

1851 — 1859

LETTERS

San Francisco May 18 1850

Mr John Whaley  
Dear Sir

I am about starting for the mountains  
I shall leave in your possession the following  
One Box Mosquito nettings as per Invoice attached  
~~and~~ you also certify Invoice for same or  
One Box in addition to advise for Panama you  
probably here of its change first by a letter directed  
that please to me which you will please open  
to. I have written to Mr Potter of New York on the  
subject requesting him to direct all letters in  
to come to Mr John Whaley or W. R. Puffenbeger Jr.  
before delivery up the cert. Invoice to Custom House for  
have my former entry cancelled or destroyed or what  
is the Custom House. I would sell the netting provided  
I could get cost for, which would be from 10 to 15 dollars for your  
now have about 40 or 45 dollars expenses in  
One Invoice of Drugs & One of Rice  
I will do the best you can with your  
I suppose will them to advise on the  
finding a customer I think I ought to  
hang on the invoice, but of course  
I would not sell the whole invoice for  
Cephalon what would net me 300<sup>00</sup> dollars.  
If there is any one package that you could sell to  
a good profit why let it slide. I have sold the  
Box of Garden seeds to Mr A. Davis & have your  
an order on you for it. He pay my freight at 65c per  
foot & Primage & lighters ashore. My friend

come in two trunks and if these things  
if you can save them you would much oblige  
me. All letters that you receive for Henry & myself  
please take care of until we write or send for them.  
Now if you will do all this you will confer  
a favor upon  
I am affected with  
yours affectionately

Write when you have time &  
if you need further instructions,

Wm. Mitchell Staffer

Albany  
Letters please to Geo. J. Chapman New York  
by Gold through Adams & Co. Express.





Received of  
Mr. Murray  
of all  
\$30.00

January 18  
Five  
Methuen



*One Hundred & Fifty Thousand*  
**THE EMPIRE STORE**

**\$5000 WORTH OF RICH AND VALUABLE JEWELRY, WATCHES, &C.**  
**171 PRIZES & 1000 TICKETS.**

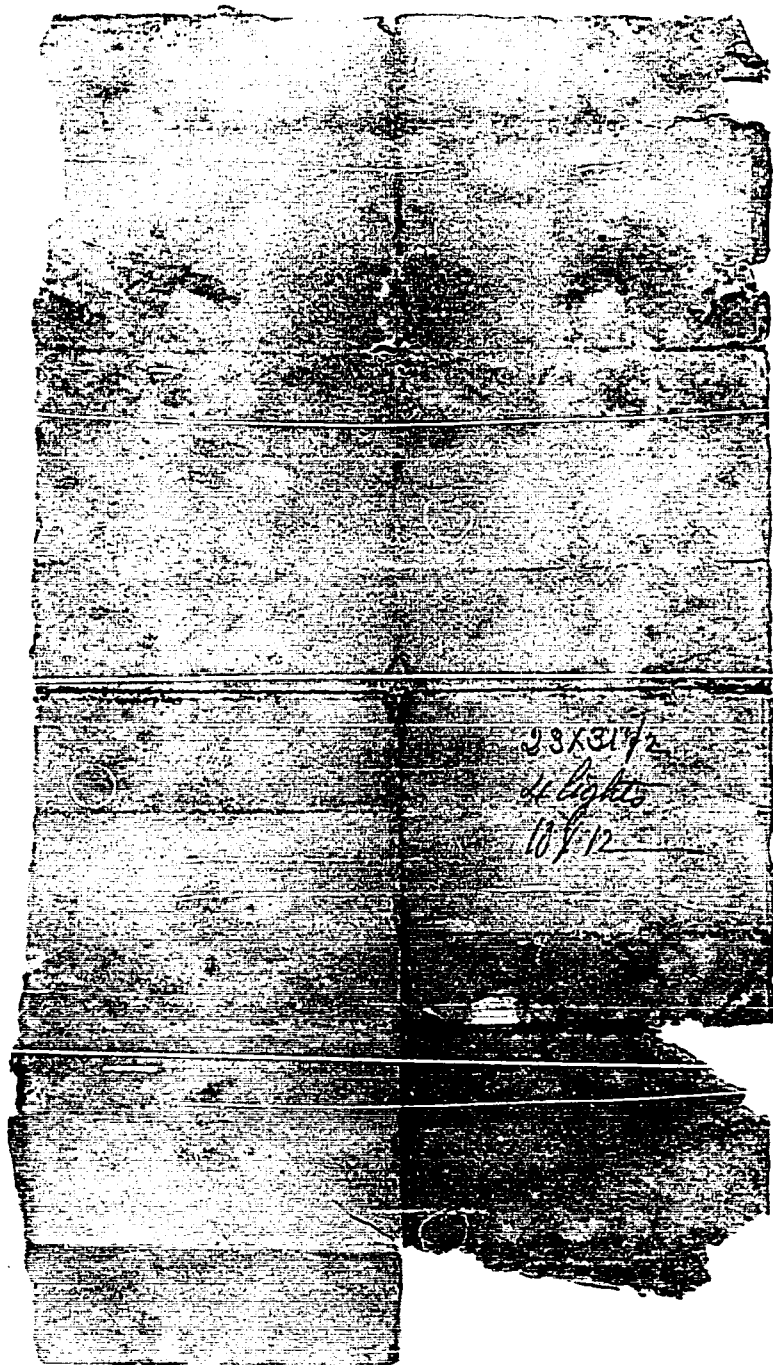
*This Ticket entitles the holder to One chance in the above Lottery  
to be drawn at the Empire on New Year's Eve, Jan. 1st, 1876.*

