1889 BUSINESS

JANUARY - THRU - DECEMBER

State of California,
County of San Diego, } ss.

On this ..... day of ..... in the year one thousand eight hundred and eighty- ..... before me ..... a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared .....

known to me to be the persons whose name ..... subscribed to the within instrument, and ..... acknowledged to me that ..... executed the same.

In Witness Whereof, *I have hereunto set my hand and affixed my seal ..... at my office in ....., County of San Diego, State of California, the day and year in this certificate first above written.*

Recorder's Form
—of—

Grant Deed.

E. W. Morse et al.
—to—
Thos. Whaley.

Dated Nov. 9, 1889.

Received for record Nov. 11 1889, at 3 min. past 11 o'clock A.M., at request of T. J. W. Simpkins and Recorded in Book 55 of Deeds page 365 et seq. Nov 16 1889, at 11 o'clock and 5 min. A.M.

G. W. Naish
County Recorder.
By Jno. A. Arcard
Deputy.

STEPHENS & PACKARD,
Booksellers and Stationers,
San Diego, California

We, E.W. Morse and Mary E. Morse his wife, R.H. Dalton and C.A. Dalton his wife, all of the County of San Diego, State of California

For and in consideration of the sum of Ten Dollars

Do Hereby Grant to Thomas Whaley of the same place,

All That Real Property Situated in City of San Diego County of San Diego, State of California, bounded and described as follows:

The South half of lot 8 (D) of block Forty Four (44) in Mortons Addition according to the map thereof made by L.L. Lockling — Also, the East half of block Seventeen (17) in Bay View Homestead, according to the map thereof made by James Pascal Also, Lots Four (4), Five (5), Seven (7), Eight (8) and Nine (9) of block Forty One (41): all of blocks One Hundred and Twenty Seven (127) and Two hundred and Thirty Seven (237) Middletown, according to the map thereof made by John E. Jackson — Also lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) [redacted]

State of California,
County of San Diego } ss.

On this Ninth day of November, in the year one thousand eight hundred and eighty-nine before me, T. J. Wrampelmeier, a Notary Public in and for said ——— County, residing therein, duly commissioned and sworn, personally appeared R. H. Dalton known to me to be the person described in, whose name is subscribed to, and who executed the within instrument, and acknowledged to me that he executed the same.

Also, on this Ninth day of November A. D. 1889, before me, T. J. Wrampelmeier a Notary Public in and for said ——— County, residing therein, duly commissioned and sworn, personally appeared C. A. Dalton, wife of the said R. H. Dalton known to me to be the person described in, whose name is subscribed to, and who executed the within instrument, described therein as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the Instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in the said County of San Diego, the day and year in this Certificate first above written.

T. J. Wrampelmeier,
Notary Public.

We, E. W. Morse and Mary C. Morse his wife, R. M. Dalton and C. A. Dalton his wife, all of the County of San Diego, State of California

For and in consideration of the sum of Ten Dollars

Do Hereby Grant to Thomas Whaley of the same place,

All That Real Property Situated in City of San Diego County of San Diego, State of California, bounded and described as follows:- The South half of lot 8 (II) of block Forty Four (44) in Mortons Addition according to the map thereof made by L. L. Lockling — Also, the East half of block Seventeen (17) in Bay View Homestead, according to the map thereof made by James Pascal Also, Lots Four (4), Five (5), Seven (7), Eight (8) and Nine (9) of block Forty One (41): all of block One Hundred and Twenty Seven (127) and Two hundred and Thirty Seven (237) Middletown, according to the map thereof made by John E. Jackson — Also, lots Three (3), Four (4), Five (5), Thirteen (13), Fourteen (14), Thirty [illegible] (30) Thirty [illegible] (31) of block Sixty Seven (67) of E. W. Morse's Sub-

State of California,
County of San Diego } ss.

On this ninth day of November, in the year one thousand eight hundred and eighty-nine before me, T. J. Wrampelmeier a Notary Public in and for said ——— County, residing therein, duly commissioned and sworn, personally appeared E. W. Morse known to me to be the person described in, whose name is subscribed to, and who executed the within instrument, and acknowledged to me that he executed the same.

Also, on this ninth day of November A. D. 1889, before me, T. J. Wrampelmeier a Notary Public in and for said ——— County, residing therein, duly commissioned and sworn, personally appeared Mary C. Morse, wife of the said E. W. Morse known to me to be the person described in, whose name is subscribed to, and who executed the within instrument, described therein as a married woman: and upon an examination without the hearing of her husband, I made her acquainted with the contents of the Instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in the said County of San Diego, the day and year in this Certificate first above written.

