

# BUSINESS LETTERS

1850



Walter & Thomas  
San Francisco

Upper California

Handwritten text at the top of the page, possibly a date or recipient name, which is mostly illegible due to the high contrast and noise of the scan.

New York July 1<sup>st</sup> 1850

My dear Mr. Garrison  
Dear Sir

I have this pleasure to

inform you, last week; and now to inform you of  
the receipt of the Boston Convention of the 1<sup>st</sup> of  
the month, and have received advice of the shipmaster  
that (in respect to any shipmaster from me) they may have  
unknown to you. You will please to be assured that the  
of any and every one of you. If however the advice should be  
to be received till such a time as you are of them, as necessary  
them with the falling number. If you should dispose of any  
thing, please to send it to me. Express in gold. One of your  
should be sent to me to be held with. I should prefer you  
of common sense. And should also prefer  
to be given of the same, and you are welcome  
to have them.

- 2 Bx 1/2 1/2 Galley Alcohol 50¢
  - 10 Reg. Salt water case, 6¢ 1/2 per lb
  - 1 Box Box Water Alcohol, 1 lb in Box cost about 85¢
  - 1 Box Pickled Onions 2 doz box cost 42 1/2¢
  - 1 Box fresh preserved Apples 2 doz box 25¢
- Yours truly  
A. A. Phelps

It is my purpose to reciprocate, sooner or later. I do not  
 think Postage & Freight will have such an effect upon the  
 price of goods, and I find that the postage I have  
 on the letter to Newspapers is so much more than  
 the one on the hand, as our Sons inform me. If Mr. W.  
 has been authorized to take charge of the  
 business, as I am, you had best

Mr. W. is authorized to take charge of the  
 business, as I am, you had best

Mr. W. is authorized to take charge of the  
 business, as I am, you had best



I hope our Sons will eventually be able to settle in London  
 I would supply them with as many Consignments as they would  
 at present I think they have adopted the best course, I then  
 being young enough to take care of himself and company  
 which I leave to him for your assistance I am  
 Dear Sir  
 Geo. S. Tappan



New York, June 27, 1850

Miss Garrison

Dear Madam I have your favor of the 21st  
 just received from Mr. Thomas Wadsworth officiating in the  
 name of the Board of Missions for the purpose of  
 collecting contributions for the relief of the  
 colored people of the West Indies & the  
 West India Islands. I have the honor to  
 acknowledge the receipt of your kind  
 letter of the 21st inst. and in reply to  
 inform you that the same has been  
 forwarded to the Board of Missions  
 for their consideration. I have the  
 honor to inform you that the Board  
 of Missions have decided in favor  
 of your petition and have resolved  
 to contribute to the relief of the  
 colored people of the West Indies  
 and the West India Islands. I have  
 the honor to inform you that the  
 Board of Missions have also  
 resolved to contribute to the  
 relief of the colored people of  
 the West Indies and the West  
 India Islands. I have the honor  
 to inform you that the Board of  
 Missions have also resolved to  
 contribute to the relief of the  
 colored people of the West Indies  
 and the West India Islands. I  
 have the honor to inform you that  
 the Board of Missions have also  
 resolved to contribute to the relief  
 of the colored people of the West  
 Indies and the West India Islands.

Henry Cooke

Thomas Whaley  
Lewis H Newman vs  
Lewis A Franklin

State of California  
The District Court of the  
5<sup>th</sup> Judicial District  
And for the County  
of San Francisco

Henry Cooke of the  
City of San Francisco in the County  
aforesaid complains against Thomas  
Whaley, Lewis H Newman and Lewis  
A Franklin late of the same place  
the said Whaley and Franklin now as-  
posed to be residents in San Diego in the  
state) for that heretofore, to wit, on the  
5<sup>th</sup> day of August A D 1830 by the  
consideration of the justice of the Su-  
preme Court of the City of San Francisco,  
he recovers a judgment in said last mentioned  
court against the said Thomas Whaley for  
the sum of Eleven hundred & seventy five  
dollars for his debt or damages, with  
interest thereon at the rate of ten  
per cent per annum computed from  
the eleventh day of July of the same  
year, amounting at the time of the  
 rendition of the judgment as aforesaid  
to the sum of Eleven hundred eighty  
three dollars and sixteen cent, together  
with his cost of suit, by him therein  
incurred amounting to the sum of  
fifty two dollars from which judgment  
the said Thomas Whaley appealed to  
the Supreme Court of the state  
aforesaid. And the said Thomas

appealed to the Supreme Court of the state  
aforesaid. And the said Thomas Whaley  
as principal and the said Lewis J.  
Newman and Lewis A Franklin as his  
sureties on the seventh day of August  
in the year aforesaid by their obligations  
in writing of that date by them subscri-  
bed, undertook and promised the said  
Henry Geike, that if the aforesaid  
judgment so appealed from or any  
part thereof should be affirmed the  
said Thomas Whaley would pay the  
amount directed to be paid by the judg-  
ment of said Supreme Court, or the  
part of such amount as to which the  
said judgment should be affirmed  
if affirmed only in part and all damages  
and costs which should be awarded against  
the said Whaley upon the appeal. A  
copy of which undertaking or writing  
obligatory is hereto annexed and made  
a part of this bill of Complaint.

And the plaintiff further shows that  
on the tenth day of July A. D. 1837 by  
the consideration of the justices of  
said Supreme Court the said judgment  
of the superior Court of the City of San  
Francisco was affirmed, and by the  
judgment of the said Supreme Court  
the said Thomas Whaley was decreed  
to pay the whole amount of the judgment  
first aforesaid and the costs of the

plaintiff by him incurred in and about the matter of the appeal aforesaid. And he further shows that his costs in and about the matter of the appeal aforesaid amount to the sum of three hundred dollars.

And the said plaintiff further shows that notwithstanding the said Whaley well knew of the affirmance of the judgment aforesaid, and notwithstanding he has often been requested to pay and satisfy the same and the costs aforesaid yet he has hitherto wholly neglected and refused so to do, whereby and by reason of the undertaking aforesaid and of the affirmance of said judgment, and of the neglect of the said Whaley to pay and satisfy said debt or damage with the interest and the costs aforesaid, amounting in the whole to the sum of sixteen hundred and fifty dollars, the said defendants became liable to the plaintiff to pay him the said last mentioned sum of money according to the tenor and effect of said undertaking or writing obligatory on demand yet though requested said defendant or either of them have not paid the same but neglected and refuse so to do, to the damage of the plaintiff sixteen hundred dollars. Wherefore the plaintiff prays judgment against the said defendant for the sum of sixteen hundred and fifty dollars for his damages with interest.

thereon and for his costs of this suit  
Gilman & Van Buren  
Atty for plff.

(Copy)

Whereas in the Superior Court for the City  
of San Francisco At the August term  
1850 a judgment has been recovered by  
Henry Gecke plaintiff in an action  
against Thomas Whaley defendant, for  
the sum of eleven hundred and eighty  
three dollars and sixteen cents debt or  
damages and fifty two dollars costs of  
Court from which said judgment the  
said Thomas Whaley appeals, Now  
therefore we the undersigned Thomas  
Whaley as principal, and Lewis A  
Franklin & Lewis J Newman as sure-  
ties all of the City of San Francisco  
do hereby undertake that if the afore  
said Judgment appealed from, or  
any part thereof be affirmed, the  
said Thomas Whaley will pay the  
amount directed to be paid by the  
judgment, or the part of such amount  
as to which the said judgment shall  
be affirmed, if affirmed only in part  
and all damages & costs shall be awar-  
ded against the said Whaley upon the  
appeal. In Witness whereof we  
have hereunto set our hands at the City  
of San Francisco, the seventh



day of August A.D. 1830.  
executed in presence of } Thomas Whaley  
Wm Thompson } Lewis H Newman  
Lewis A Franklin

I, John C. Addison Clerk of said  
Court do certify the above to be a  
true copy of the original now on file  
in my Office

October 31<sup>st</sup> 1831. J. C. Addison  
Attest By Sarah Galbraith  
Clerk



412284

30413

9213

122.84

85988

12284

208828

9213

12

114

69218041

86340

234381

John Plintoft in account with Mrs. Whalley

1849	Oct 29	Balance of John Plintoft	\$531.14
		Exp. Daniel Mithus froms. care	175.00
1850	Aug 24	Exp. Cash paid by Mrs. West	356.14
			245.00
		Due on \$356.14 from Oct 29 1849 to Aug 24 1850	10 1/2 mths @ 6% of 356.14
			37.98
		Due on \$281.14 from Aug 24 to Dec 24 1850	4 mths @ 6% of 281.14
			57.98
			<u>\$351.27</u>

Henry J. Kip in account with Mrs. Whalley

1850	Sept 15	Exp. of Henry J. Kip	\$342.84
	Sept 24	Exp. Cash paid by Morgan Wainwright	196.00
			197.84
		Due on \$342.84 from Sept 24 to Sept 24 1850	1 mth @ 6% of 342.84
			37.62
			<u>\$357.27</u>

\$280.14	\$357.27
197.84	235.46
<u>\$478.98</u>	<u>\$586.73</u>

Nov 20, 1850

William P. Thompson's  
deposition



Copy of Mr. J. W. Humphreys  
deposition given before  
Said R. L. L. Co.  
November 26, 1850.