THE EMPIRE STORE, 171 N. 5TH ST. PHILADELPHIA, PA.

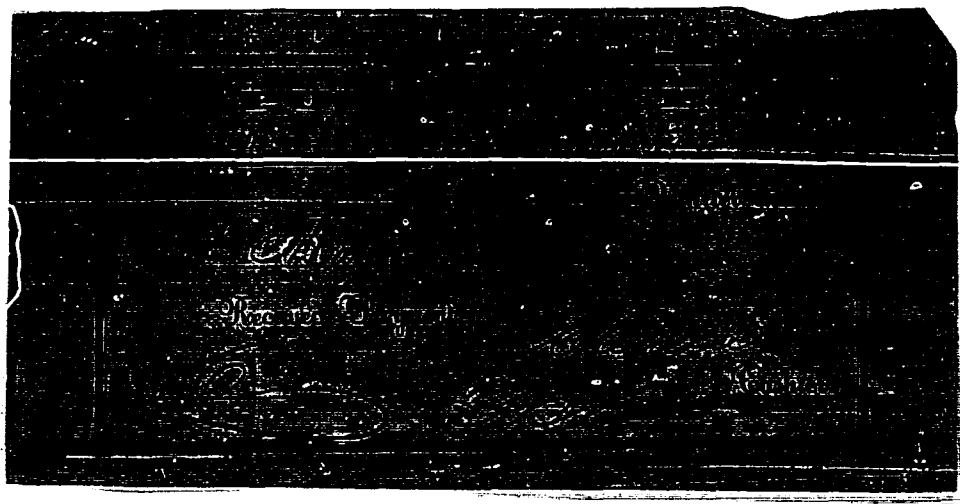
*The Lottery*







23 x 3 1/2  
46 lights  
10.8.12





Dear Thomas & Family.

Sir

Your favor of 14<sup>th</sup> was duly  
 read with a view on Dr. Duncan, Sherman & Co for three  
 Hundred and <sup>in dollars</sup> and which I gave to Messrs  
 Morgan & Anstee for the interest note, please also find  
 the note of joint to Weather and Ship. I have paid  
 Messrs H. H. H. & Co Two Hundred and ten Dollars less  
 the interest. <sup>and</sup> of their note having balance  
 due Two Hundred and twenty one <sup>and</sup> 9/100 Dollars on  
 the 23<sup>rd</sup> July <sup>1834</sup> which will finish the whole  
 your note if you get the papers from Campford  
 shortly and I will send them on. In case you  
 should conclude to pay the interest to Morgan  
 & Anstee you will perceive they received the  
 draft on the 9<sup>th</sup> July being nearly two months  
 before being due. I am pleased to hear of your  
 safe arrival and prospects of comfort and  
 business and hope you will be fortunate  
 enough to put aside something for old  
 age. please give my respects to your good  
 Lady and as I left them myself


Yours  
 Joseph Smith

Wash July 20/34.