T. J. Wrampelmeier
Notary Public.

We, E. W. Morse and Mary E. Morse his wife, R. M. Dalton and C. A. Dalton his wife, all of the County of San Diego, State of California

For and in consideration of the sum of Few Dollars

Do Hereby Grant to Thomas Whaley of the same place,

All That Real Property Situated in City of San Diego County of San Diego, State of California, bounded and described as follows:

The south half of lot D (D) of block Forty Four (44) in Mortons Addition according to the map thereof made by L. L. Lockling — Also, the East half of block Seventeen (17) in Bay View Homestead according to the map thereof made by James Ascal — Also, Lots Four (4), Five (5), Seven (7), Eight (8) and Nine (9) of block Forty One (41): all of block One Hundred and Twenty Seven (127) and Two hundred and Thirty Seven (237) Middletown according to the map thereof made by John E. Jackson — Also, lots Three (3), Four (4), Five (5), Thirteen (13), Fourteen (14), Thirty eight (38), Thirty Nine (39) of block Ninety Seven (97) of E. W. Morse's subdivision of Pueblo Lot Eleven hundred and fifty (1150) according to the map thereof made by C. J. Fox — Also, Tract Eighty Two (82) and lot Fifteen (15) of Block Eight (8) Lamlera Colony according to the map thereof made by W. M. Fitzhugh; said Lamlera Colony being in the County of San Diego and State of California

To Have and to Hold The above granted and described premises, unto the said Grantee his heirs and assigns forever.

Witness our hands and seals this Ninth day of November 1889

Signed and executed in the presence of

D. W. Stewart

C. J. Wrangelmier

E. W. Morse (SEAL)

Mary E. Morse (SEAL)

R. M. Dalton (SEAL)

C. A. Dalton (Seal)

Lots mkd ↓ on Top ~~[illegible]~~ returned for Newkirk to Sg Co for 1889. Still belonging to him, not sold or released

Lots mkd ┼ on top, returned for Newkirk to Sg Co for 1889 deeds given by Newkirk, Releases of Mtge made but not delivered to parties to whom he sold.

Lots mkd * on top deeds given by Newkirk, the parties giving to him, Trustee, notes & mtgs, we return property to Sg Co for Newkirk for 1889.

Lots with dots underneath Newkirk owned March 1st 1888 and we to pay Mtge Tax

Lots with — under dots not paid on, but should be paid, if delinquent, released with exception of 25 to 31-95, belonging to M. D. Frank.

C. B. Newkirk's Lots in the Morse Tract

Mortgaged to E. H. Morse, Trustee Feby 26/87.

Lots crossed were deeded back to Morse or released by him from Mtge

62 35-36

63 11-12-13-14-33-34-35-~~36~~-~~37~~-~~38~~-~~39~~ 36 to 39 Released to Hattie M. Williams Aug 17.88

64 1-2-3-4-5-6-~~7~~-~~8~~-9-10-11-12-13-14 7 & 8 Released to Irma Mason Nov 20/88 not given yet Nov 29/88.

65 3-4-5-6-7-~~8~~-~~9~~-~~10~~-~~11~~ Released Jany 1.88 to Irma A. Lillie.

66 1-2-3-4-5-6-~~9~~-~~10~~-~~11~~-~~12~~-~~13~~-~~14~~-~~15~~-~~16~~-~~43~~-~~44~~-45-46-47-48 M. Kew Released Oct 20 87

67 7-8-9-~~10~~-~~11~~-~~35~~-~~36~~-~~37~~-38-39 M. Kew Oct 20 87 35 to 37 Released Oct 28/87 ✓

Jany 26/87 Newkirk deeds to Morse and then he reconveys to Scott Smith 10.11-67. Jany 26/87

68 5-6-7-8-9-~~10~~-~~11~~-~~12~~-~~13~~ (deeded by M D Crosthwaite)

83 ... -15-16-17-18 Newkirk's ad: [illegible] not pd. for 85 & 86.