The facts testified to by  
George D. Puffer, at the  
same time as material  
to said

Quantity of Salt Specified

W. Williams to The Mayor of said City and County  
gentleman being duly sworn, doth depose, and say that  
on or about the first day of February A.D. 1850 deponent  
was in the store of George S. Wards Jr. and heard that  
S. Wards says one Thomas Whaley to take in charge and  
dispose of certain goods, which had been consigned to him  
by George S. Wards Jr. and which he the said George S. Wards  
was anxious to assign over to said Thomas Whaley. Deponent  
distinctly heard said George S. Wards guarantee to said  
Thomas Whaley the sum of Six hundred dollars for the full amount  
of the said Thomas Whaley would <sup>which is the amount</sup> give a store and dispose of  
said consignment, and as a further inducement to the said  
S. Wards pledged himself to furnish the said Thomas Whaley  
with a bill of lading, and the same to be done and all well

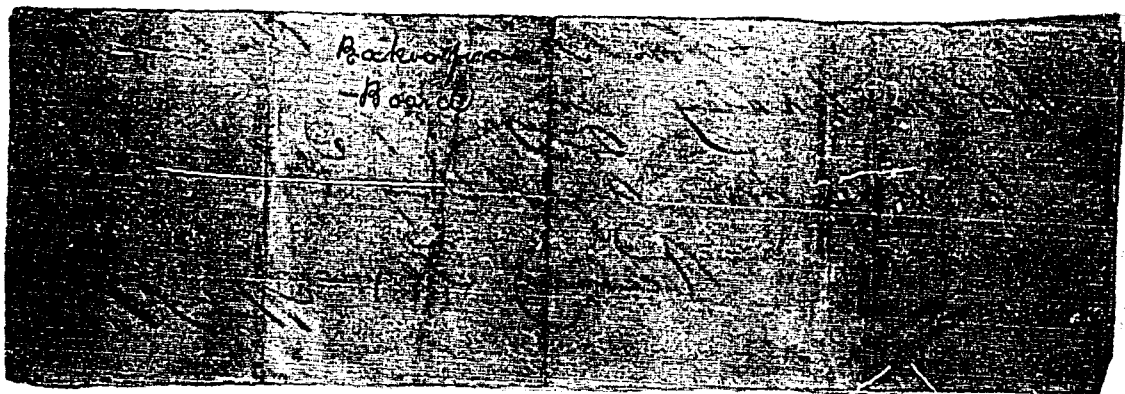
County of San Francisco

William P. Thorsjorn of said City and County  
Gentleman, being duly sworn, deposes and says that  
on or about the 15th day of February A.D. 1851 deponent  
was in the store of George S. Wardle Jr. and heard George  
S. Wardle urge one Thomas Whaley to take in charge, and  
dispose of certain goods, which had been consigned to said  
George S. Wardle Jr. and which he the said George S. Wardle  
was anxious to assign, over to said Thomas Whaley, deponent  
distinctly heard said George S. Wardle guarantee to said  
Thomas Whaley the sum of Six hundred dollars for the first month  
if he the said Thomas Whaley would open a store and dispose of  
said consignments, and as a further inducement to the said George  
S. Wardle pledged himself to furnish the said Thomas Whaley  
~~with a stock of goods~~ <sup>which was then abundant</sup> ~~and should~~  
~~yield to said Thomas Whaley commission not less than the~~  
~~sum of Six hundred Dollars each month~~ <sup>which being immo-</sup>  
diately agreed upon in the presence of this deponent, said  
Thomas Whaley to the certain knowledge of this deponent did take  
charge, and dispose of sundry goods as aforesaid. but this  
deponent believes that no further stock was provided by the  
said George S. Wardle than such residue of consignments  
as were then in store of said George S. Wardle, and this  
deponent further says that he has examined the accounts  
of said Thomas Whaley as recorded in the books of said Thomas  
Whaley, and verily believes the various items charged to  
the debit of said George S. Wardle Jr. to be true and correct  
found to be true

San Francisco Aug 30 1849 Received from  
Mr. Mackay two hundred and twenty five  
Dollars for the purpose of the  
Ref. Quater from the  
1845  
Geo. J. Ward  
J. S. Mackay

San Francisco Augt 29 1849  
Mr. Th. Whaley Dr  
to Mrs. P. Baker  
13 days board Aug 16 to 29 — 27.86  
Received Payment  
Wm. P. Baker





Mormon Island 15 Aug<sup>r</sup> 1850

Dear Boy

I am here laid up sick on my way  
down to San Francisco, retained to this by the illness of a man  
I thought my friend, I am out of funds. Please have my  
lots sold by yourself out of the proceeds of the sale pay for  
yourself the balance to Rich Rolland to the care of F. D. Mercere  
of St. Mary of the Sacraments (He will forward it to me) please  
assist me in this way my dear boy & you will confer a lasting  
obligation on me who is already deeply indebted. If there are any  
letters in the Post Office for me please send them to the same  
parties Rich Rolland care of St. Mary and send this letter I enclosed to  
the U.S. paying the postage to the ladies & charging me there with

Yours &c

Rich<sup>d</sup> Robinson



25

Thomas Whaley Esq  
Care 882. P. O.  
San Francisco  
Calif.

058151  
Aug 11 Pmg

Edith P. Williams

San Francisco September 10. 1880  
Mr. Lewis Quinn Dr

of Thomas Whalley  
For 33 days and fractions on Montgomery St  
between Nucky & Pacific Sts payable in ad-  
vance, at the rate of \$350.00 per month. \$268.33  
ending October 3<sup>rd</sup> 1880, as per contract.

This is to certify that I have demanded the above amount  
of said Lewis Quinn in the presence of witnesses  
and he has refused to pay the same.



Received from Mrs. J. H. ... (Sept 29 1879)  
...  
...  
L. H. ...

San Francisco October 3<sup>d</sup> 1849

October 6<sup>th</sup> 1849  
or order Fifty  
\$50

I promise to pay to the order of  
Dollars value received  
James Witherspoon

Know all men by these presents that I, George D. Puffer of the city of San Francisco of the state of California have made constituted and appointed, and by these presents do make constitute and appoint Thomas Whaley of San Francisco aforesaid, my true and lawful Attorney for me and in my name, place and stead to enter into and take possession of all such messuages, lands, tenements, hereditaments, and real estate whatsoever in the City of San Francisco whereof I am or may be in any way entitled or interested, and to grant, bargain, and sell the same, or any part or parcel thereof for such sum or price, and on such terms as to him shall seem fit, or meet, and for me and in my name to make, create, acknowledge, and deliver good, and sufficient deeds, and conveyances for the same; and to add, demand, recover, and receive all sums of money which shall become due and owing to me, by means of such bargain or sale, and until the sale thereof, to let and demise the said Real Estate for the longest that can be procured for the same, and to take all lawful ways and means for the recovery thereof, to compound and agree for the same, and execute and deliver sufficient discharges, and acquittances therefor; with power of substitution and revocation, giving, and granting, unto my said Attorney, full power and authority to do and perform, all and every aforesaid thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution, and revocation, hereby ratifying and confirming, all that my said Attorney, or his substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof I have joined my hand and seal this twenty fifth day of September, One thousand Eight hundred fifty

Signed Sealed & delivered in presence of George D. Puffer

Thomas Whaley  
 1855

State of California 3  
 County of San Francisco 3

On this twenty fifth day of September in the year one thousand eight hundred fifty before me a Notary Public in and for said County personally appeared George D. Puffer known to me to be the individual who executed the above power of attorney who stated to me he done the same freely and voluntarily for the use and purposes therein mentioned

Witness my hand and seal of office the day and year last above written  
 E. A. Moore  
 Notary Public

Recorded in County Recorder's Office 20<sup>th</sup> November 1850  
at 4 P.M. in 19<sup>th</sup> Vol of Record of Attorney Page 195

John A. McEwen  
County Recorder

John A. McEwen

James D. Smith

John A. McEwen

Recorded in 19<sup>th</sup> Vol of Record  
of Attorney Page 195

John A. McEwen

Henry Clarke  
vs  
Thomas Whaley  
Lewis F. Newman  
& Lewis A. Franklin

State of California  
The District Court of the  
4th Judicial District in & for  
the County of San Francisco

Henry Clarke of the City of San Francisco in the County aforesaid complains against Thomas Whaley, Lewis F. Newman and Lewis A. Franklin all late of the same place (the said Whaley and Franklin now supposed to be resident in San Diego in said State), for their wrongdoers to wit on the 5th day of August A.D. 1850. by the consideration of the Justices of the Superior Court of the City of San Francisco, he recovered a judgment in said last mentioned court against the said Thomas Whaley for the sum of eleven hundred and seventy five dollars for his debt or monies, with interest thereon at the rate of ten per cent per annum computed from the eleventh day of July of the same year amounting at the time of the rendition of the judgment as aforesaid to the sum of eleven hundred eighty three dollars and sixteen cents, together with his costs of suit, by him therein incurred amounting to the sum of fifty two dollars from which judgment the said Thomas Whaley appealed to the Supreme Court of the State aforesaid. And the said Thomas Whaley as principal and the said Lewis F. Newman and Lewis A. Franklin as his sureties on the seventh day of August in the year aforesaid by their obligation in writing of that date by them subscribed, undertook and promised the said Henry Clarke that if the aforesaid judgment so appealed from or any part thereof should be affirmed the said Thomas Whaley would pay the amount directed to be paid by the



judgment of said Supreme Court, or the part of such amount as to which the said judgment should be affirmed, if affirmed only in part and all damages and costs which should be awarded against the said Whaley upon the appeal; a copy of which undertaking or advising obligatory is hereto annexed and made a part of this bill of complaint.

