The Independent

SATURDAY..............OCT. 25 1879

RESOLUTION OF ENDORSEMENT.

WHEREAS, THE DOUGLAS INDEPENDENT, a newspaper published in Roseburg, has been published in this county for the period of three years; and

WHEREAS, said newspaper is now well established, and during a three years' trial it has faithfully served the interests of the producer and tax-payer; therefore be it

Resolved, We, the members of the Umpqua Grange No. 28, do give THE DOUGLAS INDEPENDENT our unqualified endosement, and would recommend it as a newspaper worthy the patronage of every farmer and tax-payer in Southern Oregon.

{ LS } GEO. W. JONES, Master,
J. P. DUNCAN, Secretary.

TO ADVERTISERS.

The DOUGLAS INDEPENDENT has the largest circulation of any paper published in Roseburg in the counties of Douglas, Jackson and Coos, and will furnish the proof of our assertion when demanded by responsible advertisers. KELLY & WELLS.

CANNOT DO WORSE.

The taxes for Josephine county this year, we are informed, amount to thirty-five mills on the dollar. Josephine county, since its organization, has hardly known anything else in its government but strict party rule and management in county affairs. County warrants cannot be cashed for more than 65 cents on the dollar, if for that much. Douglas county was similarly cursed for a time,and during that time we suffered from a blackmud swindle of $15,000 and the peculations of a ring which plunged the county heavily in debt. But just here the people took the matter of county government into their own hands First they elected an Independent ticket, and the county indebtedness was considerably decreased. Then came a term of old party rule, and with an Independent County Judge the indebtedness became smaller. Now with Independent county management the debt is wiped out, taxes are but 21 mills on the dollar, county warrants are worth their face in hard money, and next year the county will be run at an expense of only 15 mills. Would it not be a good thing for the people of Josephine if they would copy after the example set them by the people of Douglas county? They might try the experiment. By so doing they would not because they cannot, do worse than they are now doing.

SPECIAL COURT REPORTER.

Elsewhere it will be found that we have secured the services of the celcarated "Junius Brutus" as special reporter of Supreme Court decisions—"Unfiled."

This latest published decision in the cause of "Huat and Wah-ker vs. Tieghl," will be found unusually interesting for matter of the kind; and a perusal of it repay well the reader for the time employed.

"Junius Brutus" will hereafter furnish this paper with reports similar to the one we this week publish, as his services have been specially secured for the DOUGLAS INDEPENDENT, and our patrons may rest assured that every article from his pen will possess an attraction found only in the writings of men who write because they have something to say and are blessed with the power to plainly tell it.

* * *

Reports from Europe announce a stiffening in prices of wheat, as we predicted would be the case several weeks ago. The advance in rates is all along the line, and present indications are to the effect that the highest prices for wheat will be paid in November and December. It is also to be noticed that freight charters are becoming dearer, and owners of vessels in port at Portland are refusing to carry wheat to Liverpool and other points for $16 per ton; shipowners believing they will yet secure £4 per ton.

* * *

A Salem dispatch announces that on Tuesday, Judge Harding, at Salem called in the grand jury and read to them the governor's appointment of Thompson to prosecute the cases against the late State officials, including the portion citing Prosecuting Attorney Whitney's refusal to act. He then apponted George H. Burnett, prosecuting attorney, to investigate the charges, and if necessary prepare an indictment against Whitney for violation of his oath of office. A sensation was created in judicial circles.

* * *

We give up much of our editorial space and local columns to the report of "Junius Brutus," and the testimony taken in the case of State of Oregon vs. D. S. Stryker, indicted for manslaughter. We will make up all deficiencies in our next issue.

* * *

The London Sporting Times gravely announces that a certain jockey has been engaged to ride by the Duke of Westminister at a salary of £1,000 ($5,0 0) per annum, and that other employers who are to have a secondary right to his services will pay him as much more.

* * *

Pending the decision of the problem of what to do with Cetywayo, the gentle savage is confined in prison at Cape Town. He has four wives with him, and has ordered ten more from the Zulu country. He feels lonesome, he says, with only four.

* * *

In Iowa, Gear, Republican, beats Trimble, Democrat, for Governorihip by 80,000, and Campbell, greenbacker, by 105,000. His majority over the combined vote of his opponents is 25,000.

* * *

Russian justice does not err on the side of mercy. Out of less than 12,000 persons lately imprisoned at Moscow, not less than 10,477 were sent into banishment in Siberia.

NOVEL LAW REPORTS.

"Unfiled" Opinions of the Supreme Court in Some Select Cases at the January and July Terms, A. D. 1879.

[REPORTED BY JUNIUS BRUTUS, SPECIAL REPORTER.]

[Note. An act of the Legislature was passed in October, 1878, providing for the organization of a separate Supreme Court to consist of three judges appointed by the Governor for a term ending June, 1880. The State constitution provides that the judges shall be elected by the people; but the "eli-ku" held that provision did not apply to the present state of affairs, and thereupon the Governor, pursuant to a resolution of the "eli-ku," turned out the Supreme Judges elected by the people and appointed James Patrick Chief Justice, Selfish Reuben and Peter Simple Associate Justices. It being important for the people to understand the principles on which this new court renders its decisions, these opinions which were not filed are now published.]