# Cost of House at Pinem Point

Price Lumber & Masts for Contract		\$250.00
" " " " " " " "	Extra Masts	25.00
" " " " " " " "	12 lb nails	1.50
Josiah Peice	Lighting	
	6800 ft lumber 5500 Shingles	
	Sashes & Doors	140.00
Smiley Horn also for Hand saw		5.00
John H. Carter	Nails	12.85
	" " & Putty	2.87
George Robins	Putty 2750 ft lumber	16.50
9 clows	from "Moble"	18.00
6 "Pin clows	do	12.00
5.216 ft Lumber	do do do	156.00
Pine Mill Lumber		276.97
		\$116.89
Secret allowed by Capt. Hobbs 1500 ft		
Shipped to ship	1350	
	ft 2850 230	\$85.50
450 Shingles do do		1.00
		91.50
		\$725.19

San Francisco April 24. 1857





San Francisco, June 10th 1857

Dear Sir,

I have the honor to acknowledge the receipt of your letter of the 7th inst. in relation to the order for the purchase of the stock of the California and Nevada Gold Mining Company, and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,  
Your obedient servant,  
Wm. H. [Name]



Wm. G. ... 1837

You will please find Mr. S. ...  
... the ...  
... your ...

Wm. G. ...  
1837

San Francisco June 11 1887

For and in consideration of the sum of Two hundred  
dollars paid to me by Thomas Whaley the  
receipt whereof is hereby acknowledged I hereby  
assign to the said Thomas Whaley all my right  
title and interest to that certain house erected  
by me on Pineau Point known as lot no 86  
situate on the South East corner of ~~the~~  
Street.

Wm  
H. H. H.

House at New on Point  
bought of Mrs. Greene  
June 18. 1862.



San Francisco Aug 1st 1857

Mr James W. Haley

Benefit of Mrs. Warrick.

Fifteen Dollars & Cents involving interest & p. 10.

\$150.00

For my Cash in a/c.

125.00

N. Warrick 25.00

Provision paid.

M. Warrick

per State of California

Contract of Thomas Whaley by William Southworth as  
house & premises belonging to said Whaley on Union Point  
to hold said house & premises during the term  
of 12 months from this date for & at the rate of  
Five Dollars per month payable invariably monthly  
in advance. Saint Francisco September 22<sup>nd</sup> 1857

Wm Southworth

Received out on or about May 7<sup>th</sup>  
1857 the sum of \$100.00 for the  
rent of the house for 12 months as by reference to the receipt  
of the same. The receipt for the first month it will be seen that  
the rent was paid the 17<sup>th</sup> of Oct

Dec	
Jan	
Feb	
March	
April	
May	

San Francisco, September 24th 1851

Messrs Slaus & Morse

San Francisco

Some time since you had from me  
a bank statement at Reno's Point at which you were once  
the office of Messrs Sage & Smith, Merchant at near Mountgarden  
and settle the rent for the land or I shall not think you  
as good as your bond. You may possibly recollect the dis-  
pute concerning the payment of rent in advance but you gave me  
every assurance that it would be all right at the end of the month.  
If ever I thought I could trust you I thought I could trust you  
and I should be sorry to have you forfeit this opinion for the  
trifling sum of twenty dollars so gentlemen come up to the  
Secret at once. Sage & Smith will give you a receipt for  
the money. Give them your earliest attention and oblige

Yours truly

Wm. S. Slaus

Box 101 P.O.