And the plaintiff further shows that on the tenth day of July A. D. 1857. by the consideration of the justices of said Supreme Court the said judgment of the Superior Court of the City of San Francisco was affirmed, and by the judgment of the said Supreme Court the said Thomas Whaley was directed to pay the whole amount of the judgment first aforesaid with the interest thereon as aforesaid and the costs of the plaintiff by him incurred in and about the matter of the appeal aforesaid. And he further shows that his costs in and about the matter of the appeal aforesaid amount to the sum of three hundred dollars.

And the said plaintiff further shows that notwithstanding the said Whaley well knew of the affirmance of the judgment aforesaid and notwithstanding he has often been requested to pay and satisfy the same and the costs aforesaid yet he has hitherto wholly neglected and refused so to do. Whereby and by reason of the undertaking aforesaid and of the affirmance of said judgment and of the neglect of the said Whaley to pay and satisfy said debt or damage with the interest and the costs aforesaid amounting in the whole to the sum of sixteen hundred and fifty dollars the said defendant became liable to the plaintiff to pay him the said

last mentioned sum of money according to the  
tenor and effect of said undertaking or writing  
obligatory: on demand yet though requested said  
defendants or either of them have not paid the  
same but neglect and refuse so to do, to the  
damage of the plaintiff seventeen hundred dollars  
wherefor the plaintiff prays judgment against  
the said defendants for the sum of seventeen  
hundred dollars for his damages with interest  
thereon, and for his costs of this suit.

Edmund Van Buren  
Att'y for Pltff.

(Copy)

Whereas in the Superior Court for the City of San  
Francisco at the August term 1850. a judgment has  
been recovered by Henry Gerke plaintiff in an action  
against Thomas Whaley defendant for the sum of  
eleven hundred and eighty three dollars and six-  
teen cents debt or damages: and fifty two dollars  
costs of court from which said judgment the said  
Thomas Whaley appeals. Now therefore we the under-  
signed Thomas Whaley as principal and Lewis A  
Franklin & Lewis F. Newman as sureties all of the  
City of San Francisco do hereby undertake that if the  
said judgment appealed from, or any part thereof be  
affirmed. The said Thomas Whaley will pay the amount  
directed to be paid by the judgment, or the part of  
such amount as to which the said judgment shall  
be affirmed, if affirmed only in part and all damages  
and costs which shall be awarded against the  
said Whaley upon the appeal.

In witness whereof we have hereunto set  
our hands at the City of San Francisco the seventh

day of August, A. D. 1850.

Executed in presence of (Signed) Thomas Whaley  
Wm. Thompson, Lewis F. Newman  
Lewis A. Franklin.

J. John C. Addison, Clerk of said District Court,  
do certify that the foregoing is a true copy of  
the original on file in my office.

Attest

J. C. Addison  
By J. A. Eastman  
Clerk

Henry Berke

vs

Whaley et. al.

Judgment Entered

by J. C. Addison

the payment of \$1000.00

to the order of  
Henry Berke

Witness My Hand  
at the City of Wash. D.C.

19.361

1302

277

10.25 with wife, 2774

277

10

277 172 10

277 172 10

664

664

6

1

102



Account Sales made by Thomas Whaley of Cunctius assigned  
by John H. H. Co.

Sold per Cash.

57 Flouring	4 00
3 Ox handles	1 50
420 lb lumber (bars)	60 00
1 Pickaxe	1 75
4 Pick & handles	12 00
1 Coffee Mill	1 75
1 Wash Basin	62
2 Box Cordage \$2.00 & handles \$3.75	5 75
1 Plane \$2.00 1 Auger \$3.00	5 00
1 Hammer & two handles \$2.00 & Pick handle \$3.75	5 75
2 Bird Pens \$35.00 & Ox handle \$1.00	36 00
1 tin measure 25¢ 1 Iron Punch \$1.00	1 25
2 Ox handles \$1.00 1 Pick & handle \$3.00	4 00
1 Hatbox \$1.00 2 Flying Pans \$1.25	2 25
1 Sail Pad	300 00
1 Tin Cup 25¢ 2 Ox & handles \$4.00	4 25
1 Piece Rope	75
1 Ox & handle \$2.00 1 Currier & wheel \$12.00	14 00
5 Whetstones \$1.50 1/2 lb nails \$5.00 1 tea kettle \$1.50	8 00
1 Coffee Pot \$1.00 2 tin cups 25¢	1 25
2 Axes \$2.00 3 long hand shovels \$8.00	5 50
Set of iron \$2.00 1 doz tin cups \$1.00 1 shovel \$1.00	4 00
1 Sawe pan no cover 50¢ & tin cups 50¢ 1 spoke shovel	2 00
1 Drawing knife \$1.00 1 split stone 30¢ 2 hammer handles	2 13
3 tin cups 50¢ 1 long hammer \$2.00 1 gumbel 25¢	2 75
1 Buckle wire \$1.00 1 Piece of Pig \$3.50	6 50
1 Silt still; 4 shovels & 3 Spades	25 00
3 Augers 4 hoes & 1 Small Saw	5 00

522 57

Charges.

Lighting	10 00
Alley	5 00
Flying & Frames	2 00
Stages	25 00
Saloon opening & cases 10	20 00
Accounting & books 10	12 00
Comp on Sales 15 00	70 30

70 30 153 87

Well Parents of H. H. Co.

1370 13

To C. C. San Francisco Cal. 18th 1871

Thomas Whaley

My Joseph to be found at Payroll the wood  
or Capt. Brown: Mrs. Frank's house: at reading

Memoranda made June 20<sup>th</sup> 1850

June 20 1850  
I accompanied Mrs. David (O'Shaughnessy) to the  
house of Capt. Brown for the purpose of having an inter-  
view with Mrs. Stephen Joseph. We waited there some time  
when Capt. Brown appeared shortly afterwards Mrs.  
Joseph was then coming in. The conversation. Capt.  
Brown went out and spoke to him. Mrs. Joseph was  
leaving the enclosure when Mrs. Franklin rose and called  
to him. Mrs. Joseph then came to see  
you see me business. Mrs. Joseph did not chide to  
leave but proceeded on and entered the house next  
door. Mr. Franklin then told Capt. Brown for what  
purpose he came there and that he should remain to  
see him even if it were all night. Mr. Franklin enquired  
if Mrs. Joseph had any place of business. Capt. Brown  
replied that he had, but other than he was in and out  
Payroll & Sherwood's. Capt. Brown enquired of Mrs. Franklin  
what amount he was indebted to Mrs. Joseph and the  
amount of interest. Mrs. Franklin replied that the  
due bill would speak for itself upon presentation.  
Presently Capt. Brown went out and sent Mrs. Joseph  
in. Mrs. Franklin said Mrs. Joseph had  
to pay you the amount of the two bills and had  
done bills and bills of exchange at liberty. I had  
to pay you. Whereupon Mrs. Franklin entered the  
money amounting to one thousand dollars upon the  
table. Mrs. Joseph said they were both in the power.  
Mrs. Franklin demurred to see them. Mrs. Joseph  
asked if he had enough interest. Mrs. Franklin  
said whatever the due bill called for he was made



to pay, and again demanded the due bill and bill  
of lading. Mr Joseph said the due bill bore  
interest. Mr Franklin said I am prepared to  
answer. Mr Joseph said I made a mistake the  
other day. I found upon reference the note was due  
the 1st of February, and that there was five hundred  
dollar interest due. Mr Franklin denied there  
was interest due, that ~~he had~~ <sup>and said</sup> frequently demanded  
a settlement from Mr Joseph which he had refused to  
signify compelling him to this course and that  
was then acting adversely by the law. Mr Franklin  
again asked him if he refused to accept the note  
give up his due bill and bill of lading upon a  
negotiable note as security. Mr Joseph said  
that he did refuse but as soon as Mr Franklin  
would pay him the due bill with interest for  
all fifty hundred dollars he would relinquish  
claim and give the papers up. Mr Franklin then  
placed the money in the bag and told Mr Joseph  
upon having he would head further from him.

Wm. Stacey

St. Thomas, Va.  
between Jackson &  
St.

Am. Sum. Ct. June 21st 1850.

