1864- JANUARY - THRU - DECEMBER
BUSINESS

I hereby authorize Capt John Kellogg, or in his stead A. J. Endicott Esq of San Diego, to sell or transfer a certain Judgment rendered in my favor against José R. Estudillo November 29 - 1858 for the sum of $1321.24 and recorded in San Diego County, to any person or persons, whom they or either of them may find willing to purchase the same, and to receive and receipt for in my name for the money or note in payment thereof, and whatever they or either of them do in the premises I hereby ratify and confirm, and further I agree with the party or parties to whom such sale may be made to cancel this judgment against Estudillo whenever called upon to do so, providing arrangements for effecting such sale are entered into within thirty days from the date hereof.—

San Francisco,
February 10th 1864

Wm S Wheeler

Power of Attorney —

Escajadillo Papers

Old adjustments agreement bet Pendleton, Morgan etc

28
46
20
10
1024

116
92
24

low Davis. From S.F. Herald

1166
3960 Date

LEGAL NOTICES.

IN THE DISTRICT COURT OF THE Fourth Judicial District of the State of California, in and for the city and county of San Francisco.—ANTONIO F. SOMELLERA, Plaintiff, vs. JOSE RUIZ ESCAJADILLO, Defendants.—Action brought in the District Court of the Fourth Judicial District of the State of California, and the complaint filed in the city and county of San Francisco, in the office of the Clerk of said District Court.

The People of the State of California send greeting to Jose Ruiz Escajadillo:

You are hereby required to appear in an action brought against you by the above-named plaintiff in the District Court of the Fourth Judicial District of the State of California, in and for the city and county of San Francisco, and to answer the complaint filed therein (a copy of which accompanies this summons) within ten days (exclusive of the day of service) after the service on you of this summons—if served within this county; if served out of this county, but within this Judicial District, within twenty days; or if served out of said District, then within forty days—or judgment by default will be taken against you.

The said action is brought to obtain a decree of this Court for the foreclosure of a certain mortgage, described in the complaint and executed by the said defendant on the 17th day of December, A. D. 1855, to secure the payment of a certain indebtedness owing to plaintiff by defendant, and amounting to the sum of $1,188, together with interest thereon at the rate of two per cent. per month; that the premises conveyed by said mortgage may be sold, and the proceeds applied to the payment of said amount of principal, together with interest as aforesaid, counsel fees, and costs of suit; and in case such proceeds are not sufficient to pay the same, then to obtain an execution against said defendant for the balance remaining due and also that the said defendant, and all persons claiming by, through or under him may be barred and foreclosed of all right, title, claim, lien, equity of redemption, and interest in and to said mortgaged premises, and for other and further relief.

And if you fail to appear and answer the said complaint, as above required, the plaintiff will take defaul against you, and apply to the Court for the relief demanded in the complaint.

Given under my hand and the seal of the District Court of the Fourth Judicial District, this 29th day of May, in the year of our Lord one thousand eight hundred and sixty-nine.

[SEAL.] WASHINGTON BARTLETT, Clerk.
By OSCAR WEIL, Deputy Clerk.

Wm. H. Patterson, Plaintiff's Attorney.
je3 1aw3mTh

IN THE DISTRICT COURT OF THE

LAW INTELLIGENCE.

SATURDAY, May 29th, 1869.

U. S. Circuit Court.—FIELD, J.

The United States Circuit Court will sit on Monday, May 31st, Judge Field presiding.

The calendar of cases on appeal from the United States District Court will be called and set for argument. Other cases may be set for trial upon stipulation of parties between this time and the beginning of the June term.

U. S. District Court—HOFFMAN, J.

BANKRUPTCY CASE.

Jacob John Smith, a poultry dealer.—Liabilities, $2,000, assets nothing. Petition was filed this day. This Court will meet on Tuesday next, June 1st.

Fourth District Court.—SAWYER, J.

SUIT ON MORTGAGE.

Antonio F. Someltara sues José Ruiz Escajidillo to recover dues on a mortgage alleged to be due plaintiff.

EJECTMENT SUIT.

Robert Allison institutes suit against J. W. McClaim, to regain possession of a section of land in Solano County, and for $5,000, withheld during the possession thereof, and for damages in the sum of $5,000.

Fourth District C[illegible]

Whaley vs Escajadillo -

Amount Judgment - principal and costs - rendered November 29. 1858 $1321.27
Interest due from rendition to February 28 1864 5 yrs 3 mos at 10% per ann: 693.66
— Total amount due — $2014.93

I am willing to cancel, sell or transfer this judgment for the sum of One thousand dollars, one half cash and the balance on a credit of from 30 to 60 days, to be secured by note endorsed by some responsible party (to the satisfaction of G. S. Endsworth Esq) payable in gold coin, bearing interest, at the rate of two per cent per month till paid - provided the offer is accepted anytime within thirty days from the date hereof —

H. R. Whaley

San Francisco
Feby 18th 1864

I append the following, merely to show the heavy loss I have been subjected to by Escajadillo.
Sums of money advanced for account of Escajadillo and expended in the estimation of my claim against him —

Cash loaned him borrowed from Capt Kellogg at 5% per month (to be returned by him 2 mos to enable his bondsmen from attachment by L. A. Sonderman) —	$300.00	
Costs of Court —	194.60	
Included in the amount of Judgment —		494.60
Counsel fees paid Gilchrist and Endsworth	100.00	
Acknowledging Kellogg's deposition	1.00	
" Power of Attorney to Reuiz	1.50	
Notice for Power of Attorney in Spanish and translation of the same	25.00	
Paid Lucero, Justice of the Peace in Santa Fe	1.00	
Expenses going to Santa Fe and back and repairs of carriage	150.00	
Interest paid Kellogg and others on $300. 4 mos 5% 12 mos 4% 6 mos 3%	258.00	~~536.00~~
— Amount for which I can make no declaration —		536.00
— Total amount of Cash expended —		$1030.60

Besides which owing to the negligence of Gilchrist in filing complaint and asking for interest the judgment was entered for nearly three hundred dollars less than it should have been —

I hereby authorize Capt John Kellogg, or in his stead A. S. Endworth Esq. of San Diego to sell or transfer a certain judgment rendered in my favor against José R. Escajadillo Nov 29 1858 for $1321.27 and recorded in San Diego County to any person or persons whom they or either of them may find willing to purchase the same — and to receive and receipt for in my name for the money or note in payment thereof and whatever they or either of them do in the premises I hereby ratify and confirm. and further I agree with the party or parties to whom such sale may be made, to cancel this judgment against Escajadillo whenever called upon to do so, providing arrangements for effecting such sale an extend into within thirty days from the date hereof

Thos A. Shelley

San Francisco
February 10th 1864

Private instructions —

Should there be any chance of effecting a sale of this judgment against Escajadillo you will please do so on possibly cash and upon the most advantageous terms but in no case am I willing to sell for less than fifty cents upon the dollar on the amount of the judgment as stockeled $1321.27 — equal to $660.63 —

You will please confer with Squire Endworth on all important matters and in the event of effecting not only partially effecting a settlement — leave all papers relating thereto with him to take such further action as he may deem proper — You will sell only for cash or an indorsed note approved by A. S. Endworth Esq. I doubt if you can to take stock under any circumstances no matter how low the price —

San Diego Nov. 23. 1870.

Mr Patterson,

Dear Sir,

Mr Whaley goes to S. F. and will probably call on you in reference to business matters connected with the "Otay" Rancho. His judgt against Escojadillo entitles him to redeem, but in the present state of things in this portion of the State, it is at least an open question whether he had not better lose his judgt rather than pay $5600. to redeem. —

I would also call your attention to this point — whether it would not be advisable for Somillera to take less

than $5600, for his two
thirds interest. ——
I shall be the gainer, if Mr
Whaley redeems, but I
cannot advise it for against
his own interest as to
redeem without some
abatement, consistent
with the diminished
value of lands in this
country, & the uncertainty
of our getting either Lain
or a Railroad, within
any reasonable length of
time. Hoping that the
interests of bondholders may
be made to harmonize with
those of Mr Whaley — I
remain —

Yours Respectfully

J. J. Sanborne

Rancho [illegible] 88170 acres [illegible] $5326.[illegible]
Patented [illegible] 1869 $158.78
8 p. ct 8.00
$167.78

W. J. McCreary
Dist. Atty.

Assessed to Unknown Owner

Roy Ranch for
The County of San Diego

6.65 Acres $54,002.75 Amt Assessed

State Tax $543.18
County — 99.86
Total Tax — $1443.04

Send forthwith certified copies papers in first suit Nov: 1858, Claimed here that Court obtained no jurisdiction of defendant.

H. K. Moore
21 Cong. St.

Moo 3

2,00
50
3,50

San Diego, Cal. Dec. 26th, 1870

Wilmore Sanborn hereby agrees to accept the sum of one hundred dollars in gold coin in full of all claims for legal services in the case of Thomas vs. Sequoitillo, and acknowledge the receipt of fifty dollars on account of the same.

Wilmore Sanborn

by A. Sanborn.

Jan A.D. 1870.

James McCoy
Sheriff.

State of California
County of San Diego } ss.

I, G. A. Pendleton, County Clerk and ex-officio County Recorder in and for the County of San Diego, hereby certify that the above and foregoing is a full, true and correct copy of the Original Certificate of Sale now on file in my Office.

In Witness Whereof I have hereunto set my hand and affixed my Official seal this 22d day of November A.D. 1870.

G. A. Pendleton
County Recorder
By D. G. Pallaire. Deputy

Certificate of Sale
of J. B. Clay Brooks
by Sheriff McCoy
Convey
To
Edward Jacobs

Filed 2 [illegible]

I, James McCoy, Sheriff of the County of San Diego, State of California, do hereby certify that under and by virtue of a decree of foreclosure and sale, issued out of the District Court of the 4th Judicial District, in and for the City and County of San Francisco, of the said State in the action of Antonio P. Sorrellero, against Jose Ruiz Escajadillo, duly attested the 27th day of April AD 1870 and to me as such Sheriff duly directed and delivered, whereby I was ordered to give public notice to sell the property hereinafter described, according to law, and apply the proceeds of such sale towards the satisfaction of the judgment in said action, amounting to the sum of Five thousand one hundred and seventy six 52/100 Dollars, with interest and costs of suit, together with the taxes and assessments due on said premises. I duly levied upon and on the 25th day of June AD 1870. at 10 O'clock A.M. of said day at the Court house door, in the City and County of San Diego I duly sold at public auction according to law and after due and legal notice to Antonio P. Sorrellero who made the highest bid therefor at such sale, for the sum of Nine thousand six hundred dollars, which was the whole price paid, the real estate in said decree and order of sale described as follows, to wit,

All the equal undivided two third (2/3) of the Ranch known and called "Clay" lying and being situate in the County of San Diego, State of California, bounded and described as follows: Beginning at a point marked "N.E." being the Southeast Corner of the "Ranchs de la Nacion;" thence according to the true Meridian, the variation of the magnetic needle being 13 deg. 30 min. East North 71 deg. East at 69 chains 8 links W.L. crosses a ravine 20 links wide, course South 164 chains 50 links to a charred post marked "C.N.E." in Mound station and North East corner of this Ranch, thence South 19 deg. East 143 chains to a trail course south West and North east 174 chains and 50 links to Clay Creek 50 links wide, Course West at 176 chains, ascendy table land 190 chains to a post marked "C.S.E." in rock mound station and Southeast corner of the Ranch, thence South 71 deg. West 20 chains to a ravine 50 links wide, course North West at the foot of hills 34 chains to the top of ridge 143 chains 50 links to a dry creek 90 links wide, course North-west at foot hills 82 chains, to top of hill 90 chains, to foot of hill 100 chains to top of hill, 106 chains to foot of hill, 124 chains to top of hill and descendy 250 chains to foot of hill 261 chains to top of hills, 275 chains to the East foot of hill 281 chains to top of table land 350 chains.

and 42 links to a charred post marked "C.S.W." in mound in a deep hollow, course North 19 deg West at the foot of hill station and South West corner of this Ranch, thence down said hollow North 19 deg West at 41 chains enters "Clay" Valley 58 chains 70 links to a road course East and West at 80 chains crosses Clay Creek 80 links wide, course West at 90 chains leaves Valley and ascends table land 190 chains to a post marked "C.W.W." on mound on South boundary of Ranch de la Glacier station from which the post line between ranges 1 and 2 West Townships 18 South 29 chains and 50 links South of Corner to sections 7. 12. 13 and 18. bears South 71 deg. West, distant 84 chains 34 links, thence retracing the line of the Ranch de la Glacier over broken hills North 71 deg. East 30 chains to a Canyon 6 chains wide, course South West 105 chains to a Canyon 3 chains wide, course South East 185 chains 92 links to the place of beginning, Containing Sixty six hundred and fifty seven 98/100 (6657.98/100) acres more or less. And I do further certify that the said property was sold in one parcel, that the said sum of Nine thousand six hundred dollars was the highest bid made therefor, and that the same is subject to redemption, pursuant to the statute in such case made and provided.

Given under my hand this 25th day of

To Antonio Fernandez Sonellera;

You will

Serve this notice. That:

Whereas by virtue and in pursuance of a Decree of Foreclosure and Order of Sale issued out of the Fourth District Court in a suit there pending wherein Antonio F. Sonellera was Plaintiff and José Ruiz Escajadillo was Defendant, which said Decree and Order was dated Apr 27th A.D. 1870, the Sheriff of the County of San Diego did on the 25th day of June, A.D. 1870, sell at public auction all the interest of the said Escajadillo in an undivided two thirds part of the Rancho "Otay," situate in said County, to the said A. F. Sonellera for the sum of $5600:- And whereas a judgment was rendered on the 15th day of July, A.D. 1870, in the Seventeenth District Court, in a suit there pending wherein Thomas Whaley was Plaintiff and the aforesaid José Ruiz Escajadillo was Defendant for the sum of $2922 55/100 with legal interest till paid: And whereas the said last mentioned judgment remains and is wholly unpaid: And whereas the said Thomas Whaley is about to avail himself of the statutory right to redeem the aforesaid premises: Now therefore you are hereby required and the said Thomas Whaley does hereby make demand of you that you do well and truly make and

render to him, the said Haley, a written and verified statement of the amount and value of any and all rents issues and profits received by you or your assigns at any time subsequent to the 25th day of June, A.D. 1870, from the property sold as aforesaid on the day and year last named and purchased by yourself.

Dated at San Francisco December 1870.

Demand of Statement of Rents & Profits from Ellis & Haley "Rancho Olay."

To Antonio Fernandez Smellera,

You will please take notice that:

Whereas by virtue and in pursuance of a decree of foreclosure and Order of Sale issued out of the Fourth District Court in a suit then pending wherein Antonio F. Smellera was Plaintiff and José Ruiz Escajadillo was Defendant, which said decree and order was dated April 27th A.D. 1870, the Sheriff of the County of San Diego did on the 25th day of June A.D. 1870 sell at public auction all the interest of the said Escajadillo in an undivided two thirds part of the ranchos "Otay" situate in said County, to the said A. F. Smellera for the sum of $5600.— And whereas judgment was rendered on the 15th day of July A.D. 1870 in the Seventeenth District Court, in a suit then pending wherein Thomas Whaley was Plaintiff and the aforesaid José Ruiz Escajadillo was Defendant for the sum of $2922.55/100 with legal interest till paid; and whereas the said last mentioned judgment remains and is wholly unpaid; And whereas the said Thomas Whaley is about to avail himself of the statutory right to redeem the aforesaid premises;

Now therefore you are hereby required and the said Thomas Whaley does hereby make demand of you that you do well and truly make and render to him the said Whaley a written and verified

Statement of the amount and value of any and all rents, issues and profits received by you or your assigns at any time subsequent to the 25th day of June A.D. 1870, from the property sold as aforesaid on the day and year last named and purchased by yourself.

Dated at San Francisco, December 1870

Copy of
Owners Statement
of
Rents & Profits from
"Ophir"
"Otay"
2/3 rds of the Rancho

Sheriff's Costs

Antonio H. Sonellero vs José Ruiz Escajadillo } Sale of 2/3 Otero Ranchos under foreclosure of Mortgage Execution out of 4th Dist Court S.F.

May	Levy	$2.00
	Posting Notices	6.00
	" Postponement	6.00
	Mileage	6.10
June 27	2 Certificates of Sale & filing	118.00
	Received Payment from Plaintiff's Atty	$146.10

San Diego. Dec. 12th, 1870.

Friend Moore,

Yours of Dec. 3d, is received. I have sent you the copy of the judgt roll in the first suit, as you wished, but Irwin's objections do not apply to the first suit, as the service of summons was personal, and they are incorrect in regard to the second judgt, if he so intended them. — — All this ignorance is merely to bluff Whaley, & prevent him from blundering. — They are more anxious than I had expected they would be to retain the

Ranch, inasmuch as they have offered Whaley $500 for his judgt while I had believed they would give him nothing, but would merely try to impeach him. — —
Again, if they really considered Whaley's judgt to be invalid, they are not the men to offer $500 for it, — not much. — And once more, why all this talk on their part about re-redeeming, if Whaley has no ground to stand on in law? — —
It is well to be <u>careful</u>, however, and perhaps Whaley may do as well to settle with them by taking our interest with

them in the Ranch.
This would be attended
with far less trouble
& risk. — — — —
Send bill for services
in examining papers
in suit against Bandini
& Reiner, made out
against the "Estate of
Joseph Reiner, deceased."
— — — —
Torres? Quietly ascertain
for me, the name in full,
Victoriana or Victoriano
Torres — male or female —
when & where deceased,
& whether any heirs in
this State — in short, give me
the jurisdictional facts for probate,
and send to me as soon as may be.
Regards to Mr Wheaton & Mr Shearer.
Yours — [illegible]

4th S.C. M/5230 -

A.T. Somellera

n

Jose Ruiz Escajadillo -

Def/D -

Thomas Whaley Esq

To H.K. Moore Dr.

1870

Dec 16: To fee for service in negotiating sale of judg: to Somellera — $50.00

Rec'd Payment

H.K. Moore

San Diego. Dec 6th, 1870. — —

Friend Moore,

Your telegram of the 3d was received by us on the afternoon of the 5th (yesterday), and so we are unable, I presume, to send you the copy of the judgt roll in the first case: Whaley vs Escajadillo, in A.D. 1858, by the steamer of today. Wilson has gone to Oldtown, and the certified copy will be sent by express overland at once. In the first case, service of the summons was had on the Defts personally, in this county, by the County Sheriff, & such is the return. However, as far as Whaley's last judgt is concerned, it makes no difference whether the former judgt was valid or void. The latter judgt is regular, & cannot be attacked collaterally. Dona Escajadillo himself could, under sec. 68, of the Pr. Act, come in & answer to the merits within six months. I lies not in any other person to question the merits of Whaley's last judgt. — I think the objection was raised merely

for effect — to bluff & gain time, & prevent Whaley from redeeming. — Be sure of this — Patterson's claim, or Patterson, will not buy Whaley's judgt; it would be of no use to them, except to prevent Whaley from redeeming. If anything is to be done, it must be simply this — Whaley must raise the money and redeem. That is all. All else is mere talk, & means nothing; — Unless Mr Whaley can sell his judgt to some one who wishes to come in as a redemptioner by means of it. I dont see how anything can be made by conferring with Patterson, unless he can be made to take less than the $5600 as the amount of redemption money, with interest as required by law. —

Yours &c S. S. Taylor

San Francisco February 10th 1856.

Private instructions.

To Capt John Kellogg or in his stead
A. S. Ensworth Esq.

Should there be any chance of effecting, through Geo A. Pendleton Esq of San Diego, a sale of the Judgment in my favor against José R. Escajadillo, you will please do so and upon the most advantageous terms, but in no case for a less sum than fifty cents on the dollar on the amount of the Judgment as docketed $1321.27 equal to $660.63. You will please confer with A. S. Ensworth Esq for legal advice if necessary, and in the event of not effecting, or only partially effecting a Settlement, leave the papers herewith enclosed, with him to take such further action as he may deem proper — You will sell only for Cash or an endorsed note, approved by A. S. Ensworth Esq

Yours truly
H. D. Thacher

P.S. Probably it will be best for you to confer with Squire Ensworth and show him these papers before seeing Pendleton, so as to be fairly posted in regard to matters.

H. D. Th

Private Instructions_

Son. Ant.º Arguello_
Ex Estudiante.

CAPT. GEO. L. DE BLOIS, THOMAS WHALEY.

DE BLOIS & CO.

GENERAL

Produce, Shipping & Commission

MERCHANTS,

NO. 421 DAVIS STREET, near OREGON.

SAN FRANCISCO.

Ship and Passenger Stores carefully put up. Attention paid to purchasing and forwarding Goods.

Liberal CASH ADVANCES made on CONSIGNMENTS.

Guadalupe Estudillo
San Diego —
Mrs Aguirre a Power with
Estudillo — 8 yrs Contract
end this year —
Move to Camuesco to sell
apples & to Pendleton
that the Corral have all over
60 ⁰/₀ Aug 25 — 1865.

— Copy of Correspondence —

Received Feby 2nd 1864

San Diego January 16th 1864.

Dear Sir —

The Court, docketed a Judgment in your favor and against José R Escajadillo for the sum of $1321.27 principal and costs. I wish you would inform me what is the lowest figure you will take for this judgment in case any one wished to purchase it, and what proportion of the amount you will receive in Stock and what in cash, and if duly paid, the highest sum you are willing to take and transfer the Judgment. At the same time that I make this enquiry of you I know of no property out of which the debt can be made, nor is Escajadillo interested at all in the enquiry here made — Any reply, an answer requested. In haste,

Thomas W Haley Esq
San Francisco.

Yours &c
George A. Pendleton.

— Answer —

San Francisco, February 5th 1864.