1851  
The following is a list of the names of the persons who have been admitted to the office of Justice of the Peace for the year 1851. The names are given in the order in which they were admitted, and are taken from the original records of the office.

John A. Smith  
James B. Jones  
William C. Brown  
George D. White  
Richard E. Black  
Thomas F. Green  
Charles G. Gray  
Henry H. Hall  
John I. King  
Robert J. Lee  
Samuel K. Martin  
David L. Nelson  
Elihu M. Oliver  
Nathan P. Parker  
Abraham Q. Reed  
Jacob R. Stewart  
Moses S. Taylor  
Aaron T. Vance  
Isaac U. Ward  
Nehemiah V. Walker  
Jonathan W. Young  
Samuel X. Zane

James B. Jones  
William C. Brown  
George D. White  
Richard E. Black  
Thomas F. Green  
Charles G. Gray  
Henry H. Hall  
John I. King  
Robert J. Lee  
Samuel K. Martin  
David L. Nelson  
Elihu M. Oliver  
Nathan P. Parker  
Abraham Q. Reed  
Jacob R. Stewart  
Moses S. Taylor  
Aaron T. Vance  
Isaac U. Ward  
Nehemiah V. Walker  
Jonathan W. Young  
Samuel X. Zane





Instructions to Messrs Sage & Smith.

Relieve to Ed W Parsells his draft upon the payment of  
Thirty two dollars (This sum being the balance of my account  
against him,) or upon the payment of the face of the draft.

Should either Mr James or Mr Morse call upon you and pay  
Twenty dollars for Rent of House at Russian Point, One Month,  
give them a receipt in my name in full of all demands.

Forward all letters coming to Box 704 S.F. either to me or my  
Mr Lewis A Haukelin or my self, to San Diego under cover  
of the sailing of the regular San Diego Steamer.

I have made arrangement with the present occupant of the house  
at Russian Point to pay his rent to you. If you prefer  
that I should pay it to yourself, you may direct me to do so.  
Should not do so.

If you can get them attend to the above without  
trouble to yourselves you will much oblige  
Yours Very truly,

John W. Bailey  
San Francisco September 30. 1857

James G. Buckley

Instructions

To  
Messrs Sage & Smith.

Sept 29. 1857

San Francisco. 29<sup>th</sup> October 1857.

California.

Mr. Whaley  
Sir;

Mr. Sage has just now shown me a letter written by you to the former depts of your kind on Pinson point, and has accompanied it with a response which I think was much too polite for an answer to such an invective as proceeded from your depty. Rev.

I collected the months rent and added it on the account of money which I paid you by Postoffice and will account to you for the same when you will have paid me the difference between that payment and the week's board with the privilege of your Water Court for self & friend and \$25 furnished by you last June (you having accepted recently thereof your own way) and when you will have accounted to me for the date of the Big Contract all of which being subtracted from the amount you abstracted from and upon a pretended claim of one Chapman, which I did not own, will leave you considerably in my debt. All this however is unaccompanied with any common straight forwardness of conduct and equal honesty towards you. I have now friends both in San Francisco & San Jose with whom you have left such an impression as will insure that you will not be easily forgotten and with some will ever join in those wishes which you will sooner or later learn to appreciate.

Wm. A. Shinnick

OCT 29, 1851



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W. H. Lacey.  
San Diego.



for Ohio

San Francisco Oct 30 1857.

Mr. Whaley Esq:  
San Diego / D. Cal.

We rec<sup>d</sup> your favor 28<sup>th</sup> inst.  
I have called on Mr Deedman who says he  
rec<sup>d</sup> the money for rent & claims it. he says he  
will write you respecting it.

We send all the letters rec<sup>d</sup> for your address,  
by the last trip of the Ohio. we had nothing  
to send you - Mr Endicott & Mr Baker of same  
firm are both dead - they died very suddenly.

Respectly  
Yours  
C. J. Smith

DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT.

The State of California, }  
COUNTY OF SAN FRANCISCO, } SS.