Friday between 1 & 2 O'clock I went with Mr Franklin  
to the Store of Mr Payne & Woodward. Messrs Gentlemen  
were in. Mr Franklin told Mr Payne he had called  
upon Mr Joseph and in the presence of witnesses (of which  
he had made a legal certificate of the amount of his due bill  
and that he now made a formal demand of him (Mr Joseph)  
for a settlement. Mr Payne refused the same saying he had in

From Mrs Josephs to that effect and that whatever  
consequence Mr I would be responsible to them (Pg 1).  
I about one half of the amount had already been paid  
to Mr I who had told him Mr Taylor that said Josephs  
and him (I) were upon said Bill of Lading and that until  
Mrs Josephs gave an order to that effect they could not  
pay over the amount to said Mr Taylor.

Wm Whalley



# Instructions to Thomas Whaley

from James A. McWhorter

In the first place I wish you to spend any ~~time~~ <sup>time</sup> coming from my  
Porter in Commerce, and having ~~there~~ <sup>there</sup> all enclosed directed  
to Alex. Johnson or any other than myself. Then seeing the same  
and seeing them immediately ~~sent~~ <sup>sent</sup> to the ~~proper~~ <sup>proper</sup> hands. I will  
write to you to change the ~~direction~~ <sup>direction</sup> of the letters to be sent  
me without being opened.

When the ship ~~arrives~~ <sup>arrives</sup> look out for the Captain and his  
bunch some attention, his wife is for sale and you may get the  
selling of her, besides the remitting of all moneys.

So soon as you can spare \$20 call on Chetwood, Edwards, Rice & Luck  
pay them costs of payment, and have the same put in the hands  
to represent in New York. I leave you a letter of authority for this  
purpose. any advice you may need in this matter call on Mr. ~~Johnson~~  
Rice a bright looker for and cherish to realize out of Wood, Capistrano  
or Capt. Comod, and I will send you a Power of attorney to effect the  
compliance. Pay the sum of costs as early as convenient.

If from Porter's service should come down in my altered state  
him exactly my position with every general information of my affairs  
let him have my Keys and access to all the trunks &c. Give them  
to him if he desire to take them away. Since his own words  
should be ~~returned~~ <sup>returned</sup>, write to one promptly and give send me  
a bill for advances to him which I will give you to collect.

My note payable to Adams is due 11/10/57. This I have in hands  
to ~~be~~ <sup>be</sup> ~~sent~~ <sup>sent</sup> to ~~him~~ <sup>him</sup> ~~in~~ <sup>in</sup> ~~the~~ <sup>the</sup> ~~same~~ <sup>same</sup> ~~time~~ <sup>time</sup> I should expect you pay it  
write to me by every steamer. Each one will advised of what you  
are doing and will as general representation of the market.

Keep friendly with Mr. ~~Johnson~~ <sup>Johnson</sup> as he is willing every to put his  
among with your speculation. If he is disposed to know from him  
on my account and pay my note to bloom as well as any other  
claims that may appear against me that you should take care.

I will trust to you in full confidence of all my things ~~concerning~~  
whom to call on and show my letters to everyone else keep close

I have left an account for \$520 against the W.B. Johnson  
with Boston Bank for which you will please settle as quickly  
as possible. If you can ~~send me~~ send them ~~directly~~  
it will collect for the value of the stock at the time. Sell the  
other two shares and credit the bank. I have quite some more  
for the same.

George Washington



Instructions

to  
James M. Wilby

from  
James S. Swanklin

June 26<sup>th</sup> 1860



San Francisco Dec 26<sup>th</sup> 1850

Mr Francis A. Franklin

My dear Brother

I am just leaving for down the Coast  
and my friend Thomas W. W. has charge of all my affairs he will  
give you a full account and is duly authorized to receive monies  
grant receipts and do all business matters in my name.

He is a friend in whom you may confide. He knows and will  
tell you concerning the judgment in your favor against Wood's  
My indebtedness to him is indeed everything

I trust you have done well and will be in a position  
to give him some of the money for me. Anything you desire  
to do in business do through them

Yours affectionate Brother  
Francis A. Franklin

(H. Dear home you along with me and days are reserved -

*Mr. Francis A. Hamilton*

*Probit*

This Contract made this 20th Day December 1850  
between Thomas Whaley of the first Part and James  
James and Charles Davis of the second part  
Witness that the parties of the second part for and  
in consideration of the sum of Seven hundred and fifty  
Dollars (to be paid to them by the party of the  
first part in compliance of the written tenor  
specified to be done) agree to construct a side walk  
in front of the buildings on Montgomery Street between  
Jackson & Cassin Streets belonging to the party of  
the first part, said side walk to be laid as near  
the grade of the Street as possible with a steep in  
front of each store and one or more steps leading  
from the side walk to the alley way, to plank  
the alley way the whole length of the buildings, to  
construct a balcony across the rear of the build-  
ing 30 ft in length and 7 or 8 ft in width with  
a railing enclosing the whole of the rear balcony &  
that part of the passage way leading to the Street  
which may be exposed, to construct stairs  
leading from the rear balcony to the yard not  
less than three feet wide and stairs leading  
from the side walk under the building of the same  
width both with hand rails, to repair the present  
balcony in front of the buildings making the same  
as wide as the width with a new railing and  
the same across the building to the side near  
Street with stairs leading from thence (the  
belonging to the party of the first part.)  
walk of the vacant lot adjoining, to fill  
and the office above which are now vacant  
side exposed to the weather and to do  
that side of the house nearest Jackson &  
now exposed. The parties of the sec

the within alterations and to do the same in a  
good and substantial manner to the satis-  
faction of the party of the said deed. On de-  
fault of payment the party of the first part agree  
to allow interest upon the amount or each part thereof  
remaining unpaid at the rate of five per cent  
per month until all be paid. In witness  
whereof the parties to this contract have volun-  
tarily set their hands and seal the day and  
year above written.

Witness my  
hand and seal  
this 1st day of  
April 1884

Charles Brooks  
James Turner

Wm. Whaley

4 lb Natco

1 Paper 4oz tins

1 White Ice-Pack

1 salt cup

1/2 lb cheese

1 lb soda crackers

1/2 pint of Molasses

6 small plates

1 cream pitcher

1 lb butter

1 lb Oatmeal

1 lb crackers

1 large spoon

1 tin Pan

8 doz. glasses

1 can of

1 Roll Matting

1 Redhead

500

Hand  
Hammer

east for washing	100
Flour	25
Small Pot	1
Black Hat	2
3 or 4 small soap	3
1 Small Hat	1
1 Small Cotton	1
2 Flat Iron	2
1 Tin copper pot	1
3 Paper or Towels	3
1 Yd Blue Ribbon	1
1 so green narrow	1
3 Bars of soap	3
1 Yd White Cotton	1
1 Water Bucket	1
1 Iron wire Gauge	1
<del>1 Iron wire</del>	
1 Iron wire	1
1 Small Paper Paper	1
1/2 lb Soda	1/2
1 Iron Paper Pan	1
1 Iron Paper Pan	1
1 Iron Paper Pan	1
1 White sugar	1



1/2 lb. Sugar  
 1/2 lb. Lard  
 1 Large Potato  
 2 Carrots  
 1 Parsnip  
 1 lb. Butter  
 1 Chamber  
 Cakes  
 1/2 lb. Sugar  
 1/2 lb. Lard  
 1/2 lb. Butter  
 10 yds. Ribbon  
 1 lb. Cocoa  
 3 lb. Sugar  
 3 Carrots  
 1/2 lb. Sugar  
 1 lb. Flour  
 2 Eggs  
 1 lb. Butter  
 1/2 lb. Sugar  
 1 Pint  
 1 lb. Sugar  
 1/2 lb. Sugar

State of California,

County of San Francisco. }

J. Killaber

C. M. Weber et al

I hereby Certify That

as a Witness for *plff* *five* days, and is entitled to receive from the

*plaintiff* County aforesaid, the sum of *twenty five*

DISTRICT COURT of the Fourth  
Judicial District, sitting for <sup>civil</sup> Criminal  
business, *August* term, 1850.

has attended  
dollars.

Test:

JOHN, E. ADDISON,

*By David G. ...* Clerk.

Randalls Island <sup>40</sup> Feb 11. 1870

Dear friend

Yours of December 30<sup>th</sup> was duly received as well as the previous one you wrote, and I am glad to find that you are doing it well, although you cannot do much with the invoice I sent you, since you left I have purchased Mr Biddle's interest, so that whatever there may be coming will be to myself. I do not know that I can advise you much what it is best to do, as I have no doubt you will do the best you can. but I think it would be as well to dispose of them as soon as you can conveniently at whatever prices they will bring, as I am anxious to close up all my accounts connected with the clothing business, I also sent an invoice of childrens clothing with my brother in law Mr S. B. Goodenough. If you can assist him in any way in closing up his likewise you will confer a favor on yours

Truly

Thos. B. Parker

If you see Mr S. B. Goodenough tell him that we are all well. I shall write him by the steamer

Mr Thos Whaley

Handwritten text, likely a letter or report, covering the top half of the page. The text is mostly illegible due to blurriness and fading.

Handwritten text in the middle section of the page, appearing to be a continuation of the document.