Geo. A. Pendleton Esq
— San Diego —

Dear Sir,

Your communication of the 16th January from Lime Caste or other was delayed till the 2nd inst, which will explain to you why I have not sooner written. Respecting the enquiries made as to what I will sell the Judgment for against Escajadillo — I have determined, Capt Kellogg having kindly consented to attend to the matter, to leave it entirely in his hands, (public business requiring him to proceed to San Diego per next trip of the Senator, about the 10th of the month,) and I have no doubt he will be able, from the full power which I shall give him, to negociate with you, or the party in interest upon satisfactory terms — if a fair and honorable compromise is the intention — much more readily than any correspondence between us upon the subject. I think too, I may rely upon your aid, as an old friend, to do all within your power, to further my interest, knowing as you do the facts of the case and how grievously I have been wronged by Escajadillo. Should the limited time which Capt K will be in San Diego, or other circumstances delay or prevent an immediate settlement, you will please confer with A. S. Endicott Esq, to whom Capt K will turn over his authority as per instructions. I send this overland, retaining a copy to go by Steamer, that you may be prepared to meet Capt K upon his arrival there —

Yours truly
Thos W Haley

Sent over land, duplicate
per Steamer Feby 10 1864

Copy of Correspondence
with
George A. Pendleton Esq.

Whaley
vs
Escapadillo
& Revis

Brief in action to set aside fraudulent assignment —

Abbott's Forms 402

Form of Compl. Ancl — Form of verification (Pr. Act. Sec. 113)
Injunction, & verification attached to be served with injunction to be ~~attached~~ to Compl't (ibid.)

10 R 352
Pr. Act, Sec 111. (Old Ed)

Injunction — Form of — Order for may be made by judge in advance of filing (12 R 10)
Manner of service (See special note to Sec. 111, in Pr. Act Ed. 1860)

McCall's Forms 330

Injunction Bond — Form of — (Not N. Y. Stat. Sec. 222 & Code Pr. Act, Sec. 115; are substantially the same — justify color see Sec 650 Pr. Act —

Edmonson vs Mason
Sac. D. C. Oct. 6. 1860

Summons — ~~Take service by copy made by Sheriff~~ — Not necessary that copies of summons should be made by the clerk, or be certified to as copies under his seal — only the Compl't to be certified —

In Dist. Court —

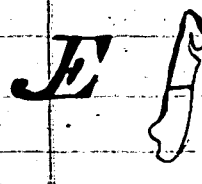
Thos. Whaley

vs

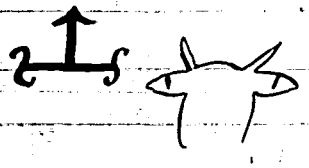
Escapedella & Reves

Brief —

Thos Wheeler
vs
José Rivas & Co et ville
Brand Registered Oct 10. 1854



Brands of Pedro Porter, registered
Feb. 16th 1856



Judgment rendered Nov 27th 1858,
I dorsed Nov. 29th 1858, for
$1126,67 debt
194 60 Costs
$1321,27

No Ex. issued
Dec. 22d 1860. Ex. is sued & delivered
to Sheff.

Wholey,
by
Escajadillo d.
Ruiz
Memorandum

Stolen
or
Destroyed

The Repairs to this
case since [illegible]
been effected [illegible]
Clerk — for [illegible]
I could not [illegible]
proof —

As the Judgment stands in San Diego—

Amount Bill $1126.67

Cost Court 194.60

Amount Judgment $1.321.27 Rendered Nov 29:58

Interest due from the rendition of the Judgment until paid. 10% per annum amounting to nearly $1600-00

Should a Suit be commenced at Santa Lonas—

Amount Bill $1126.67 July 1856.	
Interest till Present time—	$
Costs of Court in San Diego	194.60
Acknowledging Kellogg's deposition	1.00
" Power of Attorney	1.00
Paid Morlin for Translating	25.00
" Lucero in Santa Thomas	1.00
" A. R. Gitchell Esq	57.20
" A. S. Ewworth Esq	20.00
Expense going to Santa Lonas and back to effect settlement	150.00
	449.80
Interest paid Kellogg on $300— in loan Especitis 4 mos 5% 12— 4— 5— 3—	258.
	$707.80
	194 60
	513 20

Bill of Sale Barley orders in English & Spanish
J Kellogg's deposition in English & Spanish
Document made in Santa Fe by Dolores Lucero
Receipt from Lucero for $1.00
Letter and order from Escajadillo
Power of Attorney to Candido Chavez

Sept 14. 1863. Met Mateo Moreno, who informed me that owing to a difficulty arising between Rivas and Escajadillo, the former had turned the cattle over to Cutler, which he had for some years held under a bill of Sale. Escajadillo has made a bill of Sale of the cattle to Estudillo in whose possession they are at present at the Estudillo ranch of Pacinto. Don Mateo Moreno thinks I may be able to get the amount of my claim or at least make a fair compromise.

J H Redheffer

San Diego á 7.º de Nov.e 1860.

Mr. Thomas Wayley

San Francisco.

Muy Señor mio.

El Doctor C. Arnavar, que vd. conoce, desea obtener de vd. un poder ó autorizacion para cobrar á José R. Escajadillo la cuenta que este le debe á vd. y que tan injustamente retiene. El Dr. Arnavar sabe todo el traspaso que Escajadillo ha hecho á Rivas, y ahora que hay autoridades ó jueces legales en la frontera de la Baja California, es buena oportunidad para el negocio de vd. — Si vd. quiere dar al Dr. Arnavar esta comision, procure vd. que la carta poder firmada de vd. esté autorizada por un Notario Publico, y que tambien autorice las firmas el Consul mejicano en San Francisco. Los documentos que vd. debe tener de los trámites que se siguieron sobre los intereses de vd. contra Escajadillo en la Corte de San Diego, es oportuno que los recibiera Arnavar para presentarlos en la Corte ó Tribunal en Santo Tomás. Espero que vd. me responderá esta carta á la vuelta del "Senator".

Soy de vd. su obediente servidor

José Matías Moreno

(Original received Feb. 2 1864) Copy —

San Diego January 16 – 1864 –

Dear Sir,

Hon Stands doubtful a Judgment in your favor and against José R. Escajadillo for the sum of $1321.27 principal and costs — I wish you would inform me what is the lowest figure you will take for that Judgment, in case any one wished to purchase it, and what proportion of the amount you will receive in Stock and what in Cash, and if only cash the lowest sum you are willing to take and hold for the Judgment. At the same time that I make this enquiry of you I know of no property out of which the debt can be made, nor is Escajadillo interested at all in the enquiry here made — An early answer requested.

Yours &c
Geo A. Pendleton.

Thomas Whaley Esq
San Francisco

Present my kind regards to your lady

— Answer —

San Francisco, February 5th 1864.

Geo A. Pendleton Esq.

Dear Sir,

Your communication of the 16th January from San Diego was delayed till the 2nd inst which will account to you for my not answering sooner — Respecting the enquiries made as to what I would take the judgment against Escajadillo for, I have determined, Capt Kellogg having kindly consented to attend to the matter, to leave it entirely in his hands, public business requiring him to proceed to San Diego per next trip of the Senator and I have no doubt he will be able, from the full power which I shall give him, to negociate with you or the party in interest upon satisfactory terms, if a fair and honorable compromise is the intention — much better than by any correspondence between us upon the subject — I think too, as an old friend, I may count upon your aid, to do all that lies in your power, for the furtherance of my interests, knowing the facts of the case and how grievously I have been wronged by Escajadillo — Should the limited time which Capt K will remain in San Diego, the circumstances delay or prevent an immediate settlement you will please confer with A. S. Ellsworth Esq to whom Capt K will turn over his authority as from us therein. I send the overland returning a copy to go by Steamer that you may be prepared to meet Capt K upon his arrival there — Mrs W accepts and reciprocates your kind regards, and is glad to think she is not quite forgotten by all her friends in San Diego —

Yours truly
Thos Whaley —

P.S. I overland duplicate per Steamer Sentor —

Whaley vs. Escajadillo.

Amount Judgment – principal & costs – rendered November 29 – 1858.	$1321.27
Interest due from rendition of Judgment to Feby 29 – 1864. 5 yrs @ 10 p per ann:	693.66
– Total Amount due on Judgment –	$2.014.93

I am willing to cancel, sell or transfer this Judgment for the sum of One thousand dollars, one half cash and the balance on a credit of from 30 to 60 days, to be secured by note endorsed by some responsible party (to the satisfaction of A. S. Entworth Esq) payable in gold coin, bearing interest at the rate of two per cent per month till paid – provided this offer is accepted any time within thirty days from the date hereof –

San Francisco.
Feby 10th 1864

Thos L Whaley

– The following shows the heavy loss I have been subjected to –

Sums of money advanced for account of José R. Escajadillo and expended in the prosecution of my claim against him –

Cash loaned him borrowed from Capt Kellogg at 5% per month to be returned in 60 days, to unlock his Stock attached by F. A. Franklin	$300.00	
Costs of Court in Suit brought against him –	194.60	
– Amount included in the Judgment –		$494.60
Lawyers' fees paid Citchill and Entworth	100.00	
Acknowledging Kellogg's deposition	1.00	
" Power of Attorney to Reuier	1.00	
Noglin for Power Attorney in Spanish and translation of Papers	25.00	
Paid Cicero, Justice of the Peace at Santa Tomas.	100	
Expenses going to Santa Tomas and back and unpaid of Garrison	150.00	
Interest paid Kellogg and others on $300.00. 4 mos 5% & 12 mos 4% & 6 mos 5% –	258.00	
– Amount for which I could make no legal reclamation –		536.00
– Total Amount Cash expended –		$1.030 60

Besides which – owing to the negligence of Citchill in not asking for interest in the Complaint, the Judgment was rendered for nearly three hundred dollars less than it would otherwise have been –

I write also state that I have not seen Escajadillo since I loaned him the $300.00 in 1856, excepting for a few minutes at Santa Tomas, when I went expressly for the purpose – moreover I have written to him repeatedly without receiving an answer. Upon finding himself insolvent he put his property out of his hands and had it out ever since, having the ability to pay not even proposing an honorable compromise – He should ask his clemency from me – Thos L Whaley

Statement
of Amount of Judgment
— against —
J. R. Estrajadillo —

Thos. Whaley To J. Reiner Sheriff Dr.

To Fees in Case of Whaley vs Mozart $26.60
" " do vs Anderson 11.00
" " do — vs Escajadillo 145.20
182.80

Rec.d Payment
Sept. 2d 1857
J. Reiner Sheriff
By P. Crosthwaite
Under Sheriff

Cost Escajadillo's Suit $145.20
" Mozart — 26.60
— Anderson — 11.00
182.80
Less amt paid by Whaley & Anderson & Jacobs 78.00
$104.80
Less Amount paid Reiner $93.94
Paid balance in Cash to Crosthwaite under Sheriff $10.86

Sheriff Costs —

in Mogarts Suit $26.60

Chapadillo do 11.00

Anderson do 145.20

$182.80

Exchange for $55.00

New Orleans June 25. 1850

Salvador B. Chappell Esq.

Pay this my first of exchange (Second of the same tenor and date unpaid) pay to the order of Samuel Shaler Fifty five Dollars on demand. and oblige

Yours truly

James S Chappell

To Salvador B. Chappell Esq.
No 4 Sen St
New York.

Pay to the order of
Mess Morgan, Walker & Smith.
Thos Whaler

San Francisco C

At Sight Please pay to the
Whaley Thirty dollars. and
same to me.

Edw

To Edward S Pamills

near 1st Avenue

$45.

San Francisco June 25/50

Received from Thos Wharley Esq Forty five dollars for draft given him this day on my brother Solon B Chaffee of New York for Fifty five dollars

Jerome S Chaffee

San Diego Aug 14th 1888

Don Julio Moreno

Dr. Thos Ohaver

To Medicines

& Prac occ ajo — $3.00

San Francisco Sept. 24th 1849.

Bought of Thomas Whaley this day One Cart & Harness for Two hundred & Twenty five Dollars for which I have paid him Forty one Dollars in Cash and given my notes for $101.00 and $83.00 the first due Oct. the 9th & the Second Oct. 24th 1849.

I give Thomas Whaley a lien upon said cart & harness until the said notes are taken up & paid and in the event of the notes not being taken up at the time specified I agree to allow him ten per cent per mon. for the use of the money.

James Boyd

3.50
2.50
1.00

No. 1

$131.00 San Francisco June 18th 1857

At sight Pay to the order of Thos Whaley thirty dollars and charge the same to me

(Duplicate 6th)

Edw W Powell

To Edw J Powell 61st New York

[illegible]

June 18. 1880
ndue of Thos
charge the
W Parsells

San Francisco June 25th 1850.

Salvador B Chappell Esq

Pay this my second of exchange, the first of the same tenor and date unpaid, pay to the order of Thomas Whaley fifty five dollars for demand and oblige

Your Ums

Thomas S Chappell

To Salvador B Chappell Esq
No 41 South Street
New York.

Please pay to the order of
Morgan Parker & Smith.

Thos Stacey

~~Negotiable Note~~

San Francisco Octo 17/68

Thomas Whaley Esq.

Dear Sir.

Your letter and remittance of octo 10th came safely to hand, thanks for your prompt remittance. I took the $100. and paid the balance $80. to Mr Whaley. I am glad to hear that every thing looks prosperous with you. I hope you will make your fortune

Yours truly
Geo Reed

San Francisco June 4/69

Mess Whaley & Westthwaite
Gents

Yours of 26th May came duly to hand inclosing draft only for $100 for One hundred dollars which was paid and same passed to your credit on a/c.

No boring machines of the pattern you wrote had have yet been received, will send as soon as they arrive.

Yours Respectfully
Fred Cook

Broadway Chase
June 4th
1869

San Francisco 5th June 1853.

Dear Stanley

I have consulted & find this letter will be as ~~[illegible]~~ efficient in your hands as an attested statement and the manner may have a better effect that by standing on a point of law at the start and have your claim affected by it then by posting a menacing attitude in the meantime Nothing but a delay could be the result but should it be necessary I am always here and should I die or leave I should consider it a point of duty to leave you in possession of an attestation

Remain truly yours

[illegible]

$43.20

San Diego Oct 20th 1855

Sixty days after date I promise to pay Hart or order Forty three dollars and Twenty cents with interest at the rate of "Four per cent" per month Value Received

Aron. G. Phelps Sutton

{Negotiable at General Store
Dec. 20th 1855}

Received San Diego
Feby 18th 1856 the within
amount from Thos Whaley

Wm W. Wade

San Diego Nov 15th 1858

Don Garcia Aguilera

To Thomas O'Malley Dr

May 20 To Balance due on Weighing Hay $0.00

Received Payment

Thos O'Malley

San Diego Feby 28th 1858

Dr O. R. Samuels

To Thomas O'Malley Dr

1854

Mar 8 To 1 Barricondle $10.00

Cr By Trade to Jessup from Dowling & Samuels $1.00

June 14 " " Cash 10.50 11.50

Balance due $3.50

San Diego Aug 26th 1858

Mr Andrew Kuss,

Please let Mr Thomas Whaley have Twenty four dollars worth in Beef at his regular cash price and charge the same to account of

H Krusi

$24-00

Accept the above

Andrew Kuss

San Diego May 29th 1887

Mr Louis Roh

Please pay Thomas Vohden

Seventy five dollars and at cents

$75.00

Edw. A. Schneider

Dear Sir Pay to the order of Chas. One Hundred Dollars in U.S. Coin on the 21st day hereof. Authorized for Urban Ruiz San Francisco July 6. 1864

Chas. Ray

Accepted

To Chas. Ray

Stock if and value. delivered to him

Ruiz

Fri, 10th Mo 4 Received
Sixty Dollars on account
of the within note
$60.00 Thos Lothrop

X	Cash for washing	$1.00
X	do do	1.25
	Box Sardines	
	Silk hat	
	3 oz Castile Soap	25
	1 Pr Silk Mitts	
	1 Spool Cotton	12½
	2 Flat Irons	3.00
	1 Tin Coffee Pot	1.25
	8 Papers 4 oz tacks	45
	1 yd Blue Ribbon	
	1 " Green do narrow	
	3 Bunch Egg Plum	
	1 Bath Basin	
	1 Water Bucket	1.00
	1 Large Broom	8½
	1 Lb Salt	12½
	1 Lb Tea in Caddy	8½
	1 Small paper pepper	25
	½ Lb Lard	19
	1 Wf Frying Pan	1.25
	1 Set Knives & Forks	
	6 Tea plates	
	1 Wht Sugar dish	1.50
	3 Lb Sugar	75
	1 Large Bry Matches	12½
	2 Candles	
	1 Pint Vinegar	37½
	1 Lb Butter Crackers	31
	1 Shoulder	2.50
X	Cash	10.00
	9 yds ticking	
	2 lbs Cut Nails	
	4½ yds Linsey	
	10 yds Shirting	
	1 Lb Crackers	
	3 " Potatoes	
	3 Candles	
	4 yds Muslin	
	Subec Box Sardines	
	1 Lb Coffee	
	2 Tallow Candles	
	2 Lb Flour	
	½ " Sugar Crackers	
	1 Wt Cotton Blanket	
	1 Doz 1 3/4 in Buttons	
	14 Lb Potatoes	
	1 Pkg 4 oz tacks	
	1 Wht Tea Pot	
	1 Salt Cup	
	½ Lb Chute	
	1 Lb Soda Crackers	
	1 Qt Molasses	
	6 Dinner Plates	
	1 Cream Pot	

1 Lb Rice	
1 " Onions	
1 " Crackers	
1 " Lump Sugar	
1 Box Tinpan	
8 yds Calico	
4 Candles	
X Cash	5.00
Roll Matting	
1 Bedstead	50
1 Iron Pot	1.00
1 Hammer	
1 Blanket	
X Cash to Mrs for	1.00
Hay for La Pierre	5.00
10 yds Manta for Skirts	
5 Bbls for do	
Sacks for do	1.50
Thread & needles	
Cash for washing	2.00
Repairing Cr Pr	2.00
Freight on Matting &c	
2 Boxes Sardines	45
1 board for table 16 ft	1.44
Lumber for Settee	2.00
Weatherboards	
Board of family	
Draft to Mr Hoff	100.00
Bedroom on do	
Damages on do	
Sat on do	

San Diego, Cal. Mch 31st 1890.

Mr Thomas Whaley

BOUGHT OF **HENRY DAGGETT,**

Pharmacist,

S. W. Cor. Fifth and F. Sts.

Dec	17	Pres. 50 Florida Water 75	1 25		
"	19	Olive Oil	1 00		
	31	Pres 50 Kennedys Discovery 150	2 00		
1890 Jan	2	Pres for Lin 125 Bott Olive Oil 100	2 25		
"	9	Pres. 100	1 00		
"	14	Leniment 100	1 00		
"	16	Pres 50 19th Prescip 125	1 75		
"	22	Prescription 75 23rd Prescription 100	1 75		
"	29	Pres 50 31st 3 Prescription 175	2 25		
Feb	1	Seid Pond 50 Bott Cit-Magnesia 25 2 Porus Plaster 50	1 25		
"	3	Lemine Capsules 25	25		
"	8	Prescription 50 21st Prescription 125	1 75		
"	22	Plaster 25	25		
Mch	3	Pres 50 4th Port Wine 125	1 75		
~~"	11~~	~~Pres 50 17th Kennedys Discovery 150~~	~~2 00~~		
"	19	Castor oil 65	65		
"	22	Pres 100 Porus Plaster 25	1 25		
"	24	Catarrh Cure	1 00	24 40	
		Cr By Error		1 25	
				23 15	
		Overcharge on Wine		50	
				22 65	
Mch	31	By Cash		12 65	
		about 1/2 of the amount by Check	Bal due	10 00	
June	21	Bank of Com. Lily		1 00	
		Recd Payment		11 00	
"	27	in full to date Henry Daggett			

San Diego Febro 23/57

Sor Don José R. Escajadillo

Mui Sor mio:

~~Ob~~

Hace tiempo que le he esperado á Vd. en esto para venir á un arreglo de nuestra cuenta pendiente amistosamente, ~~y le vuelvo á asegurar~~ pero parece segun he oido decir que teme Vd. de que yo me valga de su presencia para tomar pasos que le puedan resultar perjudiciales, y le puedo asegurar que ~~Vd.~~ esta Vd. mui equivocado si tal cosa creyese, pues no puedo ni es mi objeto el perjudicarle pero si solamente venir á un arreglo amistoso que sea en beneficio de ambos, sin que mañana ó otro dia tengamos que hacer gastos superflos por no haber arreglado nuestras cuentas sin necesidad de tercero. — Y le vuelvo á repetir que venga á esto sin temor ninguno pues aun cuando hemos tenido alguna diferencia en nuestras cuentas no por eso me encontrará Vd. menos amigo que antes.

Soy su atento Sepro. Sr. Q.

1 Suits Hatter	$4.50
1 do do	3.00
1 Hair Brushes	2.50
3 Doz Blacking	3.50
1 Doz Combs	1.50
2 Brushes	1.25
2 do	2.25
1 Doz Knives	2.50
1 " do	3.50

San Diego Nov. embre 11. 1858

Sr. Don José R. de Escajadillo

Estimado Señor

No recuerda V.d del tiempo cuando estaba V.d debiendo á Manblan y me rogó V.d le prestara á V.d cierta cantidad de dinero para safarse V.d de su compromiso con dicho Señor? — Le contesté no hallaba pin dinero, á lo que me replicó V.d que si no le buscaba el dinero estaba en la precision de sacrificar todos sus animales que se hallaban embargados por el Sheriff — Mas, me suplicó — V.d por lo mas sagrado que le buscara el dinero = Le hice lo posible — hasta el grado de que mis sentimientos fueron mas fuertes que la razon — pero no dudando de su integridad y honradez de V.d para pagarme á V.d se suplica —

Pedí prestado la suma de $300. — del Quarter Master del Pueblo Nuevo á un interes de cinco por ciento al mes, cuya cantidad entregue á V.d haciendo un aumento considerable con la otra que recibió V.d ~~de mi~~ en efectos &c de mi almacen — Mi confianza en V.d debia de haber sido mui grande cuando todavia le ayude en lo que podia sin perjuicio de mi mismo — Pero ~~en la de~~ de la recomendacion tan amplia y favorable que de V.d me dio, el señor Roamyn que en ninguna ocasion contraria V.d ningun acuerdo

pueda establecerme en algun negocio, y tener el gusto de decir que es Vd. un hombre de bien. Supe por Rodriguez que tenia Vd. intenciones de pasar para esta, pero como me tres que se hallaba Vd. bastante enfermo no lo he esperado, espero que para esta fecha se hallara Vd. restablecido. — Tendria el gusto de hacerle una visita á esa, sino fuera por la dificultad que tengo de andar á caballo, como tambien de no ~~estarme~~ estar seguro de que Vd. queria entrar en un arreglo con migo = Sirvase Vd. escribirme diciendo si se halla Vd. dispuesto á un arreglo; y si conoce Vd. que le es imposible venir á esta, yo pasaré á verle á Vd. á esa = Puede Vd. creerme Señor que no tengo otro deseo ni pensamiento en mi corazon que tener con Vd. un arreglo amistoso. — Espero que apreciaria Vd. mis justos motivos dirigidos en esta carta y con esperanzas de tener una contestacion satisfactoria. — Me repito de Vd. su afmo. y S.S. —

P.D.

