson, Charlie Hefer, Albert Raisch, Bronson and Chester Tuft, Edwin Groepfer and James Logan.

There will be a reunion of students of the colleges of Mount Holyoke, Mass., of the Western, Oxford, Ohio; the Lake Erie, Painesville, Ohio, Saturday next at the Hotel Berkshire, 711 Jones street, between Post and Sutter, San Francisco.

At last home on the Pacific coast a card party was given by Mrs. William Greer Harrison on Saturday afternoon. The score cards were artistic in design, on which were paintings by Miss May Harrison. After an exciting game the prize was awarded. Mrs. Henry J. Stewart carried off the first prize and Mrs. Whitney the second. The booty one, a doll, went to Mrs. Hubbard.

The wedding of John W. Dwight and Miss Emma S. Childs will take place on December 10 at Los Angeles. Miss Emily Hager of this city will be maid of honor. Mr. Dwight is prominent in business and politics of New York. He is the partner of ex-Senator J. W. Aldrich, and with the latter divides the honors of leadership of the anti-Platt faction in Republican politics. Mr. Dwight is also one of the wealthiest farmers in the United States and is president of the Dwight Farm and Land Company, which includes 40,000 acres in North Dakota.

The engagement is announced of Samuel B. Terrill and Miss Lou Haskell of College Hill, Santa Clara County. Miss Haskell is the daughter of Mr. and Mrs. H. H. Haskell.

The wedding of Miss Emma Roebke and George W. Spiller will take place this evening at the First English Evangelical Church, Geary street, between Gough and Octavia.

Although the weather was bad the attendance at the wedding of Miss Julia Conner and Robert H. Bennet last Tuesday evening was quite large. As the bridegroom entered the wedding march was played. The ushers, Albert E. Conner, William Cullen, H. de Ver Mehr and Charles P. Hubbard, led the way, followed by the bridesmaids, Miss Sadie and Miss May Breeze, Miss Ethel Smith and Miss Blanche Castle. Then came the maid of honor, Miss Edith Conner, and the bride, leaning on the arm of her mother. As they reached the altar they were met by the groom and his best man, Edward Bray, and the Rev. George Edward Walk, the officiating clergyman, who read the service impressively.

Stern, daughter of Mrs. Cecilia Stern, and Morris Eintracht. The double ceremony was performed at 5 o'clock, Rev. Dr. J. Nieto officiating. Miss Sadie Stern and Morris Eintracht were the first couple to be united. Miss Birdie Stern officiated as maid of honor for her cousin and Miss Ruby Mendelsohn and Miss Carrie Mannasse were the bridesmaids.

Miss Birdie Stern was attended by Miss Hattie Liechtenstein, maid of honor, and the same bridesmaids who officiated for her cousin performed a similar duty for her. Louis Stern officiated as best man for both brides.

The decorations for the weddings were extremely simple, yet pretty. The bridal parties stood under a handsome silken canopy the bay-window of the dining-room, which was tastefully decorated with roses and smilax.

After the ceremony congratulations were in order, after which an elaborate supper was served. Later in the evening there was dancing.

Mr. and Mrs. Eintracht and Mr. and Mrs. Schapiro left next morning for a bridal trip to Monterey. Mr. and Mrs. Schapiro will extend their trip to New York.

Mr. Xalyar Harger of San Antonio Valley and Miss Bertha Keller, niece of Giovanni Nardini, a wine merchant of this city, were married at the residence of the bride's aunt, Mrs. J. W. Wilson, Miss Monday, by Justice of the Peace Frank H. Kerrigan.

The Shakespearean recital at the Mercantile Library this evening is free to all persons, their friends and the literary public.

An amateur performance of "Pinafore" will be given at the Dietz Opera-house on Tuesday evening, the 12th inst. Among the participants will be Miss Nellie Clegg, Miss Sadie and May Gooch, Walter Wilson, John A. Sands, John Robertson, Fred Biven, Frank Gibb and Ashton Leach.

An enjoyable gathering of friends was held at the residence of Mrs. J. C. Stubbs on Seventh street last Friday evening. Among those present were: Mr. and Mrs. Drees, Mr. and Mrs. O'Dwyer, the Misses Grange, Miss A. Leonard, Mr. Leonard, Miss L. Harrington, A. Doran, W. C. Wilson, Miss Hickie-Hickman, D. Torres, Mr. and Mrs. Troutvetter, Professor and Mrs. Graeber, Mr. and Mrs. Grange, Mrs. Berwin, Mr. Leonard, Miss L. Hickman, Mr. Geo. Miss K. Fulton, Miss Gledett, H. Harrington, F. Barrett, Mr. Taylor, Mr. Mackey.