84 11-12-13-14-15-16-17-18

85 9-10-33-34-35-36-37-38

86 5-6

88 1-2-35-36-37-~~38~~-~~39~~-~~40~~-~~41~~

✓ 89 27-28-29-30-31-32-33

und 1/2 N 1/2 34-96 ┼

und 1/2 35-96 ┼

und 1/2 36-95 ┼

6.7.8.9. Jany 26/87. Newkirk deeds to Morse, who buys and retains loans for $200. Apr 24/87

Taxpd on N 1/2 34 ✓ 95 ~~5~~-~~6~~-~~8~~-~~9~~ 25 -26-27-28-~~29~~-30-~~31~~-32-33-~~34~~-~~35~~-~~36~~

✓ 96 ~~25~~-26-27-28-29-30-31-32-33-~~34~~-~~35~~-~~36~~ x Jany 26/87 25-96 Newkirk deeds to Morse and an agent to Baxter Chester July 6/87

Thos. [illegible] to pay tax 1889. June 1/88 und 1/2 26.33 & 1/2 of E 1/2 34-95 (32, 33 & W 1/2 34-95 unna E. Preston released by Morse June 2/88 to pay tax 1889

" 2/88 9.10-66. J. G. Barney to pay tax 1889.

Henry Dubacher to pay tax 1889. July 5/88 43-66) 44-66. J. G. Barney to pay tax 1889.

Aug 17/88 36.37.38.39-63. Hattie M. Williams to pay tax 1889

Aug 23/88 34.35.36-96. Hayes wife ✓

" 25/88 25 to 31-95 M. D. Frank. ✓ to pay tax 1889

" 25/88 38.39.40.41-88. Besac. ✓

Reed-Fish " 25/88 und 1/2 35.36 & E 1/2 34-95 Reed ✓

Crosthwaite " 25/88 10.11.12.13-68. Crosthwaite } Nov 29 Releases not yet given -

Irma Mason Nov 20/88. 7 & 8-64. Martha Wilson

official list tax C.B.H. for 1888

Lot. 35	#	Cen.	45.
36	#	"	15.
11	#	6	85.
12	#	"	85
13	#	"	85
14	#	"	85
33	#	"	90
34	#	"	90
35	#	"	90
36	#	"	90
37	#	"	95
38	#	"	95
39		"	95
10 14	#	Cent	1540
3 7	#	65	475
1 6	#	66	570
9 10	#	"	190
43 48	#	"	540
11.8.9.38.39	#	67	420
5.6.9	#	68	260
15 to 18	#	83	9.10 of art in office 740 induction to him
11 to 18	#	84	320
9.10, 33.34.35	#	85	400
36.37.38			
5.16	#	86	110
1.2, 35.36.37	#	88	775
27 to 33	#	89	250
26 " 33	#	96	560
			7315

Rec'd M.C.C.

Mtg 7.84.
119
6656
7.84
7.84
8548.96

8681

Hereto add Sup only E.132 F.132 2200
N.A.D. " " J 755 2000
" L 754 4000
Second Part 150
300

#1

El Cajon Hat losses.

	Pd by T. Whaley.	30
March 12/89.		$300
	Dist	39
Dec. 6/89.		46.46
		18.44
	812	46.
	625	
	193.	895.00

761
625
146.

Trank loss Horses &c	300.
Dist Mr. Kennedy	110
" Porter	118
" Safe	80
Lost by Flood	800
Moving in Plant	75

March 16 '89

Lots covered by Newkirk Mortgage returned to City Assessor 1889, standing in his name, by Moore, Trustee.

REAL ESTATE AND IMPROVEMENTS.

Situate in the City of San Diego, California.

DESCRIPTION. Fraction or Other Description.	Lot.	Block.	Pueblo Lot.	Number of Acres.	Value per acre.	Value of Land.	Value of Improvements.	Total Value of Land and Improvements.	Deductions for Mortgages, Principal due at Monday in March.	Total Assessed Value.
Moore Addition				$	$	$	$	$	$	$
35 ½	36	62								
11. 12. 13 ½	14	63								
33. 34 ½	35	63								
1. 2. 3. 4. 5. 6. 7. 8. 9. 10 ½	11	64		748-64 deeded by N. to Martha Wilson. (Not released)						
12. 13 ½	14	64								
3. 4. 5. 6 and	7	65		Feby 18/89 Paid on ofs to Moore. $2044.50 Rec'd						
1. 2. 3. 4. 5 and	6	66								
45. 46. 47 and	48	66								
7. 8 and	9	67								
38 and	39	67								
5. 6. 7. 8. and	9	68								
10. 11. 12. and	13	68		Deeded by N. to Cora Hawaite. (Not released)						
15. 16. 17. and	18	83		Feby 18/89. Signed note & mtge to Moore. Donation and						
11. 12. 13. 14. 15. 16. 17 ½	18	84		gift. Release from Newkirk Mtge.						
9 ½	10	85								
33. 34. 35. 36. 37. and	38	85								
5 ½	6	86								
1 ½	2	88								
35. 36 ½	37	88								
27. 28. 29. 30. 31. 32 ½	33	89								
26. 27. 28. 29. 30. 31. 32 ½	33	96								
34. 35. and	36	96		Sold to N. M. Hay & wife (Released from mtge. mistake)						
38. 39. 40 ½	41	88		" " Bernard " " " "						
Undiv. ½ of E ½ of	34	95		" " Susan B. Fish & now belongs to						
" " " 35 ½	36	95		Blb Reed but not released from Newkirk mtge						
				Reed sold to						

