

BUYER & REICH FOUND INSOLVENT.

An Attachment Levied at the Instance of Creditors.

CAUSE OF THE FAILURE

Attributed Mainly to the Extended Litigation Over Insurance.

THE LIABILITIES AND ASSETS.

The Latter Expected to Fall Considerably Short of the Firm's Indebtedness.

Buyer & Reich, the old and well-known importers of fancy goods, hosiery, worsteds, ribbons, etc., at 221 and 223 Bush street, were yesterday forced to suspend business, whether temporarily or permanently will only develop when a full statement of their affairs is obtained and presented to their creditors for their consideration.

The suspension was caused by the levying of an attachment by the Sheriff on a suit brought by Daniel Meyer, the banker, to recover \$31,885.42. This amount includes most of the local claims against the embarrassed firm, which are assigned to the banker to simplify proceedings.

In detail these claims are as follows: Daniel Meyer, cash loaned, \$7500; London, Paris and American Bank (Limited), loan, \$18,000; S. W. Rosenstock, loan, \$2500; Coates Thread Company, goods purchased, \$2408.44; Edward Kalisher of Steinberger & Kalisher, for services, \$500; Clarke Mill End Spool Cotton Company, goods, \$201. California Cotton Mills Company, goods, \$475.16.

Among other local claimants are Louis Tausig and Louis Hauser, each for \$500, cash loaned.

So far as can now be ascertained the liabilities of the firm are said to be something over \$100,000, while it is expected that the assets will reach not to exceed \$65,000, comprising stock in trade and book accounts.

The larger portion of indebtedness is to Eastern and foreign creditors, to whom is due some \$70,000 or more. These were all communicated with yesterday by Julius Kahn, the attorney for the unfortunate firm, and the situation described to them.

The firm is composed of Leopold Reich and Charles Buyer, and both members were so unstrung by the untoward circumstances of the firm as now surrounded with their affairs that they referred all inquiries regarding their affairs to their attorney, who made the following statement:

The firm has been thirty years in business in this city and has always borne an honorable name. The mercantile business of the firm began on Kearny street, near Sutter, as retail dealers in fancy goods, and about fifteen years ago moved to the present location.

A couple of years ago they were so unfortunate as to suffer heavy losses by fire, and owing to the fact that the fire was of an incendiary order the insurance companies refused to pay the insurance money. The result was a period of litigation extending over twenty months. On account of this litigation the firm suffered materially. The fire naturally caused a loss of more or less of their reputation, and the failure to receive their insurance for this long period handicapped them seriously.

Not only were the payments of the firm's creditors delayed, but in some of the cases the full amount was not recovered. As a result they were forced during this trying time to make loans to their creditors, and in this have already been promised the cooperation of their local creditors. It will be some time before the exact condition of things can be ascertained.

They endeavored to weather the storm by every honorable means available, but the crisis came to-day when they were attacked by the desire of the firm to always deal fairly with everybody and on their solicitation the local creditors have consented that the Eastern creditors should not be treated alike, but that all the creditors shall be treated alike.

All expedition will be used to arrive at definite information concerning the firm's affairs. An inventory of the stock will be taken and the book accounts will be examined and then the assets of the firm will be ascertained. Of course the proposition is that, if possible, the firm shall continue in business, but if this is not found to be a wise and impartial treatment for all the creditors, and in this have already been promised the cooperation of their local creditors. It will be some time before the exact condition of things can be ascertained.

As showing the estimation in which the firm is held it is only necessary to call attention to the fact that the heavy cash loans which figure in the debt of the firm were made without security that the firm's notes.

An additional feature that served to hamper the members of the firm was the presence of serious illness in each of their families.

To the mercantile community the failure was a great surprise, for though it was known that they were hard pushed at times, pending the litigation over their insurance, it was generally believed that the receipt of their insurance placed them in easy circumstances.

MARKET STREETS.