Huat and Wah-ker vs. Tieghl.

HEAD NOTES.

1. Political Maxim.—"Stand by your friends," is a well settled maxim in politics. In the absence of a statute, it is hereby declared to be a part of the "unwritten law" of this State. Query, whether this fundamental rule is not more binding than even a decree of the "clike?"

2. Comity.—Where one member of this court is under political obligations to a suitor the principle of comity applies and the other members have no option to oppose his decision in favor of that suitor. The concurring opinion of Patrick C. J. in Estees vs. Nott is adopted as the law of this court.

Option-Contracts.—Where a creditor has the option to treat a debt as due or not when the interest shall be unpaid, he must be held to have elected to treat it as due or to have lost that option in some other way if that "option" conflicts with a fundamental political maxim.

4. Guaranty.—Where, in addition to putting up his property as surety for a ruinous debt, a political friend guaranties that the principal will pay the whole debt in a specified time, and the principal fails and becomes unable to pay, it is contrary to equity and to the sense of common justice that such a surety should be held to have meant to warranty such a debt.

5. Petitio Princeps. — "Begging the question" is a very important rule of law logic. Where a plausible reason must be given for a decree depriving a man of about $60,000, it is proper that such opinion should be very lengthy, and should assume the real issues as clearly with defendant, and argue earnestly on the conclusions to be drawn from these assumed false premises.

6. Conscience.—Where the opinions and decrees of this Court are of no validity and may be overturned by a Constitutional Supreme Court, it is a salve to the conscience to know that the plaintiff has not lost all by our act.

7. "Outsiders."—Where plaintiffs' attorneys are "outsiders" and one of them is popular on account of his reputed fairness and uprightness, it is a special pleasure to cinch them and and thereby weaken their influence with the people.

FACTS.

The facts of this case are sufficiently stated in the opinion of the court.

[Note, Reuben J. did not sit in this case, having tried it in the court below]

OPINION.

Patrick C. J. delivering the opinion:

This is a suit in equity to foreclose a mortgage. The Court below decided in favor of the plaintiff sustaining the mortgage on Tieghl's property. From that decree, Tieghl appeals. The evidence in the case shows the following facts, viz:—*Wah-ker lives in San Francisco*. On the 19th of August, 1874, Coal Schmit made the following note:

"PORTLAND, OREGON, Aug. 19, 1874.

"Two years after date without grace for value received I promise to pay to Wah-ker or order $100,000 with interest thereon at the rate of one per cent. per month until paid. Interest to be paid monthly, and if there be default in the payment of interest for the period of twenty days, then the whole sum, principal and interest, shall at the option of the holder of this note be immediately due and payable."

To secure this note, Tieghl put up a large amount of real estate transferring it to Huat as trustee, with an agreement that if said note became 30 days over due Huat shall after demand for payment sell the land on 30 days' notice. At the end of the two years, (August 19, 1876) $96,750 of the note remained unpaid. On October 18, 1876, C. and T. obtained an extension of time for one year from that date for the payment of the note and Tieghl put up more real estate as before. The second agreement recited the first agreement and note and provided that in consideration of the extension, C. and T. "undertake and agree that the said C. will promptly pay" the interest when due and the principal at the end of the year, and that, in default of payment of principal or interest, the whole debt shall become due as provided in the first agreement and note [i. e. interest being in default, whole debt to be due at the option of Wah-ker. Rep.] The agreement then declares—that Wah-ker agrees to extend the time for payment of principal and interest one year, or until default in payment of interest, and no longer; but if default be made in payment of interest the whole debt with then accrued interest "shall become due and payable as in said note specified" [i. e. at Wah-ker's option—Rep.] "it is distinctly understood and agreed by the parties hereto that the agreement of August 19, 1874, is not annulled, vacated, or set aside by the execution of this agreement except in so far as the same may conflict with this agreement: in all other respects, the two intruments are to be taken and construed together."

Default was made in the payment of interest January 21, 1877. Plaintiffs commenced suit to foreclose September 28, 1877, one month before the year expired, in the exercise of their supposed option. Defendant claimed his property was discharged because Huat and Wah-ker did not commence soon enough; and also claimed that he was not a guarantor of the note under said contracts.

It will be seen that the first and most important question arising upon these facts is whether the option of Wah-ker to treat the debt as due or not due on default in payment of interest as allowed in the note, and first contract was "annulled, vacated, or set aside," by the second contract; for the last extension of one year had not expired at the time suit was brought, and therefore the debt was not due except at Wah-ker's option, if that option existed, and Tieghl had no defense. Did the "option" conflict with the terms of the second agreement? That agreement provides that in default of payment of interest the whole debt shall become due and payable *as in said note specified*. So far from the "option" being in conflict with, it is actually adopted by, this italicized clause of the second agreement. Plainly, only that part of the note is annulled which provides that the note shall become due two years from August 19, 1874, and in its stead the second contract provides that the note shall become due one year from October 18, 1876. In the original note it was provided that the debt, on default in interest, should become due at the holder's "option;" in the second agreement it was provided that the debt on default of interest should become due *as in said note specified*, i. e. at holder's option. Nothing could be plainer. But to clinch the matter, the second contract expressly requires the two instruments to be taken and construed together in all respects where they do not conflict. So construing them together the contract in the note would read:

"One year after October 18, 1876, without grace, for value received, I promise to pay to Wah-ker or order $96,750 with interest at the rate of one per cent. per month from date till paid. Interest to be paid monthly. And if there be default in the payment of interest for the period of 20 days, then the whole sum, principal and interest, shall at the option of the holder of this note be immediately due and payable."

