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TRUETT vs. ADAMS.	words "al Sur," contained in the con-	itiplied, can there be any doubt but a the name applies to the whole tract?	a general denial is "property receivable in avidence (Semple vs. Cook, 50 Cal., 26).	other gives a particular description by meter and bounds, which is erroneous and	LOI	NORTH DAKLAND ITENIS.	So Nothers Last event and penders child
adge A. M. Orane's Decision in	should be read and translated to the South An and that such is always its rigid and un- ter varying meaning, while defendants insist that it should be translated towards t	d even on the limited construction con- ded for by plaintiff, the block in ques- a would be Encinal, because the proofs w that it had oak trees upon it.	the only exception being title under a tax deed, which must be specially pleaded. (Bossell vs. Mann, 22 Cal., 132.) The quastion remains as to why these	does not cover all the land contained in the first, the latter will be rejected." To the same effect is Piper w. True, 36 Cal., 605.	The Coming of the Esthete to the	William Atkinson has purchased the Kyte tract in Myrtle street, and is improv- ing the property.]	and gave a leafure which was brilliant fine troope and sick but with its of never beats a rendering of Patimits
Pull	south, or southerly, or in a southerly I direction, and upon this subject a mass of contradictory and confusing taximeny has aft	t does not appear that Vicente Peralta r claimed to own any of this Encimal r his deed to Caperton and others, but, he contrary asymptet months after-	stakes, referred to in the contract of Octo- ber 3, 1851, were not placed at the ex- tremes of the Euclual line, i. a., at the water instead of cine-half mile short of the	See also Stanly vs. Green, 12 Cal. 148. Peck vs. Malums, 10 N. Y. 582, to to which might be added SUMENOUS GUOTATIONS	How We Sat Beneath the Drippings	The social given at the Golden Gate Church, Watts Tract, last evening, was well attended, and was a great success.	still the throng the create of all crowdu the Patinites hall and each esthets a "beg your pardon" we prefer the Op Garden.
dgment for the Defendant in the Test Case, Involving the Title to Large Real Estate Interests in	have come, is one common to all languages, and that is, that words must be under- stood in the sense in which they were about the context, and read in this	da August 1, 1853, when he made his and deed to Hammond and others, (3 ve) he expressly arcepted the whole of Exprinal, and stated that it had been	water of the BAY on the west end, and one- quarter mile short of the creek (Lake Mer- ritt) on the east end. Various surmises as to why this was not	From the American and English reports and the text books. Blackstone lays down the law to be that in case of conflict, the	of the Ineffable and Bathed Our- solves in the Utter Effulgence of the Reputiful Last Evening.	visions dog on Twenty-eighth street, last evening. The dog was killed by the poundmaster. Ed Laurence is institute outs an er.	"beg your parton" we prefer the O Garden. MINS F. M. REED & CO. 1161 Brows, way, has ber opening days Teeshay Wednesday, March 58th and 29th, T will opts a large imported stock of
Oakland	the light of all the circumstances surround sold ing or connected with the transaction, and that the meaning of words as defined in 13, lations is medified or varied by the actual the	to John Caperton and others. he grantees under the deed of March 1852, immediately took possession of whole of this Eccinal, and surveyed	done might be indulged in and there is some evidence having a tendency at least to show that it was not convenient to do so, on account of the marshy nature of the	hrst words in a will and the last words in a deed must prevail. Applying this priosiple to the facts of this case, we find that in the contract of	Nearly three hundred of "the cream of	tensive establishment of the corner of Dalton street and San Pablo frente. It is to be used as a wayside inn.	way, has her opening days Theeday Wednessiay, March 58th and 28th. T will open a large imported atock of millinery goods, consisting of bats, b nets, etc., trimmed is all the latest sty The ladies of Oskland will find it to the
In the Superior Court of the County Alameda, State of California, Depart- nt One. Harriet Trueit, plaintiff, vs. Kdeen	use to which they are put. Of this I shall and have more to say hereafter. 8. On August 1, 1833, near 17 months H	mapped it, and they and their grantees e since held it. at plaintiff contends that, the line yunand by states in the contract of	ground. Heth Clark and Von Schmidt give testimony teoding to prove this; and saide from their testimony and that of all others on the subject, we know as a matter	October 3, 1851, in the words before quoted, "DonVicente Peralta sells to John Clar, that portion of his rancho called Enci- nal," and it then proceeds and gives certain	the artistic and the literari of the Athens of the Pacific" assembled at Armory Hall last evening to consider the llly of Dublin who tailing not another another another a	Twenty-seventh street, between Market and Myrtle street, is being graded, curbed and macadamized by the property owners. It has been in a bad condition all winter.	advantage to make their spring select from their large and elegant stock, how prettily their windows are arrange
Harries Irueit, phaintiff, vs. Edson lams, defendantsLate D. C., No. 3. Exception in a conveyance under which	(2 above) Vicente Peralta and wife con- veyed by deed, all she land (except a Ani	ober 3, 1851, did not extend entirely ACROSS THE PERINSULA, I that the evidence shows that one of	of law, that if the stakes had been set at the waters on each end, it would have re- quired them to be placed at the line of ordinary high tide, necessitating the wading	stakes on a lise, and, as plaintiff contends, limits the land sold to so much, or such part of the Encinal as lays due south of the line between those stakes, or, in other	Woo toking not, netter spinning, arrays himself in attire that Solomon in all his glory never dreamed of, and, to use the classic Oriental. "and don't you forget it."	The grounds and barn owned and used as a dairy by Mr. Dow on the extension of Webster street, is overrun by tramps, and be has been commelled to apply to police	Easter Cards I In great variety. Novelties in Art Ge suitable for presents, and new designs Frames a specialty. At SNOW & Ot 13 Post street, Masonie Tempie.
identific claims to recover must be shown to include the land weed for, else da- idant will be entitled to judgment. Denveyance of a tract of land by its	does not oncern this case) owned by him in said rameho, to Richard P. Haumond. mill John C. Hays, Sohn Caperton and Lucien the manual in formation and the same second in	e stakes was set at a point one-half short of the Bay, on the west, and other about one-fourth of a mile (1400 whether the metage of San Astronic	into the water should the tide be in, or across the uncovered mud flat, should the tide be out. It will be noticed that at the west end	words, to about ene-half of the tract known by the mame of Encinal. "It cannot be necessary further to discuss this pretention in the light of the facts and	The poem in knee breaches Tappeared on time, being introduced by Captain Brom- well, proceeded to evolve words and	hesdquarters for protection against these perts The police shooting range at Adams' Point is nearly ready for use. A shed	Frames a specialty. At SNOW & CO 12 Post street, Masonic Temple. Enster Eggs.