Market streets: receive transfers from southbound Powell-street cars at Ellis and Powell streets; receive transfers from north and southbound Leavenworth-street cars at Ellis and Leavenworth streets; receive transfers from southbound Devisadero-street cars at the corner of Devisadero and O'Farrell streets; issue transfers to westbound Market-street cars at the corner of Page and O'Farrell streets; issue transfers to eastbound Market-street cars at the corner of Market and Page streets.

Income cars—Receive transfers from east-bound Park and Ocean cars at Stanyan and Page streets; receive transfers from eastbound Market-street cars at the corner of Market and Page streets; issue transfers to northbound Devisadero-street cars at the corner of Devisadero and Ellis streets; issue transfers to north and southbound Leavenworth-street cars at the corner of Leavenworth and Ellis streets; issue transfers to northbound Market-street cars at the corner of Market and Page streets; issue transfers to eastbound Market-street cars at the corner of Market and Page streets.

For the Turk and Eddy street lines the following notice has been issued: From Powell and Eddy streets, west on Eddy street to Devisadero, running on Devisadero street to Jackson street, returning from Jackson and Devisadero, turning on Eddy street to Turk, thence east on Turk to Mason, along Mason to Eddy, thence along Eddy to Powell.

Transfers—Outgoing cars: Receive transfers from west-bound Market-street cars at the corner of Eddy and Fillmore streets; receive transfers from east-bound Ellis and Devisadero streets; issue transfers to west-bound Market-street cars at the corner of Devisadero and Jackson streets; issue transfers to eastbound Market-street cars at the corner of Devisadero and Jackson streets; issue transfers to west-bound Market-street cars at the corner of Devisadero and Jackson streets; issue transfers to eastbound Market-street cars at the corner of Devisadero and Jackson streets.

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JACK HALLINAN IS DEAD.

Peaceful Ending of a Rather Tumultuous Career as a Sport.

Was the Object of Much Public Denunciation, but Had a Circle of Warm Friends.

Jack Hallinan is dead. Yesterday morning the well-known sporting character and one of the proprietors of the Market-street resort, the Cremorne, succumbed to pneumonia, from which he had been suffering for several weeks. The disease found ready refuge in a constitution already undermined, and from the first his friends saw that his death was only a matter of a few weeks at most. His demise occurred at the Baldwin Hotel, but soon afterward the remains were removed to the residence of his sister, Mrs. Kate Livingston, 711 1/2 Ellis street.

Among sporting men and a certain class of theatrical performers Hallinan was one of the best-known men in the city. For nearly fifteen years his name has been associated with that class of amusements which have so often come under the ban of the respectable citizens of the city. Hallinan's career was far from being sprinkled with roses, and several times he was forced by public sentiment to close up his place, but always he bobbed up again, and continued his business at the same old stand.

Hallinan was born at Dunkirk, N. Y., forty-one years ago. While scarcely out of his teens he emigrated to Virginia City. Then in the heyday of its prosperity, here he engaged in the prosaic occupation of blacksmithing. Here, too, he imbibed the love for a sporting life, of which there was then an abundance in Virginia City, and he was the beginning of his trouble. He and the smithy afforded too slow a life, and he deserted his calling and Virginia City to come to California.

He immediately settled in San Francisco where he devoted himself to the sporting element. Wielding the sledgehammer had given him an unusual amount of muscle, and being naturally active he became noted as quite an athlete. This did not prevent him from being a paying investor, and after four or five years of increasing patronage Hallinan felt the need of more commodious quarters. At this period he was joined by Ned Holman, and together they opened the Cremorne, a true nature of the house was necessarily disclosed in the investigations.

The passing of the Cremorne, however, was only apparent. In a short time new and gaudier pictures than of old were painted on the front of the house, and the name Cremorne was supplanted by that of Midway Pleasure. Under the new name, but with the same management, the house has been doing its usual good business, demonstrating that Holman and Hallinan were hard men to down.

Among his associates Hallinan was well spoken of, and a number of sportsmen gathered about the closed entrance of the Midway yesterday to discuss the virtues of their deceased companion. He was said to be generous to his friends and forgiving to his enemies. He leaves a widow and two sisters, from the residence of one of whom, Mrs. K. Livingston, he will be buried Tuesday.