Therefore, in ordinary cases, the note could not become due without Wah-ker's consent until October 18, 1877; and this being true there could be no delay by Wah-ker in selling, and therefore Tieghl's defense would be without foundation. But this is not an ordinary case. The defendant is my special political friend. He was with me in the dark hours when I was struggling to get to the Senate; and I cannot forget that. "Stand by your friends," is a maxim in politics too well settled to be disregarded lightly. In fact we might say that it is a part of the "unwritten law" of the State. There is no statute on the subject and we are specially authorized by the Code to declare the unwritten law, to-wit: "§ 714. Unwritten law is the law not promulgated and recorded, but which is nevertheless observed and administered in the courts of the State." The lamented Andrew Jackson held to a principle nearly like this, and President Grant invariably stood by his friends. Congress and the legislatures frequently relieve sureties from their bonds. This salutary principal is thus very highly endorsed, and is of such importance as to take high rank among legal axioms. Indeed it may well be doubted whether this fundamental rule is not more binding than even a decree of the "Cli-ku." When this maxim intervenes, no "option" can be allowed to Wah-ker, and none even to my associate justices to dissent, because here the principle of comity applies with its fullest force. And we now declare the concurring opinion of the Chief Justice; in Estes vs. Nott on the subject of comity to be adopted as the law of this court. This too is a suit in equity and it is contrary to enlarged principles of equity and to common justice to believe that Tieghl would have put up in that way. The consequences will be so ruinous that such hard law cannot be enforced. Though the law in the case is perfectly plain, equity must regard the consequences and will not enforce the law in such a case. Such I am informed by Judge B. Ransey Sniffle is the rule he acts on in his court *on proper occasions*, and he controls me, as it were. We are, therefore, constrained to give the case to Tieghl. Still we are aware that such an opinion as this may not be filed. It would be fatal to any re-election. People might say in a spirit of wrong-doing and for political capital that it was highway robbery of the eclectic species. Still it is necessary that some opinion be filed. It is true the constitutional provision requiring opinions to be filed does not apply to this court, as we have already held; but policy demands that we file an opinion and make it as plausible as possible. Ah! I have it! I remember when I was at Princeton college I mastered the rule of logic known as *petitio princeps*. It is a first-class rule in such cases as this, and we hold it also to be a part of the "unwritten law" of this State. I will therefore "beg the question." I will assume the real point in the case to be in favor of defendant, and assert without argument or reason or authority that plaintiff's option expired forever at the end of two years from the date of the original note (Aug. 19th, 1874,) and, with that false premise, I will reason upon the consequences flowing from that position as discharging the surety. It is true the claim of discharge by the surety, even with that premise, is quite doubtful, but I can make it plausible and cite a large array of authorities. In addition to that, I can make the case very long and discuss other unimportant questions with profound gravity, so as to hide the real issues from the casual reader. In a word, I might say I will play the cuttle fish and emit dirty water to hide in its discoloration. Scarcely anybody besides the attorneys in the case will examine so long an opinion carefully, and if they make an outcry the people by reason of their law-abiding education, will presume in favor of the Supreme Court and think the attorneys are only angry because they lost their case. Besides that, the attorneys will be afraid to incur displeasure by attacking the decision in the press. Still some attorney might have the courage to explain this matter to the people, and if so he will probably be prepared to brave our anger and fight us on all points. We are compelled, however, to risk that, and trust to sly threats of disbarring him for presuming to call into question the righteousness of our decision.

Therefore, on the question of "option," we will assume that no option existed after Aug. 19th, 1876, thus begging the whole question, and the opinion which we *file* shall only contain the following on that subject:

"After the note became payable by the lapse of two years that option was gone. *** On the 18th of October, 1876, the several parties entered into a new contract whereby the time for the payment of the debt was extended for one year from that date in case the interest should be paid every month, but making the whole debt absolutely due upon the failure of Coal Schmit to pay the interest promptly at the end of each month. By this contract, it was no longer optional with Wah-ker to consider the debt as due or not due upon the failure to pay the interest punctually. That option given him by the first contract, was taken away and a default in the payment of a month's interest rendered the entire debt due at once. It became due by the terms of the contract and independent of the will of the parties."