Conveyance of a tract of land by its me-When a tract of land has a well own and designated name, with defined undaries, it may be conveyed by such	lading in its general description, said Cre Encinal, or land as aforesaid (1 and 2 above) that contracted and conveyed to John Caperton Mar	k (or Lake Merritt), on the east; and the land embraced in the deed of reh 13, 1852, read in connection with	the stake was set at a slough which, at high water, at least, connected with the bay; and this may be considered, in a gen- eral way, as making out the line at that	authorities above referred to. In this connection I will add that I have examined the case of Chapman vs. The Ex- ceisior Casal Company. 17 Cal., 231, re-	sentences regarding the beautiful in art, the artistic in the beautiful and the reason why we should not est bean soup	125 feet long by 14 feet wide, has been built and nicely whitewashed, as has also the form where the shooters stand. The	Eastern Comparison of the part of the second
undaries, it may be conveyed by such me, and no other description is neces. 7. Subsequent description in such convey.	ollowing exception viz: "Excepting the four whole of the land contained er embraced each in the Encinal of Temescal sold on the San	d by projecting a line due north from of these stakes to the waters of the Antonio Creek, and that only the land	end - i. e., as showing that it was intended to connect with the waters of the bay. These stakes, it will be noted, have always been treated and acted upon as	ferred to by plaintiff's counsel, and am unable to perceive how the principle there decided can have any bearing upon the facts of this case.	disciple of Ruskin both in language and ideas, being turgid as to the former and tunid in the latter respect. He tells	day, and when this is put in place the grounds will be finished. A man in this part of the city bought a	C. Musseen, M. D.; Hemeopathic Physician and Surgeon. See and residence, No. 1611 Telagra avenue. (Mice hours 8 to 9 a. M., 1 to F. M., and evening.
absequent description in much convey- so limiting the quantity-If a convey- te first describes a tract of land by its ne, any subsequent description therein, ich would exclude therefrom a part of known and named tract, does not have 1	Lying still to the north of the land so lyin old by Vicenta, Domingo Peralta, owned, to t	conveyed by said deed, and that all go the east of one of these lines, and be wait of the other, did not pass, but be determined and passes after	being on the line, i. e., monuments to show its course or direction, and not as the limit or termini of the line. All parties in interest so considered and	The plaintiff, however, contends that it was not the intention to convey the whole of the Ecoimal. That the clauses of the contract cannot be separated; that the lat-	us that something i: beautiful in a mannar that influences us with the idea that he doubts the fact, and by superlative inneeds, wishes to brace bim-	time age, and had a house built on it. After the builting was finished, he bor- rowed six hundred dollars on the property	Plors de Cuba Cigara.
ich would exclude therefrom a part of i known and named tract, does not have effect to limit the quantity to a por- ently of the tract, but the whole tract.	Rancho San Autonio, and on August 16, war 1853, he sold and conveyed, by deed of that date, his	ds, on August 1, 1853, conveyed it to nmond and others, and Hammond con- id to Trust as a foresaid, under whom	treated them when they made the <u>KELLERSTEROER MAP</u> And survey in 1854, and ran the line	ter part, the specific description is not sep- arable from the first part—the name "En- cinal"—and that the latter part is to be read right along with the first part in the	self in his belief. That he is a man of cultivation and education is beyond ques- tion; that he is a may of natural ability is a question. A graduate of	payment became due, and a collector was sent after the money, when, to his aston- istment, he found the house on whrels in	Avenue. Office hours 6 to 9 4. M., 1 t F. M., and evening. Plores do Cubes Cigars. Clear Havina Filler Cigar, fifty doll per thousandi free dollars per housandi free onts apiece. BRKEN'S Cigar F tory, 504 Breadway. Ornamental Hign Padeting.
withstanding such subsequent descrip- , passes to the grantee under the con- snos.		be portion thus carved out by the lines ected north from these stakes embraces	and they have so treated and considered them ever since; and as seen above. Trust, staintif's deceased husband, acted	rense of a limitation, and that this is ren- dered evident because there is no punctua- tion point (comma) after the word En- cinal.	TRINITY AND OXFORD, His cultivated ability cannot be doubted, but as a man of the world, and an ob-	take the house had been built on the wrong let, and is now being moved where it belongs. It looks very much as if some-	tory, 904 Breadway. Ornamantal Sign Painting. For artistic work, V. P. MITCHIE Stands at the head. Sign Rooms. Eighth strees.
his case made by Vicente Peralta to 1 a Caperton and ethers, on March , 1852, whereby he sells "that on of my ranch called Encina."	Lucien Herman, in different proportions to granitees. Then and thereafter the vendees and line action in interest, under the last two	inal of Temescal, and the other half g to the east and west of these on this theory, was not con- duct the dead of March 13, 1852.	on this theory by his non-claim for twenty- one years prior to his decease, as to any land to the south of this line, under his dead from Harmond of November 3, 1865.	The rights of property should never be made to turn on so small a matter AS FUNCTUATION. A writing must be construed and inter-	server, he is certainly a failured Without his thorough education he would sink beneath mediocrity and he but in oblivion. The ideas of which he	A lady in this part of the city was the owner of a cow that had been suffering for some time with some incurable disease.	Eighth street. An Old Folk's Concert and New E land Dinner will be given at the P Congregational Church, on Thursday y Friday evenings, under the managem of the Odd Fellows Society. Dinner fo 5 to 5 p. s.