RECAPITULATION.

Real Estate other than City or Town Lots	$	No Purchased 141.
Improvements on same	$	Fully sold & paid for 38¾
City and Town Lots		" " 14¼ 53
Improvements on same	$	
Improvements on Real Estate assessed to others than owners of Real Estate	$	Remaining on hands 88
Total Value of Real Estate and Improvements	$	
Deduction on account of Mortgages, Trust Deeds, etc	$	Feby 14. 1889
Net Value		$
Personal Property, exclusive of Money	$	
Deduction on account of Mortgages, etc., by which debt is secured	$	
Net Value of Personal Property		$
Money		$
Mortgages, Trust Deeds, etc., on Real Estate or Personal Property		$
Total Assessed Value		$

Assessment List, City of San Diego, 1889.

All property must be assessed at its "full cash value." The terms "value" and "full cash value" mean the amount at which the property would be taken if taken in payment of a just debt due from a solvent debtor. If any person, after demand made by the Assessor, neglects or refuses to give, under oath, the statement herein provided for, or to comply with the other requirements of this title, the Assessor must make an estimate of the value of the property of such person: and the value so fixed by the Assessor must not be reduced by the Board of Equalization.

Statement of Property Belonging to, in the Possession, or under the Control of

.....

Subject to Taxation for State and County Purposes for 1889.

REQUIRED BY LAW.

	No.	Value.		No.	Value.
Gold Dust or Bullion on Hand or on Deposit—where and with whom?		$	Brought over		$
			Colts		
			Cows—Thoroughbred		
			Cows—Mixed Breed		
			Calves		
State, County, City, Municipal, or other taxable bonds, of any person, firm or corporation $			Stock Cattle		
			Beef Cattle		
Unsecured credits and solvent debts due from others, including deposits in any bank, or with any banking firm or association $			Goats—Cashmere		
			Goats—Common		
Unsecured debts due to bona fide residents of this State, deducted from above $			Sheep—Imported or fine		
			Sheep—Graded		
Balance assessable			Sheep—Common		
Shares of stock in corporations, associations, or joint stock companies (in detail)			Lambs		
			Poultry ..... Doz.		
			Jacks and Jennets		
			Mules		
Franchises (describe them in detail)			Hogs		
Watches			Beehives		
Jewelry or Plate			Empty Hives		
Furniture			Grain ..... Tons		
Fire-arms			Hay ..... Tons		
Musical Instruments			Wool ..... Pounds		
Sewing Machines			Honey ..... Pounds		
Libraries—Law, Medical, Miscellaneous			Coal ..... Tons		
Goods, Wares and Merchandise, and of what general kind			Wines ..... Gallons		
			Brandies and other Liquors ..... Gallons		
			Lumber		
			Wood		
Consigned Goods			Property held by you in trust..Separate List		
Fixtures of Saloons, Stores, Offices, and other business places			Separate property of your wife..Separate List		
			Property of minor children.....Separate List		
Farming Utensils			Steamers, vessels, water crafts		
Machinery			Other Personal Property not above described		
Wagons and other Vehicles					
Harness, Robes, Saddles, Blankets, etc.					
Horses—Thoroughbred					
Horses—American			Total Personal Property		
Horses—Half-breed			Money on hand or Special Deposit—where and with whom?		
Horses—Spanish					
Over		$	Total		$

CITY OF SAN DIEGO.

