TYLER'S TEMPER.

It Again Clogs the Wheels of Justice Before Notary Knox.

MR. NEILSON'S DEPOSITION.

More Violent Language To Be Referred to Judge Hunt-The Presence of Attorney Louderback Kindles Tyler's Wrath.

The parties interested in the libel suit of Sarah Althea Hill vs. The DAILY ALTA CALIFORNIA appeared in the law office of Murphy & Darwin yes terday morning for the purpose of further hearing the deposition of William M. Neilson before Notary Public Geo. T. Knox. Neilson stated that he had just risen from a sick bed and appeared only in obedience to the order of the Judge.

Mr. Darwin announced that since the last meeting Mr. Davis Louderback had been engaged to assist in the proceedings on the part of the ALTA.

Mr. Tyler then proceeded to further cross-ex-amine William M. Neilson, who, in reply to the Judge's question, stated: "I don't remember the date when I first saw Mr. Clement. I do not know his initials. I presume you mean the Mr. Clement who is attorney in the case of Sharon vs.

Tyler-There never was any Clement that was attorney in the case of Sharon vs. Sharon. Witness-Then I am at sea, and I want to be corrected.

Londerback-I desire to state to the Notary-Tyler-I object to two persons acting here in the capacity of attorneys to put questions. (To the witness)-When and where did you meet any

DIPLOMATIC CONVERSATIONS.

A. I met a Mr. Clement, who I was informed was associated as counsel in the Sharon case, a day prior to the giving of Mr. Cushman's deposition. I met him on the street, and he gave me an invitation to visit him at his office. My conversation with Mr. Clement was always of a diplomatic character, suiting the moment and the hour. Knowing his relation to the lady and Mr. Sharon, they were always of a diplomatic character, and not of such a character as impressed themselves they were always of a diplomatic character, and not of such a character as impressed themselves on my mind. They were always on my side used for effect, and for the purpose of getting out such instructions as Judge Tyler gave me. The diplomacy was of the hour, and not that truth which is perpetual. When the hour passed away I forgot the diplomacy.

Q. Do I understand you to say that what you said to him was not true?

A. It was very often and always, I believe, misleading; purposely misleading, and at the instructions of Judge Tyler.

Q. What instructions did Judge Tyler ever give you as to any conversations you should have with Mr. Clement?

A. Must I use the exact language?

A. Must I use the exact language? Darwin—Yes.

Darwin—Yes.
A. I remember one occasion very particularly.
He said, "I want you to devote your time to
watching this "" We had been

referring to Mr. Clement,

Notary—You must not use that kind of language in Court.
A. I asked that question, and I was instructed to

Tyler—He does this intentionally. He knows he is under your protection and the Court's, and if I say anything, I shall be brought before the

Notary-I do not think he is under my special protection.

Tyler—He seems to have been very much under

TYLER'S INSTRUCTIONS.

Witness—If I am to give the instructions of Judge Tyler, and the conversations with him, and leave out everything that was lewd and vulgar, I don't think any thing would remain. If I am to give the meaning and not the words, I will try to do it; but I was told to give the words.

Darwin—If the witness is asked to say what was said, I do not see how he can do it without saying what was said. If it contains bad words, it is the fault of the person using them originally.

Tyler—You said the language was of a diplomatic character, and was of the kind I directed you to use. I ask you what language I told you

to use to Mr. Clement?

Witness—This is being done in a way so as not to allow me to hear. Every one knows my in-Tyler-I don't intend to speak any louder.

firmity.

Tyler—I don't intend to speak any louder.

[Up to this time the examination had proceeded but slowly. Mr. Tyler refused to raise his voice much above a whisper, the consequence being that Mr. Bennett, the stenographer, had to repeat every question to the witness.]

Witness (resuming)—Giving the meaning and not the words, he desired me to watch Mr. Clement, which I did. It was the common understanding between us, that Mr. Clement was visiting at the lady's house, and was in the interest of Mr. Sharon, and that he, Tyler, knew that Mr. Clement, at Sacramento and elsewhere, had been the agent of the Spring Valley Water Company for years, and could not possibly have been brought in the case for any good purpose, in the interest of George W. Tyler and myself. He particularly requested me to devote my time, energy and power of discovering things, to find out what Mr. Clement was doing, and I did it.