then proceeds and names a line, mated by stakes, as one of its bound- t, which on the construction contended in plaintiff, would not include the	amed deeds (3 and 4 above) consolidated and hele interests, had a map and survey und made of the land, dividing it into plots, and make or the land, dividing it into plots, and or conversances, not becausery now to deave	plaintiff owns about one-eighth of it, vided interest, and whoever else can e title under Vicente Peralta's second of August 1, 1853, own the other	(and which constitutes plaintiff's only claim of title), and by making two does expressly recognizing and bounding on all the disputed portion (and more) of the east	preted from the sense and evident intent of it, and such, also, is the rule in respect to statutes, in respect to which it has been held	speaks so freely are old, and considered in connection with his delivery, can be com- pared to nothing so appropriate as an editorial in a fashion journal, with all the	In spite of all an experienced veterinary surgeon could do the cow got worse. One of our enterprising butchers, hearing of the case, went to the	Friday evenings, under the managem of the Odd Fellows' Bosisty. Dinner fr 5 to 8 P. M.
e of the well-known and defined tract d "the Encinal;" yet, notwithstand the wheegent description, the whole of all measure by this convergence	pecify, made among themselves, each ob- ained his proper interest in the land; and Ir 5. McAllister, Irving and Hammond, deed	n-eighths undivided interest. order to give a censtruction to the of March 13, 1852, as before stated.	end of this line, and receiving one deed, the boundary whereof covered and recog- nized all, and more, of the disputed por-	that Courts will not permit the erroneous punctuation of a statute in printing it to have the effect of giving it an absurd con- traction	accented syllables (rising) on the last word of each sentence. A BEAUTIFUL PASSAGE.	the cow for ten dollars, as the surgeon's bill was seventeen dollars. The woman did not like to give her cow up for	5 to Sr. M. Litrits Georgie cried all day been his mother would not take him to SA INGER3 old and end sale, as abe wan to go there and take her own time. Ba INGER, 1051 Broadway near Eleve street.
natruction of language used in the ion or description of a line. Where wident intent is to convey the entirety tract known by a name.	bove names, by used of occases av, loss, we soon eyed to as asis Richard P. Hammond and ill the hand which had been conveyed to und- hem and said Hammond, as aforesaid, by If bowince, Baralta (, always). This day	ave to rook to the courties claiming subsequent acts of the parties interested. plaintiff's theory is tenable, the gran- the second dend from Vicente Pro-	Clar, the person named in the inter- Clar, the person named in the contract of October 3, 1851, was a witness on the trial, and his testinony goes to show that is now the contract of the Encient.	Rudolph vs. Rayerque, 44 Cal., 396. The counsel for plaintiff has argoed at length, and quoted authorities to sustain the annuant that the forth before stand	In a beautiful passage in his lecture he described the surrounding of the artists of Pisa in the Fifteenth and Sixteenth centu- ies. Nuclear such much for a loss the start of form	such a small amount, but being informed the cow could not live she sold it to the butcher. The chances are that some beef consuming spicure will have nice tender	INGER, 1051 Broadway near Eleven street. A VERT fine organ, well finished and
THE BOUNDARIES AND EXTENT thich are definite, and a line is de- ed as one of its boundaries, which may	Joiningo Persida, (* addres) I am deed been lose not embrace any of the land used for. rain 6. It will thus be seen that Richard P. itzle Lammond was a grantee under the second the	i (August 1, 1853,) obtained thereby to about one-half the track known as Enclosed, on which the main part of the	it was the purchase of the Encline "the whole tract known by that name-that was intended. He says: "Vicente Peratta himself painted out the place to me. It	are not sufficient to establish a disputed boundary line-all of which argument and authorities, however, are foreign to this	rise. Both walking colors, baseling of form and design, as were seen on revery city. Want had rever them as a large baseling baseling of the set of the set of the set of the set of the set of the set of the set of the architectures and the matter from or class baseling of the set of the set of the set of the architectures and the matter from or class baseling of the set of the set of the set of the classical set of the set of the set of the classical set of the set of the set of the classical set of the set of the set of the classical set of the set of the set of the classical set of the set of the set of the classical set of the	EAST OAKLAND ITEMS.	A YERT fine organ, well finished and perfect order, can be bought very cheap applying immediately to WHARTON CO., 1118 Broadway.
upon one construction of the language a include all the land in the designated in ; but upon another construction.	ao under the deed last named, whereby a became the owner of the Domingo Per- to with then, on November 3, 1855, unit	in none of these grantees ever claimed yn any part of it, but on the contrary ed with all the owners, or grantees un-	and I rode all around it, the northern boundary being that line described. That is all that I know, and I understood at	There never has been, so far as the evi- dence shows, any disputed boundary line. On the contrary the Kneinal line was	commonplaces. The inartistic style of architecture and the sombre dress of the people afford neither form nor color.	Specially, beginned for The Trebune. Specially, beginned for The Trebune. Evening Nar Lookge, No. 2003, of Odd Fellows, merest this avenuing at Schimmel- plennig's Hall. Gitton Looge-en toning at Schimmel- lows's Hall, opposite Tubbe Hotzl. These, may a model standards at the	IF you want to feel good, and have good appetite, drink DAMIANA I TERS. Go to MOUNT & BUTEAUS, C Market, Tweifth street, for your poul and game.