Sirvase Vd. contestarme tan pronto como le es posible —

San Diego Noviembre 1. 1858

Sr. Don Jose R. de Estudillo

Estimado Señor

No recuerda Vd. del tiempo cuando estaba Vd. debiendo á Franklin y me rogó Vd. le prestara á Vd. cierta cantidad de dinero para safarse Vd. de su compromiso con dicho Señor? — Le contesté no hallaba pie dinero, á lo que me replicó Vd. que si no le buscaba el dinero estaba en la precision de sacrificar todos sus animales que se hallaban embargados por el Sheriff — Mas, me suplicó — Vd. por lo mas sagrado que le buscara el dinero — Se lo he buscado — hasta el grado de que mis sentimientos fueron mas fuertes que la razon — pero no dudando de su honradez y honrrada de bien para poder negarle á Vd. su suplica — Fedi prestado la suma de $500. — del Sr. Master del Pueblo Nuevo á un interes de cinco por ciento al mes, cuya cantidad entregue á Vd. haciendo un aumento considerable con la otra que recibió Vd. ~~de mi~~ en efectos &c de mi almacen — Mi confianza en Vd. debia de haber sido mui grande cuando todavia le ayude en lo que podia en perjuicio de mi mismo ~~[illegible]~~ Ademas de su recomendacion Vd. á plena satisfaccion — Sabe Rodriguez — Sabe Rodriguez que de Vd. me dio, el mismo que en ninguna ocacion contraria Vd. ninguna deuda

que no le sea posible pagar — Esto se debió hace
dos años y medio, y dudaría si V. mi elección!
¡Que abuso tan grande de confianza y buena fé!
Permítame V. le diga que he pagado entre
sobre intereses del dinero que me fue prestado para
salvar á V., y todavía lo estoy devengando sin tener
la posibilidad de poder pagarle, y ¿Como me ha
correspondido V. á todos mis servicios y favores?
¡Con ingratitud! — Se mandó V. mudar del
punto en que se hallaba V. llevandose consigo
todos sus bienes para evitar que se tomen pasos
legales para el cobro de lo mio, y no solam-
-ente eso, pero si dignó V. hacer una venta
de todos sus bienes, dandome á entender y á
conocer que su intencion fue defraudarme ante
de lo mio — Es ~~este~~ honrado, vender lo que in-
-tramente no pertenecia á V.? — Dejo á su
conciencia para que lo determine — He sabido
que se ha hallado V. bastante enfermo, ~~pues~~
quizá en peligro de su vida — ¿Y esta V. segura
que sea de restablecer? — Ponga V. su mano
sobre su corazon y pregunte á si mismo si tendrá
V. valor de presentarse ante su Dios cuando El se
digne llamarle, sabiendo V. que le ha defraudado
á su hombre de lo suyo cuando no le ha hecho
á V. mas que bien sobre bien. Despiertese dentro
á su deber de la justicia — Dese á demostrar
ante todo el mundo que es V. un hombre y no

miserable ingrato ~~que~~ aparece; y le perdonaré ~~de~~ todo lo que me ha hecho ofreciéndole como siempre la mano de la amistad — Había visto V.ª de mi desgracia — la destrucción de todos mis efectos por el fuego = Me encuentro casi ~~[illegible]~~ arruinado teniendo por todo solo mi casa y algunos lotes de ~~tierra~~ Tierra que me dan á mi familia para mi carne — Pero de esto nada tienen V.ª que ver ni menos sentir — No le pido su lastima, ni le implore su asistencia = Pongo un reclamo en contra de V.ª y quiero y deseo un pronto y definido arreglo de lo que justamente me esta debiendo — ¿Por ventura le pido á V.ª alguna cosa fuera de la razon.? Luego me encuentro en este momento en pero posesion que V.ª cuando me implorá le hacia un favor que con toda prontitud y buen corazon le concedi — ¿Será posible que sea V.ª tan ingrato de desconocer, cuando le pido no un favor, ~~pero~~ ~~se~~ sino que simplemente me pague lo que me debe? No puedo creer que hasta ese grado llegue la dureza de su corazon = Pagueme Señor lo que me esta V.ª debiendo — Haga un esfuerzo de quitarme de mi mente este peso que me oprime hace tanto tiempo, permitame que me alivie de mis deudas y de mi familia de una necesidad que en este momento esta sintiendo, ~~para~~ No se disponga de este mi ruego que le imploro, haber se dignado

puedo establecerme en algun negocio, y tener
el gusto de decir que es Vd. un hombre de bien.
Supe por Rodriguez que tenia Vd. intenciones
de pasar para esta, pero como he visto que se
hallaba Vd. bastante enfermo no lo he esperado,
espero que para esta fecha se hallara Vd.
restablecido.— Tendria el gusto de hacerle
una visita á esa, sino fuera por la dificultad
que tengo de andar á caballo, como tam-
bien de no ~~estaem~~ estar seguro de que Vd.
gustara entrar en un arreglo con migo—
Sirvase Vd. escribirme diciendo si se halla
dispuesto á un arreglo; y si conoce Vd.
que le es imposible venir á esta, yo pasaré
a ver á Vd. á esa= Puede Vd. creerme Señor
que no tengo otro deseo ni pensamiento en
mi corazon que tener con Vd. un arreglo
amistoso— Espero que apreciara Vd. mis
justos motivos divididos en esta carta
y con esperanzas de tener una contestacion
satisfactoria— Me repito de Vd. su afmo y S.S.—

P.D.
Sirvase Vd. contestarme tan pronto como
le es posible—

Whaley
vs
Ricaspilla & Bros

Brief — Ly to proceedings sufficiency
Inventory to Execution —

4 R. 390 — Proceedings must be by Complaint & Summons — See Cochrane & Robinson on brief —
1 Abbott 320 — But see this Authority Contra — but N.Y.C. p. 402, note e, Complaint is mentioned.

7 R. p 201 — Being may be made a party — see Burnett's opinion from this page to its end — See also note 7. on p 144 of Pr Act. Also N.Y.C. p 399. note e.

2 Abbott — 418 — Irregularity of Judg — will not be inquired into in this proceeding —

Pr Act, 1858.
Note 1.

If it appear that a third person, not a party to the proceeding, has property liable to Execution, the remedy is to levy on it —

1 Dist. C. p 178 — Court will order note due debtor to be transferred over, & not the avails of the note

2 Abbott — 462 — Dft — must answer notwithstanding he claims property —

3 Abbott 424 — If judge commences, he must end proceeding & not the Court —

Memorandum

Proceedings may be instituted against Defts after return of Eqn under 238, immediately, by only setting forth the Eqn & Judgt, & under Sec. 247, may include Receiver & Petitioner by swearing they are Defts. Pld expeditiously

5 Abbott 270 - The avails of the discovery are not to be applied on Eqn, but directly to the satisfaction of the debt embraced in the Judgt

N.Y. C. p. 401. Note c. Not necessary to serve copy of Eqn with order.

Thos. Dekalb
vs
Geo. Hodges
et. al.

Brief - in Proceedings
Supplementary
to Execution

2½ per cent. added on August 1, 1864.
2½ " " " " Sept. 1, 1864.

ONLY U. S. Coin receivable, and Silver only in sums of $5 or less.

THIS BILL IS FOR TAXES ON PERSONAL PROPERTY ONLY.

Any Real Estate or Personal Property belonging to a Delinquent, or any subsequently acquired, is liable to seizure and sale for the payment of this Tax, which is a lien on such Real Estate.

City and County of San Francisco,
STATE OF CALIFORNIA.

TAXES FOR 1864-'5.

Vol 4 Page 186/12 Assessed to Thos Waley

	VALUATION.	TAXES, $2.98 on each $100.	
On Personal Property Furniture	600	17	88
5%			87
Adv			50
		19	25
~~Levy 1 M~~		~~3~~	~~25~~
		~~22~~	~~50~~
TOTAL			

EXAMINE BEFORE PAYING.

APPORTIONMENT

STATE TAX.

FOR	Cents.
General Purposes	18½
Int. & Sinking Fund of 1857	30
" " " 1860	1½
State Capitol	5
[illegible]	[illegible]
Soldiers' Relief Fund	4
Aid to Central Pacific R. R.	8
Benefit of Line Officers C. Vol.	1
Soldiers' Bounty Fund	12
Add'nal Cells at State Prison	5
School Purposes	5
Total for State purposes	$1 25

CITY AND COUNTY TAX.

FOR	Cents.
General Fund	61
School Fund	35
Street Light Fund	7½
Corporation Debt Fund	47
Interest San Francisco & San Jose R. R. Bonds	2½
Sinking Fund Judgment Bonds of 1863	2½
Interest on do	17½
Total for City and Co. purposes	$1 73
Total on each $100 valuation	$2 98

SAN FRANCISCO, 14 day of Dec 1864

Received from Thos Waley the sum of Thirteen 50/100 Dollars, being the amount of **State and City and County Taxes** assessed on the above Property, for the year ending the 30th day of June, 1865.

Charles R. Story
City and County Tax Collector.

☞ This Receipt, to be valid, must be signed by either the Tax Collector or Cashier.

By [illegible] Cashier.

☞ When Checks are received, the credits will not be entered until the Coin is collected.

Thomas Whaley deposes and says that some time just previous to the death of A. S. Ellsworth, he was requested by him in writing to make up the accounts between himself and the said Ellsworth from the papers and memoranda furnished him by the said Ellsworth that he the said Whaley has done so to the best of his ability as per annexed ~~speed~~ the balance of said accounts amounting to $510.20/100 which he the said Whaley is willing to accept and receive in full of all demands against the estate of said Ellsworth in lieu of and claims which he might make

JAN
1864

FIREMAN'S FUND INSURANCE COMPANY

ARTIBUS ET FOCIS

1863

OF THE CITY OF

SAN FRANCISCO.

Capital $200,000,

TO BE INCREASED TO

$500,000.

OFFICE:

238

MONTGOMERY STREET.

Mr. Thos. Whaley

Property Furniture &c

Amount = = $ 2000

Premium, = = $ 32.50

Tax & Stamps, = $ 3.25

$ 35.75

THIS POLICY EXPIRES

January 1st 1865

CAPITAL, $200,000.

Fireman's Fund Insurance Company.

No. 1937

San Francisco, December 31st 1864

Received of Mr Thos Whaley Thirty Dollars Dollars, Premium on Two Thousand Dollars, insured to Ruino by Policy No. 255 which is hereby continued in force for One Year to wit, from the 1st day of January 1865 until the 1st day of January 1866 at noon.

S. H. Parker President.

Chas M. Pond, Secretary.

Premium $30.
Tax Stamps 3.15
$33.15

Fireman's Fund Insurance Co.

OF THE

CITY OF SAN FRANCISCO.

STOCK POLICY.

CAPITAL, $200,000.

PRO ARIS ET FOCIS.

BY THIS POLICY OF INSURANCE,

In consideration of Thirty two 00/100 *Dollars, to them paid by the Insured hereinafter named, the receipt whereof is hereby acknowledged,*

DO INSURE

Mr Thomas Whaley

AGAINST LOSS OR DAMAGE BY FIRE, TO THE AMOUNT OF

Two thousand Dollars

On his household furniture, wearing apparel and family stores, contained in Dwelling occupied by him, situated No 651 Folsom Street, San Francisco, California.

For a more particular description of premises, See Survey No 255, on the files of said Company, which is hereby made a part of this Policy — 2000 — One Year 1870 — $32.50

AND THE SAID COMPANY, for the consideration aforesaid, do hereby promise and agree to make good unto the said assured, his executors, administrators, or assigns, all such immediate loss or damage, not exceeding in amount the sum insured, as shall happen by fire to the property, as above specified, from the first day of January one thousand eight hundred and sixty five at 12 o'clock at noon; unto the first day of January one thousand eight hundred and sixty six (at 12 o'clock at noon); the said loss or damage to be estimated according to the true and actual cash value of the property, at the time the same shall happen, and to be paid within sixty days after due notice and proof thereof made by the assured and received at this office, in conformity with the conditions annexed to this Policy; unless the Property be replaced, or the Company have given notice of its intention to rebuild, or repair the damaged premises.

PROVIDED, ALWAYS, AND IT IS HEREBY DECLARD, that this Company shall not be liable to make good any loss or damage by fire which may happen or take place by means of invasion, insurrection, riot, or civil commotion, or of any military or usurped power, or any loss by theft at or after a fire, or for any loss or damage that may occur from the explosion of a steam boiler, gunpowder, or any other explosive substance, except only such loss as shall result from fire that may ensue therefrom; nor shall the Company be liable for loss by such fire, or for any damage or loss by steam, gas and water pipes in buildings, unless the same are separately and specifically insured.

AND PROVIDED FURTHER, that in case the said assured shall have already procured, or shall hereafter procure, any other insurance, or instrument purporting to be a policy of insurance against loss by fire, on the property, or any part thereof, hereby insured, not notified to this corporation, and mentioned in or indorsed upon this Policy, then this insurance shall be void and of no effect. And if any other insurance, or instrument purporting to be a policy of insurance against loss by fire, upon the property, or any part thereof, hereby insured, exists (whether such instrument be valid and binding as a contract of insurance upon the parties thereto, or either of them, or not; whether prior or subsequent to the date of this Policy, the said assured shall not, in case of loss or damage, be entitled to demand or recover of this Company any greater proportion of the loss or damage sustained than the amount hereby insured shall bear to the whole amount so insured, or purporting to be insured, on the said property.

AND IT IS AGREED AND DECLARED, to be the true intent and meaning of the parties hereto, that in case the above mentioned premises shall at any time after the making of this Policy and during the time it would otherwise continue in force, be appropriated, applied, used, or occupied, to or for the purpose of carrying on or exercising therein any trade, business, or vocation, denominated *hazardous*, or *extra hazardous*, or specified in the memorandum of special hazards, in the terms and conditions annexed to this Policy, or for storing, using, or vending therein, any of the articles, goods, or merchandise, in the terms and conditions aforesaid denominated *hazardous*, *extra hazardous*, or included in the memorandum of *special hazards*, unless herein otherwise specially provided for, or hereafter agreed to by this Company in writing, to be added to or indorsed upon this Policy, then, and from thenceforth, so long as the same shall be so appropriated, applied, used, or occupied, these presents shall cease, and be of no force or effect.

AND IT IS MOREOVER AGREED AND DECLARED, that this insurance is not intended to apply to or cover any books of account, written securities, deeds, or other evidences of title to lands; nor bonds, bills, notes, or other evidences of debt; nor to money or bullion; and that casts, curiosities, engravings, jewelry, watches, models, musical and scientific instruments, paintings, ornamental or frescos on walls or buildings, patterns, plate, precious stones, music, prints, sculptures, and statuary, unless the keeping is especially provided for in this Policy, otherwise null and void; and that this Policy is made and accepted, with reference to the application or survey filed in this office, and to the terms and conditions hereunto annexed, which are to be used and resorted to in order to explain the rights and obligations of the parties hereto, in all cases not herein otherwise specially provided for.

THIS INSURANCE (the risk not being changed) may be continued for such further term as shall be agreed on, provided the premium therefor is paid, and indorsed on the Policy, or a receipt given therefor. The interest of the insured in this policy is not assignable, unless by consent of the Company, manifested in writing; and in case of any transfer or termination of the interest of the insured in the property, either by sale or otherwise, without such consent, this Policy shall from thenceforth be void and of no effect.

PROVIDED, ALWAYS, and this Policy of Insurance is granted on the express condition and agreement with the said assured, who for himself, his heirs and assigns, hereby accepts the same as a part of this contract of indemnity: that the capital stock of two hundred thousand dollars, and the stock, funds and securities of the said Fireman's Fund Insurance Company, remaining at the time of any claim or demand made, unapplied and inapplicable to prior claims and demands, SHALL ALONE be liable to answer and make good all claims and demands upon the said Fireman's Fund Insurance Company, under or by virtue, or in respect of this Policy, and all other Policies effected with or granted by the said Fireman's Fund Insurance Company; and that no Director, officer or stockholder, nor his or her heirs, executors, administrators, or assigns, shall be by reason of this Policy, or of the whole Policies of Insurance together, which have been or may be signed by any person or persons duly authorized, acting for or on behalf of the Fireman's Fund Insurance Company, in anywise, individually or personally, liable or subject to any claims or demands against the Fireman's Fund Insurance Company, beyond the amount of the unpaid part of his or her particular share or shares in the said capital stock of two hundred thousand dollars.

IN WITNESS WHEREOF, the FIREMAN'S FUND INSURANCE COMPANY have caused these presents to be signed by their President and Secretary, in the City and County of San Francisco, and State of California.

Chas. T. Pease — Secretary.

Thos. Soldwedel — President

Fireman's Fund Insurance Company *hereby consent that the interest of* .....

in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to

.....

.....*18b*

.....*Secretary.*

For Value Received, *hereby transfer, assign, and set over unto* .....

and *assigns, all* *title and interest in this Policy, and all advantages to be derived therefrom.*

Dated at *this* *day of* *18b*

CONDITIONS OF INSURANCE.

I. APPLICATION FOR INSURANCE must specify the construction and materials of the building to be insured, or containing the property to be insured; by whom occupied; whether as a private dwelling, or how otherwise; its situation with respect to contiguous buildings, and their construction and materials; and whether any manufacturing is carried on within or about it; and in relation to the insurance of goods and merchandise, whether or not they are of the description denominated *hazardous*, *extra hazardous*, or included in the memorandum of *special hazards*.

And if any person insuring any building, goods, or other property in the office, shall make any misrepresentation or concealment, or omit to make known any fact or feature in the risk which increases the hazard of the same, or overvalue the same, such insurance shall be void and of no effect; or if other insurance is effected, either by the original Policy or by the renewal thereof, such building or premises shall be occupied in any way so as to render the risk more hazardous than at the time of insuring; or if the risk be increased by any means whatever, within the control of the assured; or if such building or premises shall become vacant, and be unoccupied, at any time during the term of this Policy, such insurance shall be void and of no effect during the time of such vacancy or alteration of risk. If during the term of insurance, the risk be increased by the erection of buildings, or by the use or occupation of neighboring premises, or otherwise, due notice of the same shall be given by the assured; and if for this or any other cause the Company shall so elect, it shall be optional with the Company to terminate the insurance, after notice given to the assured, or his representative, of their intention to do so, in which case the Company will refund a ratable proportion of the premium.

And this insurance may be terminated at any time at the request of the assured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force.

II. No insurance, on any original or continued, shall be considered as running until or without payment of the premium.

III. Property held in trust, or on commission, must be insured as such, otherwise the Policy will not cover such property; and in case of loss, the names of the respective owners shall be set forth in the preliminary proofs of such loss, together with their respective interests therein. If a property is held in trust, it is intended property held under a deed of trust, or under the appointment of a court of law, or property held as collateral security, in which latter case the Company shall be liable only to the extent of the interest of the assured in such property.

Goods on storage must be separately and specifically insured. If the interest in property to be insured be a *leasehold* interest, or other interest not *absolute*, it must be so represented to the Company, and expressed in the Policy in writing, otherwise the insurance shall be void.

IV. Policies of Insurance subscribed by this Company shall not be assignable, either before or after a loss, without the consent of the Company expressed by indorsement made thereon. In case of assignment without such consent, whether of the whole Policy or of any interest in it, the liability of the Company, in virtue of such Policy, shall thenceforth cease. And in case of any sale, transfer, or change of title, in the property insured by this Company, or of any undivided interest therein, such insurance shall be void and cease, unless the consent of the Company shall next have been obtained. And a foreclosure of a mortgage, or the levy of an execution, shall be deemed an alienation of the property.

V. Notice of all previous insurance upon property insured by this Company must be given to them and indorsed on this Policy at the time of their making insurance thereon, otherwise the Policy subscribed by this Company shall be of no effect. And in case of subsequent insurance on property insured by this Company, notice thereof must be given to them previously to making such subsequent insurance, and permission for the same indorsed on the Policy subscribed by this Company, or otherwise acknowledged in writing; in default whereof, such Policy shall thenceforth cease and be of no effect. And in all cases of insurance, this Company shall be liable only for such ratable proportion of the loss or damage happening to the subject insured, as the amount insured by this Company shall bear to the aggregate amount insured thereon, without reference to the dates of the different Policies, or the solvency of the companies.

VI. In case of fire, or of loss or damage thereby, or of exposure to loss or damage thereby, it shall be the duty of the assured to use all possible diligence in saving and preserving the property. And if they shall fail so to do, this Company shall not be held answerable to make good the loss and damage sustained in consequence of such neglect. And it is mutually understood that there can be no abandonment to the insurers of the subject insured.

This Company will not be liable for loss or damage caused by lightning, except that which results from fire that may ensue therefrom; nor for loss or damage occasioned by the explosion of a steam boiler, gunpowder, or any other explosive substance, except only such loss as shall result from fire that may ensue therefrom; nor shall the Company be liable for any loss by such fire, unless privilege shall have been given in the Policy to keep such articles; nor for loss or damage caused by the falling of any building, or by fire ensuing therefrom.

VII. Books of account, written securities, or evidences of debt, title-deeds, writings, and money or bullion, are not deemed objects of insurance.

VIII. Jewels, jewelry, precious stones, watches, plate, gold, silver or plated ware, medals, musical instruments (piano-fortes in dwelling-houses excepted), paintings, prints, engravings, printed music, scientific instruments, stationery, sculpture, curiosities, casts and models, are not included in any insurance, unless particularly specified in the Policy.