THE SIERRA FORESTS. Their Preservation for Beauty and Use Discussed by the Sierra Club.

The Sierra Club met last evening in the Academy of Sciences building and listened to several interesting reports upon the State and National parks and the forests of the Sierras.

Professor Joseph Le Conte presided, and stated that the club had met to consider the important question of the preservation of our timber and the care of the National and State parks. The rainfall, so important to our State, is dependent upon the timber. If the timber were destroyed for the use of mankind it would not be so bad, but it is the wanton destruction that makes the matter so serious.

For instance, trees 250 feet high and 12 feet in diameter are frequently cut and destroyed in order to secure one or two cuts for shakes and the rest is left to decay.

He said that the Federal Government should recall all the beautiful timbered sections of the Sierras and protect them for the benefit of all mankind.

Professor Le Conte then called upon John Muir of Yosemite Valley fame, who presented his report, in which he said: I will tell you of what I saw last summer during a six weeks' sojourn in the Sierras. Four years ago I saw the Yosemite, the entire landscape was seared and disfigured beyond description by fire and sheepmen. I witnessed all kinds of things that I was surprised to see the entire landscape restored to its natural and original beauty, and all due to the care of Uncle Sam's soldiers.

YEARS OF PROSECUTION, AND A COMPROMISE THE RESULT.

CONTRACTS NOW SIGNED. Both Sides Agree to Withdraw From the Federal Court.

FINALE OF A HARD LEGAL FIGHT INVOLVING ALLEGED GIANTIC LAND SURVEY FRAUDS.

The so-called Benson land survey cases, which have been in the Federal courts for several years, are at an end at last on a compromise. The compromise has already been agreed to by both the Government and the surveyors, whose names have appeared often upon the calendar of the United States Circuit Court, both as defendants and plaintiffs.

The Government has two sets of cases against Benson et al., one criminal and the other civil, and on the other hand, Messrs. Perrin, Glover and Reilly had some civil suits against the Government for money said to be still due them.

New contracts for the correction of about \$30,000 or \$40,000 worth of surveys, alleged to have been fraudulent, have been in the office of Assistant United States Attorney Knight during the past week, and signatures have been attached to them by both the United States Attorney and the Government.

Mr. Knight, on behalf of the Government, and the late Attorney Joseph Campbell for themselves. The meaning of this proceeding is that the Benson cases on Judge McKenna's calendar for the coming term are not to be prosecuted.

The original cases pending trial in the Circuit Court were eight in number. Four were in the name of the United States against John A. Benson and others; two against F. R. Reilly and others; one against James R. Glover and others, and one against George H. Perrin and others.

The "et al." in the Benson cases proper meant the Deputy United States Surveyors supposed to have been associated with John A. Benson, attorney and civil engineer, and the same legal phrase in the other cases stood for the bondsmen of the deputy surveyors. The civil cases were against Glover and Reilly, and also Devisadero, John D. Hall, John W. Fitzpatrick, Charles Holcomb and Charles W. Sawyer.

Ex-Congressman George C. Hazelton first began negotiating with Commissioner of the General Land Office and the Office at Washington on behalf of the bondsmen of Reilly, Hall, Fitzpatrick, Holcomb and Sawyer, a little over a year ago. In their names he offered a stipulation that they should stop summoning witnesses, make surrenders of the rejected and suspended surveys.

This proposition was referred to Surveyor-General Will H. Green for his recommendation, and by Assistant District Attorney Garter of the previous November was transmitted by Attorney-General Olney to Commissioner Lamoreux, in which it appeared that, anticipating the action of the General Land Office, a contract had been entered into by Garter for the purpose of compromising the Benson cases.

Secretary of the Interior concurs in recommending compromise in the Benson cases. The contract for compromise is such as to insure performance of terms.

Mr. Garter did not, however, carry out the telegraphed instructions, for the reason that to the other side of the street Benson was desirous of having several details attended to in the General Land Office and made a visit to Washington for that purpose. A continuance was accordingly being attempted by Assistant District Attorney Knight. Recently instructions have been received at the District Attorney's office from Attorney-General Harmon authorizing the compromise to be entered into by the surveyors.