By thus silently and contemptuously disregarding the real question in the case, and assuming that there could be no necessity for argument on the "option" question, we put a bold face on the matter and that is a very strong argument itself with the unthinking. So, too, the same style of reasoning applies to the question whether defendant is a guarantor. "Guaranty is a contract by which one person is bound to another for the due fulfillment of a promise or engagement of a third party" (2 Pars. Cont. 3.) "No special form or words are necessary to constitute a guaranty" (2 Pars. Cont. 5.) Now it is plain that T. entered into an undertaking that C. would pay the debt; he in effect says, I undertake (which means, hold myself bound) that C. shall fulfill his said contract. Suppose he had said, "I bind myself by this agreement that C. will pay the note when due," could there be any doubt that it was a guaranty? The language used is practically the same. Hence we must "slur" over this point also and only comment slightly on it as follows, viz:

"We do not consider that Tieghl incurred any personal liability to pay C's debt by this clause in the agreement. There is no promise by him to pay anything. (Guaranty never is; it is only a promise that another will pay--Rep.) and the parties themselves specify in the same sentence and as a part of it what should be the consequence of a non-payment by C." to-wit: that the whole debt become due as provided in the note. "This clause in the agreement is simply that in consideration of the extension of the time for payment C. and T. promised not that they [of course not, for it would not then be a guaranty but a direct indebtedness—Rep.] but that C. would pay the debt. This certainly did not create any personal obligation on the part of T. to pay anything. If it was his intention to become personally liable for C.'s debt, doubtless it would have been so expressed in the agreement."

Oh, most sage conclusion! "Water is water," quo' Dogberry, "because—it is water."

There is another circumstance in this case that has influence on this opinion. We have already decided that ours is not a constitutional court; and we hold our position by usurpation backed by the commander in chief of the army and navy of this State. But when a constitutional court is elected, as it will be next June, our decision in this case may be overturned. The judgment in favor of plaintiff in the court below was by a constitutional circuit court; the appeal to this court may be held simply void, and the judgment below ordered to be enforced. This is a great salve to our conscience, for though I have often shielded myself from adverse criticism and gained a reputation for honesty by my seeming stupidity and credulity, yet the truth is I am not so stupid, any more than was Lucius Junius Brutus, the ancestor of our special reporter. So we are gratified that plaintiff will still have a chance. *Our* strutting is but a *masquerade*.

Another fair principle of decision in this case, if we found it necessary to further support our judgment, would be the fact that plaintiff's attorneys are not of the "Cli-ku," and as one of them is dangerously popular on account of his uprightness and fairness, it affords us peculiar pleasure to cinch him. "Outsiders" who are supposed to be dangerous must in this way, be deprived of the confidence of the people, and their influence weakened. However we decree that this opinion be not even written but that it be left entirely to Junius Brutus our special reporter of "unfiled opinions."

Simple, J. concurring specially:

Like the "old chief" in that other case, I concur, specially, too, on the ground of comity; but I take greater pleasure in reversing this case because I don't like one of plaintiff's attorneys. He talks about us when we decide against him. They'll find they don't make much by abusing this court. We have to work hard enough on small pay without being abused in the bargain. Besides that, I swan, I can't see what rights a Californian has got against a pioneer Webfoot. We've got enough of these new immigrants' anyhow.

JOHN L. ARZNER,

CANYONVILLE, OREGON,

BLACKSMITHING & WAGON REPAIRING NEATLY DONE.

Horse-shoeing a specialty, and satisfaction guaranteed. Terms low for cash or approved credit, and work done when wanted. Those indebted to me are hereby notified that all outstanding debts must be paid by January 1st, 1880; by so doing all old patrons will do me a favor, and find me able to put in a first-class stock in the coming Spring. The stock will be there; but I wish a settlement with old friends, and with a full stock be able to sell them work cheaper than ever.

JOHN J. ARZNER.

CHARLES KIMMEL,

WAGON MAKER & REPAIRER,

CANYONVILLE, OREGON.

I am prepared to do first-class work, at low rates, and in a manner to satisfy all who patronize me. My work is my recommendation, and if it will not speak for itself, I do not wish for patronage. My only wish is you try my work, and learn my prices, and if they do not suit you no one can.

CHAS. MIMMEL,
Canyonville, Oregon.

WEEKLY LINE of STEAMERS

SAN FRANCISCO

—FROM—

COOS BAY

ARCATA.

CAPT. G. HOLT..........COMMANDE

GUSSIE TELFAIR.

CAPT. CHAS. BATLER. COMMANDER

For Freight or Passage Apply to

FRANK BARNARD & CO 213 JACKSON ST., San Francisco.

—OR—

FRED SCHETTER, Empire City.

HERMAN'S HOUSE.

AT DRAINS, OREGON,

CAPT. H. ANLAUF,

—PROPRIETOR—

This house has been fitted up under popular management, and none but the best brands of Wines, Liquors and Cigars will be retailed to the public. This is guaranteed. Oysters, Sardines, etc., furnished those who wish them, and a separate room is provided for ladies and their escorts. Families supplied with liquors on the best of terms. It is my determination to keep an orderly house, and deal fairly with all. A full share of public patronage is respectfully solicited.

W. F. OWENS & PLYMALE,

Fowarding and Commission

AGENTS,

ROSEBURG.................OREGON

Will give special attention to fordwarding goods consigned to their care. Freight money advanced. Commission reasonable. All business in this line shall receive our strict attention.

All goods consigned to our care should be marked, "G B. A." Roseburg.

FOR SALE

I have a fine lot of Spanish Mereno rams perfectly sound, which I offer for sale very cheap for cash. All those wishing to improve their flocks will do well to call and see for themselve and buy if suited. Six miles from Roseburg, Douglas Co., Ogn.