IX. All persons insured by this Company, and sustaining loss or damage by fire, shall forthwith give notice thereof, in writing, to the Company or its agents; and as soon after as possible shall deliver in a particular account of such loss or damage, signed with their own hands, and they shall accompany the same with their oath or affirmation declaring the said account to be true and just; they shall also declare on oath, whether any or what other insurance has been made on the same property; giving a copy of the written portion of the Policy of this Company, and of *all other Policies* upon the same property; what was the whole cash value of the subject insured; what was their interest therein; in what general manner (as to trade, manufactory, merchandise, or otherwise) the building insured, or containing the subject insured, and the several parts of said building, were occupied at the time of the loss, and who were the occupants of such building; and when and how the fire originated, so far as they know or believe. They shall also produce a certificate under the hand and seal of a Magistrate or Notary Public, (most contiguous to the place of the fire, and not concerned in the loss as a creditor or otherwise, or related to the assured or sufferers) stating that he has examined the circumstances attending the fire, loss, or damage as alleged; and that he is acquainted with the character and circumstances of the assured; and that he verily believes that he, she, or they have, in misfortune and without fraud or evil practice, sustained loss and damage by fire on the subject insured, to the amount which such Magistrate or Notary Public shall certify. And the assured shall, if required, submit to an examination, under oath, by the agent or attorney of the Company, and answer all questions touching his, her, or their knowledge of anything relating to such loss or damage, or to their claims thereupon, and subscribe such examination, the same being reduced to writing. And whenever required, the assured shall produce and exhibit his, her, or their books of account and other proper vouchers to the insurers, or their agent, at the office of this Company, in support of the claim; and also, when required, produce certified copies of any bills or invoices of property destroyed or damaged, the originals of which may have been lost or accidentally and until such proofs, declarations and examinations are produced, and such examination, if required, shall have been made, the loss shall not be deemed payable. All fraud, or attempt at fraud, or false swearing, shall cause a forfeiture of all claims, and shall be a full bar to all remedies against the insurers under this Policy. Damage to buildings not totally destroyed, shall be appraised by disinterested persons mutually agreed upon by the assured and the Company, or its agents; and when merchandise or other personal property is partially damaged, the assured shall forthwith cause it to be put in as good order as the nature of the case will admit, assorting and arranging the various articles according to their kind, separating the damaged from the undamaged goods; and shall cause a list or inventory of the whole to be made, naming the quantity and cost of each kind. The damage shall then be ascertained by the examination and appraisal of said damage on each article by disinterested appraisers, mutually agreed upon, whose award upon a written report in writing shall form a part of the proofs required to be furnished by the claimant; one-half of the appraisers' fees to be paid by the assured. In case of claims for loss or damage on a Policy assigned, where there is no actual sale or transfer of the property insured, proofs of loss shall be made by the assured in conformity with the conditions of this Policy in like manner as if no assignment had been made, otherwise, the Policy shall be void and of no force or validity whatever, and all liability on the part of this Company shall cease. Reinsurance granted any other Insurance Company to be on the basis of joint liability with said Company, and in no event will this Company be liable for a sum greater than such proportion of loss as the sum so reinsured bears to the whole sum insured on the property by the Company reinsured; and in case of loss, this Company to pay their *pro rata* proportion at the same time, and in the same manner and form as the Company reinsured.

X. In case of any loss on or damage to the property insured, it shall be optional with the Company to replace the articles lost or damaged with others of the same kind and quality, and to rebuild or repair the building or buildings within a reasonable time, giving notice of their intention so to do within thirty days after having received the preliminary proofs of loss required by the ninth article of these conditions. In case differences shall arise concerning the amount of any loss or damage by fire, after proof thereof has been received in due form by the Company, the matter shall, at the written request of either party, be submitted to the judgment of disinterested arbitrators, mutually chosen, whose award in writing, as to the amount of such loss and damage, shall be binding on the parties; but such award shall not decide any other question or matter of difference within the terms and conditions of this Policy. Payment of losses shall be made in sixty days after the loss shall have been ascertained and proved, and the proofs in due form received at this office.

XI. Insurance once made may be continued for such further term as may be agreed on, the premium therefor being first paid, and a renewal receipt being given for the same; and all insurance, original or renewed, shall be considered as made under the original representation, in so far as it may not be varied by a new representation in writing, which in all cases it shall be incumbent on the party insured to make where the risk has been changed, either in itself, or by the surrounding or adjacent buildings; and if at or before the time of renewing any Policy of Insurance on property where the risk has been increased by the erection of buildings, or by the use, occupation, or vacation of the premises insured, or of the neighboring premises, the assured shall fail to give information thereof, said Policy and renewal shall be void and of no effect.

XII. When a Policy is made and issued upon a survey and description of certain property, such survey and description shall be taken and deemed to be a part and portion of such Policy, and warranty on the part of the assured.

XIII. When property insured by this Company is damaged by removal from a building in which it is exposed to loss by fire, said damage shall be borne by the insurers and the assured *pro rata*, in such proportion as the whole sum insured bears to the whole value of the property insured, of which proof in due form shall be made by the claimant.

XIV. This Company will not be answerable for any loss or damage by fire on goods in show windows caused by lights unprotected by shades, or arising from the use by the assured of open lights in barns or stables, or where shavings are made, or in consequence of neglect or deviation from the laws or regulations of police, made to prevent accidents from fire.

XV. In case of loss, the assured shall assign to this Company all his right to recover satisfaction therefor from any other person or persons, town, or other corporation, with a power of attorney to sue for and recover the same at the expense of this Company. And if insured as a mortgagee, he or they shall assign to this Company the mortgage upon the premises insured, together with the debt secured thereby, or so much thereof as will be sufficient to pay said loss. And a refusal to execute such assignment shall operate to discharge this Company from all liability under this Policy.

XVI. It is furthermore hereby expressly provided, that no suit or action of any kind against this Company, for the recovery of any claim upon, under, or by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, unless such suit or action shall be commenced within the term of twelve months next after loss or damage shall occur; and in case suit or action shall be commenced against said Company within the aforesaid term, and after such loss or damage shall have occurred, the tape or time shall be taken and deemed as conclusive evidence against the validity of the claim thereby attempted to be enforced.

CLASSES OF HAZARDS.

RISKS ARE CLASSED NOT HAZARDOUS, HAZARDOUS, AND EXTRA HAZARDOUS.

NOT HAZARDOUS. Staple Foreign DRY GOODS in packages, and staple Domestic Dry Goods, in stores where no hazardous merchandise is kept, *and Household Furniture in Dwelling-Houses.*

HAZARDOUS. The following Trades and Occupations, Goods, Wares, and Merchandise are deemed *hazardous*, viz.: China, or earthen, or glass-ware, or plate glass, in boxes, crates, or casks; cigar making, fire crackers in packages, flax in bales, growers' stock, gutta percha unmanufactured, hat ironing, or trimming or pressing, hay pressed in bundles, hemp in bales, India rubber unmanufactured, Manila grass in bales, oil, sail making, Sisal grass in bales, spirituous liquors, sugars, sulphur, tallow, wine dealers' stock, (not including wine in glass unpacked).

THE FOLLOWING are considered *hazardous* on account of their liability to damage, viz.: Boots and shoes, brushes (stocks of), card printing by hand power, coffee, cotton batting and wadding, dry goods general stocks of), flour, furs and peltries in packages, hardware and cutlery, hides and leather, indigo, looking glasses in boxes, metals in pigs, bars, or sheets, paints ground in oil, paper hangings, paper in reams, potash, rice, spices, tailors' stock and ready-made clothing, teas and threshed grain, tin or sheet iron, or copper ware, wine in casks, wine in glass in packages, window or plate glass in boxes, and generally all other stocks of merchandise (in buildings where fire heat is not used for manufacturing) not elsewhere enumerated.

EXTRA HAZARDOUS. The following Trades and occupations, Goods, Wares, and Merchandise are deemed *extra hazardous*, viz.: Alcohol, apothecaries' stock, band box and paper box making, basket bleaching or making, basket-sellers' stock, box repairing, brass turning or working, brush-makers' stock, cabinet-makers' stock, carving, China, earthen, or glass ware, or looking glasses with packing or unpacking, chocolate making, colormen's stock, copper plate printing, cotton in bales, cotton brokers' samples, daguerreotyping, drugs, importers' stock (without inflammable acids or phosphorus), essential oils, eating houses or refectories, gilding, gutta percha goods, gun-making or repairing, hat finishing (with use of fire heat to steam and block the bodies), India rubber goods, liquor bottling, lithographing, Manila grass unpacked, morocco manufacturing, musical instrument makers' stock, oakum in bales, painters' stock, perfumers' stock, pitch, plumbing and pewtering, pocket-book making, porter houses, printing of newspapers and engravings, rags in packages, rosin, ship chandleries, spirits of turpentine, tar, tin or sheet iron or copper working, turning of wood, turpentine, umbrella making, upholstery manufacturing, varnish, wooden ware sellers' stock, and wool.

THE FOLLOWING are considered *extra hazardous* on account of their liability to damage, viz.: Artificial flowers, booksellers' stock, cabinet ware, China, glass, or earthen ware unpacked, confectioners' stock, daguerreotypists' stock, furs unpacked, fancy goods, jewelers' stock, lampsellers' stock, liquor in glass unpacked, looking glasses unpacked, milliners' stock, musical instruments and printed music, needles, optical and mathematical instrument makers' stock, pictures and prints, precious stones, pocket-book makers' stock, silversmiths' stock, silver and plated ware, straw goods, stationers' stock, toy shop keepers' stock, watchmakers' stock and tools, window or plate glass unpacked, and wine in glass unpacked.

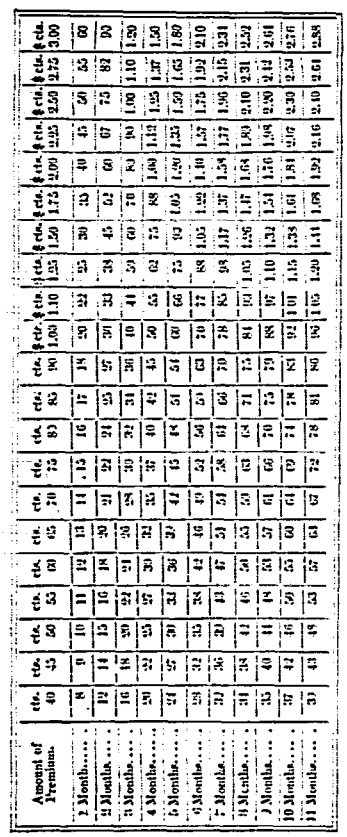
MEMORANDUM OF SPECIAL HAZARDS. Acids (nitric, sulphuric, muriatic, and other acids causing ignition), bakeries, bark mills, blacking works, black-smithing, block and pump making, book binderies, boat builders' shops, brass foundries, breweries, brick-yards with kilns, brush manufactories, cabinet makers' shops, chair makers' shops, carpenters' shops, candle manufactories, camphene on sale, coppersmiths' shops with forges, coffee and spice mills, chemical laboratories, coachmakers' shops, comb manufactories, confectionery manufactories, coopers' shops, corn kilns, cotton mills, cotton presses, cotton unpacked, rectifying establishments, dyeing establishments, druggists' stock (wholesale), drug and spice mills, ether, for dressing establishments, floor cloth manufactories, fringe manufactories, fulling mills, flax unpacked, gas manufactories, glass manufactories, grain manufactories, grist or flouring mills, gun manufactories, hat manufactories, hay unpacked, houses building or repairing, hemp unpacked, hay presses, hemp manufactories, hotels, ink manufactories, iron foundries, iron ships and iron boats building or repairing, iron manufactories, iron and steel, lime unslaked, livery stables, lumber yards, looking glass and picture frame manufactories, machine shops, mahogany yards, malt houses, metal mills, musical instrument manufactories, oil cloth manufactories, oiled clothing manufactories, oil mills and manufactories, omnibus stables, plating, plated ware manufactories, packing buildings and yards, paper mills, paper hanging manufactories, percussion cap manufactories, perfumery manufactories, planing or grooving or moulding mills, printing of books and job printing, pork houses, print works, rolling mills, saws and cutlery manufactories, rag and junk shop stock, safes (iron) manufactories, stone manufactories, ships building or repairing, saw-mills, soap manufactories, silversmiths' manufactories, spirit gas manufactories, and spirit gas on sale, stables, stave yards, steamboats, steam engines in use, tobacco manufactories, type and stereotype foundries, tallow melting establishments, tanneries, lavetts, timber yards, wool mills, wheelwrights' shops, and generally all mills and manufacturing establishments, and all trades and occupations requiring the use of fire heat, not before enumerated.

☞ The following are not to be insured at any rate of premium, viz.: Brim-stone works, distilleries, flax mills, gunpowder, oil-cloth, oakum factories, panoramas, or other scenic paintings, patent leather manufactories, varnish makers' shops, steam saw mills, and India rubber factories.

PLATE GLASS Doors or Windows, when the plates are of the dimensions of three square feet or more, are subject to an extra premium, and must be separately specifically insured.

GUNPOWDER, PHOSPHOROUS, AND SALPETRE are expressly prohibited from being deposited, stored, or kept in any building insured, or containing any goods or merchandise insured by this Policy, unless by special consent *in writing* on the Policy.

FENCES AND PRIVIES, also STORE FURNITURE AND FIXTURES, must be separately and specifically insured.



Amount of Premium.	1 Month.	2 Months.	3 Months.	4 Months.	5 Months.	6 Months.	7 Months.	8 Months.	9 Months.	10 Months.	11 Months.
$ cts.	cts.	cts.	cts.	cts.	cts.	cts.	cts.	cts.	cts.	cts.	cts.
100	40	43	50	55	60	65	70	75	80	85	90
200	8	9	10	11	12	13	14	15	16	17	18
300	12	14	15	16	18	19	21	22	24	25	27
400	16	18	20	22	24	26	28	30	32	34	36
500	20	22	25	27	30	32	35	37	40	42	45
600	24	26	30	33	36	39	42	45	48	51	54
700	28	31	35	38	42	46	49	53	56	60	63
800	32	35	40	44	48	52	56	60	64	68	72
900	36	40	45	49	54	58	63	67	72	76	81
1000	40	44	50	55	60	65	70	75	80	85	90
1100	44	48	55	60	66	71	77	82	88	93	99
1200	48	53	60	66	72	78	84	90	96	102	108
1300	52	57	65	71	78	84	91	97	104	110	117
1400	56	62	70	77	84	91	98	105	112	119	126
1500	60	66	75	82	90	97	105	112	120	127	135
1600	64	70	80	88	96	104	112	120	128	136	144
1700	68	75	85	93	102	110	119	127	136	144	153
1800	72	79	90	99	108	117	126	135	144	153	162
1900	76	84	95	104	114	123	133	142	152	161	171
2000	80	88	100	110	120	130	140	150	160	170	180
2100	84	92	105	115	126	136	147	157	168	178	189
2200	88	97	110	121	132	143	154	165	176	187	198
2300	92	101	115	126	138	149	161	172	184	195	207
2400	96	106	120	132	144	156	168	180	192	204	216
2500	100	110	125	137	150	162	175	187	200	212	225
2600	104	114	130	143	156	169	182	195	208	221	234
2700	108	119	135	148	162	175	189	202	216	229	243
2800	112	123	140	154	168	182	196	210	224	238	252
2900	116	127	145	159	174	188	203	217	232	246	261
3000	120	132	150	165	180	195	210	225	240	255	270

TABLE OF SHORT RATES PER $100 FOR PERIODS SHORT OF A YEAR.

☞ All Insurance for less than one year will be charged Short Rates, as per this Table. Where the rate is 40 cents per annum, the rate per month would be 5 cents; 2 months, 12 cents; 3 months, 16 cents, &c. Fractional part of a month is to be charged with the full month's premium.

THIS POLICY EXPIRES

[illegible] 1865

Register *[illegible]* Folio *1876*

FIREMAN'S FUND INSURANCE CO. S. F.

Capital $200,000,

TO BE INCREASED TO

$500,000.

OFFICE:

238

MONTGOMERY STREET.

[illegible]

Recently [illegible]

$ [illegible] cent.

Premium, = $ [illegible]

Tax & Stamps, = $ [illegible]

$ [illegible]

FIREMAN'S FUND INSURANCE COMPANY

OF THE

CITY OF SAN FRANCISCO.

CAPITAL, - - - - - - - - - $200,000.

TO BE INCREASED TO - - - - $500,000.

This Company insures dwellings, stores, and other buildings; goods, wares, and merchandise; furniture, machinery, mortgages, interests, leases, and rents; vessels in port and their cargoes; and all kinds of property, against loss or damage by fire, on the most reasonable terms, and will promptly adjust all losses.

DIRECTORS.

ATHEARN, C. G.....A. & Morrison, Grocers, 8 Clay.
BABY, F. R .....Pacific Mail Steamship Company.
BARTON, JOHN.....B. & Bro., Pacific Salt Works, 218 Sac.
BOURN, W. B.....Shipping and Forwarding Merch. 222 Sac.
BRALY, M. A.....Real Estate, NW corner Front and Clay.
BRANNAN, SAMUEL...Treas. Accumulation Loan Co., 420 Montgomery.
BULL, ALPHEUS.....Capitalist, NW corner of Clay and Front.
CUTTER, R. S.....C. & Co., Proprietor Howard Market, 572 Howard.
FICK, S. W.....(S.F.F.D.) Merchant, 210 Sacramento.
DILLON, THOMAS.....Hardware, SE corner Kearny and Post
DUTTON, HENRY.....H. D. & Son, Hay, Grain, etc. 111 Stewart.
EARL, JOHN O .....President Gould & Curry, corner Jackson and Montgomery.
EBBETTS, A. M.....Wood and Coal Yard, 206 Sacramento.
FORDHAM, R. B.....Grocer, NE corner Front and Jackson.
GATELY, T. J.....Lumber Dealer and Builder, 25 Geary.
GAWLEY, W. H.....Agent G. A. Meigs, Pier 1 Stewart Street.
GARDINER, J. H.....(S.F.F.D.) With Alvord & Co., 122 Battery.
HANEY, W. W .....(S.F.F.D.) Merchant, NE cor. Front and Sacramento.
HATHAWAY, C. W ....H. & Co., Produce and Commission Merchant, 21 Clay.
HIMMELMANN, A.....Broker and Treasurer I. O. O. F. 631 Washington.
HIXON, W. M.....(S.F.F.D.) Carpets and Upholstery, 608 Clay.
HOBBS, C. S.....H. Gilmore & Co., Planing Mill, 217 Market.
[illegible]
LYON, WM. H.....L. & Co. Empire Brewery, 159 Jessie.
McKIBBEN, WM.....Pres. (S.F.F.D.) Char. Fund, Proprietor Eureka Iron Works, [First St.
McMAHON, F. P.....Fairhaven Oil Works, 404 Front Street.
MOORE, JOSEPH H....Waller & M., Attorneys, 1 and 2 Montgomery Block.
NICHOLS, A. C .....Commission Merchant, 124 Clay Street.
NORRIS, WM.....Sec. C. S. N. Co. corner Front and Jackson.
O'BRIEN, WM. S.....(S.F.F.D.) Flood & O'Brien, 509 Washington.
PALMER, CYRUS.....Howland & Co. Miners' Foundry, 247 and 251 First.
PARKER, S. H.....P. M., Vice Pres. F. F. I. Co., Custom House.
PEIRCE, JOSEPH .....Furniture Dealer, 415, 417, 419 California.
PETERS, CHAS. R... U. S. Bonded Warehouse, 22 Battery.
PFEIFFER, E. J .....Druggist, SW corner Dupont and Post.
PHELAN, JAMES.....Importer Foreign and Domestic Spirits, 616, 618 Front.
RAIMOND, R. E.....Shipping and Forwarding Merchant, 515 Front.
REIS, CHRISTIAN .....Reynolds, R. & Co. Bankers, 408 Montgomery.
RISDON, J. N .....Colley & R. Boiler Makers, Bush and Market.
ROCKWELL, W. M.....R., Cove & Co. Hardware, Battery and Pine.
RUTHERFORD, T. L...Grosh & R., Commercial Flour Mills, 143, 145 First.
SATHER, P .....Banker, SW corner Battery and Clay.
SABINS, A. C .....Shipping and Commission Merchant, 209 Sacramento.
SPRECKLES, C.....S. Bros., Albany Brewery, 71 Everett.
THOMPSON, S. B.....Carpenter and Builder, Third near Brannan.
VANDEWATER, P. J ...Carpenter, 538 Clay Street.

Rec'd of Jas. Fitzpatrick Jan 1st 1864
of Mr. Wilcox the sum of Thirty and
Dollars in advance for one month's
rent of House on Folsome st.

$30.00

Adam Gray

Thomas Nolan

To United States Dr.

1864.							
Jan 1.	Dr	25 lbs	Sugar	@	5¢	✓	16.25
" "		5½ gallons	Whiskey	"	5.50	✓	7.87½
" "		183⅓ lbs	Beef	"	10¼		16.40
" "		8 gallons	Brandy	"	5.50	✓	26.24
" "		50 lbs	Spermaceti Candles	"	34¢	✓	16.35
"		6 gallons	Vinegar	"	28¢	✓	1.68
Feb: 2.		12 lbs	Ham	"	28 4/10¢	✓	3.51
" "		14 "	Costa Rica Coffee	"	22¢	✓	3.08
Mar 4.		10 "	Ham	"	23 4/10¢	✓	2.34
							$88.10

Recd. Payment

For Capt. Wm. Kellogg, C.S.

Richard C. Abbey

121.25

375

Hats 20
Hog 25
Coke 9.75
Grand 10.00
Milk 6.00
Rent 40.00
Butter 6.00
Heating 80.00
106.75
Hays 20.00
Int 20.00
180.75
House 25.00
Misc Bills 4.00
$215.75

Union 20.00
Int. 36.67

Andrew Cassidy in account with Thomas H Haley. Dr. Cr.