Alcaide Parlor No. 154, N. S. G. W., will give its fifth annual ball at Union Square Hall on Thursday evening, November 21. The annual ball of the Society of Old Friends will be held at the Commercial Hotel to-morrow evening.

Mrs. J. C. Tucker and the Misses Tucker are occupying during the winter months the residence 214 California street. Alfred L. Seligman, formerly cashier of the Anglo-California Bank of this city, and Mrs. Seligman arrived in New York a week ago after a two years' tour of Europe and Asia Minor. They will make New York City their future home.

Mrs. Julie Rosewald will leave for the East Saturday on a short visit to her sister. On her return she will resume her professional duties as a physician.

Last Friday Mrs. Healey, wife of Captain M. A. Healey, visited the city and was the guest of Mrs. Peter Donahue and Mrs. Edward Martin.

FOR SMUGGLING COAL.

John J. Powers and Mate Maikel of the Ship Swanhillda Are Held.

Mate Thomas Maikel of the ship Swanhillda and John J. Powers, who is charged with complicity in smuggling coal off the vessel, were examined before United States Commissioner Heacock yesterday and held for facilitating the landing of goods from a foreign port without the payment of duty.

The annual list of items, submitted them to referees and let the referees close them up. Then to take another list.

"That did not suit Bishop, who said he had his own way of conducting the matter, and the will would 'make Miller sweat.'"

"Mr. Reynolds has been employed for a year and a half. His business is to expert the books at the office of Miller & Lux for the use of the attorneys and others interested in the case."

"I borrowed money from Mr. Miller. I did it in preference to getting it elsewhere. There was no occasion to go outside for it. I did not want to touch the Charles Lux estate until it was settled up."

"I am entitled to one-half of my mother's (Miranda W. Lux) estate, and one-half of the income of her estate from the time of her death up to the present time."

"Mrs. Lux was to get one-half of the Charles Lux estate. I am entitled to one-quarter."

"She was to get one-quarter of the Miller

and Lux property. I am entitled to an eighth. 'I have spent money. I thought I had a right to. I had money to spend, or what I did spend was charged up against me on the Miller & Lux books.'"

"I had full charge of the slaughtering business for ten years. I have full charge of the cooler (or cold storage for meats) at South San Francisco."

"I patronized the Butchertown saloon owned by Miller & Lux. It was the custom to take customers over there and treat them."

"Sometimes I would more than take out the rent in that way and it would be charged to me."

"Charles Lux used to patronize the saloon. It is all done in the interests of the business."

But the event of the day was, perhaps, when Judge Eugene Garber was called during a break in Potter's examination, Eugene Garber (Miller's attorney) and Mr. Delmas face to face. Everything was polite and lovely at first, but it was the scene of two fine, sleek tigers watching each other for an advantage.

The claws were all hid at first, but presently, lo and behold, Mr. Garber refused point blank to answer Mr. Delmas' question.

"I refuse to answer."

Just as curiously Delmas replied: "Mr. Garber, you exemplify the saying of a lawyer making a poor witness."

"That was only a commencement, and it went spat, spat—spat, spat for an hour or so, all owing to Mr. Delmas trying to get the facts about the recent visits of Mr. Garber and Mr. Herrin to Redwood City in an effort to have Jesse Potter reinstated. The questions and answers were largely technical, of great importance to those involved, but not particularly so the general reader."

It looks almost as if a row would develop before long from the strained relations existing between the different attorneys and which are now pretty well on the surface, but which Judge Buck, in a very determined manner, is trying to eliminate from the proceedings.

TRAPPED VALLEY QUAIL.

Rafael Angelo Arrested With Live Quail in His Possession.

JESSE POTTER RELIEVED.

The Attorneys' Agreement Freed Him From Some Embarrassment.

EX-JUDGE GARBER A WITNESS.

Threatened Trouble Between Lawyers in the Miller and Lux Case Averted.

Jesse Potter was a charged man when his examination was resumed in Judge Buck's court at Redwood City. Certain elements of scandal had been avoided by the compromise of yesterday between the attorneys. Potter had saved his friends (female friends, perhaps) from being named, and to do this Potter paid the price that was demanded, but did it willingly.