d in the light of surrounding circum- se-the cotemporaneous acts of the to the conveyance and the subse- acts of the grantees and parties in	tonard F. Frammond, by deed der i onveyed to Henry B. Truett, (plain- 1852 iff's deceased husband under whom gram he claima) a large tract of the Kancho de- had	he two deeds from Vioebte (Martin 10, and August 1, 1853.) and with all the tees under the deed from Domingo and a survey and map made in 1854. known	the same time that the boundary was from the waters of the Creek (San Antonio) to the waters of the Bay of San Francisco." The question is asked by plaintiff's coun-	ad-ploid and agreed upon by all parties in- tcreated, and it was surveyed and mapped by common concent as early as 1834, are no one interested has ever, until now, dis	Not that it is necessary that we should build another city-like Pisa; we can do with art based upon the inventions of the ninetcenth century. We reverence ma-	Clinton Lodge, No. 2019, of the Knights of Homor, converses to-night at Odd Fel- lows's Hall, epposite Tubbe Hotel. There was a mod attendance at the	and game. Dos'r forget that SALINGER BR
ut-may be held to include the whole of the latter construction will be ed, it being the duty of the Court, if ole, to reconcile and render consistent, and the state of the	we to said manimond as storessid, to av be extent of an unlivided interest of Vice 5,000-200 or equal to 125-1001 parts, or the i bout ene-eighth which embraced in its gen-	Kellersberger's Map of the Ranchos of nts and Domingo Peralts," on which and is laid out in plots, and upon h	sel, why it was that Vicence Peralta in his second deed of August 1, 1833, included the whole Euclimal therein, if he had before conveyed it all to Caperton and	pulsed if, and the case has been discussed in the light of the facts above detailed upon the subject of the construction of the descriptive words of the contract and	chinery when it relieves men by doing their work. True, there is little ornament in machinery, per se; there is no beauty in cast iron, no poetry in the steam engine.	lows's Hall, opposite Tubes Hold. There was a good attendance at the Church of the Advest this morning. The next Lenden service will be held to-morrow (Thurnday) evening, with a lecture by the ker, Alfred T. Ferkins. of Christ Church, Alangeta, on "Life's Last Thoughts and Fleeding."	retail at any time. Attend their and to-night. CASH paid for household goods of kinds at H. SCHELLHAAS, Else
ent conflicting descriptions. rds in a conveyance describing the b be understood in the sense in which it we used, or to convey the idea in.	at exception the land in controversy, at excepting thereform as follows: "All Is la he lands comprised in the Oak Grove, En- inal of Temescal, sold to John Caperton the statement of the stateme	THE ENCINAL LINE id down as extending from the Bay on rest to the waters of the San Antonio k now known as Lake Merritt	others by his deed of March 13, 18027 The answer is that it is usual, or AT LEAST VENY CONMON, Where a party has convered a small por-	of setting a disputed boundary. If, however, it were a question of DISPUTED BOUNDARY,	It must be confessed that he converses much better than he bectures, imparting fractical ideas, which he never touches upon when speaking to an andience. His	Her, Aller, Z., Parker, J. Chenk Church, Barnessen, S. S. Sandar, S. S. Sandar, S. S. Sandar, K. Sandar, Y. Kan, Chaknak, Jong S. Sandar, K. Sandar, Y. Kan, Chaknak, J. Sandar, S. Sandar, K. Sandar, S. Sandar, S. Sandar, S. Sandar, S. Sandar, The height statistic strength of the strength of the strength of the strength of the strength of the strength of the strength of the strength of the strength of the strength of the strength of the str	and Franklin streets. Eccas for hatching, from thorought positry, at HALSTED'S, foil Broadw
"al succertainty head that the Spanish " "al sur," referred to in this case. In connection with the context and E the proved, should be interpreted to g	7. Administration on the state of -or lenry B. Truett is shown to have been made ranted to Harriet Truett, plaintiff in this to the	to the marsh -on the east, and this is ted "Encinal line," on the map, and is survey and map Hammond, the im	tion of a large tract, to include the tract thus sold in a sub-equent conveyance of the remainder, and then except it, and this	The evidence hereinbefore detailed would, in my judgment, be sufficient to settle it, at least as against illenry B. Truett and	next lecture will be upon "English Ren- naissance," to-morrow evening in the same place.	m-ble army of base Oatabo, pomer the officers have since been waiting for an op- pertunity to express their congratulations.	FULL-size Tufted Spring Beds, \$5, SCHREIBER'S, 1064 Broadway.
outherfy or southenirf, or in a south- irrection, such interpretation being not with the preceding words of the ent to convey, and the subsequent if	eda) county, Oct-ber 1, 1877. 8. An order, or decree of distribution of the estate of Henry B. Tructi, was made	ate granter of plaintiff's deceased bus- was a party. is map, has been recognized in numer- onveyances, and the evidence at least	was what was done in this case, viz.: "Ex- capting therefrom the whole of the En- canal, etc." In view then of all of the evidence, be-	all claiming under him. Suced vs. Osborne, 25 Cal. 619. Fically, if there were any doubt as to the construction of this deed, such doubt	The SUNDAY LAW.	The happy pair are now settled in a charm- ing little home on East Eleventh street, near Twelfth avenue, which is decorated with some fine specimens of Mrs. Ken-	HANDSOME gas fixtures with globes, a bargain at WETMORE & TOBIN'S I niture store, opposite Postoffice.
iscence by co-terminous owners in referred to in this case, for more years by actual possession, taken up 11	hereby the property of said estate was very istributed to his wid w, the plaintiff in his action, and his son, Miles F. Truett, trial	to show that large numbers of con- nces have been made in reference to it. summond him-elf was a witness on the and testified that he never claimed	fore stated, bearing on the subject-the possession of the whole Euclinal by the purchasers, the surveying and mapping it and fixing this line-the recognition of an	and against the grantor. Dodge vs. Walley, 22 Cal. 264. Miller vs. Briggs, 25 id. 175.	The trial of F. Ball, for keeping open his grocery store on Telegraph avenue on Sun- day, the 19th inst., was proceeded with	then ordinary ability. There are two very fine specimens completed, and one under way, and all upon	A sunction's operating table for very cheap, at WHARTON & CO'S, i Broadway.
nees made and received by such bounding on the line, and by other m feating exclusive ownership, to the	Among the property so distributed is and large tract of the said rancho derived said Henry B. Truett as aforesaid (6 that	iand within the Encona in virtue of econd deed from Vicente Peralta. emember of no witness who testified the land as embraced in the Encinal,	acquiesence in this line by all the parties interested, and its express recognition, by the three deeds before mentioned, to which Truett was a party-the ex-	The result is, that the plaintiff has failed to show any title to the demanded permises, and it becomes unnecessary to inquire whether or not defendant has any	yestering alternoon in the Police Court. W. JI. Miller testified that he bought some potatoes and soap in the store. Wm. Kannade had away has and which the distribution of the start of the start of the store of th	the remarkable versatility of the artist. Last evening a portion of the police force invaded the delightful home, presented the	Breadway. WAINUT and Eastern Hardwood Fo ture at the price of secondhand SCHREIBER'S, 1064 Broadway. Saltagers.