Statement of

Mauritz & Fitz

Reduced to City Assessor

Feby 14 FOR THE YEAR 1889

STATE OF CALIFORNIA, } ss
COUNTY OF SAN DIEGO,

I, ... do swear that I am a resident of the City of San Diego; that the foregoing list contains a full and correct statement of all the property subject to taxation for State and County purposes, for the year 1889, which I, or any firm of which I am a member, or any corporation, association or company of which I am President, Cashier, Secretary or Managing Agent, own, claim, possess or control, and which is not already assessed this year for City purposes, and that I have not, in any manner whatsoever transferred or disposed of any property, or placed any property out of said City of San Diego, or my possession, for the purpose of avoiding any assessment upon the same, or of making this statement; and that the debts therein stated as owing by me are owing to bona fide residents of this State, or to firms or corporations doing business in this State.

Subscribed and Sworn to before me this ..... day of ..... 1889.

..... Assessor.

CALIFORNIA PRINTING CO., 1138 D ST.

San Diego, Cal., May 25 1889

Mr Thomas Whaley

To J. R. DOIG, M. D., Dr.

RESIDENCE, N. E. COR. FRONT & FIR. OFFICE, ROOM 12, YOUNG'S BLOCK.

To Professional Services rendered Wife & Son

March	1	P.M. Lieutenant Gov	12 50
"	1	P.M. " Wife	12 50
			25 00
2005	24	visit at office	
"	1	" to Illinois	
	17	" with Dr Gauchman	
		" at night home	
		" at house	
	27	at office	
		Burned	
		Motion	

May 25 1889

San Diego, March 1889

Mrs. J. Whaley

Bought of WINTER & SCHUETZE

9	4	20
	13	75
10		50
12		85
		$2.30

35-36- · 62

11 to 14 · 63

33 to 35 · 63 36 to 39 Released Aug 17/85 to Hiram Wilson

1 to 14 · 64 7-8 Released to Hiram Wilson Aug 29/88 through

8 to 17 · 65 8 to 11 released

1 to 6 · 66

~~9 to 16~~ · 66 9 to 16 released from 8/88 to

45 to 48 · 66 11 to 16 released

7 to 19 · 66 43-Released

33 to 39 · 66 44

8 to 13 · 67 10.11. released

~~9 to 10~~ · 67 35 to 37 released

15-16-17-18 · 68 10 to 13 Released

11 to 18 · 68 Aug 25/85

9-10 · 83

33 to 38 · 84

5-6 · 85

1-2 · 85

35 to 41-37 · 86

27 to 33 · 88

~~[illegible]~~ · 88 38 to 41 Released Aug 25/85 to Charles

~~[illegible]~~ (see over) · 89 17.8.9 - released to William Aug 26/87

25.26 27 to 31 Released

32.33 / 17.18 released

1 2

96 35.36. 7.8.9.10.11.12.13.14 Released

25.26 27.28.29.30.31 released Aug 25/85

~~25 to 36~~ – 96

26 to 33

25 and 15 Nelson July 26/87. under management

15 Castor Blacks. July 6/87.

34, 35, 36 Nelson to Hayes 3 Nfd. Aug 28/87.

2
4
3
1
3
5
6
4
3
3
2
5

4
4
8
2
6
7
7
8

94

Bessac 630. due Jany 24/89 Int bmo 18% 31.50

Ponciyan 630.

Hauck 476 due Jany 6/89. Int bmo 22.80

476.

~~Cockburn~~

Hayes 38 Feby 22/89 38.

762

1962.30

Crosthwaite 631

31.

Reid 211.

876.

Mrs Wilson 873.

250.

3085.30

Statement of Releases granted and amounts to be Paid on Mortgages given therefor. Aug. 1888

		1/89
M. D. Hanes	Released Mar 1890	809 = Orders
S. L. Hay	Released Note Secured by Mortgage	9.26 = 7 Sets
H. B. Reed	Released Note Secured by Mortgage	6.72 = 3 "
		4.30 = 4
G. W. Crutchfield		3.1 = 4
J. C. B. Reed		211 - 1½
		3.510