The proposition Mr. Hazelton made on behalf of his clients provided for complete surrenders, subject to the acceptance of the surveyors, and upon the same being examined and approved by a special agent.

The amount involved in these alleged survey frauds was probably \$400,000. The surveys were made between the years 1880 and 1884, and covered about 1,000,000 acres, principally in Los Angeles, San Bernardino, Santa Barbara, San Luis Obispo, Fresno, Mendocino and Tuolumne counties.

Colonel William H. Brown was then Surveyor-General of this State, and N. C. McFarland was Commissioner of the General Land Office at Washington.

During President Cleveland's first administration his Land Commissioner—Bismark—soon achieved a national reputation by his attempt to strip the land from the Northern Pacific was a defendant. So aggressive was Sparks that he did not hold his position long, but during the short period of time he ran the land branch of the Interior Department he perpetrated a number of frauds, and some of these were very severe upon Attorney-General Garland.

The author of these letters was subsequently discovered to be Sparks himself, it is currently reported. Sparks was very bitter against Garland and called the Department of Justice a "Department of Injustice" in connection with some strictures made by the latter in a report to the President in which the Northern Pacific was a defendant. So aggressive was Sparks that he did not hold his position long, but during the short period of time he ran the land branch of the Interior Department he perpetrated a number of frauds, and some of these were very severe upon Attorney-General Garland.

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Experiments along the same line have been made in St. Louis, Chicago, Brooklyn, Boston, Philadelphia and Cincinnati, and the author of the Wilson tariff is partial to the idea.

Mr. McCoppin has an eye on the future, and hopes before a Republican President is elected to have Grover Cleveland and White House that the new depot of the Southern Pacific will have been completed and station D become the principal place for the dispatching of outgoing letters and the distribution of incoming mails.

Station D is at the foot of Market street, and the principle Mr. McCoppin is proceeding upon is that the postal business of the city must naturally trend toward the point of dispatch.

He is not in the habit of talking much about it, nor are those closely associated with him in the executive work of the Postoffice, but from the Hobart building, where the headquarters of the Market-street Railroad Company are located, it was learned that negotiations are now being made between the company and the Postmaster having reference to the proposition as a preliminary. For some reason the officials of the street railway company are also inclined to be reticent, and will not much more than admit that they are having the matter under consideration.

Joseph L. Willcott, who as secretary of both the Southern Pacific and Market-street Railway companies, is in charge of securing all and whatever business common carriers can get hold of, has been, for some time, an enthusiastic advocate of street railway mail transit. There is one great advantage in the market-street railway mail transit, and that is, it is in the legal status of a system of local rapid transit that would thus become a "post road," and as such be on the same footing as the mail-carrying railroads of the country, even to the extent of an anti-disseminated employees would not fail to remember the lessons taught by the Pullman strike.

When the new depot is built the Postoffice will have a room of 45 feet in size, if not larger. This much of a room has already been agreed upon, and there the main work of the Postoffice is to be done, leaving the lighter and administrative work to be done in the new building at Seventh and Mission streets after it is completed, and in the present accommodations until then.

If eventually the correspondence which has been passing between Messrs. McCoppin and Wilson shall result in relieving Max Popper of some of the mail carrying to and from the various stations by transferring it to the street railways, Mr. Willcott's plan will be a great success. The dashboards of the cars is to be tried. Then the city is to be so districted as to enable the gray-uniformed carriers to collect the mails and put them on the cars as speedily as possible, and to be delivered to station D, from the various districts, by the new building at Seventh and Mission streets after it is completed, and in the present accommodations until then.

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19 Royal Flush, 114 (T. McLight) 2 3/4 4 1/2 5 3/4

249 McLight, 123 (T. McLight) 1 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

287. THIRD RACE—The Produce Exchange stakes: five and a half furlongs; two-year-olds. Time, 1:08. Ind. Horse, weight, jockey. St. 1/2 Str. Fin. 287 Caliente, 123 (T. McLight) 1 4 5 6 7 8 9 10