1864

January	25	By Cash Sale of Legal Tenders for Capt Elliot.		257.06
April	1	To Sundry purchases as per bills rendered.	141.69	
"	13	By Cash from Capt Wm Price		290.00
"	22	To $643 $\frac{12}{100}$ Legal tenders purchased at 61	392 30	
"	"	" Commissions	13 07	
			$ 547 06	547 06

April	8	By Legal Tenders received for Capt Elliot 391.88 less 3.37		$ 391.88
"	22	" " " purchases as per above.		643 12
"	30	To Legal Tenders sent per W F & Co payable to your order	1.035 00	
			$ 1.035 00	1035 00

E. E.

San Francisco, April 30th 1864.

T H R Haley.

San Diego Cal.
Jan 30th 1864

Thomas Whaley Esq
Dear Sir,

I have wrote you today requesting you to buy me some things - and asking the price Hay & Oats &c. On second consideration I think it is best for you to send me 2 tons of good Hay and 1 ton good oats by the first Sailing Vessel coming to San Diego - the freight on Hay in the Steamer is too high. I can wait till you find a Sail vessel - hold the ballance of my money in your hands and not pay it to Bruce & Chase as requested in my letter of today.

Yours Truly
Andrew Cafsidy

Recd Feby 2 1864

San Diego
January 16th. 1864.

Dear Sir,

When I left docketed a judgment in your favor against José R. Escajadillo, for the sum of $1321. 37/100 principal & costs,

I wish you would inform me what is the lowest figure you will take for this judgment, in case any one wished to purchase it, and what proportion of the amount you will receive in stock and what in cash. and if only cash the lowest sum you are willing to take and transfer the judgment. at the same time that I make this enquiry of you, I know of no property out of which the debt can be made, nor is Escajadillo interested at all, in the enquiry here made.

An early answer requested.

In haste

Yours &c.
Geo. A. Sendelbow

Thos. H. Haley Esqr.
San Francisco

Present my kind regards to your good lady.

Recd Feby 8th 1864

San Diego Cal
Jany 30th 1864

Thomas Wheeler Esq.

Dear Sir:

Your favor of 20th has just come to hand, and am very much obliged for drawing my pay, and disposing of my green backs, I am sorry the market is rating so low, but I am well satisfied that you sold, as I am afraid they will not be much higher this winter.

Please send me first opportunity the following. 400 lbs flour – 50 lbs Coffee – 5 lbs Tea, black) – 100 lbs Rice, Contra 5 lbs C. O. Soap – 1 Box Candles – 5 gal^ns Sirup. I also wish to get 4 or 5 gallons Bay Rum as I am told it is good for preserving the hair – I will soon be bald if mine continues to fall out as at present.

Please let me know the price of Hay and oats. We are all nearly dried up here and my soon have to send for some – I also wish to know what I can get a good large Buggy Robe for – Please pay for the above goods and also for your trouble – the ballance please pay to Brand and Chase (taking their receipt) on a/c of Mr. Donohoe. – I was short of cash and raised money from Mr. Donohoe in this way

Yours Truly
Andrew Capidy

P.S. The above is for my own use and want them of good quality. A. C.

The Guardian Mutual Life Ins.

agreement with

Thomas Whaley. + Reply.

$21 22/100 San Diego, Calif. October 15. 1872.

Six Months after date I promise to pay James R. Garniss, or order the sum of Twenty One 22/100 dollars U. S. Gold Coin value received, (being for the payment of my quarterly note due the Guardian Mutual Life Insurance Company, October 15th 1872,) with interest at the rate of two per cent per month from the date hereof, till paid, in like gold coin.

$21 22/100 Ind Whaley.

In case of the death of my husband, Thomas Whaley, before the payment of the within note for $21 25/100 and interest thereon at the rate of two per cent per month, I hereby authorize the Guardian Mutual Life Insurance Company to deduct from the amount coming to me under policy No 3269, the amount of the within note and interest and pay the same in U.S. Gold Coin to Samuel Garnier San Diego, Calif, October 15th 1872.

San Francisco Cal
May 24th 1850

Thomas Whaley Esq
Santa Cruz

Dear Sir

I am this day in receipt of your favor dated April 21st 1850 bearing the date of your 9 mos note due 15th inst Kenneth Mitchell. Mr James McCrea is now acting as our Agent in your City, any favors you may extend him in the way of facilitating his business will be greatly appreciated by him & by

Your Obt Servt

James R Francis Genl Agent
Pacific Health

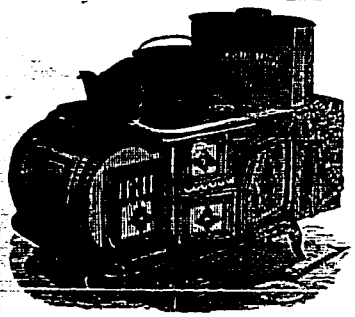
Guardian Life Insurance Co

1868

FEB
1864

TERMS CASH.--On all bills not paid within Thirty Days from date of purchase, interest will be charged at the rate of two per cent. per month until paid.

Agnew & Deffebach print.



American Hot Air Cooking Stove.

San Francisco, Feb 20 1862.

Mr Thomas Wheeler

Bought of JOHN GORDON & CO.

IMPORTERS AND DEALERS IN

Stoves, Tin Plate, Sheet Iron, Zinc, Copper Wire, &c.

MANUFACTURERS OF

TIN, COPPER AND SHEET IRON WARE,

Old No. 111 (New No. 417) WASHINGTON STREET, opposite Post Office.

Dec 29	1	4 Pilot Stove	20 00
		Extra Pipe & Postage	1 75
			21 75
Feb 27		Paid J Gordon & Co	
1862		Gorden	

32) 450 (14
32
130
128

32
15
160
32
480

Thomas Whitaker,
Delhi

Feby 10th 1864

If the Stock sells for more than $90 on the day the Contract became due I will credit you with the difference on your note, giving you the benefit of the highest cash price sold for. and if you wish to buy on that day 10 lots at $95. you can do so on 30 days.

Contract became due Feby 15th 1864 Stock sold for $91.00 Cash
Amount to be credited on my note $210.00
Bought 10 shares on that day at $95 on 30 days. which I sold for $91. on 30 days

Feby 10th 1864

If the Stock sells for more than $90 on the day the Contract becomes due I will credit you with the difference on your note, giving you the benefit of the highest cash price sold for and if you wish to buy on that day 10 shares at $95. you can do so on 30 days.

Contract became due Feby 15th 1864 Stock sold for $91.00 cash
Amount to be credited on my note $210.00
I bought 10 shares on that day at $95 on 30 days. which I sold for $91. on 30 days

394
22
198
8130

20360
20360
223960
14
4

20360
364

San Francisco, February 8th 1848

Shipped A. S. Ensworth per Senator marked ~~No~~ San Diego —

	25 Sme Sacks	$25.00
	6 Prs Shep Shears	7.00
1 Bale	1 Horn	50
	Swivel & medley	4.00
	2 Almanacks	50
1 Case	40 Lb Tobacco Stems $2.10 Case 80¢	2.90
	Cartage	1.00
	Credit me for amount in Private Cash	$40.90

H. W. Rowley

Recd San Francisco Feb 1st 1864
of Thos Whaley the sum of Forty 00/100
dollars in advance for one month's
rent of House on Folsome st as per
agreement
$40. 00/100

Thos Whaley

San Pedro
Feby 16. 1864

Dear Mr Whitney

I saw Mr. Pendleton & Mr Ainsworth about your business but neither of them knew anything about what terms could be made, as I left all the papers with Ainsworth. Pendleton said that he knew nothing except that he was a while ago asked on what terms the Claim could be bought. He knew nothing more than he wrote to you.

I start for Tucson tomorrow — on getting

along very well so far
Please remember me to
all at the office &c
Regards to Mrs W.
San Diego has had a
fine rain, which may
save the County.

Yrs Truly
J. Kellogg

Thos. W. Wholey
San Francisco
Cal.

Agnew & Deffebach print.

San Francisco, February 8 1864

Mr _____

Bought of Rodgers, Meyer & Co.

No 314 Washington Street.

PAYABLE IN UNITED STATES GOLD COIN.

25 Packs Playing Cards	$1	$25 00	

Pais
Rm C
J Cahnett

Painter & Co., print, 510 Clay st.

San Francisco, Feb. 8th 1864

Mr. S. Whaley — M. S. Cont. Dept

Bought of **ENGELBRECHT & MAYRISCH BROS.**

MANUFACTURERS OF CIGARS, AND IMPORTERS OF LEAF TOBACCO,

San Francisco,—No. 308 Commercial Street and No. 307 Clay Street, near Front, up stairs.
New York,—No. 131 Water Street.

☞ Payable in U. S. Gold Coin at par, or its equivalent in U. S. Demand Notes.

70 lb Stems (Tobacco)	à 3c	$	2 10
1 Case			80
		$	2,90

Rec'd Payment
Engelbrecht & Mayrisch Bros

Received San Francisco, February 16 – 1864 from Thomas Whalen Ten Dollars for one months interest on his note for $500.00 given May 16 –

$10.00

B Shelton

Rec'd Feb 29

Answered

Andrew Cassidy to Wholey

Rain for 3 days
10th to 13 Feb
1864

Thomas H. ... Diego
San ... 20th 1864

I have rec... of the 10th ... Supposed having neglected to carry their letters per. Steamer and left them for the overland. If this reaches you before the Steamer leaves for San Diego it would be well for you to ship the Oats along with the other things, and let the Hay remain for a chance of a Sail Vessal.

The Buggy robe which I enquired for is fur. of good quality, and large size. I do not know what kind of Animal the Skins are taken from, but I know it takes 2 or 3 Skins, probably more, to make a buggy robe.

There is no news here - We had a glorious rain from the 10th till 13th which is supposed will give sufficient grass in a short time, to save all the Cattle that are living - Wotherby told me last night that he has lost by Starvation so far, over five hundred

Yours Truly
Andrew. Cassidy

Recd Feby 29
Answered Mar 9

San Diego
Feb. 20th 1864

Thomas Whaley Esq.
San Francisco

Dear Sir;

Your letter of the 10th I have received this morning, the Express having neglected to carry their letters per. Steamer and left them for the overland. If this reaches you before the Steamer leaves for San Diego it would be well for you to ship the Oats along with the other things, and let the Hay remain for a chance of a Sail Vessal.

The Buggy robe which I enquired for is fur. of good quality, and large size I do not know what kind of Animal the Skins are taken from, but I know it takes 2 or 3 Skins, probably more, to make a buggy robe.

There is no news here - We had a glorious rain from the 10th till 13th which is supposed will give sufficient grass in a short time, to save all the Cattle that are living - Wotherby told me last night that he has lost by Starvation 2 fur, one five hundred

Yours Truly
Andrew. Capsidy

Yes

P. S.

Please send me first opportunity one piece of Cloth for sheeting - the kind wanted is sufficiently wide for sheets without seam send it as wide as possible and of good quality. I also wish to get one piece of same kind but of a medium width (not sheeting) two pieces in all - there are probably from 30 to 40 yards in each piece.

Yours &c.

H. Capsedy

Rec'd from S. Whaley Law Dec'd for intuition on his estate for five hundred Dollars

Feby 29th 1864

$500.00

B. Sheldon

10.00
20.00
30.00
2240

10.00
20.00
30.00
2245

MAR

1864

Rec'd San Francisco March 1st 1866
of Mr Whaley the sum of
Forty 00/100 dollars in advance
for one months rent of House
on Kearny St as per agreement

$40.00/100

John Gray

DUPLICATE.

San Francisco, March 19th 1864

Received from Hynes & Tracy

in good order, on board the Steamer Senator

for ..... following packages:

MARKED: A. Cassidy
San Diego

One Pkg Merchandise

Duplicate not Signed by
Morgan

Francois. Eloïzaïgui
Elazogui.

San Diego Cal.
March 27th 1864

Mr. Thos. Whaley
Dear Sir

Please find enclosed triplicate Vouchers which will be paid on presentation by Capt. George H. Elliot as before. Please not to sell my "Legal tenders" at present prices. I may want to use them. I will probably advise you by next mail what disposition I wish to make of them.

I received the two pieces of cloth which you sent me per steamer and gave you credit for amount $38.60. I see you did not receive my letter in time ordering you to send the Buggy Robe made of skin of the Cal. Lion.

We had some little rain down this way and I hear you had considerable in your vicinity. it will no doubt lower the price of Hay Oats &c. at present however I am not wanting. We will wait our chance of buying.

Yours Truly
Andrew Capsidy

262.50
150
112.50
3
337.50

395.25
3.34 tax
391.88

April 18. 1964

114
120.67
157.21
391.88

APR
1864

5 April 1864

Guardian Life Insurance

Thomas Whaley

No. 5259 Age 41

THE GUARDIAN LIFE INSURANCE COMPANY

OF NEW-YORK,

Annual

Amount, $ 5000 **Premium,** $ 164.00

In Consideration Of the representations made to them in the application for this Policy, and of the sum of One Hundred and Sixty Four dollars, and ____ cents, when paid in the manner provided in the rules of this Company, by Mrs Anna E Thaler Wife of Thomas Thaler and of the Annual premium of One Hundred and Sixty Four dollars and ____ cents, to be paid in like manner by or before 12 o'clock, M. on or before the Fifteenth day of April ____ in every year during the continuance of this Policy, and of the payment of all interest when due, upon any premium notes given upon this Policy:

Do Assure the Life of the said Thomas Thaler of San Francisco in the County of San Francisco State of California for the sole use of the said Anna E Thaler in the amount of Five Thousand dollars, for the term of his natural life.

And the said Company do hereby **Promise and Agree,** to and with the said assured, well and truly to pay, or cause to be paid, at the office of the Company, in the City of New-York, the said sum insured to the said assured, for her sole use, in conformity with the Statute in such case made and provided, in sixty days after due notice and proof of the death of the said Thomas Thaler the balance of the year's premium, if any, being first deducted therefrom, and all Notes outstanding at that time, against this Policy, whether due or to become due; and in case of the death of the said Anna E Thaler before the decease of the said Thomas Thaler the amount of the said insurance shall be payable after her death to her children, for their use, or to their guardian if under age. payment to be made in sixty days after due notice and proof as aforesaid, and also of the death of the said Anna E Thaler and of the number, names and ages of her children, and of the appointment of guardians for such of the

said children as are under age; the balance of the years premium, if any, being first deducted therefrom, and all notes outstanding at that time against this Policy, whether due or to become due.

And it is also Understood and Agreed, *that this Policy is made and accepted in reference to the conditions hereto annexed, which are to be used and resorted to in order to explain the rights and obligations of the parties hereto in all cases not herein otherwise specially provided for.*

In Witness Whereof, *the said,* **THE GUARDIAN LIFE INSURANCE COMPANY,** *of New-York, have, by their President and Secretary, signed and delivered this Contract, this* Twenty *day of* April *one thousand eight hundred and* Forty Four

M. K. Pulham *President.*

C. Whitaker *Secretary.*

Agents of the Company are authorized to receive Premiums when due, upon the receipt of an authorized Officer of the Company, but not to make, alter or discharge Contracts, or waive forfeitures.

Guardian Life Insurance Co.,

New York, April 15th 1864

It is hereby understood and agreed, that any claim upon this Company, under or by virtue of the within Policy of Insurance, No. 3289 on the life of Thomas Whaley

is payable to the parties in interest, in Gold Coin of the United States of America, provided that the said parties shall have paid the premiums required by said Policy in said Gold Coin of the United States of America.

W. H. Peckham
President.

J. W. Gahagan
Secretary.

said Company, and the Policy shall be void; but this pledge and hypothecation shall in no respect defeat or affect the conditions and provisions respecting the forfeiture of this Policy.

And it is further Agreed, by the within assured, that in every case where this Policy shall cease, or become or be null or void, all previous payments made thereon shall be forfeited to the said Company, and that if this Policy should be assigned, or held as security, written notice shall be given to this

Guardian Life Insurance Co.

New-York, April 15th 1864.

Thomas Wales insured under Policy No. 3289, has permission, at any and all seasons of the year, to reside and travel in and to any part of **California, Oregon, Washington Territory,** and the **Sandwich Islands,** during the continuance of said Policy. He has also permission to travel between California and any Atlantic or Gulf of Mexico Port in the United States (excepting Ports South of the southerly line of Virginia and Kentucky, between the First day of July and the First day of November), by any of the regularly established Routes over the Isthmus of Darien or through Nicaragua. He has, also, permission to make one voyage annually between California and any Port in Europe, by either of the above-mentioned Routes..... All the above voyages or travels to be made in **first-class** conveyances.

W. N. Peckham

W. W. Cahagan

It is understood that this permit is intended to extend permission to visit the new territory of "Alaska"

San Francisco Sept 2d 1867

J. R. Garniss
Gen'l Agt

said Company, and the Policy shall be void; but this pledge and hypothecation shall in no respect defeat or affect the conditions and provisions respecting the forfeiture of this Policy.

And it is further Agreed, by the within assured, that in every case where this Policy shall cease, or become or be null or void, all previous payments made thereon shall be forfeited to the said Company, and that if this Policy should be assigned, or held as security, written notice shall be given to this [illegible] with the [illegible] death.

Conditions upon which this Policy is issued.

It is hereby Declared to be the true intent and meaning of this Policy, and the same is accepted by the assured upon these express conditions: **that** in case the party upon whose life this risk is taken, shall without the consent of this Company previously obtained, and endorsed upon this Policy, pass beyond the settled limits of the United States: (excepting into the settled limits of the British Provinces of the two Canadas, Nova Scotia, or New Brunswick,) **or** shall, without such previous consent thus endorsed, visit those parts of the United States which lie west of the 100th Degree of Longitude west from Greenwich; **or** between the 1st of July and the 1st of November, those parts which lie South of the southern boundaries of the States of Virginia, Kentucky, Missouri, and Kansas; **or** shall enter upon a voyage on the high seas; **or** as a Mariner, Engineer, Fireman, Conductor, or Laborer in any capacity upon service on any Sea, Sound, Inlet, River, Lake, or Railroad; **or** be engaged in the manufacture or transportation of gunpowder, or fireworks, or in submarine operations or mining: **or** enter into any military or naval service whatever, (the militia not in actual service excepted): **or** in case he shall die by his own hand, or by the hands of justice; in, or in consequence of a duel, or of the violation of any law of these States, or of the United States, or of the said Provinces, or of any other country which he may be permitted under this Policy to visit or reside in, then this Policy shall be null, void and of no effect.

And it is also Understood and Agreed, by the within assured to be the true intent and meaning hereof, that if the representations made in the application for this Policy and upon the faith of which this Policy is issued, shall be found in any respect untrue, then and in such case, this Policy shall be null and void: and in case the premium or premiums, or any premium note given therefor, or any part of either, shall not be paid to said Company on or before the time specified for the payment of the same, this Policy shall thereupon be forfeited, and cease and determine.

This Policy, and any sums that shall become due thereon from said Company, (for loss, or for distribution or for return of premium,) are pledged and hypothecated to said Company, and they have a lien thereon, to secure the payment of any premium or part thereof, on which credit may be given, and of any note or security therefor, given or to be given to said Company, and on non-payment of any such premium or such note or security, or any part of either, when due, all claim on this Policy shall be forfeited to said Company, and the Policy shall be void; but this pledge and hypothecation shall in no respect defeat or affect the conditions and provisions respecting the forfeiture of this Policy.

And it is further Agreed, by the within assured, that in every case where this Policy shall cease, or become or be null or void, all previous payments made thereon shall be forfeited to the said Company, and that if this Policy should be assigned, or held as security, written notice shall be given to this Company, and due proof of interest produced with the proofs of death.

No. 2227

THE

Guardian Life Insurance Co.

OF NEW-YORK.

Assurance on the Life of

Thomas Hearn

Amount, $5000

Date, April 15. 1862

Term of 20

Payment $164.00

Policy $ 1.00

$165.00

Premium due, 15 April of each year

Register No. 2

Latimer Bros. & Seymour, Stationers, 21 Nassau Street.

Edition of June, 1861.

1864

Insurance -

Connecticut Mutual Life
Insurance Co

. -- - -

Guardian Mutual - Report

- -- --

Receipts (5)

ORGANIZED IN 1846.

Connecticut Mutual

LIFE INSURANCE CO.,

OF HARTFORD, CONN.

Assets, . . . $34,000,000

Surplus, . . . 5,665,385

Dividend (for 1871), 4,932,112

JAMES GOODWIN, *President.*

J. L. GREENE, *Secretary.*

DUNHAM & SHERMAN,

GENERAL AGENTS,

194 Broadway, New York.

AUSTIN FLINT, Jr., MEDICAL EXAMINER,

AT THE OFFICE, 2 TO 3 P. M., DAILY.

THE FOLLOWING TABLE SHOWS THE

ASSETS, SURPLUS, AND EXPENSE RATIO

OF THE

Various Life Insurance Companies

Named, doing Business in 1871.

By Surplus is meant the actual Assets over and above all Liabilities. These figures are taken from the recent Reports to the Insurance Departments of New York and Massachusetts, and may be found there by any one enough interested to look for them.

A Life Insurance Company, like any other corporation, or like an individual, is really worth the amount of its Assets less the amount of its Liabilities. Hence in the second column below will be found the correct standing of all the companies named.