Was the pound of flesh required, and must it be taken from Potter's heart? What is known is, Potter's examination in that direction was cut short. There were other questions to be straightened out, and Potter was still kept answering questions on cross-examination and in giving indirect testimony. But it mattered not to Potter; his worst troubles were over and he showed it in his manner and by his manner and by his many prompt, intelligent and business-like responses.

Reference was again made to the Todhunter purchase—that great tract of Oregon land containing 50,000 acres, and for which Mr. Miller paid \$450,000 after Charles Lux died.

Potter testified there were from 35,000 to 40,000 head of cattle on that land which were included in the purchase price; and Henry Miller testified some days ago that the cattle were worth half what he paid for the whole ranch.

"Yes, that was a good purchase," Miller advised it.

"Mrs. Lux consented."

The advisability of buying it was discussed frequently between Mr. Miller and Mr. Lux before Charles Lux died. After the latter's death Mrs. Lux was anxious to see the legacies provided for in the will paid as soon as possible, but she finally consented to the Todhunter purchase. She relied on Mr. Miller's business judgment very largely in the matter.

"She did object because the legacies under the Charles Lux will could not be paid. She would not see them paid in her lifetime—did not seem to care so much about herself as she did about the legacies."

"I was in favor that Mr. Reynolds should take the books of Miller & Lux, pick out a list of items, submit them to referees and let the referees close them up. Then to take another list."

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GOVERNOR BUDD ON TOWN.

He is Looking Into the Charges Against the Bank Commission.

Will Consult With the Attorney-General To-Day—His Health Improving.

Governor Budd came to town yesterday for the first time in several months. He shows in his appearance the effects of his long siege of sickness, but said that he had been improving steadily but slowly for some time past. Before reaching the City he stopped over at Oakland to take a look at the state of affairs at the Home for Adult Blind. He said that he had not intended to make any thorough investigation, but that things seemed to be going on all right in that institution.

Asked last night at the Palace, where he is staying, about the charges preferred by A. J. Clunie and the depositors of the Mercantile Bank against the members of the Bank Commission, he said: "I am now at work on the matter, reading and studying the testimony and looking up authorities. I shall consult with the Attorney-General and Mr. Clunie to-morrow. In case I do not see him in Sacramento at the end of the week. If I find that the Bank Commission have done the things charged against them, I will notify them by letter to the bank, particularly as to failing to notify the Attorney-General of its insolvency. I shall certainly take steps to remove them."

"The question some doubt as to the mode of procedure. Under the law they would be subject to fine or imprisonment, or both, and removal from office. Whether it is in my province to remove them upon examination of the evidence, or only after conviction, is questioned. Some attorneys claim that before they can be removed from office by the Governor they must first be tried and convicted. However, all this is premature. I have not conducted my examination of the testimony in the matter and cannot say whether they are guilty at all of the charges brought against them."

The Governor was asked about the dispute over the Lieutenant Governorship, but said that he had not seen or heard from either Mr. Jeter or Senator Flint since he had appointed the former, and had no idea as to whether they would take any steps to bring the question into court or not.

Governor Budd will return to Sacramento to-day and will remain there until the end of the week. He will attend a meeting of the Board of Examiners to be held to-morrow.

The Ladies Artist Trio.

This evening at 8 o'clock the first in a series of concerts by Eastern talent will be given in the auditorium of the Young Men's Christian Association, Mason and Ellis streets. The programme to-night will be furnished by the "Ladies Artist Trio" of New York, comprising Miss Agnes E. Bonner, the harpist, and Miss Julia Phelps, reader and pianist.

Trips Undertaken for Health's Sake.

Will be rendered more beneficial, and the fatigues of travel contracted, if the voyager will take along with him Hostetter's Stomach Bitters and use that protective and enabling tonic nerve invigorant and appetizer regularly. Impurities in air and water are neutralized by it, and it is a matchless tranquilizer and regulator of the stomach, liver and bowels. It counteracts malaria, rheumatism and a tendency to kidney and bladder ailments.

LADIES' WAISTS AND CHILDREN'S COATS!

At \$2.00. LADIES' ALL-WOOL WAISTS, made in the latest style, yoke back, full sleeves, in red, navy and black, will be offered at \$2 each.

At \$7.50. LADIES' SILK WAISTS, made of fancy changeable silks, latest styles, box-plaited and full fronts, will be offered at \$7.50 each.

At \$4.00. CHILDREN'S EIDERDOWN COATS, large square collar, trimmed with fur, large sleeves, lined throughout, regular price \$6, will be offered at \$4 each.