*Resd Office of the President*

*John P. [Signature]*

Handwritten text at the bottom of the page, including what appears to be a signature and possibly a date or reference.



Receipt

Amount of Merchandise shipped by Messrs J. Peffer  
 on board the vessel "Coral Sea" (Adam & Co. Capt. J. Brown)  
 for the purpose of being sold at Peffer's Auction Room  
 at the residence of the said vessel.

One lot of the above as above counts

6 cases of Green Scales	24/9	4 15 50	
2 cases of do	24/9	6 19	
1 case of do	28/9	91 50	4 3 31
4/5 Cans Curry Powder		3 00	
4/5 Cans Sweet Potatoes		1 50	
1 m. of superior Paper		0 50	3 00
			<u>46 37</u>
			0 38
			<u>46 75</u>

Cash  
 46 75

Received of Messrs J. Peffer  
 the sum of £46 75  
 for the above goods  
 J. Peffer  
 21st July 1864

Received of Messrs J. Peffer  
 the sum of £46 75  
 for the above goods  
 J. Peffer  
 21st July 1864

Notes of the Bank of England  
 4 6 50  
 2 5 00  
 6 5 00  
4 7 20

The Receipts for the above goods are to be  
 returned to the Messrs J. Peffer  
 at the residence of the said vessel  
 as directed in the instructions as  
 above.

Account of Sales made by Edward Whiting of  
 New York, for and of the Estate of John  
 New York, for and of the Estate of John

There is a balance

1	5 in do	11.00	
1	5 in do	11.00	16.00
1	Brass Ship Lock 3x5	4.00	
1	do do 3x5	5.00	
1	Might Catch	4.00	
1	Pin front door	1.00	
2	7 in dead locks	16.00	
1	10 in Star door do	10.00	
2	7 in dead locks	5.00	
1	7 in Pin Lock	7.00	
1	Brass Ship Lock 3x3	3.00	57.00
1	Pin front door	12.00	
3	Brass Ship Locks 3x5	15.00	
2	" " dead do 3x5	8.00	
3	" " do do 3x3	6.00	
1	7 in Pin Lock	11.00	
2	6 in " catches	8.00	
9	6 in dead Locks	22.50	
1	Might Catch	5.00	
1	Pin Pin Lock	7.00	
2	" " "	16.00	
1	" " "	8.00	
2	6 in dead "	7.00	
4	Pin Pin "	32.00	
1	Might Catch	6.00	
1	7 in Pin Locks	7.00	
1	6 in dead do	2.50	
6	6 in do do	18.00	
1	Brass Ship Lock 3x5	5.00	
3	6 in dead Locks	14.50	
1	Brass Ship Lock 3x3	2.50	151.00

151.00



Mercantile Sales (Singles) (Over)		263 00
Mercantile Sales of Charges		
High 2 for Dice passing	6 30	
Cottage & Labour	6 00	
<u>Sum of</u>	12 30	
		\$250 70

*W. Whaley*

San Francisco January 20 1850

Dr. The Account of Goods on hand of the above

1850			Dr	Cr
Feb 10	By Cash			14 00
1850	Mar 20	Dr. J. J. J. J. J.		380 60
1850	Apr 19	By Cash	52 00	
1850	May 1	" "	22 00	
1850	June 15	" "	31 76	
1850	July 17	Profits on gold dust	15 42	
1850	Oct 18	do	48 69	
1850	Nov 20	do	4 19	
1850	Dec 30	Balance due	320 55	
			394 60	394 60

San Francisco Feb 20<sup>th</sup> 1850

Mr Thomas Hooley  
1049

Ch. P. Strutz

	To Painting and numbering doors - - - - -	\$23.00
	" Painting two Sign Boards	5.00
	" Painting & putting in stone	50.00
	" 1/2 Gallon oil	2.50
	" 1 quart of Turpentine	1.75
	" 1 lb of Gold Leaf	4.50
	" 12 lights of glass	4.50
	" 1 gal. oil	5.00
	" 1 quart Turpentine	1.75
	" 4 lbs of Lead	2.00
	" 1 Keg " Lead	5.00
	" 2 Galns oil	10.00
1850	" 1 quart Turpentine	1.75
Feb 1	" 1/2 gal. oil	10.00
" 4	" 2 ss. oil	10.00
" 5	" 3 lbs Red paint	1.50
" 6	" 1 lb Black do	1.50
" 7	" 2 gal. oil	10.00
" 8	" 1 keg of lead	5.00
" 9	" 1 quart Turpentine	1.75
" 11	" 1/2 gal. oil	5.00
	" 1 quart Turpentine	1.75
	No labor performed	
		150
		\$304.25

By Cash \$2.00  
 " do 16.00  
 " do 20.00  
 " 25 1/2 lbs Pulley @ 25 ct 5.87 1/2  
 Over \$43.87

\$304.25

\$304.25

	Brought Forward	\$45.87 1/2	\$304.25
By	1 Can of Green paint 14 lbs C 30cts	4.20	✓
"	22 1/2 lbs Putty " 25cts	5.27 1/2	56
"	14 1/2 " Green Paint " 30cts	4.35	✓
"	14 1/2 " " " 30	4.35	✓
"	34 " Putty " 25cts	8.50	✓
"	27 " " " 15	4.05	✓

	Balance due J. Frank	74.70
	<del>Balance due</del>	220.55
		89.00
		149.55
April 17	Cr by Cash.	75.00
		38.53
May 3	Cr by Cash.	134.55
		43.38
		<u>\$61.17</u>

Wm. M. Moley

1870

J. Hunt

San Francisco 25th July 1870

Know all men by these Presents that I William P. Thompson  
Gentleman of the City of San Francisco State of California on this twenty fifth day  
of November in the year of our Lord one thousand eight hundred and fifty send  
to all persons to whom these presents shall come greeting: I William P. Thompson  
of the City and County of San Francisco State of California, Assignee of Thomas Whaley  
of the same place send greeting. Whereas the said Thomas Whaley by his deed of  
Assignment bearing date February 21<sup>st</sup> A.D. 1850 recorded in the Office of the then Alcalde  
in Book L of Deeds, pages 209, 210, 211 did in consideration of the matters and things therein  
specified remise, release, and for ever quit claim unto me my heirs and assigns for ever, all  
his title, interest and estate, legal and equitable, in the premises therein specified, with the  
appurtenances situate in the City of San Francisco and known as a lot of land fifty (50)  
varas square, number sixteen (16) in Escondido return, bought of H. D. Colton January 14<sup>th</sup> A.D.  
1850. Now therefore know ye, that by virtue and Authority to me given by the said Thomas  
Whaley in the said Deed of Assignment and for the purposes therein contained and the express Con-  
dition upon which said Assignment was made, I the said William P. Thompson Assignee  
as aforesaid in the consideration of the sum of One thousand Dollars to me in hand  
paid by George D. Puffer, Gentleman of the City of San Francisco, the receipt whereof is herein  
acknowledged, have given, granted, bargained, sold conveyed, and by these presents do give,  
grant, bargain sell and convey unto the said George D. Puffer his heirs and assigns the follow-  
ing described parcel of Real Estate, which was the property of the said Thomas Whaley situated  
in the City of San Francisco being embraced, bounded and described as follows, to wit:  
Commencing at a point where the South Easterly line of Harrison Street intersects with  
the North Easterly line of Front Street, thence running North Easterly along the line of Harrison  
Street fifty (50) Varas, thence South Easterly in a line parallel with Harrison Street fifty (50)  
Varas, thence South Westerly in a line parallel with Harrison Street fifty Varas, thence  
North Westerly along the line of Front Street fifty (50) Varas to the point of beginning. To have  
and to hold the aforesaid premises to him the said George D. Puffer, his heirs and assigns, to  
his and their use and behoof forever, and I the said William P. Thompson do covenant  
with the said George D. Puffer his heirs and assigns that I am lawfully the Assignee of the  
said Thomas Whaley, and that I have not made or suffered any encumbrance on the hereby  
granted premises since I was appointed Assignee of the said Thomas Whaley, and that I have  
in all respects acted in making this conveyance, in pursuance of the Authority granted to  
me in and by the Deed of Assignment of the said Thomas Whaley. In testimony  
whereof I the said William P. Thompson, have hereunto set my hand and seal this twenty  
fifth day of November A.D. 1850.

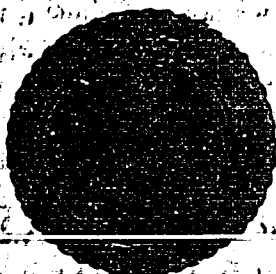
Signed, sealed, and delivered in the presence of

George D. Puffer  
Escondido

W. P. Thompson

State of California  
County of San Francisco

On this twenty fifth day of November  
in the year one thousand eight hundred fifty before  
me a Notary Public in and for said County personally  
appeared William P. Thompson known to me to be the  
individual who executed the within deed who stated  
to me he done the same freely and voluntarily for  
the use and purposes therein mentioned  
Witness my hand and seal  
of office this day and year last  
above written



E. J. Morris  
Notary Public

Recorded in County Recorder office 25th Nov 1850 at 1 P.M.  
in Book No 3 of Deeds page 1

Wm. U. W. [unclear]  
County of [unclear]  
By [unclear] [unclear]

Nov 25, 1852

Recd of Consequence

Wm. P. Simpson

of the State of New York

Esq. of the State

Wm. P. Simpson

of the State of New York

Esq. of the State

Placed in State for 3 of 1852

Page 1st. H. H.