Q. State if I ever at any time directed you or requested you to use any language whatever of a diplomatic character, or otherwise.

A. Most certainly. Not once or twice or thrice, but for three weeks, and very often eight or ten times a day I would repeat what I heard of Mr. Clement. I would go to Mr. Tyler's office, and he would be most particularly concerned in regard to Mr. Clement, and would change his opinion and advise that this and that and the other thing should be done. It is utterly impossible for me to quote the whole of the language you used, because, as I have said, it changed with kaleidescopic effect. The whole tendency was to find out and get on the inside of Mr. Clement and discover what was being done. The instructions of Judge Tyler from first to last were to find out what the "game," as he called it, of Mr. Clement was.

SPECIFIC LANGUAGE.

Q. 1 desire you to state any language that I re-SPECIFIC LANGUAGE.

Q. I desire you to state any language that I requested you to repeat to Mr. Clement.

A. I remember on one occasion that I was to say to Mr. Clement that Mr. Charles N. Fox would be a very good man to talk to on the subject of the suit of Sharon vs. Sharon; that I was to tell him as Mr. Fox had been the attorney of Spring Valley, and had been the colleague of Judge Tyler in the Legislature, that they were on good terms, and if there was to be any approach whatever on this subject he was as good a man to do it as any one. I remember a number of precise instructions as to how I was to act when in the company of Mr. Clement, and the way in which I was to lead him.

Q. Will you point out what portion of that language you understood to be misleading?

A. Well, I thought that to be a lie from begin-

A. Well, I thought that to be a lie from beginning to end.

Notary—You must not use that language.

Witness—Well, I will say a falsehood.

Tyler—You reported me to the Court. Now, I desire you to report that to the Court, and ask that this man be punished.

Notary—Whatever statement you wish to be sent to the Court will be sent. (To the witness)—I wish you to svoid, as much as possible, using language that will give offense to any one.

Witness—Certainly; I am studiously doing that. The gentleman asked me what part of that language I considered misleading, that is, equal to a lie or falsehood. I withdrew the word lie, and said falsehood. I withdrew the word lie, and said falsehood. I believe the whole of Judge Tyler's statement to be uztrue and misleading from beginning to end. Judge Tyler desired me to see Mr. Clement and convey to him that Charles N. Fox was a friend of his, and had been closely associated with Mr. Sharon, and that Mr. Sharon would have every confidence in Fox. The object was to get Mr. Clement out of the way at any cost. That was misleading, because Judge Tyler told me that no — — Fox or Clement should ever stand between him and this case. It was misleading to the extent that I was to make Mr. Clement

believe that Charles N. Fox could manage these things better, and he (Tyler) would yield if Fox was brought into it and Clement was got rid of. Judge Tyler intimated to me that that was only for the purpose of getting Clement out of the way. It was false and misleading to that extent, but that was the language he desired me to convey.

[Mr. Darwin here got up to leave the room.]

Tyler—I shall not proceed with this case unless Mr. Darwin is here.

Darwin—I have to go to the Police Court.

Louderback—I appear here with Mr. Darwin and am ready to proceed.

MORE CONTEMPT.

MORE CONTEMPT.

Tyler—I shall not proceed. I know if I proceed it will bring round a wordy controversy between myself and Mr. Louderback. He is the man, above all others, that I despise on the face of the Londerback-I want that taken down, Mr. No

tary.

The Notary—This may be a controversy on your

Tyler—That is the reason I don't want to go on. Louderback—I want that language reported to the Court as a contempt of Court, as conduct un-

the Court as a contempt of Court, as conduct unbecoming an attorney and a gentleman in using offensive personalities, and as being disrespectful to Courts and judicial proceedings.

Tyler—This man has appeared in a case to prosecute me for the use of language that he has used in my presence a dozen times. No later than yesterday, in the elevator at the New City Hall, Mr. Louderback used the words, "God d—n him," in the presence of myself and several others. Under the circumstances, I do not feel, knowing what I do about the man, and about his career heretofore, that I can go on and question this witness in the frame of mind I ought to be in; I am quite willing to continue this, so that Mr. Darwin can be here.