At \$1.50 Each. LACE AND RIBBON COLLARETTES, yoke of ribbon and boudoir silk insertion, trimmed with Russian lace, value for \$2.75, special price \$1.50 each.

At \$1.75 Each. LACE AND RIBBON COLLARETTES, yoke of ribbon and lace insertion, trimmed with Chantilly lace, in pink, blue, corn and lavender, value for \$3, special price \$1.75 each.

At \$1.50 Each. LACE AND RIBBON COLLARETTES, yoke of ribbon and Chantilly insertion, trimmed with Chantilly lace, in pink, blue, corn and lavender, value for \$3, special price \$1.50 each.

At \$2.50 Each. CHIFFON COLLARETTES, Butter and Ivory Lace Collarettes, Point Venice Lace Yokes, Black Lace Collarettes, value for \$4, special price \$2.50 each.

At \$3.00 Each. CHIFFON COLLARETTES, Chiffon Plaques with epaulettes of lace, Butter Top with Vandyke Point Collarettes, value for \$5, special price \$3 each.

At 90 Cents. 2000 pairs 8-BUTTON LENGTH MOUSQUETAIRE UN DRESSED KID GLOVES, colors tan, slate and brown, also black, regular value \$1.25, will be offered at 90c a pair.

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At \$1.25. 1000 pairs 8-BUTTON LENGTH MOUSQUETAIRE UN DRESSED KID GLOVES, colors tan, slate and brown, also black, regular value \$2, will be offered at \$1.25 a pair.

Our New Catalogue is now ready for distribution to our COUNTRY PATRONS ONLY, to whom it will be mailed free on receipt of address.

MR. ISSON WANTS MONEY.

He Sues for the Alienating of the Affections of His Dead Wife.

A COMPLAINT FOR \$30,000.

Another Suit Pending in Which He Asks for \$100,000 for Her Death on the Colima.

Yesterday afternoon was devoted by Judge Sanderson and a jury to the interesting case of Alfred Isson against George Stierlen.

Isson is suing to recover \$30,000 damages for the alienating of his wife's affections by the defendant. Isson's wife is dead—she was among the unfortunate victims of the lumber-laden Colima, but still the lacerated heart of the husband is smarting with an agony that nothing but the glitter of gold will allay.

The wounded affections of Mr. Isson are now being displayed to a jury, but behind these lurks another case, also for money, and also in the name of the dead wife. Mr. Isson is still sorrowing over her loss in the ocean, and this more serious loss can only be forgotten by the payment of \$100,000 from the Pacific Mail Steamship Company. When Mr. Isson has recovered the value of the affections he could not retain himself he will be ready to testify in the adjudication of his other suit.

The plaintiff was engaged in a business which frequently led him down the coast to Mexico, and during his absence his wife remained in this city with his brother, Robert Isson. Stierlen is Isson's brother-in-law, and he, in October, 1894, invited Mrs. Isson to live with him at his wife at 845 Castro street. He told her that her brother-in-law's place was no place for her to stay, as she would get no protection there, but that at his house she would get more protection. He went so far as to order her trunk taken to his house, but Robert objected, and so she did not go.

On another occasion Robert told his brother how Mrs. Stierlen had come down to his place of business and told him, her husband had run away with "Clara," or Mrs. Isson. Mrs. Stierlen had said she did not care if her husband ran around with "Clara," but she did not want any of the property disturbed. She was then on her way to the bank to see that her husband had left it untouched.

On another occasion Mrs. Stierlen went down to Santa Cruz to hunt up her husband whom she had heard was down there with Mrs. Isson. She saw him and heard that Mrs. Isson was there, so she came back to the City and told Robert. Robert told the plaintiff and the plaintiff told the court and the jury. Another thing Robert told his brother was that he was suspicious of his brother's wife, but he had no proof of any one besides Stierlen, but that if he had he would tell it at once. He added further that he did not want to mix up in his brother's family affairs.

The facts are the basis of the suit. Mr. Isson swears that he knew only of Stierlen's misdeeds, and he sued him particularly because he knew of no other whom he could sue. He denies that he has picked out Stierlen because he was the only one who could pay a judgment that a gentleman of lacerated affections would be willing to accept.

Isson made a model witness in his own behalf, and was always ready with something that Robert had told him. When under cross-examination, however, he

was asked to produce the evidence which he swore to, he was unable to do so.

Stierlen testified that he had never seen Mrs. Isson since she had left her husband, and that he had never seen her since she had left her husband.

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