Wm. P. Simpson

I Paul B May of the City of San Francisco in Consideration of the sum of One Hundred and fifty Dollars paid to Thomas Whaley of San Francisco to William P Thompson of San Francisco do bind myself & personal said Thomas Whaley (that if he is called upon of legal authority or is forced or obliged to pay damages of lease of ground occupied by buildings belonging to him <sup>San</sup> Montgomery Street between Jackson Street and Pacific Street on or before the twenty fifth day of August next ensuing) to pay to him within twenty four hours notice in writing the above mentioned sum of One Hundred and fifty Dollars - in Default of which I have issued One Hundred halfbacks Philadelphia on board the ship Panama which I further promise shall remain unsold and liable for the above amount -

It is further understood and agreed that if the above amount is not claimed as above mentioned by the twenty fifth day of August A.D. One thousand eight hundred and fifty then this obligation is cancelled and is of no effect signed and sealed the <sup>2</sup> Eleventh day of August One thousand eight hundred and fifty -

#1-2 attested before signing

~~Paul B May~~  
Paul B May

San Francisco Nov 11<sup>th</sup> 1850 - I hereby promise with  
Walter Paul B May to Sean Thomas Whaley in  
the above amount I hold myself personally liable -

attested before signing

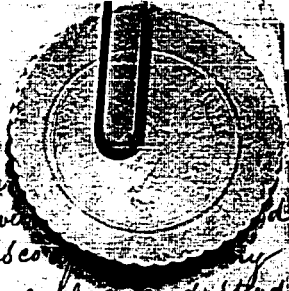
W P Thompson



June 11, 1950.

Know all men by these presents that I William  
of the City of San Francisco, State of California, have  
and appointed Thomas Whaley of San Francisco my  
true and lawful attorney for me and in my name, place, and stead  
to collect, sue for, and receive all debts, and sums of money, due, or to be-  
come due to me, as Assignee of Thomas Whaley, created by Deed of As-  
signment dated 9th (ninth day) of February 1860 and duly recorded, and  
to give receipts, and discharges for the same; to lease to any person for any  
length of time my said attorney shall see fit, any real Estate belonging  
to me by right of said assignment, and to sell and dispose of, to execute and  
deliver any agreement concerning the same, and to take any steps which may  
seem proper concerning the same to my said attorney, concerning any suits  
at law or in equity now pending, or hereafter commenced, in which I shall  
be a party, or interested by virtue of said assignment; and to defend the same  
in my name and to commence any suit in my name that my attorney shall  
see fit, giving and granting unto my said attorney full power and authority  
to do and perform all and every act and thing whatsoever requisite and  
necessary to be done for the purposes of said assignment as fully to all intents  
and purposes, as I might or could do if personally present, with full power of sub-  
stitution, and accoation, hereby ratifying and confirming all that my said  
attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In Witness whereof I have hereunto set my hand and seal the twenty fifth  
day of November, One thousand Eight hundred and fifty



Signed & sealed in the presence of  
*Amos Nichols*  
*E. J. Moore*

*Chas. J. Thompson*

State of California  
County of San Francisco

one the Twenty fifth day of  
November in the year one thousand Eight hundred and fifty  
before me a Notary Public in and for said County per-  
sonally appeared, *Amos Nichols* personally known  
to me to be the individual who executed the above form  
of letter, who stated to me that he done the same freely  
and voluntarily for the use and behoof of the said  
*William* any bond and surety  
of office this day and year  
last above written

*E. J. Moore*  
Notary Public

*5, 018/4*  
*11/25/59*

Know all men by these presents that I, William P. Thompson of the City of San Francisco, State of California, have made, constituted and appointed Thomas Whaley of San Francisco aforesaid, my true and lawful attorney for me and in my name, place, and stead to collect, sue for, and receive all debts, and sums of money due, or to become due to me, at the assignee of Thomas Whaley, created by Deed of Assignment dated 9th (ninth day) of February 1850 (and duly recorded) and to give receipts, and discharges for the same, to lease to any person for any length of time, my said attorney shall see fit, any real Estate belonging to me by right of said assignment, and to sell and dispose of, to execute and deliver any agreement concerning the same, and to take any steps which may seem proper concerning the same to my said attorney, concerning any suits at law or in equity now pending, or hereafter commenced, in which I shall be a party, or interested by virtue of said assignment, and to defend the same in my name, and to commence any suit in my name that my attorney shall see fit, giving and granting unto my said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done for the purposes of said assignment as fully to all intents and purposes, as I might or could do if personally present, with full power of Substitution, and revocation hereby ratifying and confirming all that my said attorney, or his substitute shall lawfully do or cause to be done by virtue hereof.

In Witness whereof I have hereunto set my hands and seal the twenty fifth day of December, One thousand eight hundred and fifty

Signed & Sealed in the presence of

*W. P. Thompson*

*Michael J. Duffy*  
*E. J. Moore*

State of California  
 County of San Francisco

on this Twenty fifth day of December in the year one thousand eight hundred and fifty before me a Notary Public in and for said County personally appearing before me *Wm P. Thompson* personally known to me to be the individual who executed the above form of Deed, who stated to me that he done the same freely and voluntarily for the uses and purposes therein written

Witness my hand and seal of office the day and year last above written

*E. J. Moore*  
 Notary Public

Recorded in County Records Office 25<sup>th</sup> March 1850  
at 1 P.M. in Book No 1 of Deeds of Albany Page 197

John A. McNamee  
County Recorder

Power of Attorney

James  
William McNamee

James McNamee

James McNamee

James McNamee

James McNamee

James McNamee

James McNamee

James McNamee







This Agreement made this Third day of July 1850  
between Thomas Whaley of the first part of the town of  
San Francisco and Louis Simon of the second part  
of the second part Whaley that the said Thomas  
Whaley of the first part has agreed to let and rent  
and do hereby let and rent to the said party  
of the second part his Store on Montgomery Street now  
in the occupancy of Mr Union Harris, also the small  
Store adjoining under in the occupancy of Mr David  
Newman, together with the fixtures (consisting of Siding  
counter &c) which are not to be removed or altered with-  
out the consent of the party of the first part for com-  
mercial purposes, for the term of Two months and  
twenty three days that is to say from the tenth day  
of July to the third day of October next at the  
monthly rent of Three hundred and fifty dollars  
payable monthly in advance that is to say upon the  
tenth day of each month, the last payment being  
for the odd days at a proportional rate. Should  
the party of the first part continue in possession of the prem-  
ises upon which the buildings are situated longer  
than the Third day of October next the party of  
the second part has the privilege of renting the above  
mentioned Stores for such time longer as may be  
agreed upon. In witness whereof the foresaid  
parties to these presents have hereunto set their  
hands and seals in San Francisco the day  
and year above written.

Signed sealed and  
delivered in presence of

W. P. Thompson

Thos Whaley

Louis Simon

In consequence of Mr David Newman not giving up the Store  
now occupied by him before the sixth day of July Thomas  
Whaley agreed to deduct from the amount of rent to be  
paid on the tenth of July by Louis Simon the sum  
of fifteen dollars

San Francisco July 3d 1850  
In witness

W. P. Thompson

Thos Whaley



July 3, 1850

To all persons to whom these presents shall come greeting,  
I George D. Puffer of the City of San Francisco, State of  
California, have this day purchased of William P. Thompson as  
Assignee of Thomas Whaley, all of said City of San Francisco, a  
certain parcel of land as per deed to me made by said William  
P. Thompson and duly recorded in Book No 3 Page the first  
of Public records, and for which I have by my act and deed fully  
comprised Thomas Whaley, assignee to sell, rent, or otherwise  
dispose of same, as he in his judgement may think fit. Now  
this is to make known that I George D. Puffer of my own free  
will and accord have this day <sup>assigned</sup> and by this instrument do assign  
to the said Thomas Whaley, all and every my right, title, interest  
whatsoever in the said parcel of land, or parting from the same,  
for his the said Thomas Whaley's benefit or for his heirs or assigns  
for and in consideration of One hundred dollars to me paid  
in lawful money of the United States, except whereof I hereby  
acknowledge, and I bind myself my heirs and executors to make  
unto the said Thomas Whaley or his heirs or assigns a good and  
sufficient title for said parcel of land as her been assigned, do  
own or otherwise to the said Thomas Whaley or his heirs or assigns  
may claim in the same. In witness whereof I have  
this twentieth day of December set my hand and seal, in the  
year of our Lord One thousand Eight hundred and fifty  
Signed, sealed and <sup>the word assigned interlined in the 11 line below</sup>  
delivered in presence of <sup>deposing</sup> George D. Puffer

