

Judge Seawell Has Decided the Theodore Fox Suits.

HIS OPINIONS FILED.

Judgment Rendered for the Defendants in Both Actions.

CASES INVOLVING MILLIONS.

There Was No Evidence to Show Conspiracy or Fraudulent Dealings.

Judge Seawell has decided the Fox cases brought against John W. Mackay and the Consolidated California and Virginia Mining Company, and in each case judgment has been rendered in favor of defendants.

The suits were brought by Theodore Fox, a stockholder in the defendant mining company for an accounting of the affairs between the defendant company and the Comstock Milling and Mining Company, also a defendant in the suit for an accounting.

The mining company was incorporated October 7, 1884, and was formed by a consolidation of two corporations, the California and Virginia Mining Company and the Consolidated Virginia Mining Company.

Prior to November 20, 1883, these mines had very large and extensive workings, and that time the working of them had ceased to be profitable.

At or before the time of the consolidation above mentioned the California Mining Company owned the Virginia City mine, known as the "No. 1 mine," and the Consolidated Virginia Mining Company owned a mine, known as the "No. 2 mine," in the consolidated Virginia mine.

Plaintiff seeks relief upon the theory of a conspiracy between Flood and Mackay to defraud the stockholders of the Consolidated Virginia mine.

The board of directors of the mining company at its meeting held December 17, 1885, passed a resolution that the company make and enter into an agreement with Jones for the transportation of all the ore raised from the mine during the period of three years from January 3, 1886, at the rate of \$6 per ton, and provided that the ore should be taken to the company's dump and transported and milled in the usual manner.

On December 17, 1885, Jones presented to the board of directors of the mining company a written communication in which he requested a modification of the agreement of December 23, 1885, as would result in a great loss to the mining company.

On December 24, 1886, the mill company, by its president, sent to the directors of the mining company a written communication, in which he requested such a modification of the agreement of December 23, 1885, as would result in a great loss to the mining company.

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By said agreement to make return of only 70 per cent it had made an average return of 82 per cent, and by deferring the rate to 70 per cent it would result in a great loss to the mining company.

On December 23, 1885, the agreement of December 23, 1885, was modified by providing that the mill company should receive \$6 per ton for all ore shipped to the mill, and that the rate should be \$4 per ton for all ore shipped to the mill, and that the rate should be \$2 per ton for all ore shipped to the mill.

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him \$10,000 for the materials which he turned over to the company, and the evidence shows that after receiving that amount, his wife sold the materials to the Nevada Bank, and that the Nevada Bank, in December, 1885, was made by Jones alone.

It is further claimed by plaintiff that the mining company was defrauded (1) by the sale of the mill and the ore, and (2) by the mining and milling of ore which would not pay more than the cost of the mill, and (3) by the sale of the mill and the ore, and (2) by the mining and milling of ore which would not pay more than the cost of the mill.

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of \$12,500 received from the mining company in July, 1885, \$10,000 was sufficient to pay in full the balance of the remaining debt of the Nevada Bank, and Mackay was made by Jones alone.

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wrong. I feel worse over my wedding ring than over anything else.

Arthur Arlington, the man with a dozen aliases, who has served terms of five and ten years in San Quentin for robbing women on the strength of his promise to marry them, appeared in Judge Conlan's court yesterday to answer a charge of grand larceny.

The complaining witness, Mrs. Mary Louise Patterson, a widow living at 867 Howard street, testified that she became acquainted with the defendant in July last by answering an advertisement for a housekeeper. She answered the advertisement for a joke. The defendant called upon her and told her he was a wealthy man, having property in San Jose and other places.

At 3 o'clock yesterday afternoon Dr. Eusebio Calderon, the Salvadoran Consul in this City, to cable Gutierrez concerning the reliability of the information.

There is complete peace. Affectionately, GUTIERREZ.