THE PEOPLE OF THE STATE OF CALIFORNIA,

To ~~Lewis F. Stearns~~ *Thomas*  
*Whaley & Lewis A. Franklin* GREETING:

You are hereby summoned to appear and answer unto the complaint of *Henry Goble*  
*fringed on your undertaking dated Aug 7, 1850 filed in a court said Goble*  
*against said Whaley in the Superior Court of the City of San Francisco. In which*  
*judgment had been rendered in favor of the plaintiff and from which said judgment*  
*the said Whaley appealed to the Supreme Court of this State; and in which the*  
*judgment of the said Court below has been affirmed by said Supreme Court. The plaintiff*  
*and claim in the action the sum of \$500.00 for his damages and the costs of*  
*and interest*  
filed in this Court, within ~~ten~~ *four* days after the service of this Writ. *If judgment by default*  
*will be taken against you for \$1700.00, and interest.*

*A true copy*

Witness, the Hon. LEVI PARSONS, Judge of the Fourth  
Judicial District, this *31<sup>st</sup>* day of

Test, *John* A. D., 1851.

*M. C. Addison* CLERK.  
*W. A. Galbraith* DEPUTY CLERK.

Henry Gecke

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(copy)

Lewis Newman et al

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Henry Gerke

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

State of California  
The District Court of the  
4<sup>th</sup> Judicial District in  
and for the County of San  
Francisco -

Henry Gerke of the city  
of San Francisco in the County aforesaid  
complain 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 that he to-wit,  
on the 3<sup>rd</sup> 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  
& seventy five dollars for his debt or dam-  
ages, 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 prin-  
cipal 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 Burke, that if the aforesaid judgment so appealed from or any part thereof should be affirmed the ~~Thomas~~ 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 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 1851 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 judg-  
ment 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 un-  
dertaking 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 seventeen hundred and fifty  
dollars, the said defendant became lia-  
ble 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. Wherefore the plaintiff  
prays judgment against the said defen-  
dants for the sum of seventeen hundred  
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 Locke 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 F Newman as sureties all of the City of San Francisco do hereby undertake that if the aforesaid 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 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  
Wm P Thompson

Thomas Whaley  
Lewis F Newman  
Lewis A Franklin

J. John E. Addison, Clerk of said

do certify the above to be a true copy of  
the original now on file in my office  
October 31<sup>st</sup> 1857.

Attest.

W. C. Addison Clk

P. J. S. D. G. Subraith  
1857 Clk

Henry Gabe

Esq

Newman et al

\_\_\_\_\_

Magnum Bonorum  
H. H. H. H. H.



William W. H. H.  
City of New York

Sun Sep. November 23 1800.

Mr Robt of Exeter, &c.

Sir,

Your insolent piece of journalism is so much in keeping with your avowed principles of honesty & honesty that I can scarcely say I am surprised at the same. You if you have not and did, since your letter, have forfeited all right and title to the least concern and I shall speak plainly. In the first place your ungrateful treatment for my manifold kindnesses towards you, feeding clothing & lodging you when you were an outcast & starving, getting you a situation and affording you an opportunity of making an honest living, has been repaid by injury, indeed I cannot say, for ends of your debased character cannot have the merit of insulting a gentleman. To you a peer you must impute the rupture between Thomas and myself and that you influenced Mr Carey in his course of action these facts little doubt in my mind. With the aim to gain favour at the price of having an in his estimation you repeat our private conversations, - with the aim to gain a point to rebuke you one end you have intended me to act very differently from what he otherwise would. In the second place you put me on attempt to repudiate your debt, but have gone so far as to perjure from my debt

to which you had free access when I had yet confidence in you  
some of the evidences of your guilt and unchristian dealings, but  
flatter and yourself you can or shall escape the punishment  
of your iniquities proceeding in the express of your mal pro-  
fices. The money you fraudulently withheld from me and  
so basely lied concerning to Parker & Morse you shall yet  
pay. I therefore no longer claim to which communication  
with you draw through that fraudulent engine the law which shall  
make you tremble.

Yours  
~~Wm. W. Phelps~~