Given at San Francisco

Wm Nicholas Puffer

Nov 25, 1852

George D. Briggs

Wm. W. Allen

Wm. W. Allen

George D. Briggs

Wm. W. Allen

George D. Briggs

Wm. W. Allen

George D. Briggs

Wm. W. Allen

George D. Briggs

Wm. W. Allen

George D. Briggs

Nov 25, 1852

George D. Briggs

Wm. W. Allen

Wm. W. Allen

George D. Briggs

Wm. W. Allen

George D. Briggs

Wm. W. Allen

George D. Briggs

Wm. W. Allen

George D. Briggs

Wm. W. Allen

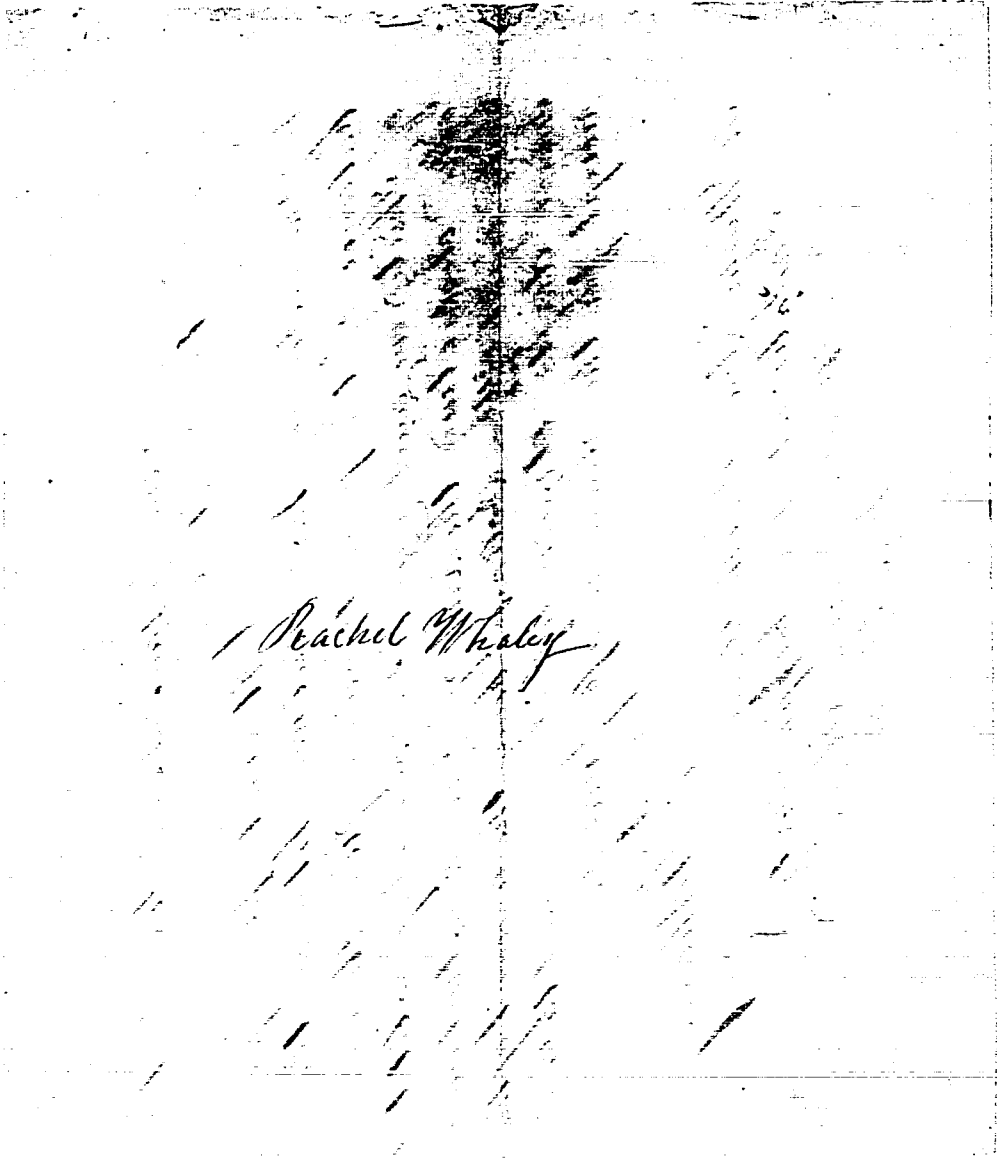
George D. Briggs

San Francisco, July 15<sup>th</sup> 1860  
Washington Smith Esq.

At Sight please pay  
to the order of Mrs Rachel Whaley the  
balance of the proceeds arising from the sales  
of thirty one and a quarter ounces of gold dust  
after deducting the sum of four hundred and  
~~thirty eight~~ dollars being the amount of the  
debit drafts drawn upon you, and take a  
receipt for the same on afo<sup>re</sup> sales.

Yours truly  
R. Whaley

To Washington Smith Esq  
Payable at Mrs Joseph West's  
No 45 Fulton Street  
New York.



Rachel Whaley

San Francisco July 15<sup>th</sup> 1850

Washington Smith Esq.

Or Dr

Please dispose of the within \$17,000  
dust to the best advantage and pay the following bills  
drawn upon you

Messrs Morgan Walker & Smith	\$200.00
Mr Joseph West	75.00
Mr Henry J. Shipley & Flintoft	75.00
Mr Thomas H. Chapman & Biddle & Safford	63.95
Mr James H. Stung	54.29
	<u>\$468.24</u>

The amounting to  
the balance arising from the sale of the dust amounting to  
about \$90.00 you will please pay to Mrs Rachel Whaley  
and take a receipt for the same which you will be  
good enough to remit by return steamer together with  
the drafts that have been enclosed and paid, or  
perhaps it would be better for you to give the drafts  
to my mother and send me a receipt from each of the  
parties for the money paid. I have written by mail  
but I have thought it advisable to enclose this lest  
it should miscarry. By attending to this you  
will much oblige

Yours Truly  
R. S. Whaley

P.S. Gotchup Box No 882 P.O.

San Francisco July 15th 1850

Washington Smith Esq.

Or Dr

Please dispose of the within \$174.00  
duet to the best advantage and pay the following bills  
drawn upon you

Mr Morgan Walker & Smith	\$200.00
Mr Joseph West	75.00
Mr Stannard Ship & Flintoft Old	75.00
Mr Thomas B. Stephens & Biddle & Sapin	63.95
Mr. [unclear] & [unclear]	54.29
	<u>\$1168.24</u>

amounting to  
the balance arising from the sale of the duet amounting to  
about \$90.00 you will please pay to Mrs Rachel Whaley  
and take a receipt for the same which you will be  
good enough to remit by return steamer together with  
the drafts that have been endorsed and paid, or  
perhaps it would be better for you to give the drafts  
to my mother and send me a receipt from each of the  
parties for the agency paid. I have written by mail  
but I have thought it advisable to enclose this lest  
it should miscarry. By attending to this you  
will much oblige

Yours truly  
R. Whaley

P.S. Address for Box No 882 P. O.

~~548.49~~  
~~468.29~~  
balance 80.45


50  
37  
88  
22  
11  
166  
179



1950  
100  
1650  
15,00

1950

Mrs. O. H. Haley  
San Diego Cal



COGNAC BRANDY

PUT UP BY

WHALEY & CROSTHWAITE,

SAN DIEGO, CAL.

*PUT UP BY*

WHALEY & CROSTHWAITE,

*San Diego, Cal.*

OLD RYE WHISKY,

PUT UP BY

WHALEY & CROSTHWAITE,

San Diego, Cal.

OLD RYE WHISKY,

PUT UP BY

WHALEY & CROSTHWAITE,

San Diego, Cal.

BOURBON WHISKY,

PUT UP BY

WHALEY & CROSTHWAITE,

San Diego, Cal.



BOURBON WHISKY,

PUT UP BY

WHALEY & CROSTHWAITE,

San Diego, Cal.

Madeira Wine.

PUT UP BY

WHALEY & CROSTHWAITE,

San Diego, Cal.

PUT UP BY

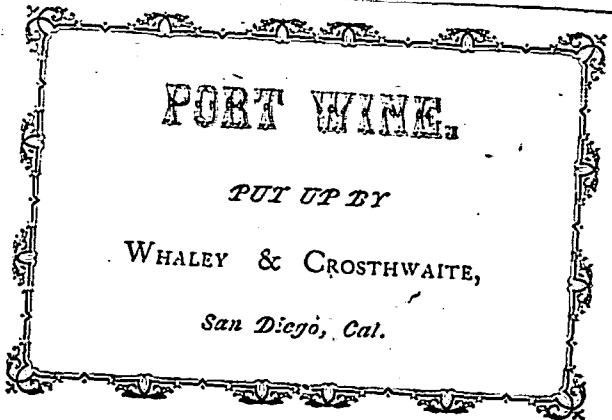
WHALEY & CROSTHWAITE,

SAN DIEGO, CAL.