Louderback—These statements are untrue. I desire you to report to the Court all that has

desire you to report to the Court all that has taken place as a contempt of Court, as disrespectful to judicial proceedings, discourteous in the use of offensive and ungentlemanly language, and unbecoming an attorney. I appear here on behalf of the ALTA, and am ready to proceed.

Tyles—I request you to report the language. the ALTA, and am ready to proceed.

Tyler—I request you to report the language that the witness has used, and let the Court determine whether I shall proceed with Mr. Louder-

hack or not.

Notary—Mr. Louderback being one of the attorneys of record in this case, and as he desires, I shall make a report to the Court. I shall continue this matter until 2 o'clock, at which time Mr. Darwin will be here, and will then continue it so that Judge Hunt may consider the matter in regard to the position taken by Judge Tyler.

"GOOD-BYE, DARLING." Judge Tyler and the lady plaintiff arose had just entered the next room, when Neilson turned to the Notary and said: "I suppose, Mr. Notary, you are acquainted with that old song, "Good-bye, Darling."

"Good-bye, Darling."

Tyler instantly returned, and demanded that the stenographer should put that down.

Notary (to Neilson)—You must understand that you must not make those remarks. The Court is

not adjourned.

Neilson—I preaamed from the movements that the Court was adjourned. I was mistaken.

Notary—You must be sure of what you are doing. Judge Hunt has already had a great deal of trouble in this matter, and he must shink, from these proceedings, that very little respect is shown me by any one. I intend it to be understood that I will be respected hereafter.

Neilson—The man does not live who is not liable to make a mistake. to make a mistake.

Louderback—I would ask you to direct the short-hand reporter to write out these proceedings for the purpose of reporting them to the Court, accompanied by an affidavit. Tyler—I object to any affidavit by the short-hand reporter. If Mr. Louderback, ex-Judge, de-

sires to have the matter reported to the Court, I want him to make the affidavit.

The matter was then continued until 2 o'clock.

The matter was then continued until 2 o'clock.

Afternoon Session.

At 2 o'clock the parties reassembled, with the exception of George W. Tyler, who did not enter his appearance until 3 o'clock. Mr. Darwin then stated that his engagements were such that he could not be present during the taking of the remainder of the deposition, and he would leave the matter in the hands of Messrs. Louderback and Kirk, who were both attorneys of record in the Court. Mr. Darwin then left the room. The presence of Mr. Louderback appeared to affect the nerves of the irascible "George Washington," as a flag of the most sanguinary hue does the passions of a wild bull. He at once commenced a long harangue, and cited copiously from the Code to show that "this man," as he elegantly termed Mr. Louderback, had been "injected" into the case for improper purposes. After some further discussion, the Notary stated that he should leave the matter to the Court, as he did not desire to decide a point of law. cide a point of law. Louderback—I desire it to be understood that I

shall appear here during all the proceedings on behalf of the ALTA.

half of the ALTA.

It was then agreed that the matter should be presented to Judge Hunt this morning at 10 o'clock, Tyler stating that if Judge Hunt decided Louderback could continue the examination he probably would not continue the cross-examination of Neilson himself, but would substitute some one cless.

THE COLTON CASE.

Another Day's Argument by Judge Wal-lace.

The argument of Judge Wallace in the Colton

case was resumed yesterday before Judge Temple. After concluding the first point made, that of the partnership existing between Colton and the Directors of the Railroad Companies, he proceeded to show that, as surviving partners, the latter were made by law trustees of their deceased part-ner's devisees. In support of this view of the case, Judge Wallace cited a case in 57 Cal. Reports, Judge Wallace cited a case in 57 Cal. Reports, when this doctrine is affirmed, one read from the Code in support of this proposition. He then read from the evidence to prove that the defendants did not treat Mrs. Colton as a trustee should treat a ward, as they allowed her 60 per cent. on S. P. bonds, while after settlement they used the same bonds as security for 90 per cent.

In the afternoon Judge Wallace spoke at length upon the variance in the testimony as to the interview between Charles Crocker and Mrs. Colton when the return of the dividends declared by her

view between Charles Crocker and Mrs. Colton when the return of the dividends declared by her husband were talked of. She said that Crocker told her the stocks and bonds must be repaid, while he said, "It might be necessary to return the dividends." Judge Wallace said that Mr. Wilson's testimony was in support of Mrs. Colton's version, and that this proved that the defendants used adverse pressure to bear upon his client in making the settlement. After explaining some of the charges in Exhibit D., and the check for \$11,622 paid to Colton by the R. M. C. & I. Co., and by him given to Parker and Fry for payment of a stock debt, the argument ended for the day.