H. CONN, Sen.

CITATION.

J L SMITH, ADMINISTRATOR OF the estate of Richard Smith deceased, and Martha A. Smith, deceased, having filed his petition in the County Court for a license to sell the real property belonging to said estates, consisting of the Donation Land Claim Notification No. 5403 consisting of Lots Nos. 3, 4, 5 and 6 of section 28 township 23 south range 5 west, containing 108 94-100th; and the northeast half of the northwest quarter, the north half of the north east quarter and the southeast quarter of the northeast quarter of section 33, township 23 south range 5 west 200 acres; east half of said Donation Land Claim belonging to Martha A. Smith, deceased, and the remainder to Richard Smith, deceased. Also the northwest quarter of the northwest quarter of section 34. 24 acres in section 27 and 28, commencing at the southeast corner of the Donation Land Claim of Robert and Susan Smith, running thence north 12 rods, thence west one mile on a line parallel with the south bounding line of said Donation Land Claim; thence south 20 rods to the south line of said land claim, thence east along said south bounding line one mile to place of beginning; the south east quarter of the southwest quarter of section 25. The northwest quarter of the northwest quarter of section 34; the southwest quarter of the northeast quarter of section 33; the west half of the northwest quarter of section 34; the south half of the northwest quarter section 33 and lot No. 4 section 27, all in township 23 south range 5 west Willamette Meridian, in Douglas county, Oregon. It was therefore ordered that a citation issue to the heirs and all others interested in said estate to appear in said Court on Tuesday, January 6th, 1880, to show cause, if any there be, why an order of sale should not be made as prayed for in the petition.

By order of the Court.

T. R. SHERIDAN,
County Clerk.

Roseburg Ogn., Sept. 24, 1876.

H. L. MURTON,

ROSEBURG, OREGON,

Forwarding & Commission Agt.

All goods consigned to my care will be promptly forwarded to points of their destination without fail. All business entrusted to my care will be carefully attended to. Grain or other articles taken on storage at lowest rates. Sole agent for the celebrated Myrtle creek Flour. Address

H. L. MURTON,
Roseburg. Oregon.

HUGH FOSTER.

—AGENT FOR—

WILMERDING & CO,

Importers and Wholesale Dealers in

FINE WINE & LIQUORS.

214 and 216 Front Street,

San Francisco.

—GREAT REMEDY—

Strongly Recommended by the Medical Faculty for

Nervousness..........Weakness,
Debility..............Dyspepsia,
Indigestion...........Chills,
Fever.................Etc., Etc.,

SIMMONDS'

—NABOB—

WHISKY

In Bottle and by the Gallon.

Consumers are referred to the following extracts from the reports of eminent Public Assayists:

Labratory and Office,
No. 4, State Street, Boston.

Geo. Simmonds, Esq.: Sir—The samples of NABOB WHISKY received from different parties, have been analyzed with the following results: It is of standard alcoholic strength and free from added flavoring oils, acids, metals or other deleterious substances. This whisky is pure, of superior quality, and suitable for dietic and medicinal purposes. Respectfully,

S. DANA HAYES,
State Assayer for Massachusetts.

This is pure barley and wheat spirit, remarkable in fragrant ethers which impart a delicate aroma, at the same time gradually increasing its value as a diffusive stimulant. The solid residue contains large amount of tannin, derived from storing in oaken casks, which imparts to fine old whisky one of its valuable individual qualities. The amount of residue proves the whisky to be free from the excessive coloring and sweetening so generally used in adulterating. In fact, in two words, it is the PUREST WHISKY, and will not only supply a public want, now that whiskies are so generally adulterated, but will be of the greatest value to the physician in those numerous cases in which pure whiskies are the most useful of all medicines.

G. COOK.

100,000 Cases Sold on

The Pacific Coast within the last year.

☞None genuine unless labelled with my signature over the cork.

G. SIMMONDS.

S. MARKS & CO.

AG'TS. ROSEBURG, OGN.

SCHULTZ & VON BARGEN

Importers and Dealers in

FOREIGN & DOMESTIC WINES

LIQUORS AND BRANDIES,

Also Agents for the

CELEBRATED

J. H. DAVENPORT

BOURBON WHISKY.

S. E. Corner Ft. and Cal. St.

SAN FRANCISCO, CAL.

Represented by CHARLES KOHN.

—MEDLEY S—

VEGETABLE DANDRUFF EXTRACTOR.

An entire new discovery. The best preparation for the hair that has ever been presented to the public. It will immediately free the head from all dandruff and scurf, and produce a new growth where it has fallen off. It will stop the falling out of the hair in a few days, if faithfully applied, and it will turn gray hair to its original color.

This vegetable remedy is recommended by a large number of physicians, and by every one who has used it. It is sold at a very low price in order to introduce it to the Douglas county market.

None genuine unless signed by the proprietor. Address, JOHN MEDLEY,
Oakland, Oregon.

MEDITERRANEAN WHEAT

Is the best seed wheat now in the market, and I will sell the same at

One Dollar per Bushel.