s, as throwing light upon the lap. Ti sed in the contract referred to in 2 ng the line, and also proper evi-	es the land sought to be recovered in this known the source of the sourc	own by this map, was not the tract on by that name, while a number have stiffed, and no one seems to have ques- d the correctness of the location of	ception of the whole Encinal by Vicente Peralts, in his second deed, August 1, 1853, and his declaration therein that it had been sold, March 13, 1802, to Caperton and	The plaintiff must recover, if at all,	not know who paid for the drinks. Wm. Burke had some beer; did not know who paid for it; saw a man have a cigar; did not	wishes. A festive board was improvised and the party sat down to a fine repast. Sergeant Chase presided, and music and	Salingers. Shawis and cloaks at half their value our old and end sale. SALINGER'S I Broadway. DAMIANA BITTERS make the young, and the weak strong and bealthy
ling and evidence In an action of fe	and among others is this: "Excluding the solowing reservations or tracts, FIRST, all and comprised in the Oak Grove, En-	ter this Kellersberger survey and had been completed (1854) Hammond	others. The same exception in the deed of Nov. 3, 1855, of Hammond to Truett, and the same exception in the decree of distribution under which plaintiff claims,	1 Greenleaf's Eridence, Sec. 303. It follows that judgment must be ren- dered for defendant, and it is so ordered.	see anyone pay for it. A. E. Chick had a cigar; did not see anyone pay for it. Offi- cer Cole saw Chick get a cigar, and saw a man take a drink; did not	favored the company with a pretty vocal selection and several of the officers ren- dered songs. The evening was most pleasantly event the most reliance to the second	DAMIANA BITTERS make the young, and the weak strong and healthy Thr Riesling and Native Wines at I TAR & DRESCO'S, 12th and Broadwa
atter constituting an equitable definition of the second s	nal of Teinescal, sold to John Caperton (6 al ad others on the 13th of March, 1852." 9. A deed of conveyance from Miles F. is enter the publicitif datad War 2, 1977 the	ove), under which plaintiff claims in this deed the whole of the Encinal repted -referring to the conveyance of d March 12 1822	the words in each of these three being the same, viz.: Excepting the whole of the land contained in the Encinal of Ternescal sold on the 13th of March, 1832 to John	A SALOON MURDER.	see any meney paid. Mr. Vrooman offered to prove that Ball had a license from the city to carry on his business, but the Court held that a license could not em-	9:20, and reporting for duty. There were present: President Hayes, of the City Connell: Mr. J. H. Little, brother of, the brida Mr. Dan McGuarry whom every	SALINGER'S Auction to-night. † MURRAY & LANMAN'S FLORIDA WATH The Univaled Perfume.
nding to show the construction of c in the descriptive portion of a ti nos or acquiescence in a division or	nveying granter's interest in the land of Di he estate. 10. It was shown that defendant was deed	d Trust ever suppose or believe in his me that he had obtained title by this from Hammond to about one eighth of half who had on which the site of	Caperton and others, 10 becomes the duty of the Court, if possible so to read, or constructhe language used in respect to there stakes and this line, as to embrace	in Custody for the Murder of Hugh Mooney. About eight eclock, last evening, two	power him to break the State law. Counsel then addressed the jury and the Court charged. The material portions at the charge are:	one knows; Sergeants Chase and Hynes, officers Fields, Holland, Watson, Wright, Hodgkins, Kesler, Downey, McClough, Mamite Church Golden, O'Hars, Fellay	AUCTION priors in furniture at priv
receivable in evidence under a ti denial. tiff in ejectment must recover on d moth of his own title.	me of the commencement of this actino, of had been continuon-ly since 1864, laining it as his two, and that he had never maid any cont therefore to plaintiff	and is MAINLY BUILT? does not appear from the evidence	the man intensed to be conveyed-the named tract-"the Encinal"-which pre- cedes these descriptions. If we translate the words "al sur" con-	beard a pistol shot in the saloon of Hugh Mooney, which stands on that street, at the western end of the sandalot and near	"The only questions for you to determine are: Did the defendant, F. Ball, in the city of Oakland, and in the county of Ala- meda, and State of California, on Sunday,	Batchelder, Marion and the representative of THE TRIBUNE. MINING STOCK REPORT.	T
opplaint is in the usual form	The question made is whether the land precision option option option option option option option is a second option option option option option option is 1, 1853, from Vicente Persita option	on on hisestate was granted October 1, it may be presumed that he died in that S, that over 21 years elauge limiting	and the reconciliation is complete for it will be seen that if "all the land to the	Larkin street. They ran to the saleon, but were refused admittance. They then went to the New City Hall police station,	the 19th day of March, A. D., 1882, unlaw- fully and wilfully keep open a place of bus- iness, to wit: a saloon or grocery store, for the purpose of transacting business therein.	SA- FRANCISCO, March 29, 1882. MORNING SALES-RESULAR SERVICE.	CARPET Covered Lounges, \$12 50. SCHREIBER'S, 1064 Broadway.
001 parts (or about one-sighth) un- interest in block 167, as laid down wher's official map of the city of and the answer is a manual in the	ohn Caperton and others (3 above), and hich exception is also repeated in the 1855 sed from Hammond to Trusts, of Novem- er 3, 1855 (6 shove), and again remeated Enci-	fe, after the deed of November 3, by Hammond to him, without his ng any claim to any portion of the cal	southward, from where the stakes are planted" he included, this would enable the grantees to take in all up to a point abort of a due cast and west course, or up	and notified officer Johnson, who followed them to the saloon. On arriving there Johnson demanded admittance but was re- fused by some one inside, who said he	If you do so find, then and in that event, I instruct you that, under the law, your ver- dict should be, 'guilty." The policy of the law, and the effect which the en-	40 Alpha Com	BEST place in Oakland to buy and furn(ture is at H. SCHELLHAAS. A FINE rockaway, pole and shafts, be blicked at the state of Wild PT
plandings are not verified.	the decree of distribution under which laintiff claims (8 above), all being in sub- antially the same language, viz. "All se land comprised in the Oak Grove. En title.	addition to this, he has, by deeds ex- by and to him subsequent to 1855, he first became-interested in the extremaly rebomined this Enciral line	to infaine, the course of which is north 71 deg, west, and beyond this line defen- dant does not claim, nor have any of the partice under	could not come in as there was a sick man there. Johnson then burst in the door and found Tom McCormack, a notorious prizz- Sighter, Dau Condon, a sort of man-about	forcement of such a law may have in a community in which we live, or in our State, is not for you or for me to decide. It is the duty of the Court to state	590 Cal. 2098256 175 Occil. 80c 1000 Com V. T0c 510 Sarage. 50c 255 Crown Pt. 60c 30 Sigra N. 50 900 Chollar. 1,00 30 Sigra N. 50 900 Chollar. 60c 30 Sigra Signa N. 50 900 Chollar. 60c 30 Sigra Signa N. 60c	& CO.'S,1118 Broadway. HALATED will exchange one of his 1 incubators for hay or grain 1011 Bro
afore 1851, and subsequent to that and at the time of the confeyances after mentioned, the owner of a	nal of Teinescal, sold to John Caperton as in ad others on the 13th of March, 1852." exter The defendant claims that the land sue t the product of the score tion, and that Or	d down on Kell-rsberger's map, as ding from water to water, clear across erfinella, viz.: July 1, 1856, John C. Have and	From Peralta ever claimed. Upon the trial a vast amount of tech- nical and conflicting testimony was given	town, and Ned Hope, another member of the fancy, all leaning ever Hugh Mooney, the owner of the saloon, who was lying in an unconscious con-	to you what is the naw and it is your duty to weigh carefully all the testimony offered and received in evidence in this case, and from the evidence received deter-	50 Cenf	way, Oakland + Warner's Safe Eidney and Ld Cure.