NAME OF COMPANY.	ASSETS.	SURPLUS.	Average Expense Ratio for past 3 yrs.
Connecticut Mutual, Conn.	$31.885,525	$5,665,385	8.45
Mutual Life, N. Y.	51,399,877	3,804,418	8.48
Mutual Benefit, N. J.	24,151,755	2,101,369	9.07
Ætna, Conn.	16,274,664	1,369,125	10.14
New England, Mass.	10,401,791	1,244,188	12.33
New York Life, N. Y.	18,595,817	1,074,043	14.91
North Western, Wis.	10,589,279	1,020,836	14.00
Manhattan, N. Y.	7,545,874	950,699	13.79
Phœnix, Conn.	7,356,967	940,896	15.09
Penn Mutual, Pa.	3,966,531	631,317	11.56*
Equitable, N. Y.	16,079,346	592,395	15.20
Union Mutual, Me.	5,913,825	544,644	13.42
National, Vt.	1,194,645	374,638	13.80
Mass. Mutual, Mass.	4,074,657	315,787	17.35
United States, N. Y.	3,683,203	257,307	19.31
Continental, Conn.	2,194,279	194,236	22.92
Home, N. Y.	3,002,161	162,654	16.33*
State Mutual, Mass.	1,269,763	161,953	12.42*
Continental, N. Y.	4,929,039	143,564	20.47
Germania, N. Y.	4,496,898	137,020	17.26
Security, N. Y.	3,260,022	108,482	23.27
John Hancock, Mass.	2,162,714	104,609	20.83*
Washington, N. Y.	2,888,318	97,392	21.03
North America, N. Y.	5,577,482	87,815	16.92
Life Association, Mo.	3,613,153	77,455	25.19
Charter Oak, Conn.	9,453,901	57,218	12.23
Berkshire, Mass.	1,791,048	55,238	18.09
Knickerbocker, N. Y.	7,526,591	13,157	13.40
Provident, L. & T., Pa.	1,508,846	3,667	18.68
The following Twenty-one Companies have no real Surplus, but show a Deficiency, as regards Stockholders in the amounts stated.	ASSETS.	Deficiency.	Average Expense Ratio for past 3 yrs.
Brooklyn, N. Y.	1,683,848	3,088	18.53*
Empire State, N. Y.	309,508	6,898	39.39*

Security, N.	[illegible]	[illegible]	[illegible]
John Hancock, Mass.	2,162,714	104,609	20.83*
Washington, N. Y.	2,888,318	97,392	21.03
North America, N. Y.	5,577,482	87,815	16.92
Life Association, Mo.	3,613,153	77,455	25.19
Charter Oak, Conn.	9,453,901	57,218	12.23
Berkshire, Mass.	1,791,048	55,238	18.09
Knickerbocker, N. Y.	7,526,591	13,157	13.40
Provident, L. & T., Pa.	1,508,846	3,667	18.68
The following Twenty-one Companies have no real Surplus, but show a Deficiency, as regards Stockholders in the amounts stated.	ASSETS.	Deficiency.	Average Expense Ratio for past 3 yrs.
Brooklyn, N. Y.	1,683,848	3,088	18.53*
Empire State, N. Y.	309,508	6,898	39.39*
Globe, N. Y.	3,195,849	11,006	23.74
National Capital, D. C	204,808	36,002	57.55*
Government Security, N. Y.	344,677	38,808	30.24*
Atlantic Mutual, N. Y.	883,532	43,371	21.17
Anchor, N. J	431,577	55,039	52.42
Asbury, N. Y.	388,860	55,652	49.94
Excelsior, N. Y.	528,258	71,154	37.96
Economical, R. I.	782,584	71,617	24.51*
Conn. General, Conn.	749,874	76,286	23.63
Eclectic, N. Y.	329,710	84,118	41.65*
American Popular, N. Y.	445,273	87,594	24.48*
Hope, N. Y.	548,498	96,513	46.96
World, N. Y.	512,801	112,208	33.89*
Guardian, N. Y.	2,504,475	113,133	27.46
National, N. Y.	889,482	121,346	34.94
Metropolitan, N. Y.	1,099,430	122,937	35.68*
Homœopathic, N. Y.	360,688	131,977	33.40*
Republic, Ill.	1,177,584	258,752	45.01*
National, D. C.	2,108,398	414,784	39.49*

* Average Expense Ratio for past two years.

Whole Life Policies Per $1,000.			Endowment Policies Per $1,000.				
Age.	Annual Prems.	Ten Annual Prems.	10 Years.	15 Years.	20 Years.	25 Years.	Age.
20	$17.64	$38.77	$102.58	$64.67	$46.31	$35.78	20
21	18.04	39.00	102.69	64.82	46.45	35.93	21
22	18.46	39.76	102.80	64.92	46.59	36.09	22
23	18.90	40.55	102.92	65.06	46.74	36.26	23
24	19.36	41.36	103.05	65.20	46.90	36.44	24
25	19.84	42.20	103.19	65.35	47.07	36.62	25
26	20.34	43.07	103.33	65.51	47.25	36.82	26
27	20.87	43.95	103.48	65.68	47.44	37.03	27
28	21.43	44.91	103.64	65.86	47.64	37.30	28
29	21.94	45.88	103.83	65.05	47.86	37.55	29
30	22.64	46.89	104.00	66.25	48.09	37.83	30
31	23.29	47.93	104.16	66.48	48.35	38.13	31
32	23.97	49.00	104.37	66.68	48.60	38.45	32
33	24.69	50.10	104.58	66.92	48.89	38.81	33
34	25.45	51.23	104.79	67.17	49.20	39.19	34
35	26.26	52.39	105.02	67.45	49.54	39.61	35
36	27.12	53.59	105.26	67.75	49.91	40.06	36
37	28.04	54.84	105.52	68.07	50.32	40.56	37
38	29.03	56.14	105.81	68.43	50.77	41.11	38
39	30.09	57.50	106.12	68.83	51.26	41.71	39
40	31.22	58.93	106.47	69.28	51.81	43.37	40
41	32.42	60.44	106.86	69.77	52.41	43.10	41
42	33.69	62.03	107.32	70.32	53.08	43.90	42
43	35.03	63.70	107.86	70.94	53.83	44.79	43
44	36.44	65.45	108.38	71.62	54.65	45.76	44
45	37.93	67.28	108.98	72.37	55.54	46.83	45
46	39.51	69.19	109.65	73.19	56.58	48.00	46
47	41.19	71.19	110.38	74.05	57.58	49.25	47
48	42.98	73.28	111.17	75.03	58.74	50.61	48
49	44.86	75.46	112.03	76.07	60.00	52.09	49
50	46.94	77.74	112.95	77.20	61.35	53.69	50
51	49.15	80.12	113.96	78.43	62.83		51
52	51.53	82.61	115.05	79.76	64.44		52
53	54.09	85.21	116.22	81.22	66.19		53
54	56.84	87.93	117.50	82.79	68.09		54
55	59.79	90.78	118.89	84.43	70.16		55
56	62.95	93.77	120.41	86.20			56
57	66.33	96.91	122.05	88.44			57
58	69.94	100.21	123.86	90.68			58
59	73.79	103.66	125.84	93.13			59
60	77.89	107.28	128.00	95.80			60
61	82.25	111.09	130.37				61
62	86.86	115.11	132.94				62
63	91.80	119.36	135.76				63
64	97.00	123.86	138.82				64
65	102.50	128.63	142.15				65

Column I shows the Dividends paid by the various Life Insurance Companies during 1871, Column II their Interest Receipts, and Column III the Death and Endowment Claims. These figures should be closely scanned by every one interested in Life Insurance.

NAME OF COMPANY.	Dividends 1871.	Interest Receipts.	Death Claims.
Connecticut Mutual, Conn.	$4,932,112	1,924,208	1,788,924
Mutual, N. Y.	3,365,495	2,908,654	2,845,455
Mutual Benefit, N. J.	2,480,439	1,416,864	1,486,450
Charter Oak, Conn.	1,149,572	470,900	716,544
Equitable, N. Y.	1,065,550	821,476	1,586,203
New York Life, N. Y.	849,675	1,149,415	1,314,218
Ætna, Conn.	704,128	927,077	1,136,503
Phœnix, Conn.	667,903	413,454	632,590
North Western, Wis.	491,072	659,045	565,072
New England, Mass.	480,069	546,952	792,800
Manhattan, N. Y.	387,484	403,704	444,890
Union Mutual, Me.	350,283	314,753	295,882
United States, N. Y.	312,346	229,025	208,633
Continental, N. Y.	298,982	176,901	481,440
Life Association, Mo.	280,767	181,883	390,174

A Few Things to be Considered.

That the figures given in this circular are merely the statements under oath of the officers of the various companies to the Insurance Departments. They are *plain facts.*

That in the three vital points of Life Insurance, viz.: Expenses, Losses, and Interest Receipts, the Connecticut Mutual shows the VERY BEST management.

That if a Life Insurance Company, whose annual income is seven millions, spends even 6 per cent. more than it should, or $420,000 annually, this in 30 years at compound interest will amount to $42,450,660.

Look down these columns and reflect that if your neighbor is doing business under twice the expense you are, he cannot sell goods as cheaply as you can.

Consider that the *first* company in the lists charges no higher rate for its first premium than the last one in the lists, or than any of the others.

Know that no class of corporations exists in which there is so much real difference as there is in Life Insurance Companies.

If in everything you buy, you get the best, *regardless of price*, then why not do the same in your Life Insurance policy, knowing that in the end it will be far the cheapest.

PEASE, BOOTH & CO., PRINTERS, 29 BEEKMAN ST., N. Y.

ORGANIZED IN 1846.

Connecticut Mutual

LIFE INSURANCE CO.,

OF HARTFORD, CONN.

Assets, . . $34,000,000

Surplus, . . 5,665,385

Dividend (for 1871), 4,932,112

JAMES GOODWIN, *President.* J. L. GREENE, *Secretary.*

DUNHAM & SHERMAN,

GENERAL AGENTS,

194 Broadway, New York.

AUSTIN FLINT, Jr., MEDICAL EXAMINER,

AT THE OFFICE, 2 TO 3 P. M., DAILY.

Mutual B[illegible]			
Charter Oak, Conn	1,140,572	470,900	716,544
Equitable, N. Y	1,065,550	821,476	1,586,203
New York Life, N. Y	849,675	1,149,415	1,314,218
Ætna, Conn	704,128	927,077	1,136,503
Phœnix, Conn	667,923	413,454	652,590
North Western, Wis	497,072	659,045	565,072
New England, Mass	480,069	546,952	792,800
Manhattan, N. Y	387,484	403,704	444,890
Union Mutual, Me	350,283	314,753	295,882
United States, N. Y	312,346	229,025	208,633
Continental, N. Y	298,982	176,901	481,440
Life Association, Mo	289,767	181,883	390,174
Penn Mutual, Pa	283,330	202,557	164,722
Globe, N. Y	250,024	162,458	349,894
Home, N. Y	199,174	163,490	137,140
Knickerbocker, N. Y	194,634	421,817	924,565
Security, N. Y	156,995	115,506	475,236
Mass. Mutual, Mass	152,016	203,155	227,265
North America, N. Y	144,217	259,465	530,477
Guardian, N. Y	140,521	107,288	280,660
Germania, N. Y	131,687	234,538	387,306
John Hancock, Mass	107,448	112,208	181,842
Washington, N. Y	105,820	135,511	293,814
Continental, Conn	99,509	104,126	141,164
Provident L. & T., Pa	51,400	56,516	79,452
Berkshire, Mass	50,871	90,920	113,977
State Mutual, Mass	48,407	78,499	69,248
National, Vt	44,949	72,425	34,715
Metropolitan, N. Y	42,485	32,564	85,863
Brooklyn, N. Y	41,365	88,522	133,087
Atlantic Mutual, N. Y	28,723	32,437	107,321
Excelsior, N. Y	21,613	21,084	55,410
Connecticut General, Conn	15,487	43,109	86,834
World, N. Y	14,734	19,575	55,634
Homœopathic, N. Y	8,159	16,781	40,617
Empire State, N. Y	7,651	13,918	17,767
National, N. Y	7,512	31,684	74,822
Eclectic, N. Y	6,194	10,561	59,273
Hope, N. Y	5,925	19,606	52,041
Asbury, N. Y	5,004	11,784	65,933
Republic, Ill	4,895	42,653	36,000
Economical, R. I	1,996	33,985	31,511
Anchor, N. Y	1,322	8,543	40,000
Government Security, N. Y	570	9,595	34,329
American Popular, N. Y	none	11,291	29,754
National Capital, D. C		5,413	
National, D. C		93,764	89,336

GUARDIAN MUTUAL LIFE INSURANCE COMPANY, OF NEW YORK.

ANNUAL REPORT,

January 1st, 1874.

Guardian Mutual

LIFE INSURANCE CO.,

NEW YORK.

ORGANIZED 1859.

OFFICE, 251 BROADWAY.

ANDREW W. GILL, - - - President.
EVERETT CLAPP, - - Vice-President.
LUCIUS McADAM, Secretary and Actuary.
HENRY C. CLENCH, Assistant Secretary.

CHARLES W. CORNWELL, STATIONER, 247 PEARL ST., N. Y.

GUARDIAN MUTUAL

Life Insurance Company.

ANNUAL REPORT,

January 1st, 1874.

RECEIPTS.

Premiums, -	$1,471,003 46	
Interest - -	174,103 28	
Other sources -	358,420 00	
Total Income, -		$2,003,526 74

DISBURSEMENTS.

Claims by death,	$522,630 99	
Matured endowments,	34,390 00	
Surrendered policies,	532,684 69	
Dividends, - -	156,908 24	
Total payments to policy holders,		$1,246,613 92
Taxes and reassurance, - -		28,274 81
Commission and other expenses of management, - - - -		275,614 52
Total disbursements, - -		$1,550,503 25

Guardian Mutual Life

INSURANCE COMPANY.

ASSETS January 1st, 1874.

Bonds and mortgages, - -	$1,648,436 88
Stocks and bonds owned by the Company, - - - - -	515,636 50
Loans on United States and other Stocks - - - - - -	294,700 00
Cash in banks, and trust companies at interest, - - -	505,849 89
Notes and loans on policies, -	671,110 44
Real estate, - - - - - -	55,000 00
Net deferred premiums, - - -	154,406 25
Net premiums uncollected, - -	96,526 60
Accrued interest, - - - - -	58,000 00
Total assets, - - - -	$3,999,666 56

LIABILITIES.

Reserve fund and death claims, $3,810,854 30

Policies in force December 31, 1873,

13,634,

INSURING $28,359,709 00.

THE GUARDIAN MUTUAL LIFE INSURANCE COMPANY SUIT.

In the case of Gahagan against the Guardian Mutual Life Insurance Company, the motion to continue the injunction granted by Justice Donohue, on the 25th of April, and for an order for the appointment of a Receiver, on the ground of the insolvency of the defendant, was argued yesterday by counsel before Justice Lawrence, in Supreme Court Chambers. The plaintiff, who is a stockholder, and was formerly the Secretary of the company, alleges in his complaint that the company is, and for more than a year past has been, largely insolvent; that the whole of its guarantee capital stock, amounting to $125,000, has been expended, and its assets are insufficent to reinsure its risks, such deficiency exceeding $500,000; that for some time past it has ceased to take insurances other than the renewal of its present policies; that it has entered into an agreement with the Universal Life Insurance Company whereby a large part of its assets has been and is being transferrd to the Universal Life Insurance Company. The affidavit of the plaintiff, read on the motion, states that in the month of March last a certain agreement was made with the Universal Life Insurance Company whereby $600,000 was paid into the Guardian Life Insurance Company, partly in cash and partly in securities, by persons acting in the interest of the Universal Life Insurance Company, so as to enable the Guardian Company to make its statement to the Superintendent of the Insurance Department, and that the officers of the Guardian were unable to make the requisite annual statement until the payment of said sum, and for which the Guardian is indebted to those advancing it; that the annual statement does not show the actual condition of said company on Jan. 1, 1874, for the reason that said indebtedness of $600,000 does not appear among its liabilities, and that said sum was not an asset of the company at that time; that upward of $2,000,000 of cash and securities have been transferred by the Guardian to the Universal Life Insurance Company; that the carrying out of the agreement involves the payment of eighty per cent. of the entire premium receipts of the Guardian Company, and that the object and effect of the agreement is to transfer to the Universal Company the best insurable risks in the Guardian, leaving the impaired risks without proper security. Affidavits were also read on the part of the defense of Shepherd Homans, Henry J. Furber, the Vice President of the Universal, and also the Treasurer of the Guardian; of John W. Benley, the Secretary of the Universal, and of Andrew W. Gill, the President of the Guardian, alleging the solvency of the latter company. The affidavits admit the making of the contract with the Universal, but claim that it is a reinsurance of the risks or policies of the defendant; that such contract was made by the defendant "in consideration of the procurement by the said Universal Life Insurance Company of the voluntary payment into the funds of the defendant of a considerable sum of money and securities," and also claim that by the gift of such considerable sum and securities the defendant became solvent, whatever may have been its condition theretofore, and further alleges that the capital stock of the defendant is worth par and interest. In the course of the argument by counsel it appeared that a large majority of the stock of the defendant had been purchased by the Treasurer of the Universal and those acting in its interest, in order to control the business of the Guardian. The motion was argued at considerable length by William C. Barrett, John L. Hill and William H. Waring for the plaintiff, by Livingston K. Miller for the defendant, and Mr. Green, counsel for the Universal Life. The further hearing was adjourned to the 12th inst. to enable the plaintiff to interpose additional affidavits. Defendant's counsel proposed to refer the case to Mr. Chapman, the State Insurance Agent, but declined a reference to such person as Judge Lawrence should appoint.

N.Y. TIMES MAY 6, 74

[illegible] Co.

THE GUARDIAN

Thomas Thurlby made application for

Life Insurance

April 14th 1864

COMPANY,

on life $5,000.00 —

OF NEW YORK,

1/2 Cash 1/2 Notes —

Continental Fire Ins. Co's Building,

Application received

No. 102 BROADWAY.

Sent to New York for Policy

$100,000

Deposited with the Insurance Department of the State of New York, as security to Policy Holders.

The rate per cent, required by Fire Companies to insure a first-class dwelling or store, is about one-half of one per cent. The rate per cent, required to insure a first-class life, aged thirty-five, is about 2½ per cent.—thus showing that the risk of a man dying is *five* times greater than that of his house or store burning. Yet he will insure against the lesser risk of loss to *himself* by fire, and leave the greater risk of loss to his *family* by his death unprovided for.

TABLE No. 1.

Premium on $1,000 for the Term of Life.

WITH PARTICIPATION IN PROFITS.

Age.	Quarterly Payment	Semi-Annual Payment	Annual Payment	In One Payment.	Age.
20	$1 50	$8 93	$17 55	$261 31	20
21	4 61	9 14	17 97	266 65	21
22	4 72	9 37	18 42	272 09	22
23	4 84	9 60	18 88	277 73	23
24	4 97	9 85	19 37	283 60	24
25	5 10	10 11	19 87	289 68	25
26	5 24	10 38	20 41	295 99	26
27	5 38	10 67	20 97	302 56	27
28	5 53	10 97	21 56	309 30	28
29	5 69	11 28	22 18	316 36	29
30	5 86	11 61	22 83	323 60	30
31	6 03	11 96	23 51	331 17	31
32	6 22	12 33	24 23	339 03	32
33	6 41	12 71	24 98	347 09	33
34	6 61	13 12	25 78	355 50	34
35	6 83	13 54	26 62	364 23	35
36	7 06	13 99	27 51	373 21	36
37	7 30	14 47	28 45	382 62	37
38	7 55	14 98	29 44	392 33	38
39	7 82	15 51	30 49	402 39	39
40	8 11	16 08	31 61	412 82	40
41	8 41	16 69	32 80	423 68	41
42	8 74	17 33	34 06	434 94	42
43	9 08	18 01	35 41	446 58	43
44	9 45	18 74	36 86	458 62	44
45	9 84	19 52	38 37	471 10	45
46	10 26	20 34	39 97	483 85	46
47	10 69	21 20	41 68	496 95	47
48	11 16	22 12	43 48	510 37	48
49	11 64	23 09	45 39	524 04	49
50	12 16	24 12	47 41	538 00	50
51	12 71	25 20	49 54	552 27	51
52	13 29	26 35	51 80	566 80	52
53	13 91	27 57	54 20	581 62	53
54	14 56	28 87	56 74	596 61	54
55	15 25	30 24	59 43	611 86	55
56	15 98	31 69	62 29	627 36	56

The rate of premium remains the same during the continuance of the policy. One-half can be paid by a Note at five years, if desired.

TABLE No. 2, (with participation in profits.)

ENDOWMENT ASSURANCE.

ANNUAL PREMIUM ON $1000 PAYABLE

Age.	At Death or 40.	At Death or 45.	At Death or 50.	At Death or 55.	At Death or 60.	At Death or 65.
20	46.90	35 97	29.13	24.64	21.71	19.79
21	49.95	37.84	30.40	25.56	22.45	20.36
22	53.33	39.91	31.76	26.36	23.16	20.95
23	57.15	42.18	33.26	27.60	23.93	21.59
24	61.48	44.66	34.85	28.73	24.79	22.27
25	66.60	47.59	36.79	30.08	25.82	23.14
26	72.25	50.68	38.67	31.39	26.78	23.87
27	78.81	54.09	40.76	32.69	27.82	24.69
28	86.47	57.94	43.05	34.33	28.91	25.57
29	95.57	62.27	45.57	36.14	30.09	26.45
30	106.49	67.21	48.36	37.76	31.35	27.09
31	.....	72.42	51.47	39.70	32.71	28.44
32	.....	79.40	54.91	41.84	34.18	29 54
33	.....	87.12	58.76	44.15	35.75	30.72
34	.....	96.87	63.12	46.72	37.46	31.94
35	.....	107.16	68.09	49.54	39.30	33.33
36	.....	.....	73.79	52.67	41.32	34.73
37	.....	.....	80.37	56.18	43.51	36.33
38	.....	.....	88.00	60.16	45.86	38.02
39	.....	.....	97.20	64.51	48.57	39.97
40	.....	.....	108.16	69.55	51.45	41.82
41	.....	.....	.....	75.07	54.75	44.55
42	.....	.....	.....	82.01	58.37	46.34
43	.....	.....	.....	89.81	62.44	48.59
44	.....	.....	.....	99.08	67.02	51.77
45	.....	.....	.....	110.18	72.21	54.89
46	.....	.....	.....	.....	78.16	58.33
47	.....	.....	.....	.....	84.80	62.16
48	.....	.....	.....	.....	92.93	66.36
49	.....	.....	.....	.....	103.02	71.05
50	.....	.....	.....	.....	113.54	76.56
51	.....	.....	.....	.....	.....	82.66
52	.....	.....	.....	.....	.....	89.66
53	.....	.....	.....	.....	.....	97.79
54	.....	.....	.....	.....	.....	107.35
55	.....	.....	.....	.....	.....	118.74
56	.....	.....	.....	.....	.....	

Premiums on Endowment Policies may be paid Quarterly and Semi-Annually. One-half can be paid by a Note at five years if desired.

Tem

The Re

Age.
20
21
22
23
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TABLE No. 3.

Term Table,—without participation in Profits.

The Rates of Assurance on One Thousand Dollars on a Single Life, for a Term of Years.