The Mediterranean wheat has been ascertained by experiments to be the best of seed wheat, and produces larger and better crops than any other seed wheat. This seed is sold at Portland at $3 per bushel, while I will sell the same at $1 per bushel for the present only. H CONN, Sr.

NOTICE.

Being about ready to start for San Francisco to purchase our Fall stock of goods, we desire an immediate settlement of all accounts standing upon our books. Those indebted to us will bear it in mind that this is a final notice to them and will save trouble by settling at once.

CARO BROTHERS.

ROSEBURG MILLS,

JONES & GATES,

PRORIETORS.

THE ST FLOUR IN THE MARKET

The Flour of these mills has gained in popularity until it has come to be known by purchasers as the best in the market.

Orders from home and abroad filled promptly. Address,

IONES & GATES, Roseburg.

Lime for Sale.

The Best of Lime.

CHEAPEST OFEFR'D

—AND—

Suited to al' Purposes

—FOR SALE AT—

S. MARKS & CO'S.

THE STAR SALOON.

Fine Liquors and Cigars

ON HAND CONSTANLY.

Give me a Call at

SALOON OPPOSITE HAFFENDEN'S.

J. D. HANKS. PROP.

Notice of Assignment.

NOTICE IS HEREBY GIVEN THAT Thomas Morris, merchant of Oakland, Douglas county, Oregon, assigned all his property for the benefit of his creditors, on the 21st day of August, 1879, in proportion to the amount of their respective claims, and all parties having claims against said estate must present the same under oath as to their correctness within ninety days from date of first publication of this notice.

I. R. DAWSON,
Assignee.

Care A. M. HENDERSON, Oakland.
Sept. 6 1879.

L P Fisher

Sheridan Bros., Roseburg, Or.

The firm would announce that they have just received and now have on hand one of the

Largest Stock of Hardware

Ever brought to Douglas county, and when added to their STOVES OF ALL PATTERNS and READY MADE TINWARE, they are prepared to declare they have the best supply in their line of any establishment in Southern Oregon, which they propose

SELLING CHEAPER THAN ANY ONE

can purchase elsewhere.

In the shape of building materials —in the way of locks, butts, etc, we can offer superior inducements to purchasers. Try us.

We can give you bargains in the following brands of stoves, not equalled elsewhere——Buck's, Bonanza, Farmer, Utility, Dexter, Pacific, Wide West, Clarendon, Occident, Iron King, Empire City, and other stoves and ranges.

The best of workmen are constantly employed in the manufacture of our Tinware, and buyers should learn our prices.

We have also baragins to offer in guns, such as Winchester, Sharp and other Rifles, as well as in Shot-guns and Pistols.

We are also Agents for the White, Peerless and New Home Sewing Machines, which we sell at lowest rates and warrant as complete in every respect.

We can also supply——

Averill and Rubber Paints,

The best in the market, at the lowest rates.

Give us a call, inspect our stock, inquire as to our prices, and we promise to suit all if any one can.

SHERIDAN BROS.

LUMBER! LUMBER!

MOUNT SCOTT MILLING COMPANY

J. M. ROWLEY,

WOULD ANNOUNCE TO THE CITIZENS of Douglas county and vicinity, that he has purchased an interest in

Trask's Sawmill,

On the

NORTH UMPQUA!

And has taken

FULL CONTOL OF THE SAME.

He has had 20 years experience in the business of lumber-making, and guarantees to all customers perfect satisfaction. He will deliver all kinds of

DRESSED AND PLAIN LUMBER

At Roseburg or elsewhere cheaper than can be purchased from any other mill, and, all orders will be promptly filled. Contractors and builders will find it to their advantage to inquire for terms and prices.

He is also a practical architect and builder, and all having such work will be benefitted by calling upon him before going elswhere.

J. M. ROWLEY.

—McGREGOR'S—

BUCHER SHOP!

Having purchased the bucher-shop of S. Cramer, I am now prepared to furnish customers with the finest of

Beef, Pork, Mutton

At lowest rates. I would call attention of consumers to the fact that I have one of the best cutters, and am prepared to furnish meats as desired. Always fat cattle on hand.

Give me a trial and if I do not suit you as to quantity, quality and prices, then I shall not complain if you go elsewhere.

L. McGREGOR,

Roseburg, Oregon.

COME AND SEE THE

NEW STORE.

HAFFENDEN

BROTHERS.

Have just opened a

First-Class PROVISION

—AND—

GROCERY

STORE

At S. Marsks & Co's. Old Stand,

ROSEBURG.

—;

Their stock consists of

STAPLE AND FANCY

GROCERIES

Of the choicest quality, and including

Country Produce.

They are prepared to stand by their

MOTTO:

Full WEIGHT

Choice GOODS

—AND—

Low PRICES

—FOR—

CASH.

FARMERS AND ALL OTHERS

WILL FIND A READY

MARKET HERE FOR ALL

CHOICE PRODUCE.

HEFFENDEN BROTHERS.

BLACK SMITHING,

Dearling and Gibson,

OAKLAND, OGN.

Would announce to the public that they are prepared with the best of material to supply all demanps in their line. Having enjoyed over twenty years' experience in their trade, all work performed by them is guaranteed to be first-class, and strictly according to order.