f the Rancho of San Antonio, em- its that portion of the Rancho known Encinal of Temescal, as also a still	-while the plaintiff has shown no title to -while the contrary position is contended it by plaintiff. What, then was this Encinal? or deed	s made a deed of conveyance to Henry ruett, of land adjoining the Encinal on the north side thereof, and this beends on the Encinal line named in	as to the meaning of these words, and Spanish laxicons were produced, read and commented upon-and while plaintiff pro-	dition on the floor with a bullet wound in his temple. The officer arrested McCormack, although he protested his innocence and said that Mooner had	THE SUMAY LW. THE SUMAY LW. THE SUMAY LW. THE PLACEMENT IN CONTRACT SUPERIOR SUPERIO	TENTERDAT ATTERNOO'S BALLES - ESOTIAR SEMIOU 200 Atlas	New To-day.
tract lying to the north of and ad- thereto, and for which a United and an or confirmation of the title and to him and his horther.	hat land did it embrace? and is it for se land in controvery within it? und did the deed of Vicente Peralta of north larch 13, 1842, ourvey the whole or only all th	734 chains and 70 links from the h land, along the line giving its course 71 west, and this more than covers at part of the line to the east of one	to mean "to the south" the defendant pro- duced testimony to show that their mean- ing was toward or in the direction of the south.	shot himself. The story of Condon and Hope is that they were standing at the door of the saloon; looking out into the street and McCormeck was standing against	P. M., and the oriendant will be sentenced to-morrow morning. It is said that the jury on the first ballot stood eleven for convic- tion and one for acquittal. Member of the Home Protestics Sec.	B00 Bodie T 1 40 220 Navajo 70075c aco B O'Neal	FURNISDED HOUSE TO L
go, dated February 7, 1877, includ- at the land hereinafter mentioned. a speared in evidence that on Octo- 1801, Vicente Peralta evident details B	part of the Encinal to John Caperton of th up to Then what land was embraced in this of the ncinal?	e stakes referred to in the contract, the marsh, or the Lake Merritt end line. the same date (July 1, 1856) Henry	Upon this subject I have come to the conclusion, as before stated, that the words, whatever the rigid lexicen defini- tion may be much be nuclearized from the	the bar talking to Meoney. McCormack was under the influence of liqu r. and was bold- ing in his hand a small seven-shoter pistol which be occasionally snapped as if he did	city stated to-day that they considered this a very strong case, and that if they failed to secure a conviction, it would have	520 C Pac. 30e 100 85 mileate 40e 500 Day 1 80 30 Tip Top. 4 25 130 Eaces 30 Tip Tops. 50e 50 Water Cen 275 Goodslaw 50e 50 Water Cen 55e	Alice street above 14th :
act with John Clar, written in the h language, the translation of the g or descriptive portion whereof as y Clar, whe was a witness on the M	From the evidence given in the trial, I B, T n satisfied that it was a tract of land in A PENINAULAN FORM, Lainly covered with eak trees, from which	meet conveys to Joseph Black a tract with land lying to the north of and ad- t to the Encinal line, and en and rds the west end of said line, and this	sense and connection in which they are used, and must be held to express the idea intended to be conveyed by them, as shown by the context, and all the acts of the par-	not think it was loaded. Suddenly they heard the report of a pistol, and turning saw Mooney fall to the floor, and McCor- mack, stepping back from the counter.	forcement of the law in this city. MASHED AND MARRIED.	DIED. STARR At Stege Station, Contra Costa county, March 27 Locios W. Starr, of Copley, Saumit	The House is of Modern constr tion and arrangement, has 10 rec
as follows: "Don Vicente Peralta John Ciar the part of his Rancho the Encinal, comprised from the of the first Lagrana which is near	derived its name. For an illustration of its shape or form, segment of two-thirds of a circle may be the l	in its description bounds 48 chains on rest and of this Encinal line, named as in the d-sd, and giving its course, to by of San Francisco, and this more	ties and those interested, as hereinbefore stated, and such I understand the law as held by the Supreme Court in numerous cases.	exclaimed, "Poor Hogh he's gooe." Mooney was taken to the hospital, where he died at ten o'clock last night, without regaining consciousness. The examination	A Young Lady Falls off the Frain. Remains Unconsciou and Upon Returning to Consciousness is	ounniy, Ohio, aged 45 years and 9 months. 'm. Funeral services private, from the C. m- grogatorial Church, Oakland, at 11 o'clock A. M., Thursday.	handsomely furnished and in g order; large lot with lawn
use of Valdes, lo a right line to the or head waters (water point and of the first canal" (I call that a to "where the Germana are located at	angined, somewhat flattened on the apex ad at the sides, with the open and it ing ward the north. And this circle, flat. Az med as aforesaid, is surrounded on sli its 1858.	sin, Henry B. Truett, on March 18, conveys to Joseph Black a part of	Bosworth vz. Danzien, 2.5 Cal. 216, Fratt vz. Wood, 32 id. 219, McNeil vz. Shirley, 33 id. 202. Colton vz. Leavy, 22 id. 496.	of the Folice Surgeon proves that from the position of the wound it was impossible that Mooney could have inflicted it upon hinself. McCormack was in Mooney's	Ministered Unio and Happily Married. Last evening, at a few minutes after ten o'clock, a young lady on conductor Treth-	A Choice Display. Just now is the most favorable time for the appreciation of art in whatever partic-	shrubbery; good stable; chi neighborhood; for particulars