Due for Expenses

on Hanes	—	.50
" Hay	—	2.50
		5.50
		9.50 Pd

San Diego July 12 1889

Mr Phelps

Boiler Contractor

Do

To Chas E May

1 Set Chain Harness 17.00

Recd Payment

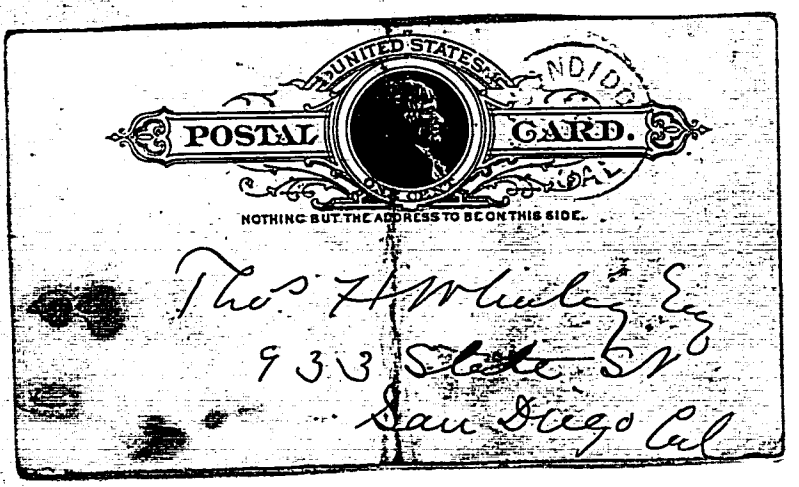
Chas E May

Fun Oaks
Apr. 20/55

Dear Sir

I send a duplicate of the cast & hope it will have better luck. Probably the boys drank it & broke the jug

M


UNITED STATES
POSTAL CARD.
NOTHING BUT THE ADDRESS TO BE ON THIS SIDE.
Thos. H. Whiting Esq
933 State St
San Diego Cal

F. S. CHADBOURNE,
SAN FRANCISCO.

JOHN C. FISHER,
SAN DIEGO.

San Diego, Cal., June 5th 1889

Mr J. H. Whaley

El Cajon, Cal.

BOUGHT OF CHADBOURNE FURNITURE CO.

D AND THIRD STREETS.

1	Antique Set		20	00	
1	" Rocker		2	25	
4	" Chairs	1.25	5	00	
1	36 Spring Mattress		7	00	
1	Pair select Feather pillows		6	00	
1	Lounge		16	00	
1	Comfort Rocker		4	00	
1	Antique Table		5	00	
2	" Chairs	1.75	3	50	
2	5 ft 1½ in. Mtg Poles, Wd Tr.		1	00	
2	Spain Cornices	1.00	2	00	
	Freight prepaid		2	20	$73.95

Notice is hereby given that the copartnership heretofore existing between Francis H. Whaley and R. Moran and under the firm name of Whaley and Moran is this day dissolved by mutual consent.

Witness our hands this 24th day of January, 1889.

W. N. D. 1889

REAL ESTATE AND IMPROVEMENTS.

Situate in the City of San Diego, California.

DESCRIPTION. Fraction or Other Description.	Lot.	Block.	Pueblo Lot.	Number of Acres.	Value per acre.	Value of Land.	Value of Improvements.	Total Value of Land and Improvements.	Deductions for Mortgages, Principal due 1st Monday in March.	Total Assessed Value.
~~Cor Tract San Diego~~				$	$	$	$	$	$	$
~~N.W. part~~		~~409~~								
~~S.W. "~~		~~409~~		See description 1887.						

List of Mtgs. W. N. D. 1889.

Given to	Given by	Amt.	Paid	Balance	Lots	Blks.	Date	Time	Due	
B. Howard	Edmund Jacobs Peter Lehmann	413.		413 & int	23.24.	86.	Nov 15/87	6 & 12 mo	May 15/88 Nov 15/88	8%
Pd ~~do [illegible]~~	~~[illegible] Hedes~~	~~2000~~	~~int 150 & 1000~~	~~37.36 932 & int~~	~~[illegible] 5000~~	~~97~~	~~Aug 29/87~~	~~1 & 2 yrs~~	~~Aug 29/89~~	
✓ do	Catherine Baum	1,852	int 40.	1000 & int	11 & 18.	97	Aug 4/87	1 & 2 yrs	Aug 4. 89.	
✓ do	Emma C. Waleman	366.65	int 14th	366.65 & int	38.39.	97	Oct 29/87	6 & 12 mo	Oct 29/88.	
✓ do	Bertha E. Schmucker and John Schmucker	800		800 & int	42-43-61 14-15-67		Oct 27/87	6 & 12 mo	Oct 27/88.	
✓ do	Minnie A. S. Foote	413		413 & int	27.22.	86.	Nov 9/87.	6 & 12 mo	Nov 9. 88.	
✓ do	Geo Shkof	267		267 & int	11.12.	83	Oct 20/87	6 & 12 mo	Oct 20/88.	
✓ do	T. J. Dake & Wife	810		810 & int	40 to 42.	65	Sept 29/87	6 & 12 mo	Sept 29/88.	
✓ do	Wm Bisted	206.	103.24	103 & int	26.27.	67.	Sept 24/87	6 & 12 mo	Sept 24/88.	
✓ do	Miss Annie Heilman	210.	int pd to May 29 88	210 & int	28.	87	Nov 26/87	18 mo	May 29/88	
✓ do	J. P. Le Fevre	1040.	"	1040 & int	1 to 5.	97	Nov 2/87	6 & 12 mo	Nov 2 [illegible]	
✓ E. W. Morse	Ida D. Jones	166	83. 13.55	83 & int	13.14	95	March 12/87	1 & 2 yrs	March 12/89.	
✓ do	A. D. Waite	167	83.50	83 & int	19.20.	95.	Feb 23/87	1 & 2 yrs	Feb 23/89	
Morse	A. W. Small	1000	696 600	400 & int	33 to 37	65 30 x 37 Released April 11/88	Mar 19/87	1 & 2 yrs	Mar 19/89	
do	Frank Mestayman	167	83.50	83 & int	15.16.	95.	Feby 23/87	1 & 2 yrs	Feb 23/89.	
				6,072.15						