Gibson's Celebrated Harrows,

FOR SALE BY J. W. STRANGE, ROSEBURG.

Pronounced by all who have used them to be the best ever invented, always on hand and for sale cheap.

FARM MACHINERY REPAIRED,

Give Them a Call.

The Promoter and Perfector of Assimilation.

The Reformer and Vitalizer of the Blood.

The Producer and Invigorator of Nerve and Muscle.

The Builder and Supporter of Brain Power.

Fellows' Compound Syrup is composed of ingredients identical with those which constitute Healthy Blood, Muscle and Nerve and Brain Substance, while Life itself is directly dependent upon some of them.

By its union with the blood and its effect upon the muscles, reestablishing the one and toning the other, it is capable of effecting the following results:

It will displace or wash out tuberculous matter, and thus cure Consumption

By increasing Nervous and Muscular Vigor, it will cure Dyspepsia, feeble or interrupted action of the Heart and Palpitation, Weakness of Intellect caused by grief, worry, overtax, or irregular habits, Bronchitis—Acute or Chronic, Congestion of the Lungs, even in the most alarming stages.

It cures Asthma, Loss of Voice, Neuralgia, St. Vitus Dance, Epileptic Fits, Whooping Cough, Nervousness, and is a most wonderful adjunct to other remedies in sustaining life during the process of Diphtheria.

Do not be deceived by remedies bearing a similar name: no other preparation is a substitute for this under any circumstances.

Look out for the name and address J. I. FELLOWS', St. John, N.B., on the yellow wrapper in watermark, which is seen by holding the paper before the light.

Price, $1.50 per Bottle, 6 for $7.50.

Sold by all Druggists.

Sole Agents for the Pioneer Misions Woolen Mills for North Pacific Coast.

J. D. SCHARFF,

REPRESENTING

NEUSTADTER BROS.

Manufactures of the

STANDARD SHIRTS

—AND—

GENT'S FURNISHING GOODS.

67 and 69. Font St, Portland, Ogn

TO RENT.

The elegant suite of rooms formerly occupied by Dr. Cozad in S. Marks & Co's. new building, Roseburg. These rooms are in every way suited to those who wish an elegant office and private consultation room.

TO PHYSICIANS.

FOR SALE.—The furniture, fixtures, etc., of the above room, comprising office and bedroom articles, and ready for immediate occupancy. Also a fresh and carefully selected stock of drugs, embracing everything necessary for the use of a regular practitioner of medicine.

The above will be sold extremely low for cash or approved security. Enquire of

ASHER MARKS.

Chinese Labor Furnished

DONG,

CONTRACTOR FOR LABOR, ROSEBURG,

Is prepared to furnish all kinds of Chinese labor on the best of terms. Contractors and others will do well to give him a call. Inquire at Wa Gee Washhouse, or John Lee, at Cosmopolitan hotel.

NEW STATE HOTEL,

Opposite W. F. Co's. Express Office,

CORNER 3d & CALIFORNIA

Streets, Jacksonville, Oregon.

Meals at All Hours,

New Rooms and Clean Beds. Satisfaction Guaranteed.

C. W. SAVAGE, Proprietor.

P. C. Snyder,

PRACTICAL CARRIAGE AND WAGON

MAKER.

Has opened a shop in Roseburg, next door to Watkins' Brothers, and he is prepared to do all work in his line at low prices and on short notice. A specialty made of

UNDERTAKING,

In which he is prepared to give satisfaction and lowest rates.

DR. S. K. RAYMOND.

DENTIST, LATE OF OAKLAND, OGN.,

Having permanently located in Roseburg, is prepared to do all work in the dentist line in first class order. Give me a call at the house next door to Oake's picture gallery.

NEW STORE!

NEW GOODS! LOW PRICES

S. MARKS & CO.

Woud Inform their patrons that they have moved to their new brick store, and are in receipt of the

LARGEST STOCK OF

GENERAL MERCHANDISE

EVER BROUGHT TO ROSEBURG.

This Stock was selected by one of the members of the firm in the San Francisco market, and embraces all styles and

LATEST PATTERNS IN

LADIES' FANCY and PLAIN DRESS GOODS, LACES, EMBROIDERIES,

SCARFS, COLLARS, LINEN SUITS, NECKTIES, PARASOLS, KID GLOV

With us there is also to be found a full assortment of

Ladies' UNDERWARE

In the line of Ladies', Misses and Childrens'

Shoes and Gaiters.

Our stock is so complete that no one can fail to be suited.

We have with the above a full Stock of

CHILDRENS' FURNISHING GOODS!

Which we offer at the lowest rates, and which will be found satistactory to all who examine it.

GENTLEMENS'

FURNISHING GOODS

Under this heading there is everything to please the tastes of all.

Every Latest Style Introduced

And all Goods of the best materials and improved finish,

—EMBRACING—

Gentlemens' Underwear,

EVERY STYLE YOUTHS' CLOTHING,

DRESS & BUSINESS SUITS,

HATS, CAPS, ETC.

ALSO A FULL AND COMPLETE STOCK OF

Groceeris, Crockery, Glassware

HARDWARE, PAINTS, OILS, WINES

AND OF LIQUORS.