that is to say, all the land from si int to the southward, from where B kes are planted" (two stakes are no .)	des by water, i. e., on the weat by the Piot ay of Sau Francisco, on the south and sub by San Antonio creek and what is south we known as Lake Merritt.	No. 8, as shown on Kellersberger's and one the boundaries in the de- lion of this deed is south by Plot No. 4 this Plot No. 1 is shown by said map	Sathders vs. Clark, 29 id. 290. Farris vs. Fhelan, 20 id. 612. Morrison vs. Wilson, 30 id. 344. Hancock vs. Walson, 18 id. 137.	employ as barkeeper. Dave Condon is the man who shot Jerry Stanton at a picole in Nan Mateo county about two years ago.	eway's train rapidly approached the platform of one of the cars, and just before the train reached	ular line or description, whether by the handleraftsman in sculptoring marble or as designed by the light and delicate fingers of the milliner in arranging beautiful colors.	E. A. HERON,
n pursuance of this contract a deed versance was made by Vicente w , on March 13, 1852, not to Jehn m one, but to him and John Caperton m	The open of north side of this penin- ilar has a distance of 140 chains, or 14 files from water to water, across, as of al essaured by the scale on Kallersberger's acals	unting the extreme east end of the nal line on said map for the distance out 5 chains (as measured by the of said map) down the marsh land of	In this connection reference may be made to the testimony of Madam Pfeiffer, plaintiff's witness, on the subject of the transition of the	SUICIDE ON THE BAY. Harry Theobald Jumps Overboard From the Perry Beat.	Oak street station, stopped off, falling up in the ground and severely braising her head and face. She was followed by a worked man from San Francisco who are	to adown the fair ladies of our city. "A thing of beanty is a joy forever," so don't fail to see the elegant display in the win- dow of Mrs. SADIE R. St. HANDER'S	422 Tweifth street, Oaklas
hers, which was written on the in al of the same sheet of paper upon be contract was written, and also a Spanish Language, of which the 14		Merritt. thus appears that plaintiff's deceased and not only did not claim any pur- of the Encinal in his lifetime of 21	Spanish particle, "al," which she states is equivalent in English to the works "to the," and that read in the connection in which it stands. She translates "to the	On the eight o'clock trip from San Francisco last evening, a man jumpel overboard who is believed to be Harry	fused to give the conductor his name, as he was only engaged as a witness to a marriage to take place in this city. The lady was taken in	Millinery Establishment, 960 Broadway, between Ninth and Tenth streets. Her spring opening is one of the finest we have scen, as neatness and elegance are displayed	H. BOWMA
in stranslation: "Be it known printerument of sale, that I, Vicente up, in consideration of the sum of which has been paid te me in cash n	roduced in evidence from the archives in Frances and the United States for Califor- is, and upon it this E-clual is the	and over after he received his DEED FROM HAMMOND ember 3, 1855), but after this made	south," and from the evidence plaintiff's connect insists that he has proved that the words mean	Theobald, well known as the Commodore of the fishing fleet, a former special polloemam in this city, and lately an	AN UNCONSCIOUS CONDITION To the residence of E. B. Maube, No. 165 S-venth street, and her name a certained	in all trimmings, and customers are sure to accure appropriate shades and styles for different types of beauty.	HASREMOVE
atisfaction, in accordance with the ling contract with John Clar, I linesotiated, sold and transferred for the maid Clar a portion the	id down and named, with a ne passing clear across the peninsula recommender. It was shown that is tract was mainly covered with oak and r	mixing this line to its extent ever than all the disputed portion thereof, the marsh on the east and, and the	But I am usable to concur in this render- ing. It is certain that the English propo- sition "te" does not necessarily mean "di-	cusco. The bald was on the boat, and bal some conversation there with H. P. Ayers and Theodore Schwah. To the latter ba	to be Miss Rosetta Kiernan, residing at the corner of McAllister and Devisidero streets. She came ever to marry Joseph	WHEREAS, The Committee appointed at a recent meeting of the citizens of Oakland to investigate the financial condition of	
slands called Encinal" (or tr selated and read by plaintiff's M p. Reporter's Notes, vol. 1, p 51, J griton of my rancho called Encinal,") h	rees at the date of the conveyance of farch 13th, 1852, by Vicente Feralta to ohn Caperton and others. There were, In owever, some bare spots on which no were the spots on which no	rs of the Bay of San Francisco on the side, addition, a number of other deeds given in evidence by those deriving	rectly to." It has a great variety of mean- ings, governed by the context and sense in which it is used. Webster's Unabridged Dictionary (1881) devotes a co-lumn, and	said: "No one knows my troubles but myself," and he subsequently said to Ayers: "This is the best night I ever saw	Feery, who resides at 1111 Fierce street, who was also on the train with the gentle- man before mentione 1 and a lady witness. Dr. Cock was called and ministered	the Oakland and Contra Costa Road and Tunnel Company have, in their report, in- cluded the amount of \$7,000 webscriptions as a portion of the available assets of said	N. W. Cor. 9th & Broadw
d in the contract, the said Clar to declared that he has one fourth which one-third part belongs to U rs and one-fourth part to J. K. is	ress were growing. Beveral witnesses, and amongst them bese who were here at a very early day. Kell setified that this tract was known by that	under the second dead from Vicente Ita, conveying land according to this er-berger's map, and when any of these sembraced in ita general description	more, to the meaning of this word, under five subdivisions, the first and second of which are as follows: "1. The proposi- tion to primarily indicates anorcach and	or will see, I guess. They went to the bar and had seene drinks at his invitation, Theobald app-aring at the time to be somewhat under the influence of liquor.	grown elect, who acted as nurse. She re- mained unconstitutions until 3 . M., when she joyfully recognized her lo er. This manine about 8 color	WHEREAS, Said subscriptions were made upon the express condition that said road and tunnel should be completed within a	Half a block above his old stand.