Hiring a Defendant.

Owing to a recent decision of the Alameda County Superior Court, holding that licenses cannot be collected under pain of fine and imprisonment as heretofore, the municipal officers of Oakland are finding some difficulty in collecting city licenses. They have their remedy by civil suit and attachment, but they do not seem to hanker after this method of procedure. They hope that possibly the Supreme Court might overrule the decision of the Superior Court, but the difficulty is to get it into the higher Court. If they arrest a man for breaking the license ordinance and conis to get it into the higher Court. If they arrest a man for breaking the license ordinance and convict him in the Police Court, he appeals to the Superior Court, and is, of course, discharged, and there the matter ends. To meet this difficulty, the City Attorney has hit on the notable device of hiring a defendant, who will be arrested and convicted and will then appeal his case to the Supreme Court, either by writ of habeas corpus or in some other way. Accordingly, he has persuaded the City Council to appropriate \$100 for the expenses of the necessary defendant. The matter is important because if the ruling of the Alameda County Court is good law, it applies to every county and city in the State.

Should be Americans.

At a meeting held in Red Men's Hall Tuesday night, the Steamship Men's Society passed a resolution directing attention to the fact that the Act of 1812, providing that three fourths of the sailors on American vessels shall be Americans, is now being grosely violated. It is claimed that scarcely one fourth of the sailors are Americans. The reenforcement of the Act is urged.

THE PRISON DIRECTORS.

Proceedings of the Board at Yesterday's Session.

ESCAPE OF SHORTY HAYES.

The "Examiner's" Statements Emphatically Denied—The Testimony of the Officers of the Prison.

The Board of State Prison Directors after being in session until midnight on Tuesday reassembled at an early hour yesterday morning. The previous night was spent in examining the bids for supplies and awarding contracts for the same. The names of the successful bidders were published exclusively in yesterday's ALTA, much to the chagrin of the representatives of the other morning journals, who were unable to get their news to the

To prevent any possible disadvantage to the State the Board decided not to accept bids in the State the Board decided not to accept bids in the aggregate, but to segregate in cases where certain lines of goods could be procured at lower rates. This decision will not be relished by many bidders who put certain goods, of which but a small quantity is required, down below cost, and made the amount up on goods which are needed in large quantities, but it will result in material benefit to the State. As an illustration, there were five bidders for groceries, which included a multitude of specified articles, but the contract was not awarded to any one of the five, but each obtained a portion of the contract where his bid was lower portion of the contract where his bid was lower

han the others.

A few bids which had been laid over were taken a few olds which had been laid over were taken pyesterday morning. The contract for dry goods was awarded to Levi Strauss & Co., hats to C. H. Meyer & Co., flannels and cassimeres to Pioneer Woolen Factory. Later in the day, during an executive session, the proposition to supply jute to the prison, made by Macondray & Co., was discussed and accepted.

IN MEMORY OF DIRECTOR GELWICKS.

Director Van Fleet offered the following:

WHEREAS, On the 24th day of November, A.ID. 1884, death a second time visited the ranks of this Board and struck down one of its members, our honored colleague, Daniel W. Gelwicks; now, therefore, as an expression of our sentiment with reference to our late member.

Resolved, That in the death of D. W. Gelwicks the State has lost an honored and efficient servant, this Board a valued and faithful member, and society a man of high and unblemished character.

Resolved, That these resolutions be spread upon the minutes of this Board as an enduring memorial of the consideration in which the deceased was held by this Board, and that an engrossed copy thereof be sent to the widow of the deceased.

After a brief and appropriate eulogy by Chairman Boggs, the resolutions were adopted unanimously. IN MEMORY OF DIRECTOR GELWICKS.

A communication was received from John F.

A communication was received from John F. English, stating that as his was the only bid for bran, barley, etc., that was accompanied by samples, he claimed the contract. As the Board had already awarded the contract to A. L. Whitney & Co., whose bid was considered lower, the communication of the commun

nication was placed on file.