A handsome table, polished Fire Gill, with five richly tinted Mexican Onyx top, for \$4.25. Not the cheap, flimsy kind sold at similar prices, but a solid, well-made table, worth regularly \$8. This price holds good until Saturday night, but the tables may not be better come early. Two others also go on sale at \$4.95 and \$6.80. We cannot fill country orders for these tables.

Three-five new designs in Onyx Tables, and 35 WHOLESALE PRICES.

Here at last—another big lot of B. & H. OIL HEATERS, Price \$6; shipped in at discount on receipt of price.

That Big China Store—A Quarter of a Block Below Shreve's. WANGENHEIM, STERNHEIM & CO., 528 and 530 Market St., 27 and 29 Sutter St., BELOW MONTGOMERY.

Prices Will Fall. We sell goods at lower rates this season than ever before. Immense reductions in Rattan work.

Large Rockers reduced from \$9.00 to \$6.50. Ladies' Rockers reduced from \$7.50 to \$5.00. Beautiful designs for \$3.50, \$4.00, \$5.00. JUST THE THING FOR AN ELEGANT CHRISTMAS GIFT.

Don't Wait Until the Last Week Before XMAS to Buy Your PRESENTS. In order to induce our customers to come EARLY AND OFTEN AND GET THE BEST. We will allow a 10 per Cent discount on all purchases of over one dollar in our Department.

For week ending December 14 only.

NOTE: Goods delivered free of charge to Sausalito, Hillside, Vallejo, Tiburon, San Rafael, Stockton, Hayward, Vallejo, Napa, San Lorenzo, Melrose, San Leandro, Oakland, Alameda and Berkeley.

Send for our ILLUSTRATED CATALOGUE. Mailed free to any country address.

1330 Market St., San Francisco.

Two Rivals Are Now in the Field Against the Federation. Mrs. Kneip Says She Requires no Police Star to Secure Her Admission Anywhere.

It is not plain sailing for the Woman's Federation organized shortly after the North Beach horrors came to light. Two weeks ago an independent organization with a membership of between 300 and 400 was formed, and a third element was injected into the woman's war on vice, and with the side skirmishing, the three-cornered fight promises to be most interesting.

The entire trouble seems to be over the manner in which the first mass-meeting, looking toward the formation of a woman's federation, was conducted. Those now opposed to that organization declare it to be a scheme of a few to rule the many. To substantiate this they point to what they are pleased to call the "dictatorial methods" employed in saying who was entitled to participate in the preliminary deliberations.

Only church members and representatives of societies were allowed a voice in the first meeting, and the majority of these, certain ladies were enabled to run things to suit themselves. There were over 2000 women at this meeting, it is claimed, yet only a few of this vast number were allowed to express a vote.

One particularly disagreeable feature was the proposed scheme of having a woman inspector. So great was the opposition to this idea, that a committee of hundreds of mothers, she says, appeared before the Supervisors and asked that the request be not granted. This was followed by a meeting of three established societies, the Woman's American Liberal League and the Silent Workers.

Resolutions were passed condemning the methods employed in organizing the federation, but it was found that the principles upon which it was founded, the fact that the societies will hold a mass-meeting at Metropolitan Temple Thursday evening, and it is not improbable that something sensational will occur.

This is the situation among the San Francisco women who have pledged themselves to exterminate vice in this City. One lady remarked yesterday that with so many factions in the field, all working toward a common end, yet opposed to each other, it would not be at all surprising if the movement finally fell to the ground.

At Red Men's Hall, 320 Post street, the first meeting of the newly organized San Francisco held their first meeting yesterday. Mrs. Kneip, at whose invitation the meeting was called, said it was not intended to form an organization at that time, but to have a meeting to adopt a new plan by which all women interested in such work would have equal voice and representation. Continuing, she said: "I did not intend to make any reference to existing organizations, but in this regard, I would like to say that the most useful information came to me unsolicited. The girls said that in these homes, there was no love, no Christian spirit. All the managers seemed to care for was the money."