ANNUAL CASH PAYMENTS.

Age.	For 7 Years.	For 5 Years.	For 2 Years.	For 1 Year.
20	9.26	9.02	8.66	8.53
21	9.53	9.28	8.91	8.79
22	9.80	9.55	9.17	9.05
23	10.08	9.82	9.43	9.31
24	10.37	10.10	9.70	9.57
25	10.66	10.38	9.97	9.83
26	10.97	10.68	10.25	10.11
27	11.29	10.99	10.55	10.40
28	11.62	11.31	10.85	10.70
29	11.96	11.64	11.17	11.01
30	12.31	11.98	11.49	11.33
31	12.67	12.33	11.83	11.65
32	13.04	12.69	12.18	12.01
33	13.43	13.07	12.53	12 36
34	13.83	13.46	12.90	12.71
35	14.25	13.86	13.28	13.10
36	14.69	14.28	13.68	13.48
37	15.14	14.71	14.09	13.88
38	15.62	15.17	14.51	14.30
39	16.13	15.65	14.96	14.73
40	16.66	16.15	15.43	15.19
41	17.25	16.69	15.92	15.67
42	17.89	17.26	16.43	16.18
43	18.59	17.89	16.99	16.71
44	19.36	18.58	17.57	17.28
45	20.21	19.36	18.21	17.88
46	21.13	20.22	18.94	18.55
47	22.15	21.17	19.79	19.36
48	23.24	22.20	20.71	20.24
49	24.42	23.30	21.71	21.21
50	25.67	24.48	22.79	22.25
51	27.03	25.74	23.93	23.37
52	28.50	27.09	25.15	24.54
53	30.10	28.56	26.46	25 81
54	31.84	30.16	27.86	27.15

No Notes taken on Term Policies.

TABLE No. 4.

JOINT LIFE TABLE.

Annual Premium to secure $100 at the death of either.

Ages of the two Persons named.		Amount Premium.	Ages of the two Persons named.		Amount Premium.
10	10	$2 57		55	$6 29
	15	2 75		60	7 24
	20	2 95		67	9 63
	25	3 12	30	30	4 00
	30	3 32		35	4 24
	35	3 58		40	4 54
	40	3 91		45	4 93
	45	4 32		50	5 74
	50	5 18		55	6 44
	55	5 83		60	7 37
	60	6 78		67	9 81
	67	9 20	35	35	4 45
15	15	2 93		40	4 75
	20	3 13		45	5 13
	25	3 29		50	5 94
	30	3 50		55	6 61
	35	3 74		60	7 54
	40	4 08		67	9 92
	45	4 48	40	40	5 03
	50	5 29		45	5 39
	55	5 98		50	6 21
	60	6 94		55	6 86
	67	9 35		60	7 76
20	20	3 33		67	10 13
	25	3 48	45	45	5 74
	30	3 68		50	6 35
	35	3 93		55	7 17
	40	4 25		60	8 05
	45	4 66		67	10 48
	50	5 48	50	50	7 02
	55	6 19		55	7 61
	60	7 14		60	8 47
	67	9 50		67	10 83
25	25	3 63	55	55	8 18
	30	3 83		60	8 98
	35	4 07		67	11 30
	40	4 39	60	60	9 75
	45	4 78		67	12 03
	50	5 60	67	67	13 70

TABLE No. 5.

Annual Premium for a Policy for One Thousand Dollars, on the NON-FORFEITING PLAN.

Age.	With Profits.	Without Profits.	Age.	With Profits.	Without Profits.
20	$37 72	$33 94	38	$59 96	$53 96
21	38 55	34 70	39	61 82	55 64
22	39 42	35 48	40	63 78	57 40
23	40 32	36 29	41	65 84	59 26
24	41 27	37 14	42	68 02	61 22
25	42 25	38 03	43	70 30	63 27
26	43 28	38 95	44	72 70	65 43
27	44 36	39 92	45	75 23	67 71
28	45 47	40 93	46	77 87	70 09
29	46 65	42 00	47	80 64	72 57
30	47 87	43 08	48	83 53	75 17
31	49 15	44 23	49	86 54	77 88
32	50 50	45 45	50	89 69	80 72
33	51 89	46 70	51	93 00	83 70
34	53 36	48 02	52	96 45	86 81
35	54 89	49 40	53	100 08	90 07
36	56 50	50 85	54	103 88	93 49
37	58 19	52 37	55	107 88	97 10

BY THE FOREGOING TABLE

10	Annual	Payments	secure	a paid-up	Policy	of $1,000
9	"	"	"	"	"	900
8	"	"	"	"	"	800
7	"	"	"	"	"	700
6	"	"	"	"	"	600
5	"	"	"	"	"	500
4	"	"	"	"	"	400
3	"	"	"	"	"	300

The application of this Table is designed to commence after three Annual Payments have been made, and has been prepared with the view of meeting the objection urged by some against Life Insurance, viz: "That all is forfeited unless the Annual Payments are continued."

TABLE No. 4.

JOINT LIFE TABLE.

Premium to secure $100 at the death of either.

f the two s named,	Amount Premium.	Ages of the two Persons named.		Amount Premium.
10	$2 57		55	$6 29
15	2 75		60	7 24
20	2 95		67	9 63
25	3 12	30	30	4 00
30	3 32		35	4 24
35	3 58		40	4 54
40	3 91		45	4 93
45	4 32		50	5 74
50	5 18		55	6 44
55	5 83		60	7 37
60	6 78		67	9 81
67	9 20	35	35	4 45
15	2 93		40	4 75
20	3 13		45	5 13
25	3 29		50	5 94
30	3 50		55	6 61
35	3 74		60	7 54
40	4 08		67	9 92
45	4 48	40	40	5 03
50	5 29		45	5 39
55	5 98		50	6 21
60	6 94		55	6 86
67	9 35		60	7 76
20	3 33		67	10 13
25	3 48	45	45	5 74
30	3 68		50	6 35
35	3 93		55	7 17
40	4 25		60	8 05
45	4 66		67	10 48
50	5 48	50	50	7 02
55	6 19		55	7 61
60	7 14		60	8 47
67	9 50		67	10 83
25	3 63	55	55	8 18
30	3 83		60	8 98
35	4 07		67	11 30
40	4 39	60	60	9 75
45	4 78		67	12 03
50	5 60	67	67	13 70

TABLE No. 5.

Annual Premium for a Policy for One Thousand Dollars, on the NON-FORFEITING PLAN.

Age.	With Profits.	Without Profits.	Age.	With Profits.	Without Profits.
20	$37 72	$33 94	38	$59 96	$53 96
21	38 55	34 70	39	61 82	55 64
22	39 42	35 48	40	63 78	57 40
23	40 32	36 29	41	65 84	59 26
24	41 27	37 14	42	68 02	61 22
25	42 25	38 03	43	70 30	63 27
26	43 28	38 95	44	72 70	65 43
27	44 36	39 92	45	75 23	67 71
28	45 47	40 93	46	77 87	70 09
29	46 65	42 00	47	80 64	72 57
30	47 87	43 08	48	83 53	75 17
31	49 15	44 23	49	86 54	77 88
32	50 50	45 45	50	89 69	80 72
33	51 89	46 70	51	93 00	83 70
34	53 36	48 02	52	96 45	86 81
35	54 89	49 40	53	100 08	90 07
36	56 50	50 85	54	103 88	93 49
37	58 19	52 37	55	107 88	97 10

BY THE FOREGOING TABLE

10 Annual Payments secure a paid-up Policy of $1,000
9 " " " " " 900
8 " " " " " 800
7 " " " " " 700
6 " " " " " 600
5 " " " " " 500
4 " " " " " 400
3 " " " " " 300

The application of this Table is designed to commence after three Annual Payments have been made, and has been prepared with the view of meeting the objection urged by some against Life Insurance, viz: "That all is forfeited unless the Annual Payments are continued."

The Guardian Life Insurance Company.

LIFE TABLE

Is the table used ordinarily when a party desires to effect an insurance for the benefit of his surviving family or friends. The laws of the State of New York which apply to all policies issued by this Company, give an insurance effected for a wife or children, to them exclusively, free from the claims of creditors.

ENDOWMENT TABLE

Is for use in case a party desires to insure for the benefit of his family or friends, in case of his death before attaining a certain age, but in case of his attaining such age, the amount of the policy, with the profits to be paid to himself, thus being a double insurance.

TERM TABLE

Is used when parties desire to cover the contingency of death for a few years, either in business transactions, settlement of estates, death of partners in business, etc. No notes are taken upon Term Policies, nor are any profits allowed.

JOINT LIFE TABLE

Is used where parties are desirous of effecting an insurance on two lives by one policy, the amount of the policy being made payable to the survivor on the death of either party.

NON FORFEITABLE TABLE

Has been constructed to meet the objection offered by some regarding the policy becoming forfeited in case the payments should not be continued.

THE GUARDIAN LIFE INSURANCE COMPANY,

Continental Fire Insurance Building,

No. 102 BROADWAY.

DIRECTORS.

Hon. JOHN A. DIX.....New York.
JOHN J. CRANE.....President Bank Republic.
WM. T. HOOKER.....Wall Street.
WM. M. VERMILYE.....Banker, (Carpenter & Vermilye.)
CHAS. G. ROCKWOOD....Cashier of Newark Banking Co.
Hon. GEO. OPDYKE.....Mayor of New York.
MINOT C. MORGAN.....Firm Winslow, Lanier & Co.
THOMAS RIGNEY..... " Thos. Rigney & Co.
E. V. HAUGHWOUT..... " E. V. Haughwout & Co.
JOHN T. AGNEW..... " William Agnew & Sons.
WM. TAYLOR HALL..... " Hall & Loney, Baltimore.
WM. WILKENS..... " W. Wilkens & Co. "
WM. W. WRIGHT..... Merchant.
CHAS J. STARR.....Merchant.
WILLIAM ALLEN.....Merchant.
E. T. H. GIBSON.....Merchant,
H. W. T. MALL.....Merchant.
JOHN H. SHERWOOD.....Park Place.
WALTON H. PECKHAM..Cor. 5th Avenue and 23d Street.
Hon. WM. WRIGHT, ...Newark, New Jersey.
FREDERICK W. MACY,...Secretary Goodhue Insurance Co.
GEORGE W. FARLEE....Counsellor.

WALTON H. PECKHAM, President.
HENRY V. GALLAGAN, Secretary.
JOSEPH COLT, Assistant Secretary.

The Guardian Life Insurance Company.

The plan upon which the Guardian Life Insurance Company does its business has been proved by many years of experience to be entirely safe and reliable, and while under its operation this first great requisite is secured—it is beyond all doubt the least burdensome of any upon the policy holder. Hence, after having been most thoroughly tested, it is perfectly safe to assert that no method has yet been devised which has given such perfect satisfaction to the insured, and earned for itself a popularity so very well merited. It is very briefly as follows:

The Premiums are payable in Cash, quarterly, semi-annually, or annually; but when a party desires it, one half of each annual premium may be paid by a note at five years, and the remaining half in cash either quarterly, semi-annually, or annually.

Its dividends are declared every five years, and are payable in cash at the time of the declaration, or are paid by their application to and cancellation of the notes above mentioned.

It possesses all the advantages of a cash Company while it avoids the intolerable burdens incident to that system, and is attended by none of the dangers which surround the system of unlimited note taking. In short, it occupies a place midway between two extremes, avoiding as nearly as possible the evil features of both.

Its directors are all pecuniarily interested in managing its affairs with strict economy.

Its business is prosperous and largely increasing, and carefully selected, which is shown by the smallness of its losses, thereby leaving an excellent prospect of large returns to the insured in the shape of dividends.

The Guardian Life Insurance Company.

PROFITS OF LIFE INSURANCE.

THE GUARDIAN LIFE INSURANCE COMPANY OF NEW YORK has preserved in its Charter and mode of operation, all the valuable features of the best and most successful of the ENGLISH COMPANIES.

The following examples of the value of Policies in some of the London Companies, who, however, confine their business to Great Britain, will exhibit Life Insurance as an investment, and show the profits earned for the parties insured.

A policy for $500 taken out in 1816, was worth in 1840—24 years after its commencement—$1,060. A policy for $5,000, during the same period, was worth $10,120. A policy for $5,000, taken out in 1806, was paid in 1840; the policy and profits amounted to $15,000. A policy effected in 1796 for $10,000 had in 1839, $31,700 in profits added to it, making a total sum of $41,700 in all, received on an investment of $200 per annum for 43 years. A policy effected in 1777 for $10,000, was worth $75,700 in 1839, having had between six and seven times its original amount added to it in profits.

CASES TO WHICH LIFE INSURANCE IS PECULIARLY APPLICABLE.

By saving from five to twenty cents a day, according to age, (see table,) a party can secure $1,000 (with dividends) payable in case of his death to those he may desire.

If you have a family, or any other relations, dependent upon your exertions, who, if deprived of them by your death, would be left in destitute circumstances, it is within your power, by insurance, to place them beyond the reach of absolute want.

If you are desirous of leaving to any person a legacy, and cannot do it from your estate, by insurance it can be accomplished.

If you have a house, or farm, or property of any description, which is mortgaged, feeling confident of your ability to pay off the mortgage, *if you live*, by insurance

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on your life to the amount of the mortgage, it would secure the property unencumbered to your family in case of your death.

If your property is large, but of a nature to fluctuate with the times, your death at some critical financial period might cause a sacrifice of a large portion, merely for the want of ready money to enable your executor or administrator to hold it; by insuring a liberal sum the difficulty would be removed.

If you have been educated or assisted by some kind friend and are desirous of repaying the money advanced you, feeling confident of doing so if you live, and knowing that your death would occasion a loss to your benefactor; by an insurance, the latter can be avoided.

You can secure a sum payable to a child upon attaining a certain age, or a sum payable annually to a party after reaching any given age.

It frequently occurs that the very existence of a mercantile firm depends upon the continuance of the life of one of its members; either the capitalist of the concern or the member whose extensive business acquaintance and abilities are depended upon as the chief source of profit. Death, in either case, would be a great loss to the younger members of the firm; they have, therefore, an insurable interest in the life of the important member.

Where an industrious man has accumulated a small sum of money, for the future benefit of his family, by devoting the interest of such investment to pay the premiums, he at once attains his object. For example, if he has accumulated $500, the interest on which would be $30 per annum; at thirty years of age, for this $30 he may assure about $1,400; which (with the dividends thereon) added to the $500 that he keeps in his own custody, will make a fair provision for his family.

OBJECTIONS ANSWERED.

Many persons, although strongly convinced of the propriety, and even the necessity of Life Insurance, still neglect to avail themselves of its benefits.

The chief objection urged against embracing the advantages of Life Insurance is *the cost*. If those who urge this would reflect a moment upon the small daily expenditures incurred by them merely for the gratification of the moment, they would find that for *one-half* of the money daily spent in trifles, they could insure for an amount which would leave their families in comfort. We will take, for instance, a man aged 30, who spends daily 25 cents uselessly (and there are few who do not); if he would save *one-half* of this, or 12½ cents a day, in a year it would amount to $45 62; this would insure $2,000 to his family, besides his share in the dividends and would *cost him nothing*, except a little *self-denial*, which would be more than repaid by the satisfaction of knowing that it was practiced for the benefit of those whom he is *bound to protect if possible*. If a man could be induced to reflect sufficiently to save *one-half* of that which he now wastes, may not this lead him eventually to save *the whole*, and thus induce habits of economy which would be a lasting benefit? The want of reflection is the besetting sin of mankind.

Another objection urged is that at some future time they may be unable to keep up the policy and thus lose all they have paid. This is a mistake, the value of a policy, after two years' premium has been paid, is *one-third* to *one-half* of the amount paid thereon; the remainder has been absorbed in paying the policies of those members who have died; also the expenses of conducting the business. No person upon a moment's reflection can ask a Life Institution to return all he has paid, because he has not died, any more than he would ask a Fire Company to do the same, because his house has not burned. Besides, if a man takes for Insurance a portion of the money that he has previously been in the habit of wasting, if he does not receive back anything he has really lost nothing. If there is a chance of a man's becoming too poor to continue his policy, there is also a chance of his becoming too poor to support a family; yet, if his present circumstances and future prospects are good, this does not deter him from marrying. He will run the risk of being able to support them. Now comes in Life Insurance; while he is taking the chance of sup-

porting them *if he lives*, should he not provide for their support in case he should be suddenly taken away? It is to cover this contingency that Life Insurance is valuable, and particularly when it can be done, as in a large majority of cases it can, *by the saving of money before spent in useless indulgence.*

Others argue that if they live a reasonable time, they will pay more than their families will receive; or, as they express themselves, "It will cost more than it comes to;" here again they are laboring under a want of reflection. The following calculation shows that a party aged 35, insuring for $1,000, and paying annually $26.62, and receiving back as his portion of the *surplus* a dividend of 33⅓ per cent. (the average dividend) every 5 years, on the premiums paid during that time, must live 24 years before he can have paid more than his family would receive, calculating his money to compound at 6 per cent. interest.

An annual payment of $26.62, would amount in twenty-four years, if compounded at 6 per cent. interest, to....		$1,352 69
A Life Insurance Policy for $1,000, after running for 24 years, would be worth, should the insured die: The amount of Policy.....	$1,000 00	
By calculation it will be found that the dividend on a policy for $1,000 (averaged at 33⅓ per cent.) would in 24 years amount to..	212 96	
By calculation it will be seen that the amount of interest upon such dividends in 24 years would be	133 95	1,346 91
Difference.....		$5 78

If a person is *sure of living* many years, it is not worth while to insure.

Another says: "I can put this money in a Savings Bank and have it when I want it." Very true, but may you not be tempted to "want it" unnecessarily? The facility with which money can be drawn from a Savings Bank to gratify every passing desire, renders it more desirable that some portion of your savings should be deposited with a Life Institution, where you cannot draw

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Another says: "I can put this money in a Savings Bank and have it when I want it." Very true, but may you not be tempted to "want it" unnecessarily? The facility with which money can be drawn from a Savings Bank to gratify every passing desire, renders it more desirable that some portion of your savings should be deposited with a Life Institution, where you cannot draw

it so readily without some sacrifice; you will then be induced to strive harder to keep up your Policy. How many persons have commenced an account with a Savings Bank, and continued for some time with a laudable perseverance, but at last have been tempted to withdraw, and never had sufficient confidence to commence again. The deposits in Savings Banks are entirely at the *will* of depositors. In Life Institutions, a man after mature deliberation, *binds* himself to make a deposit of a specified sum at a specified time; knowing this he provides for it, and we can safely say that in a majority of cases the money saved to deposit in a Life Institution, *would not be saved at all, were it not for Life Insurance.* Even if a party has sufficient resolution to resist the temptation of drawing his savings from the Bank and spending it foolishly, the calculation on preceding page will show that it is more advantageous, taking all things into consideration, to use a portion of your savings for Life Insurance. By referring to preceding page, it will be seen that after being insured for 24 years the amount to be realized upon a Life Policy, would be within $6 of the amount to be realized from a Savings Bank, and if death should occur before 24 years, the advantage would be in favor of the Life Policy.

Hon. Abbott Lawrence.—Among the bequests in the Will of the late Hon. Abbott Lawrence, of Boston, was a Life Insurance, for the sole benefit of his wife, for $40,000, which, probably, had been subsisting for many years—showing the estimation he placed upon the subject of Life Insurance and its security.

"It is no more the moral duty of man to provide the daily bread of his family while he lives, than it is to provide against their being left penniless in the event of his death."—*Edin. Journal on Life Insurance.*

Benjamin Franklin tells us: "A policy of life insurance is the cheapest and safest mode of making a certain provision for one's family. It is time our people understood and practiced more generally life assurance."

Lattimer Bros. & Seymour, Stationers, 21 Nassau Street, N. Y

Rec'd Sam Francisco Aug 1st 1854
of Mr Whaley the sum of Forty 00/100
dollars in advance for one months
rent of House on Folsom St as
per agreement

John Jones

$40.00/100

Thos. Walker.

1864					To United States	Dr
April 1.	For	200 lbs	Flour	@	06 25/100	6.45
" "		1 gale	Superior Whiskey	"	32 25/100	2.25
" 15.		1 "	Brandy	"	28	28
" "		14 lbs	Hams	"	21 21/100	3.04 21/100
" "		17¼ "	Artificial Candles	"	30 ¢	5.17½
" "		1 gallon	Vinegar	"	28 ¢	2.02½
May 7.		32 "	Superior Whiskey	"	32 25/100	7.27½
June 1.		1 "	"	"	32 25/100	2.25
" 1.		10 lbs	Tobacco	"	22 1/100 ¢	2.27 1/10
" 27		50 "	Rice	"	11 2/100 ¢	5.59½
						$378.2 21/100
					Less Payment:	45.29

for Capt. Thomas C. Gallivan, A.A.G.
Richard C. Hoch

San Diego Cal.
April 5th 1864

Thos. Whaley Esq.

Dear Sir:

I have received your letter and bill of Buggy robe enclosed. I have not yet seen the Robe - it should be a good one for the price - I give you credit for amount.

There is to be a sale of Cattle &c. at the Ranchos of Mrs Clayton on the 20th of this month I will want all the Legal tenders I can get. - I have sent you my vouchers for collection two weeks ago - please send them Legal tenders to me first opportunity - the balance of cash which you have on hand please also buy Legal tenders for and transmit with the other

I also enclose you an order on Capt Wm Price who was is no doubt there now with his Schooner for $290,00 in gold - please buy one legal tenders for the amount and transmit with the others

If the steamer does not leave for this place before Capt. Price sails for here, send them by him or proper steamer if he sails first

In haste

Yours Truly

Andrew Cassidy

People's Telegraph Lines.

SUPERINTENDENT'S OFFICE,
W. H. HEISS, Superintendent.
No. 21 Wall Street.

New-York, Sept 21st 1864

Dear Thos

Just a moment to ask you how are you and family? all are anxious to hear from you do write. Jennie sends regards to all. Harriet and all the family are well.

John met with a misfortune lately - having lost one of his fingers by fire - not injured.