Another fourth part to John C. n ad John Caperton, and the other in art to Jacob Kost. And in accord- th the	ame; and the block in question lays with s the boundaries of this tract. This is the tract claimed by the granteed was nder the deed of March 13th, 1822, and Th	Incimal it was expressly excepted. All rese deeds being made after this map made and adopted. e plaintiff's counsel, however, contends	arrival, motion made in the direction of a place or thing and attaining it; scores; and also motion or tendency without arrival; mevement toward; it is conceased to form	Its then said to Schwauh: "Good- bye, I have a friend on the upper deck I want to see," and shook hands with Ayers, saying: "I'll	Teid, paster of the Methodist Church, the accounted and and and water to make two bards and and water to	period of two pears from the date of sub- acription; and WREEAS, It is now four years since the commencement of this emterprise, and but a small restion	HEATD'S BUSINE
TABATION OF MR. JOHN CLAR, r the aforesaid consideration, by meents, I sell, transfer, convey and	neur acts unter the grant are proper evi- snos on the question of its construction. Mulford vs. Le Franc, 25 Cal. 88; Stone show w. Clark Matcalf, 378; Tench vs. Pierce; and	much apparent carnestness in the submitted, that all this evidence, as in by the acts of the interested parties the deeds referred to, texching to never	and in most of its uses is interchangeable with unto. 2. Hence, it indicates motion, course, or tendency toward a time, a state or condition, an aim, or anything	then went aft, and soon afterwards the boat was stopped and the deck hands stated that the Lick House porter had	was summoned and with his suspiter is mode made the twain one. The regular witnesses being absent, a charming young lady of	and that in a very unsatisfactory manner thereby depriving the subscribers of the an- ticipated benetits of the road; therefore	THE ONLY
to the mentioned parties that por- the land already mentioned, to John seixth part; to B. de la Barra one- mart: to J. K. Irving and for the	conn. 439; and numerons other authories to same point could be cited. Some stress has been laid by plaintiff's ered onnel upon the fact, that some portions am	ognition of, or acquiseence in this line, taids the issue and cannot be consid- because not specially pleaded, and I minded that the evidence was objected	capable of being regarded as a limit to movement or action; as, he is going to a trade, he is rising to wealth or homor." I see no difficulty under this definition	Jumped overtoord. It then dawned upon Ayers and Schwab that Theohald had drowned himself, although they had pre- viously no idea that he meant to destroy	looking young man stood up with the happy pair. The occasion was one of pe- culiar attraction, and the couple departed instantiately for San Departed	screerers, in the undersigned sub- scribers, protest against the payment of the soveral amounts of subscriptions upon the completion of the road at some indefin- its script in the fet	Thorough Business Colle
nd Messrs. John C. Hays and John on one-fourth part; and the other part to Jacob Alexander Kest; so T av and their hair set.	<text><text><text><text><text><text></text></text></text></text></text></text>	on this ground upon the trial, and I asked now to reconsider the decision iting this evidence, and exclude it the consideration of the case.	in assigning to this word the meaning of towards or in the direction of, in the con- nection in which it occurs in this contract. I shall therefore, bold in meansured	himsetL. He was seen to put a stamp on a letter on board the boat, but it is not known what became of the letter. Before starting last evening, he wished his brother am	SUPERIOR COURT.	be period in the fature, as the Company have failed to perform their part of the agreement, and by their dilatory and un- satisfactory methols, have forfeited all	Standards contrasts in some linearthout the p Standards and commence at any dime. For p uters call 5 the College office, 34 Fost of sear.
and, without any claim being made or my heirs concerning the aforesaid Contra Costa, March 18, 1852.	As before stated, however, such was the eneral condition of the track, and from his it was named, just as Snanish and	trength and authority of the following , viz: Bogge vs. Merced Mining Co., al., 279: Davis vs. Davis, 26 id., 38, 24 id., 124; all of which	the facts hereinberger referred to, and of the law as shown by the above authorities, that these words "al sur" were intended to be used in a sense which world intended to	ployees of the Lick House good-bye, and stated that he aras going to sea. Women's Temperance Union.	ing. Proceedings had March 20th. Hi- bernia Savings and Loan Society vs. S. Wheeler-Decree of foreclosure granted plaintiff for \$3.400 to the second	rant to the subscriptions in question. Elam Brown, R. Shreve, R. B. Dunn, B. Hooge, H. S. Shney, Frank Webb, Orris False, T. E. Middleton, G. W.	M J KRITH
constract and conveyance (1 and 2) A seen in avidence by the plaintiff for pose of showing that the land sought to proceed along that the land sought to	faction ranches were named from some bes istinguished feature, although such fea- tion are might include only a small portion of Ir he land. Thus the "Willows" or "Suc-	en upon examination have no applica- to the facts of this case. all these cases the detendants relied an equitable defense, which much have	whole of the tract called Encinal, and shall, therefore, translate, or apply them accordingly, i. a., to the southward, or southerly, or in the direction of the	The Women's Christian Temperance Union earnestly desire that every woman in Oakland, who favors temperance and the better observance of the state of the	Edaon Adama-Judgmont rendered for de- fendant. Department Two, No proceedings.	M. Kirsch, E. Dole. A Card.	1007 Broadway,
the exception contained in the dealers coments hereinafter mentioned under plaintiff's claims title (numbered 3, 1 7 and 8), and that's may was limit-	nores," from a time of that kind of timber aper long the allavium of a water course, and Cal a this county may named the Rancho but Potrero ds. les Carriba," (or "Phainne of	ially pleaded (Meedow vs. Parsons, 19, 294; Cadik vs. Majors, 33 id., 288); THE EVIDENCE OFFERED	But were this otherwise - if the particu- lar description following the previous gen- eral description of the premises are irre- coscileable - then the latter must be	present at a meeting of lailes, to be held in Masonie Hall, Thursday, March 30th, at 3 o'clock F. H. Mr. Ell Johnson, whose head and lestness "The formation of the second	presiding. Proceedings have March 29th. Probate-Estate of Wm. II. Hooper, de- ceased ; order confirming sale of real estate, and decras of distribution	and indiscretions of youth, nervous wak- ness, early decay, loss of manheod, etc., I will send a recipe that will cure you, free of charge.	Keller's Improv
purpose only by plaintiff's attorney. t	he little hills,") from a range of low hills By	the defendants and received as afore-	jected.	have created so great an interest, will give	Betate of A. H. Koopman, deceased ; or-	ered by a missionary in South America.	U.S.