The Warden was authorized to put the road leading to Greenbrae Station in good repair, and to purchase a patent gate for a sum not to exceed

The case of Bartolo Supulveda, convicted of murder at Scott's store in Santa Clara county

murder at Scott's store in Santa Clara county some years since, was again taken up. Supulveda is now serving a life sentence for the murder, which, by the testimony of those acquainted with certain facts, but who were not called on the trial, it was impossible for him to commit.

Mr. Harris, who was Sheriff of the county of the time, appeared before the Board and testined that the prisoner was in his office on the night of the murder, about 5 o'clock; that Supulveda was very much intoxicated at the time, and considering the condition of the roads, it being in January, and his condition, it was a matter of impossibility for him to commit the murder at a place twenty-eight miles distant shortly after 7 o'clock. Supulveda was convicted on circumstantial evidence only, and the Board decided to recommend his pardon.

Director Hendricks was selected to confer with Commissioner E. R. Highton on matters relative to reforms in prisons and reformatories.

The investigation into the escape of "Shorty" Hayes was then taken up.

Hayes was then taken up.

Mr. Boggs stated that reports concerning it had been published, which, if true, indicated the grossest carelessness and negligence on the part of the officers of the prison. That it was also stated that gambling games had been going on, and that Hayes had several hundred dollars when he escaped, which he had won by gambling.

had several hundred dollars when he escaped, which he had won by gambling.

Mr. Boggs said that as these charges had been made, in his opinion it would be better that the investigation be postponed until such time as the parties making the charges were notified and

parties making the charges were notified and present.

After a long discussion it was decided that as the charges had been publicly made, it would be an injustice to the officers of the prison not to allow them to deny the charges, as they wish to do, immediately. It was also stated that as a matter of fairness the proprietors of the Examiner should give their source of information, which they had previously declined to do.

Captain McAllister was called, and emphatically denied that any of the statements made in the Examiner, in connection with the case, were true. No gambling had been permitted under the present administration, nor, in his opinion, the previous one (Ames'). He last saw Hayes on Friday and the latter escaped on Saturday morning. As soon as it was ascertained that Hayes had escaped the police arthorities throughout the State were notified by telegraph.

Mr. Boggs suggested that enough testimony had been taken for the present, as it might appear as an ex parte statement as none of the persons making the charges were present. He favored a full investigation when all parties were present.

Mr. Hendricks said that as the charges had been made publicly the officers of the prison should be allowed'the privilege of denying them publicly, and he desired the other officers to give their statements.

A PUBLIC DENIAL.

A PUBLIC DENIAL.

Director Van Fleet read an extract from the proceedings of the Board in yesterday's ATTA, showing that the charges had been publicly denied. In his opinion it would do no harm to hear some of

his opinion it would do no harm to hear some of the other officers.

Mr. Fredson, captain of the dog-watch inside the walls, testified that no gambling games were carried on, and as he was around all the time, could not be carried on without his knowledge.

Dalzell, the guard in charge of the brick burning, and who had charge of the escaped convict, testified that he last saw Hayes on Saturday morning about 5 o'clock and that the statement made in the Examiner that Hayes had escaped three days previously was untrue.

previously was untrue.

Captains Aull and Reddy both testified that they had seen Hays on the day preceding his escape. Captains Aull and Reddy both testified that they had seen Hays on the day preceding his escape, and that it would be an impossibility for a faro game to be carried on by the prisoners without their knowledge. They denied in toto the charges made in the Examiner, pronouncing them unqualifiedly false.

Director Hendricks offered the following resolution, which was adopted:

WHEREAS, Charges having been made against the

tion, which was adopted:

WHEREAS, Charges having been made against the discipline of the prison and negligence on the part of the officers at San Quentin, by the San Francisco Examiner, in connection with the escape of "Shorty" Hayse; and, whereas, said officers emphatically denying said charges in every particular, therefore Resolved, That further evidence in the matter will be heard by the Board at its next meeting, and the parties making such charges shall be notified to be present and give their reasons for making them.

The Board than adjuntant The Board then adjourned.

Charles Thompson, the last of the burglars engaged in the job on Solomon Brothers' tailoring establishment at 1152 Market street, Thanksgiving night, was captured on Stockton street by Detectives Hanley, Silvey and John Coffey last night and locked up with his pals. In Thompson's room were found clippings of the accounts of the burglary from various morning papers.