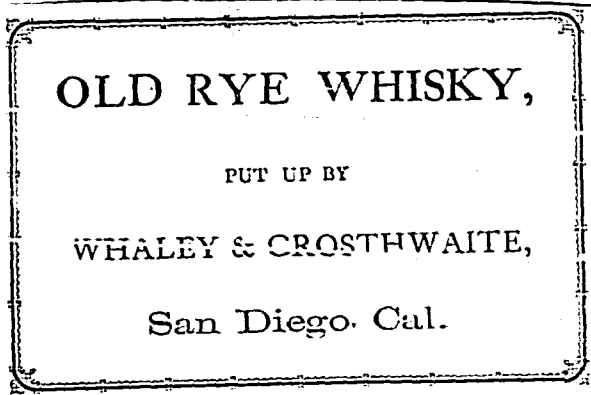
Madeira Wine.

PUT UP BY  
WHALEY & CROSTHWAITE,  
San Diego, Cal.



PORT WINE.

PUT UP BY  
WHALEY & CROSTHWAITE,  
San Diego, Cal.



OLD RYE WHISKY,

PUT UP BY  
WHALEY & CROSTHWAITE,  
San Diego, Cal.

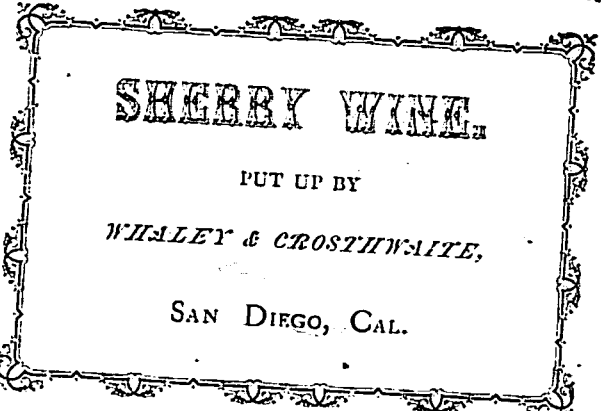


PORT WINE.

PUT UP BY

WHALEY & CROSTHWAITE,

*San Diego, Cal.*



SHERRY WINE.

PUT UP BY

WHALEY & CROSTHWAITE,

SAN DIEGO, CAL.



AGUARDIENTE.

PUT UP BY

WHALEY & CROSTHWAITE,

San Diego, Cal.

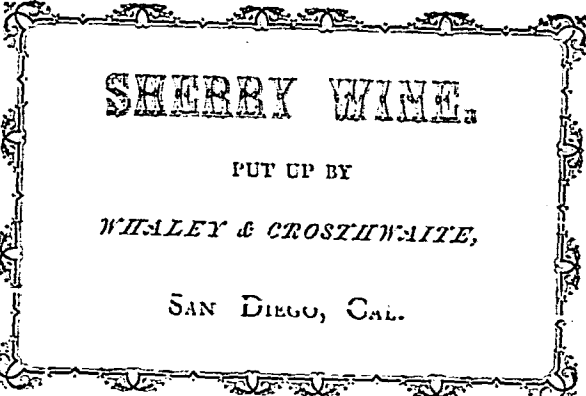


HOLLAND GIN.

PUT UP BY

WHALEY & CROSTHWAITE,

*SAN DIEGO, CAL.*



SHERRY WINE.

PUT UP BY

WHALEY & CROSTHWAITE,

SAN DIEGO, CAL.

336 Broadway January 1<sup>st</sup> 1850.  
New-York.

Dear Sir,

Wishing to balance my Books for the past year you will oblige me by forwarding a statement of sales and a remittance for the balance due. You can remit either by Draft to my order in New-York, or by Bank Bills, current with you, if by the latter, take their numbers and general particulars, and cut them in two, the first halves remit two mails before posting the last, strict attention to these instructions, and there will be no risk on your part in case of loss. Should you need a further supply of medicines, please state the fact, giving me forwarding directions &c. As many of my Customers have been imposed upon by a Counterfeit of my medicines sold to them for genuine, it becomes my duty to caution you to be careful of whom you procure the medicines should you obtain them of any one else but myself directly, as several prosecutions have taken place lately in consequence. You will oblige me by sending a copy of each newspaper published in and about your place of residence. Expecting to hear from you soon

I am, Your O<sup>b</sup>d<sup>t</sup> Serv<sup>t</sup>





*Thos. M. Haley Esq.*  
*Oliver Brown & Co.*  
*Card*

*From Mr. Haley  
New York, N.Y. 1850*

Mr. Th. Whaley. Jr.

Dear Sir

I send You the bill of goods You bought of me for cash, in the month of January.

I sometimes came to see You but as I can not find You home, I with this, must request You, to settle Your bill in the course of this week I have to make very large payments and can not wait longer for my monies.

Therfore I sold You my goods for cash and at such a moderate price that left very little profit for me.

Waiting upon Your answer  
I remain respectfully

W. J. Edmunds

Mr. Thomas Whaley  
P. K.

Steamer Ohio  
12 Dec 1880

Dear Mr. [unclear] I saw a lot of Corrugated Iron on board  
the Steamer - we have a large lot Galvanized  
Iron ~~to~~ 5-6-7 & 7 1/2 ft long for fencing, Roofing, &c  
I hear that you have a great deal in your part  
of the country - Can you not sell a lot for us  
at 6¢ per pound - a large lot we will take  
at 5¢ per lb. It is Corrugated & Galvanized & will never  
rust & last forever. Best

Your friend  
E. J. [unclear]

?

Thomas Whaley Esq  
San Diego Cal



Receipt for Washing

Receipt  
for Washing  
Capes! -

Harriet  
to Thomas

Put the  
Purse  
Once a  
Care of the  
Put the  
after which  
The  
the clothes  
the  
letting  
made  
an  
hold them

~~1/2~~ pound of soda - 1/2 pound of Quick lime  
in a gallon of boiling  
the soda.  
over the line to  
it will  
and  
reading  
put two gallons  
take care not to  
together with soap into the water which  
in the clothes. Boil each lot of clothes  
do three times. After taking  
When dried the clothes will be of a heavy

Receipt for Washing

Take 1/2 pound of Soda - 1/2 pound of Quick lime

Put up in a bag and dissolve it in half a gallon of boiling water

Put a sufficient quantity of boiling water over the soda.

Received April 23, 1850

Put a sufficient quantity of boiling water over the lime to cover it

Each of these must be prepared in separate vessels

Put the dissolved lime and soda together and boil them twenty minutes

after which put them into a jar to settle

The above preparations having been got in readiness over night and

the clothes being all put into a tub put two gallons of water into

the tub, and the mixture of lime and soda (take care not to disturb the

settling) pour it together with soap into the water which must be

made to cover all things in the clothes. Boil each lot of clothes

in turn. The clothes will do three times. After taking them

hold them well and wring them. When dried the clothes will be of a beautiful

It will be necessary to place a plate at the bottom of the  
to prevent the clothes from burning, and the clothes are much  
to prevent the scalded practice of lime being put all over  
the liquor; many not heeding this caution have ruined themselves  
trouble in having the clothes to go through the process  
and colored things must be washed

It is found difficult to procure a supply of boiling water for  
the purpose that is recommended that clean cold water be used for  
the clothes are

This receipt is now selling in London for some days I think you  
may make money by it, as well as I care with you. If you should  
any lady and myself would be much obliged for a part of the  
as she gave me the receipt I believe it is very much  
who have used it, we intend to buy the



1859  
Dayle



Received San D.  
fifteen dollars of A. G. S. Supt  
being the first assessment on two  
-nada and fifty shares in the Pac  
Coke Mining Company  
Joseph Smith  
Treasurer

(Duplicate)  
Received San Diego Mar 1  
fifteen dollars of A. G. S. Supt  
being the first assessment on two  
red and fifty shares in the Pac  
Mining Company  
Joseph Smith  
Treasurer

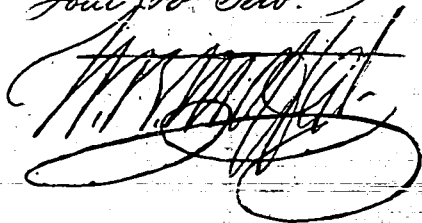
Moffatt's Office 336 Broadway  
New York. March 1. 1850

Dear Sir:

Not having heard from you in answer to my January Circular, I again beg to address you on the subject. As I wish to balance my Books for the past year you will greatly oblige me by forwarding a statement of sales and a remittance for the balance due by return of mail. You can remit by Draft to my order in New York or by Bank Bills current with you, if by the latter take skew Nos. and general particulars and cut them in two, the first halves remis two mails before posting the last strict attention to these instructions and there will be no risk on your part in case of loss. Should you need a further supply of medicine please state the fact giving me forwarding directions &c. as many of my customers have been imposed upon by a counterfeit of my medicine sold to them for genuine, it becomes my duty to caution you to be careful of whom you procure the medicine should you obtain them of any one else but myself directly, as several prosecutions have taken place lately in consequence. You will oblige me by sending a copy of each Newspaper published in and about your place of Residence. Expecting to hear from you soon,

I am,

Your Obedt Servt



Dead May 11. 1850  
Andrew J. Mitchell

Mr. John A. [unclear]  
San Francisco

Cal