Agreements.

Frisbie	J. C. Young	200 8%.		200 & int.	9.10	84	Sept 1/87	2 yrs	Sept 1/89	?
do	Theodore Hoffman	75 8%		75 & int	40	87	June 1/87	1 yr	June 1/88	?
Morse	Mrs Caroline Barth	280		280 & int	37 & 39	66	Apr 22/87	2 yrs	Apr 22/89	?
Howard	Geo H. Rohner	186.50 8%		186.50 & int	39.40	64	June 14/87	2 yrs	June 14/89	?
do	Belle Holland	307		307 & int	3.4	87	Dec 27/87	$30 per mo		?
Morse	H. Buckley	373		373 & int	38.39	55	Apr 23/87	2 yrs	Apr 23/89	
				1421.50 6072.15						

RECAPITULATION.

Total - $7493.65 and int

1336

Febry 23/89

Real Estate other than City or Town Lots	$		
Improvements on same	$		
City and Town Lots	$		
Improvements on same	$		
Improvements on Real Estate assessed to others than owners of Real Estate	$		
Total Value of Real Estate and Improvements	$		
Deduction on account of Mortgages, Trust Deeds, etc	$		
Net Value			$
Personal Property, exclusive of Money		$	
Deduction on account of Mortgages, etc., by which debt is secured		$	
Net Value of Personal Property			$
Money			$
Mortgages, Trust Deeds, etc., on Real Estate or Personal Property			$
Total Assessed Value			$

Assessment List, City of San Diego, 1889.

All property must be assessed at its "full cash value." The terms "value" and "full cash value" mean the amount at which the property would be taken if taken in payment of a just debt due from a solvent debtor. If any person, after demand made by the Assessor, neglects or refuses to give, under oath, the statement herein provided for, or to comply with the other requirements of this title, the Assessor must make an estimate of the value of the property of such person: and the value so fixed by the Assessor must not be reduced by the Board of Equalization.

Statement of Property Belonging to, in the Possession, or under the Control of

Morse Wheeler & Dalton

Subject to Taxation for State and County Purposes for 1889.

REQUIRED BY LAW.

	No.	Value.
Gold Dust or Bullion on Hand or on Deposit—where and with whom?		$
State, County, City, Municipal, or other taxable bonds, of any person, firm or corporation $		
Unsecured credits and solvent debts due from others, including deposits in any bank, or with any banking firm or association $		
Unsecured debts due to bona fide residents of this State, deducted from above $		
Balance assessable		
Shares of stock in corporations, associations, or joint stock companies (in detail)		
Franchises (describe them in detail)		
Watches		
Jewelry or Plate		
Furniture		
Fire-arms		
Musical Instruments		
Sewing Machines		
Libraries—Law, Medical, Miscellaneous		
Goods, Wares and Merchandise, and of what general kind		
Consigned Goods		
Fixtures of Saloons, Stores, Offices, and other business places		
Farming Utensils		
Machinery		
Wagons and other Vehicles		
Harness, Robes, Saddles, Blankets, etc.		
Horses—Thoroughbred		
Horses—American		
Horses—Half-breed		
Horses—Spanish		
Over		$