THE KENNEDY HORROR.

The Murderess Admitted to Bail by Judge

FRANCISCO: THURSDAY, DECEMBER 18, 1884.

Webb.
When the examination of Sarah Kennedy, for the murder of her husband, was renewed before Judge Webb yesterday, Mr. Darwin put the ser-vant girl, Lena Volcker, on the stand for the defense. She told the same story that she did be fore the Coroner's jury, with a few embellishments and additions. One of the latter was to the effect that the little son of the defendant and deceased sood in the doorway while the pair were quarreling, and begged Kennedy not to whip his mother. The erratic witness did not think that there were any other witnesses of the shooting, because the did not see any of the people who said they were there. She was positive that Mrs. Kennedy was devotedly attached to her husband, and that he caused her much sorrow by flirting with other females, particularly by one in the same block. With this the defense rested, and Darwin argued in favor of his client being admitted to bail and the charge reduced to manslanghter. Judge Webb took the matter under ad isement until 2 P. M., and then stated that he should allow the charge of marder to stand, but would admit the defendant to bail in the sum of \$10,000. Shortly before dark Mrs. Kennedy effect that the little son of the defendant and de but would admit the defendant to ball in the sum of \$10,000. Shortly before dark Mrs. Kennedy furnished this bail, with Leopold Englander, E. Lillienthal, S. Steiner, and Mrs. Joseph Bee as sureties, each qualifying in the sum of \$5,000. Mrs. Kennedy left the prison in company with her

WILLIAM JACOBS.

Sudden Death of a Prominent Business

Man.
The death of William Jacobs, a prominent business man of this city, was announced shortly after noon yesterday. Last Sunday evening he retired in apparently good health, but on coming to business next morning he was seized with symp toms of paralysis, and was taken home. though a consultation of physicians did not give occasion for any serious alarm, he remained at home, and his friends and family did not anticipate so sudden a termination of his earthly career. But at an early hour yesterday his condition became critical, and at noon he quietly passed away, surrounded by his family. For many years the deceased has been prominently identified with the fruit industry of the State, he having in 1870 formed a partnership with A. Lusk, a prominent dealer. Mr. Jacobs was a man of great energy and foresight, and it is due to his efforts that the large canning works of this firm have been so successfully managed. In social life he was very popular, and his business associates will miss him. He was noted for his generosity to all worthy charities. His funeral will take place tomorrow at 1 P. M., from his late residence, 1501 Scott street, under the auspices of California Lodge, No. 1, F. & A. M. though a consultation of physicians did not give

Return of Emma Abbott.

Return of Emma Abbott.

The announcement that Emma Abbott and her finely organized company of operatic artists are en route for San Francisco is sufficient to stir up a wave of popular excitement. This favorite prima donna and lovely little woman made for herself a host of friends in this city, who will welcome her again with pleasure enhanced by the memory of last season's delightful performances of opera. Her company is still stronger in names and her repertory increased by several operas, the performances of which have given the company a still greater reputation in the East. "Semiramede," "Barber of Seville," "Traviata," "Heart and Hand" and "Carmen," added to the twelve works given last year, form a remarkable list from which to select, and one which must serve to increase the interest in the coming engagement, which will begin on Monday, December 29th, at the Baldwin. The artists in the company are: which will begin on Monday, December 29th, at the Baldwin. The artists in the company are: Prima donnas—Emma Abbott, Laura Bellini, Marie Hindle. Contraltos—Lizzie Annandale, Clara Bonheur. Tenors—William Castle, Valen-tine Fabrini. Baritone, Signor Tagliapietra. Basso cantante, Sig. Campobello. Bassos—Wm. Broderick, Walter Allen, and Musical Director, Sig. Tomasi. The sale of seats begins next Tues-may morning at the Baldwin Theatre.