Grain, Wool and Produce of Every Description

Bought and Highest Cash Price Paid for Them:

Patrons will take notice that as our stock was purchased after the decline in prices in San Francisco, we are prepared to sell goods cheaper than any other house in the city.

ROSEEBURG, Oregon. S. MARKS & CO.

ANOTHER TRIUMPH FOR THE WEBB-OT STATE!

No MORE KIDNEY TROUBLES

NO MORE BACK ACHES!

Oregon has long been noted for the wonderful variety of her natural resources. Her hills and vallies are stored with the choicest of Nature's lavish gifts. One by one these elements of her greatness are being sought out, understood and adapted to the use of her people. The latest of these discoveries is

THE OREGON KIDNEY TEA,

A plant which grows in the mountain fastnesses which are seldom trodden by the foot of man. This remedy presents the leaf in its natural state, and is not one of those nauseous liquids, put to sell, and which too often cover noxious and deleterious drugs, but is kind nature's own remedy her "last, best gift to man." The tea made by steeping this leaf is a CERTAIN AND SPEEDY CURE FOR ALL DISEASES OF THE KIDNEYS AND URINARY ORGANS.

The leaf is put up in air-tight tin caddies which preserve intact its peculiar medical properties and the decoction is made by the person using it, thus securing its absolute purity.

There are thousands afflicted with diseases of the kidneys or urinary organs who suffer in silence rather than make known their troubles. Others seek relief by the use of various patent medicines which, if they do not aggravate the disease, at least do not lessen it. Even those who secure the advice of physicians often fail to get relief, owing to the very complicated and delicate nature of the organs affected. The **OREGON KIDNEY TEA** is a strictly vegetable production and will not injure the smallest child, nor the most delicate woman, but will cure Pain in the back and Kidneys, Non-retention of Urine, Leucorrhœa, Diabetes, Inflammation of the Bladder or Kidneys, Brick Dust Deposit in Urine, Painful or Suppressed Menstruation, and all complaints arising from a diceased or debilitated state of the kidneys or urinary organs of either sex.

Many mistake the pains arising from defective action of the Kidneys for RHEUMATISM, and in attempting to cure the latter by outward applications, fail entirely to reach the seat of the disease. We do not offer the OREGON KIDNEY TEA as a specific for Rheumatism, but are satisfied that many cases of so-called RHEUMATISM would yield to its remedial virtues.

Full directions in English and German Accompany Each Package.

Hundreds of Testimonials received from some of our most respected citizens.

Sold by all Druggists and General Dealers.

PRICE, ONE DOLLAR.

HODGE, DAVIS & CO., Props., Portland, Ogn.

GREAT REDUCTION IN RATES!

ROSEBURG AND COOS BAY

STAGE LINE!

THROUGH IN 64 HOURS

—FROM—

ROSEBURG TO SAN FRANCISCO

Making connections with the Ocean Steamers. Steamers arrive and depart every week certain, and sometimes twice a week.

—FROM—

Roseburg to Coos Bay!

IN ONE DAY!

FARE TO SAN FRANCISCO by this route, $14.50; Fare to Coos Bay, $6.00.

The proprietors of this line would announce to the public that they have made the above reduction in rates of travel, and with fine horses and best of stages, are prepared, better than any one else, to furnish accommodations to travelers who patronize them. The time of transit is short, the road good, and there is no detention on the route. The drivers employed are experienced and polite, and with all will show every possible attention.

The time of arrival and departure of steamers may be learned upon inquiring at the Metropolitan hotel.

For further particulars, inquire of

P. G. STICKLAND, Agent,
Metropolitan Hotel.
F. SCHETTER, Agent Empire City.

WM. R. WILLIS,

At'y-at-Law

ROSEBURG, OGN.

GO TO S. HAMILTON'S

NEW DRUGSTORE

—FOR—

Drugs, Paints, Oils, Varnish, Window and Picture Glass, Stationery, Perfumery, if you wish to purchase them cheaper than at any place south of

PORTLAND.

And keeps full lines of

EDWARD TODD & CO'S. GOLD

PENS, PENCILS, ETC,

SCHOOL BOOKS, NOVELS,

LEGAL BLANKS.

Cloth, Hair, Nail & Tooth Brushes, Paint, Whitewash, Varnish & Artist's Brushes,

Windsor and Newtons tube colors, Window and Picture Glass, every size, at Lowest Price, by box or pane. Blank Books, Writing Paper, envelopes, pens. All new Patent Medicines in stock as demand will warrant. GLASS CUT TO ORDER, free of charge. Agent for

THREE MIXED PAINTS

The celebrated and thoroughly tested PACIFIC RUBBER PAINT, The IMPERISHABLE PAINT, and The ENAMEL PAINT. Agent for M. Gray, Music Dealer, San Francisco.

Prescriptions filled with dispatch, at the lowest rates. Store is accessible at night window on back street at all hours of the night. Remember the place. Brick building opposite Metropolitan Hotel, Roseburg, Oregon.

NEW TO DAY.

DR. J. A CALLENDER,

PHYSICIAN & SURGEON,

Office at residence, first house west of Judge Willis,' Roseburg, Oregon. Found during day at Higley's Drug Store, and at night at his residence.