"The life is crushed out of us in these organizations," said Mrs. Kneip. "There is too much red tape. Many rich people would furnish money if they could only be assured that it would be used to relieve the idleness, poverty and lust are the three demons which lead to all the evils in life. Let us correct the first and the task is half done. Mrs. French thinks she needs a place, but I have had no such trouble. Do I need to become a church member? Do I need to be a police star? Is there any law for me to do in this organization?"

The girls expressed a wish to a lady from the Woman's Federation, who held out the olive branch, asking all those present to come over and join the parent organization. The invitation was not accepted.

Expressed by the other ladies present expressed themselves in vigorous language concerning the work to be done, though none ventured to formulate any direct plan of action. Mrs. Kneip said that she would open a new idea at a future conference, which would be on December 16. She was satisfied that every lady present would acknowledge that her plans were the most effective and practical.

Woman Against Woman. A Cablegram From Gutierrez Denies That a Conspiracy Is on Foot to Assassinate Him.

The dispatch to the New York World, which appeared in the Examiner yesterday morning, to the effect that a conspiracy was on foot among the followers of Antonio Ezeta to assassinate President Gutierrez of Salvador, prompted Dr. Eusebio Calderon, the Salvadoran Consul in this City, to cable Gutierrez concerning the reliability of the information.

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Football for Charity. Olympic-Reliance Game to Aid Salvation Army Work.

A great deal of enthusiasm is felt over the Olympic-Reliance football game which will take place next Saturday afternoon at Central Park for the benefit of the destitute women and children of this City whom the Salvation Army is trying to aid.

Among the people who are taking special interest in the relief plan may be mentioned Labor Commissioner George Ald, who knows how deep are the needs of the most helpless portion of the community—the destitute women and the children in the ranks of poverty—in making the game a success, the Native Sons are buying tickets and a number of people who are not football enthusiasts have signified their intention of attending the game in order to assist a worthy cause.

Among his inventions were a Nickel-in-the-Slot Machine and a Gas Engine.

Because of an unhappy marriage Rolf S. Rolfsen, a mechanical engineer and inventor, shot himself early yesterday afternoon in his lodgings over the shop, 425 Bay street, which he and his brother had been conducting jointly for several years.

Rolf and Ole, the two brothers, were steady and hard-working mechanics, plugging along day by day in the hope that above stated should have been known to all of you individually, for the reason that the books of your company, and form a great part of the proceedings of directors' meetings, and expressed upon your minutes, in its books, the plaintiff does not allege that he or any other stockholder of the mining company was interested in the mine, and controlled the directors of the mining company.

None of the transactions assailed by the plaintiff in this action were in violation of the laws of the mining company. The various propositions of Jones and the mining company and the several agreements in which the plaintiff is named, and which the plaintiff complains were spread upon the minutes of the board of directors of the mining company, and were at all times known to every stockholder. In his communication to the directors requesting them to commence this suit, the plaintiff himself stated that the above stated should have been known to all of you individually, for the reason that the books of your company, and form a great part of the proceedings of directors' meetings, and expressed upon your minutes, in its books, the plaintiff does not allege that he or any other stockholder of the mining company was interested in the mine, and controlled the directors of the mining company.

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Daylight Burglary. The House of Louis Hagen, in the Richmond District, Ransacked by Thieves.

Thieves entered the cottage of Louis Hagen, out in the Richmond district, and in broad daylight, during the absence of Mrs. Hagen, got away with two suits of clothes belonging to Mr. Hagen—one a woollen suit worth \$90—also the gold wedding ring of his wife, her purse and a watch, and other valuables worth \$100. Hagen is a contractor on the Howard-street line, and has put the case in the hands of the police.

By Removing the Cause It Destroys All Human Diseases. Price, \$3 per Gallon Jar. \$1 per Bottle. Advice free. Write for pamphlet.

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