The United States Election Supervisors. The United States Election Supervisors. If these officers are regarded by the National Government as a necessary police to prevent fraudulent registration and voting, they should be well paid for their services. Their duties are onerons and irksome. Unlike the Deputy Marshals, the Supervisos are required, during the five days of the revision of the registry, to make out a complete Precinct Registry, the number of names to be so recorded, with the numerous descriptive particulars, ranging from two hundred to four hundred. Then on election day they are required to make out and certify a complete poll-list equally relaminates. For addingency of duty they are make out and certify a complete poll-list equally voluminous. For delinquency of duty they are made amenable to heavy punishments. The statute creating the office provides that they may receive ten days' pay at \$5 per day, and when the time employed is computed, to which they must make affidavit, it is well known the duties cannot be properly performed in less time. There are loud complaints amongst the Supervisors that they are badly treated by the United States Marshal, who in turn throws the responsibility upon the offi-cials at Washington in paying off those officers with only one half the statutory allowance. Either the office should be abolished or the men employed should be fairly and honestly paid what the law

United States Grand Jury.

United States Grand Jury.

United States Grand Jurors were impaneled by Judge Hoffman yesterday, as follows: Pierre B. Cornwall, Foreman; Theodore A. Mudge, Charles M. Chase, J. B. Wooster, Wm. B. Horn, Charles H. Harrison, John A. Irwin, Thomas B. Dalton, Wm. B. Larzelere, R. J. Nichols, Horace D. Dunn, H. C. Robinson, E. H. Coe, Simon Scheeline, Watson A. Bray, H. D. Bacon, Joshna Tevis, John H. Turney, Grove Adams, Henry Wetherby, George N. Jones and Emil Alkers. The most important case considered was that of the Oakland Post Office assessment matter. The jury adjourned their session until 2 P. M. Friday next, when a number of the employees of the aforesaid department will appear and give testimony.

Deaths in the County Hospital.

Word was received at the Morgue yesterday morning of the death of an unknown man in the City and County Hospital, accompanied by a request for his removal to the Morgue. Deputy Coroner Groom complied, and ascertained later that the deceased had been picked up in a fit on the water front Tuesday afternoon, and that his name was Brummager. Late in the evening word was telephoned of the death of Ellen Riley, a domestic, aged forty years, who was admitted to the same institution shortly before 4 P. M. No further particulars accompanied the notification, and the body cannot be secured until to-day on account of the early closing of the hospital. Old People's Home.

The officers of this noble charity appeal to the generous public for a share of the Christmas gifts so freely distributed. Their large family of fity, composed of nineteen old men and the remainder composed of nineteen old men and the remainder of aged women, need everything. Groceries of all kinds, dress goods, cotton cloth, shoes, flannel, flour, fruit, vegetables, carpet, wooden and tinware, woolen stockings and socks, with woolen underclothes, will be thankfully received if sent to the Home, or called for if directions are sent to the undersigned, Mrs. C. C. Jones, Vice-President, at 501 Geary street.

Injured While Coasting.

Mrs. Anne Davey has sued the Central Gravity Bailroad Company, which operates an elevated coaster car at the corner of Eighth and Mission streets, to recover \$5,250 damages for personal injuries received on the 30th of November. She paid for a ride on the car, and while enjoying the coasting a portion of her clothing got entangled in the wheels and she was dragged from her seat and seriously injured.

Chinese Actors in Court.

Ho Ah Leong, Fook Ling and Tuey Fnng Sing, members of a Chinese dramatic company, have brought suits, by an attorney, against their manager, Chne Kum, to recover \$1,000 each for damages caused by malicious arrests and assaults committed by the defendant on the 17th of June last. On and after January 1st the Postmaster at International money-order offices in the United States will issue money orders, payable at the British Post Offices in Constantinople, Turkey. BOARD OF EDUCATION.

An Adjourned Meeting Held Yesterday Afternoon.

CLOSE SCRUTINY OF BILLS. INSURANCE COMPANY

Several Suggestive Demands Referred to the Committee for Explanation—Duffy's Wrecked Buggy and Its Cost.

tion was held last evening at 5 o'clock. Present, Directors Melcher, Beach, Hoitt, Conklin, Cahalin, Danielwitz and Travers.

Superintendent Moulder read a communication

An adjourned meeting of the Board of Educa-

from Mrs. Banning, principal of the Sanchezstreet School, calling attention to a mistake in the action of the Board on Tuesday evening in establishing a new class and the appointment of a teacher. There was no necessity for this, as she could easily take charge of all the pupils and thus save the expense. Upon this statement the action was rescinded, and Miss Duffy was returned to the list of substitute teachers.

In accordance with a report of the Classification Committee, Miss A. E. Southerland and Miss M. E. Ewing were regularly elected for the substitute

EXORBITANT BILLS.

class.