I send this by a young man Arthur Hubert who was with me in McClellan's office to take to your office to avoid the draft and take his fortune. He is honest and can be moulded. His father is a warm friend of mine - so I write the first N.Y. write affectionately Yours

W. H. Heiss

169 55 680

1079.20
180.55
904.65
10.00
904.65
200.00
704.65

1079.20

704
120
844
58
786

MAY

1864

Recd San Francisco May 1st 1864
of Thos Whalay the sum of
Forty 00/100 dollars in advance
for one months rent of House
on Folsome St as per agreement
$40.00/100

John Gray

JUNE
1864

U. S. Internal Revenue Office,

1st District of California, No. 319 Battery Street.

San Francisco, [illegible] 24 1864.

Mr. J. Kelley

You are hereby notified and required to make, at this office, within 6 days from the date of this notice, a statement of your income for the year 1863, together with an account of any Carriages, Yachts, Billiards, Gold or Silver Plate, kept for use in your possession. Also, the nature of your business; and, if a Dealer, the amount of your sales for the past year, that a License may be granted accordingly. In case of refusal or neglect to do so, the law makes it the duty of the Assistant Assessor to make the assessment according to the best information he can obtain, and add 50 per cent. to the amount. Any person or firm who shall transact business without a License, where one is required by law, shall be liable to a penalty of three times the amount of such license, and imprisonment not exceeding two years.

The First Collection District of California consists of the Counties of San Francisco and San Mateo, and the District is divided into seven Divisions. 1st Division consists of the old Municipal Districts 1, 2, and 12; 2d Division, old District 3; 3d Division, old District 5; 4th Division, old Districts 4, 6, and 8; 5th Division, old Districts 7 and 9; 6th Division, old Districts 10 and 11; 7th Division, the County of San Mateo.

In relation to Income Statements, persons residing in one Division and doing business in another, can make their statements in the Division where their business is done. Where partnerships exist, each member of the firm will be required to make his *individual* statement. When partners are residing abroad, the resident partner should be able to state positively whether an assessment has been made elsewhere in the United States for the profits derived from business in this District. When persons are *notified* to make statements, they should comply with the request, even though they may have no taxable income; by this course arbitrary assessments will be avoided. Persons receiving income in trust for others, as guardian, trustee, agent, partner, or other fiduciary capacity, should make statements for such funds received, or be able to swear that the said income is assessed elsewhere in the United States for the same year.

C. B. W. Davis

Ass't Assessor Div. 6

ANNUAL TAXES—1864.

By the sixth section of the act of July 1, 1862, it is made the duty of any person or persons, partnerships, firms, associations, or corporations, made liable to any annual tax, on or before the first Monday of May in each year, to make a list or return to the assistant assessor of the district where located, of the articles charged with a special duty or tax.

Every person, partnership, firm, association, or corporation, failing to make such return by the day specified, will be liable to be assessed by the assistant assessor according to the best information which he can obtain; and in such case the assistant assessor will add fifty per centum to the items of such list.

Every person who shall deliver to an assessor any false or fraudulent list or statement, with intent to defeat or evade the valuation or enumeration required by the law, is subject to a fine of five hundred dollars; and in such case the list will be made out by the assessor or assistant assessor, and from the valuation and enumeration so made there can be no appeal.

The assessor will advertise in some public newspaper published in each county within his district, if any such there be, and by written or printed notices, to be posted up in at least four public places within each assessment district, the time and place for holding appeals within said county.

The assessment list, when completed, will be returned to the collector, who will advertise, in the same manner, that the said duties have become due and payable, and state the time and place within said county at which he will attend to receive the same; and all persons who neglect to make payment within the time specified will be liable to pay ten per centum additional as a penalty for such neglect.

Articles embraced in Schedule A must be returned in the list hereto annexed.

All silver plate exceeding 40 ounces troy, and all gold plate, *not kept for sale*, (excepting plate belonging to religious societies,) must be included in the return.

The following table may be used for converting avordupois into troy ounces.

10	ounces	Avoirdupois	equal	9	ounces	Troy.	80	ounces	Avoirdupois	equal	73	ounces	Troy.
20	"	"	"	19	"	"	90	"	"	"	82	"	"
40	"	"	"	37	"	"	100	"	"	"	91	"	"
50	"	"	"	46	"	"	200	"	"	"	182	"	"
60	"	"	"	55	"	"	500	"	"	"	456	"	"
70	"	"	"	64	"	"	1000	"	"	"	912	"	"

All billiard tables kept for hire, as well as those kept for private use, must also be included.

Carriages built and used as one-horse carriages, but which are occasionally changed so as to be drawn by two, are taxable as one-horse carriages.

The term yacht is construed to include only vessels so known, technically, in the maritime language of the country; and such of that class as are used for racing or purposes of pleasure.

Carriages, yachts, billiard tables, or plate, which are owned, possessed, or kept by a partnership, firm, association, or corporation, must be returned to the assistant assessor of the district in which such partnership, firm, association, or corporation has its office or principal place of business; when such articles are held by an individual, the return will be made in the district in which he or she resides.

Recd San Francisco June 1st 1864
of Mr Whaley the sum of Forty
00/100 dollars his advance for one
month Rent of House on Folsom
St as per agreement

$40.00/100

John Vinay

JULY
1864

Rec'd the Amount [illegible] July 1/49
of Mr. Whitney the sum of $[illegible]
by Draft on Whitney in advance
upon our Monthly Rent of
House on Tchoupitoulas St as
per agreement

Chas
8 Feb 1850

John Dorsey

Iowa Valley.

1864				United States	Cur.
July 1	10 gals	Superior Whiskey	@	22½	2.25
" "	45 lbs	Cam. Candles	"	22½	10.20
" "	25 "	Crushed Sugar	"	16	4.00
" "	10 "	Rice	"	08½	34
" "	20 "	Ham	"	09½	1.95
" "	107 "	Brown Sugar	"	12	12.84
" "	220 "	Cuban "	"	10	22.20
" "	80 "	Tea	"	36	28.80
" 14	1 gal	Vinegar	"	28	28
" 20	64 lbs	Soap	"	07¾	4.96
" "	35 "	Rice	"	07½	2.63
" "	16 "	Ham	"	09¾	1.56
" "	3 gals	Vinegar	"	28	84
Augt. 1	10 "	Superior Whiskey	"	22½	22.50
" "	10 "	Vinegar	"	28	280
" "	198 lbs	Soap	"	07½	14.85
" 11.	200 "	Flour	"	03 22/100	6.45
" 26	30 "	Ham	"	09¾	2.34
					$152.65½

Final Payment

for Capt. Thomas C. Sullivan
Richard C. Allen

Mrs H. & children 3 Rooms from June 18 to July 9 2 weeks	$95.00
do do do " July 9 to " 11	6.25
Frank June 25 to July 9 — 2 weeks	10.00
do July 9 to " 11	1.25
Mr H June 18 to June 25 5 meals	2.50
do June 25 to " 27 3 "	1.50
do July 2 to July 5 6 meals	4.00
do July 9 to " 11 5 "	2.50
	$103.00
Mrs H paid on acct	55.00
	$48.00
Check —	1.75
Cash —	
	$50.00

July 11 — Rec'd

AUG
1864

Recd. San Francisco Aug. 1st 1864
of Mr Mahalen the sum of
Forty 00/100 dollars in advance
for one month's rent of House
on Folsom st as per agreement

$40. 00/100

John Green

IMPORTER AND MANUFACTURER OF FURNITURE.

Towne & Bacon, Printers, 336 Clay Street.

San Francisco, Aug 10 1864.

Mr J W Whaylie

Bought of J. PEIRCE,

415, 417 & 419 California St., near Montgomery, San Francisco,

AND MAIN STREET, BETWEEN EL DORADO AND HUNTER, STOCKTON.

Spring Beds of all descriptions Manufactured to Order.

	1 2ft Pedestead & Casters	8
	Restuffing 2/4 Hair Mattress	3
	2 Straw "	3
Aug 13	1 Cot Pedestead & Casters	5 50
	Restuffing Hair Mattress	4
	Cotton "	1 50
	25 lb Cotton added	1 25
	4 Steamboat Chairs	10
		36 50
	Cr Difference in exchange of Mattress	2
		34 50

Recd payment
J. Peirce
Clk

Cincinnatiere
August 17/64

My Dear Sir

Cordially can
very sincerely comply
with your request about
the Mercantile Arrangements
but I assume that
you and our respective
relative "Uncle James"
were engaged together
in business matters
I remember once hearing
that there have been

Reminded by your
letter I ought to be
content and satisfied
with any arrangement
you propose — such
as it is ought to be
the content of every
true "Union" man —

Very truly yours
P. Clendenin
Gen. Shelby Esq.

Have sent blanks
with the regular enlistment.

reminded by you that I ought to be contented and satisfied with any arrangement you proposed – such at least appears to be the consent of many same "Union" men –

Yours truly
P. Chadbourne

Mr. Shirley Esq

I am much pleased with the gradual enforcement of Slavery – and if our Greenbacks come down to zero – I am

Lent time frame without
any change at all —

STATE
SALT COMPANY.

SAN QUENTIN,
LIVERPOOL,
CARMEN ISLAND
SANDWICH ISLAND
and
LOS ANGELES

SALT,

Ground and Unground, in every variety of Package. For sale at the lowest market prices.

SAM'L E. OAKLEY,
CHAS. JACKSON.

San Francisco, Aug 30th 1864.

Mr Thos Whaley

Bought of OAKLEY & JACKSON,

Manufacturers and Dealers in

FIRST PREMIUM CHAMPAGNE & OREGON CIDER,

PURE VINEGAR, CALIFORNIA PICKLES AND SALT.

318 and 320 Front Street,

Between Commercial and Clay Streets.

Agnew & Duflebach print.

½ Bbl 21 Gal Vinegar 25c - $5.25

San Francisco, Aug 31st 1864.

Mr Thomas Wharton Esq

J. MARTENSTEIN,
A. WALRATH.

Bought of J. MARTENSTEIN & CO.

Proprietors of the National Steam Flour Mills,

DEALERS IN DOMESTIC FLOUR, CORN MEAL, BUCKWHEAT, BRAN, ETC.

TERMS CASH—PAYABLE IN GOLD COIN OR ITS EQUIVALENT.

Market Street, end of Sansome.

☞ ORDERS FROM THE INTERIOR AND THE COAST RESPECTFULLY SOLICITED, TO WHICH WE PLEDGE PROMPT ATTENTION. ☜

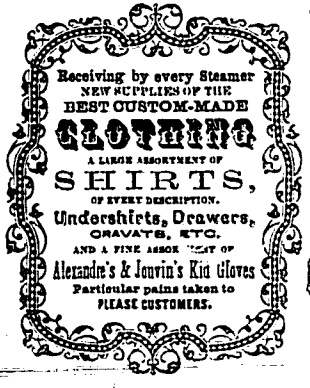
7 1/2 Sacks Extra Flour. No 3 @ 5

Received Payment

J. Martenstein & Co

SEPT
1864

Commercial Steam Presses, 517 Clay Street.



San Francisco Sept. 1st 1864

Mr Whalley

Bought of **ISADOR BLUM,**

GENTLEMEN'S FURNISHING STORE,

No. 411 (Old No. 103) Montgomery Street,

Between Sacramento and California Streets. NEXT DOOR TO WELLS, FARGO & CO.

1 Coat		28 00
1 Vest		5 00
1 Pants		1 00
		$34 00

Received Payment
I. Blum
W.S.L.

Rec'd San Francisco Sept 1st 1864
of Thos Wheaton the sum of Forty
00/100 dollars in advance for one month's
rent of House on Folsom St as
per agreement

John Gray

$40.00/100

Peters Reports S. Court U.S.	16 vol.		
Howards " " "	14 —	Sold	$75.00 Pd
U.S. Digests	13 —	"	52.00 Pd
" Equity Digest	2 —	"	8.00 Pd
Story on Agency	1 "	"	3.00 Pd
Laws of 1857. (Statutes of Cal.)	1	Sold for	1.50 Pd
			$129.50
R. R. Laws & Charters	2 —	✓	
American Rail Road Cases	1 —	✓	
Story on Conflict of Laws	1 "		Gone
" " Contracts	1 "	✓	
Phillips on Insurance	2 —		1st vol gone
Greenleaf on Evidence	3 —	✓	
" Testimony of the Evangelists	1 —	✓	
Starkie on Evidence	1 —	✓	
Maryland new practice & pleadings	1 —	✓	
Shepperdy Institutions	1 —	✓	
Law Grammar	1 "	✓	
Maywells Law Dictionary	1 "		gone
Statutes Cal. 1850 & 1851	2 "		1851 gone
Statute Law Hawaiian Govt	2 —		Sp. priceless
Hawaiian Govt Records of Arbitration	1 —	✓	
State Papers of the Hawaiian Islands	1 "	✓	
Judicial Decisions Court of Oahu	1 "	✓	
Estate of Hinckley Greenway Oahu	2 —	✓	
" " " "	2 "		Duplicate of 1st Doc.
	Total — 11 Vols		

List of books belonging to Miss Abigail Van Zandt — Monrovia Sept. 12 1861
and left on file with G. H. Bell Stationer Oct 25 1861.

Received from Mr Bell $60.00 1863 Remitted Mr Robinson $60.00
Books for Customs 40.00 April Outstanding Account to pay 72.00
Commission 5% on sales 7.50 Com 7.50
Cash from Mr Bell on file for Notes, Accounts & Cash 31.50 $139.50
April 24-1863 — $139.50

Sept 1, 1864. Mr Bell returned the within books, and Speed, et al, things that are not checked off, viz.-
Story on Conflict of Laws 1 Vol -
Phillips on Insurance 1 Sh Vol -
Maxwell's Law Dictionary 1 Vol -
Statutes California 1 Vol 1851 -
~~Estate Dealing Treatise~~ ~~1 Vol unpaid~~

Thos R Whaley

Sept 3 1864 Packed the within 23 boxes and returned them to Mr Robinson for Steamer Venator —
Our Box
Marked J. H. Robinson
San Diego —

ORIGINAL.

San Francisco, September 3rd 1884

Received from Thomas Tracy in good order

on board the Steamer Senator

the following packages to be delivered at

MARKED: Mrs V. H. Robinson
San Diego —

One Box Books
Morgan

Return this receipt and enclose in a letter
THOMAS

Hodge & Wood, Stationers 418 and 420 Clay St.

I return this
by your request
but no comprend

Received San Francisco September 15th 1864
from Thomas McKean Holy Cross
being for one month's interest due
on his note for two thousand dollars
$40.00

B. Shelton

San Diego Sept 23/64

Friend McKaley

I received yours of Aug ust 23d in due time. I had shipped the wool previous to that date however. on the J. B. Ford & I presume it has long since safely arrived in San Francisco.

I see that the papers (and my letters from S.F. also) report a better feeling in the stock market, and quite an advance in many if not all classes. I hope all is right with you by this time.

Ellsworth is still quite lame and of course his health otherwise suffers a good deal from the effects of the medicine, as well.

is approximately with his rheumatic leg.
The cause of his rheumatism was his own imprudence.
He was making himself a comfortable home some 10 or 12 miles from town & in opening and cleaning out a spring there he very foolishly worked in it himself to show his men how it should be done & perceiving no ill effects on the first attempt he repeated the done again & again, forgetting that he had grown old since he had been accustomed to expose himself similarly, and the consequence is a severe attack of the rheumatism and a general derangement of his health. However I see no reason to doubt his recovery, at least sufficient to be about and attend to business, though it will

likely be very slow owing to his advanced age.
He requested me to look out for his interests here, which I am endeavoring to do, the same as I would for myself.
I hope however he will soon return, as his business (the sheep raising part especially) is a very onerous tax upon my time, and which would have been given upon no other consideration but my friendship for Mr Ewanoth

I see it reported that Genl McDowell is economizing considerably in his department, has evacuated Catalina Island Fort Yuma & some other places has reduced the troops of the Express from Camp Drum to Fort Yuma one half or more &c &c Now while he is in an economical mood

would not it be well to show here the advantages pecuniarily & otherwise of San Diego over San Pedro, why the price paid Banning for landing the troops would almost support a post here, to say nothing of ~~freight~~ lighterage on Gov. freight.

Some six months ago Major Hancock was down here getting items in regard to our advantages saying that he should represent the same to the authorities at Washington since then I have heard nothing about it. Major Hancock I heard said that ~~the~~ Govt paid Banning sixty thousand dollars last year for landing the troops I wont vouch for the statement but I have no doubt it is something like it. Lieut Hancock informs me that an appropriation for a fortification here was passed by last Congress, small amount — $30,000. Is it so, do you know?

When I was in San Pedro

When you gave me a memorandum of the price of copper ore — I have mislaid or lost it — will you, at your leisure, send me another.

How do they arrive at the value of copper ore, that is, ore, assaying 10% is worth about $25.00 while ore assaying 16% is worth about $50.00 now how do they calculate this? There must be some rule to calculate the increase.

The prospects of our Encinitas Copper Mine are very good so far, but we are only down about 50 feet. The ore I think is good enough if we only have a vein. Mr Laine handed a piece to Professor Silliman & he expressed the opinion that it was as good as any of the Copperopolis ore. We sent a lot to the

Pacific Mineral Co and they
analyzed it at $15 & offered us
an advance of $25 to $30
We think we can deliver it in
San Francisco for $20 per ton.
So that if there is plenty of it, it
would be a good thing.
Any information on the subject
will be thankfully received
pine of ore bags &c &c

Yours Truly

E. W. Morse

Thos Whaley
M. S. Com. Dept.
Box 1877 P.O.
San Francisco

OCT
1864

Recd San Francisco Oct 12th 1864
of Thos Whalen the sum of Forty 00/100
dollars in advance for one month's rent
of House on Hampton Place as per
agreement

John Gray

$40. 00/100

Murphy, Grant & Co.
Sansome Cor Bush St.
San Francisco Oct 5 1864

Maj Wm Lee A Quartermaster
San Diego

Dear Sir.

We have to acknowledge receipt of your favor of covering $150 One hundred & fifty dollars of which we place to the credit of your account Jeneton Longuemarly leed for acct Road thier

Yrs truly
Murphy Grant & Co
Bankers

Murphy, Somerville
October 5th
1869

Received October 15th 1864. from Thomas Wharey
Forty Seven dollars being on monthly interest
on this note, amounting to two thou-
sand dollars —
$47.00 —

Bishop Shelton

S. H. DAVIS,
W. L. WITHAM.

San Francisco, Oct 21 1864

Mr Thos Whaley

Bought of **DAVIS & WITHAM,**

GENERAL COMMISSION MERCHANTS.

SOUTHWEST CORNER CLAY AND DAVIS STREETS.

TERMS CASH.

☞ Particular attention paid to purchasing and forwarding Goods to the Interior. ☜

1 Sack Potatoes 124 3¼ 4 03
25 " " Potatoes 3 75
$4 78

Paid
Davis & Witham

Copy

Nov 25th San Francisco, October 25th 1864

Thirty days after date I promise to pay to Silas S. Conklin or order two hundred and thirty eight dollars in U. S. Gold Coin for value received —

$238.00

[illegible]

agent for 100 ton lot No 290 —

Due Nov 25/28

U.S. Commissary Store on Sansome St

Given for balance due for planking sidewalk No 290 Paid by Cash $138.
[illegible] of S.B. Pickman and [illegible] $100
& Note $100.00 to S. S. White dated Nov 28th 1864. payable Dec 15th 1864

Thos Whalley
Nov 25/28 238

John J. Conlin
to

NOV
1864

Rec'd San Francisco Nov 1 1864
from M. Whaley forty dollars
in advance for one month rent
of House on Folsom Street as
per agreement John Gray
per Brown

$40,00

DEC

1864

Recd San Francisco Dec 1st 1864
from Thos Whaley forty dollars in
full payment for one fourth rent of
House on Folsom Street as per
agreement —

John Gray
per Crow

J H Hall

UNITED STATES INTERNAL REVENUE.

Office of Internal Revenue, First District of California,

No. 1261

San Francisco, December 8 1864.

I Hereby Certify, That the sum of

Seventy five 100 Dollars,

being the amount of the SPECIAL TAX for 1863, on the income of

Thos Whaley returned to me by the Assessor as follows, viz:

	AMOUNT.	RATE.	AMOUNT TAX.
Income from all sources,	1500	5 P ct.	
Additional Ten per centum for non-payment on or before Dec. 15, 1864, being the time specified in Collector's publication notice.			

Total, ... $75

has been paid to me this day by Wm

Towne & Bacon, Printers, San Francisco.

Collector.

State and County Tax Receipt
County of San Diego
December 19th 1864.

Received of Anne Whaley per Joshua Sloane two Dollars twelve½ cents in full for her County and State Tax for the year one thousand eight hundred and sixty four on the following named Property:

Real Estate:	Lots	Blocks	Acres	Value
	2.	121. ✓		$ 15.00
	2.3.	406. ✓		" 30.00
	303.	✓	5.	" 20.00
	305.	✓	5	" 20.00
			Total	$ 85.00

$ 2.12½ cents
Taxes

James McCoy
Sheriff & Collector
by F. E. Brill
Deputy.

Anna Wheley
Dec. 19, 1864

State and County tax receipt

County of San Luis Obispo

December 29th 1864

Received of Thomas Whaley per J. Orane

Forty seven dollars twenty five cents

(with five percent additional)

in full for his County and State tax for the year one thousand eight hundred and sixty four on the following named property to wit:

Personal Property — $300.00

	Lot	Block	Value	Lot	Block	Value	Ex. Imp't
	232	Shaw	10.00	1	160	10.00	
	233	20	25.00	5,7,8	164	35.00	
S½W½	236	80	75.00	4	165	15.00	
	2,3	45	10.00	1,2,3,4	402	20.00	
	3	54	20.00	4	407	20.00	
	2,3	71	10.00	1	480	25.00	1000.00
	3	90	75.00	1	481	20.00	
	3	91	30.00	1,4	509	20.00	
	1	99	5.00	A	753	5.00	
	4	107	5.00	A	756	5.00	
	5	122	15.00	C	763	5.00	
	6,7,8	123	45.00	E	790	5.00	
	5,6	155	30.00	K	796	5.00	
	1,2,3,4	140	20.00	1103	Chaun	25.00	

Total $1890.00

47.25
Com to 2.36
49.61

James McCoy
Sheriff & collector

Dec 29

1864

State & County

Kentucky