EXORBITANT BILLS.

The Chairman of the Finance Committee sent a ponderous package of bills to the desk with a recommendation that as they had all been carefully examined and found correct they should be paid. In place of the desk reading them off in a hurried manner and railroading them through, the package was taken in charge by Superintendent Moulder, who volunteered to serve as clerk. He proceeded to read carefully the name of the person or firm making the demand, and in case anything appeared suspicious, he would examine the bill by opening it and reading the items with the charges. The first half a dozen passed without comment, being for sums less than \$50, but the next bill, that of G. Raisch, calling for \$1,166 66, caused him to give it a close scrutiny. It called for 1,000 joints of stove pipe. Upon inquiring what this was for, Mr. Travers, Chairman of the Furniture and Supply Committee, said he had signed the requisition for the use of the new school buildings, the Moulder and Cleveland Schools. A closer search for truth showed that the former only needed 300 joints and the latter 400. As for the remainder, Raabe, Head Carpenter, had told Travers that the Department had no joints on hand, and three hundred or more would be handy things to have, so the requisition was signed for the whole. Superintendent Moulder made a hasty calculation of the number of feet required for the two buildings, which showed that the bill was altogether too steep in every particular, and on his motion the demand was referred to the Finance Committee for examination.

Not long after this came a bill from P. J. O'Brien for \$53 35, being for sundry repairs to a buggy from August 26th to November 14th. This

O'Brien for \$53 35, being for sundry repairs to a buggy from August 26th to November 14th. This bill was inquired into, when it was found to be caused by one Duffy, an employee of the Department, who was run away with some months ago and his buggy wrecked. Babe refused to sign the bill, but H. G. Platt, a former member of the Board, signed the order. This bill was also sent back for revision.

The final payments on the Moulder and Cleve-land School buildings, amounting to \$10,144, were passed without question.

CHIMNEY TOPS AND HOSE.

A bill of S. Raisch for \$250 for ten chimney A bill of S. Raisch for \$250 for ten chimney tops for the Silver-street Primary was the next to go through the fire of criticism, and as it was largely made up of charges for extras and labor, it was referred to the Committee. Another bill of the same party for \$350 for 1,000 feet of carbolized hose, was sent back to be revised; also one for \$95 for stoves. No one seemed able to give any idea about this bill. Two other bills of Raisch, one tor two stoves costing \$32 50, and some ink-fillers costing \$144, were rejected without ceremony.

ceremony.

An itemized bill of extra work done on the Cleveland School, amounting to \$898, was presented by the architect, and after his explanation

was ordered paid.

This ended the ceremony of reading the bills, when Director Conklin said that he had learned from the architect that there was no sewer in Harrison street, and that before the Cleveland School could be occupied something must be done to connect with the nearest sewer, which is at Eleventh street. As the school is at Eleventh street. As the school had been paid for and is to be formally dedicated to-morrow, this piece of news was rather startling. At first some of the members thought the Supervisors should order a sewer put in Harrison street, but Director Conklin said they would not move in the matter and the Street Department could not. As there are 600 pupils in this school, it is imperative that the sewer connection be made before occupying the building. At length the architect came to the rescue of the Board by offering to see that the main pipes are put in to connect with the sewer in Eleventh street and to be paid for his services. The Board then adjourned till next Tuesday

Tardy Attorneys.

Tardy Attorners.

The case of William F. Boehle, the wife-murderer, was called before Judge Toohy at 9 o'clock yesterday morning, but it was an hour later before E. S. Solomon and Alex. Campbell, Jr., his attorneys, appeared. Judge Toohy was indignant at the delay, and after refusing to listen to any explanation, he cited both derelicts to appear before him to morrow morning to show cause why they him to-morrow morning to show cause why they should not be punished for contempt of Court. Boehle's case will hardly be concluded to-day.

Collapse of a Wild-Cat Company At the request of numerous creditors of the defunct Universal Benevolent Association of California, Judge Clough has appointed M. Seligman assignee and receiver, with bonds fixed at \$2,500. The assets consist of a safe that is locked, contents unknown, while the liabilities are certainly \$500,000. The company was organized to provide endowments for persons perpetrating matrimony while members of this first-class wild-cat concern.

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