	No.	Value.
Brought over		$
Colts		
Cows—Thoroughbred		
Cows—Mixed Breed		
Calves		
Stock Cattle		
Beef Cattle		
Goats—Cashmere		
Goats—Common		
Sheep—Imported or fine		
Sheep—Graded		
Sheep—Common		
Lambs		
Poultry ... Doz.		
Jacks and Jennets		
Mules		
Hogs		
Beehives		
Empty Hives		
Grain ... Tons		
Hay ... Tons		
Wool ... Pounds		
Honey ... Pounds		
Coal ... Tons		
Wines ... Gallons		
Brandies and other Liquors ... Gallons		
Lumber		
Wool		
Property held by you in trust ... Separate List		
Separate property of your wife ... Separate List		
Property of minor children ... Separate List		
Steamers, vessels, water crafts		
Other Personal Property not above described		
Total Personal Property		
Money on hand or Special Deposit—where and with whom?		
Total		$

CITY OF SAN DIEGO.

Statement of

Morse Wheeler & Dalton

FOR THE YEAR 1889

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, } ss

I, ... do swear that I am a resident of the City of San Diego; that the foregoing list contains a full and correct statement of all the property subject to taxation for State and County purposes, for the year 1889, which I, or any firm of which I am a member, or any corporation, association or company of which I am President, Cashier, Secretary or Managing Agent, own, claim, possess or control, and which is not already assessed this year for City purposes, and that I have not in any manner whatsoever transferred or disposed of any property, or placed any property out of said City of San Diego, or my possession, for the purpose of avoiding any assessment upon the same, or of making this statement; and that the debts therein stated as owing by me are owing to bona fide residents of this State, or to firms or corporations doing business in this State.

Subscribed and Sworn to before me this ..... day of ..... 1889.

..... Assessor.

CALIFORNIA STATIONERY CO. SAN D. ST.

Property Lists of J. Whaley -
Old Town -

House & Lot - 2180 - Life 150. to 2177½ -
2 Lots back of Centre - (vacant) 150 ft Square. Mrs Wm S
1 " opp - Donna Phillips -
1 " - McCoy's - back of
Crosthwaite blk - near grave Yard -
Lot where Raphael lives -
" opp " " "
2 lots in Oceanside - Mrs Wm. S -

New Town -

House & Lot on State St - bet S. & E.
Lot on S St - Major Brown's. Sold - $30.000.
" Next 1st National Bank - 5th Street
" Candy Kitchen & Phil - bar saloon - 5th St -
2 lots on State st, bet E. & F, next Laundry -
Got note in Consolidated National Bank, for $5.000 int - 10 - ops per Annum, from McCoy, in payment of balance of 1/3 his share of the, S. & India st property.
$2.000 due on Blacker and Gardner blk from Wilmore, Commission on Sale, Whaley's int - 1/2.
$1250 Commission due from Mrs A. E. Palmer on Sale of Pueblo Lot - 205 -, Sold to J. P. Daly, Daly pays Whaley & Dalton $2.500 or gives them the option to go in on the purchase. Whaley & Dalton own 2 blks in Roseville purchased 3 months ago from Rose. Deed recorded.
Moses, Whaly & Dalton Own D. Phillips
[illegible] month

60. Shares in Old Town R. Road, &
30 shares in San Diego, Old Town,
& Pacific Beach R. Road - and upon
the payment of $600.00 will receive
30 shares more - making altogether
120 shares in the Consolidated Roads.
Free Rides -

Edit - Perpetual Free Rides

Form 118. Geo. T. Cram, *President* Chas. Christensen, *Secretary*

American Central Insurance Company St. Louis

SMITH, SNOW & MOODY,
GEN'L AGENTS,
317 California Street.
SAN FRANCISCO, CAL.

Old Town –

House & Lot (Homestead) $480 –

List of Property owned by Mrs. Theny & Walter

One Third 1/3 undivided interest –

North ½ of C, Blk. 44. Horton's –

Lot K $\frac{52}{752}$, N. S. Diego.

1/3 int – in 2 portions of Blk 40 G –

Old Town.

1/3 int – in Lots – 1 & 2, Blk 5-17 –

Old Town.

1/3 int – in Lots – 1 & 2, Blk 137 –

La Jolla – Pooler tracy –

1/3 int – in Lot C, $\frac{30}{783}$ – by Transfer

Co Deposit – N. S. D. –

1/3 int – in Lot H – Blk 43 – Horton's

with building now being erected on –

subject – to Mortgage – $10,000.

1885.

AMERICAN CENTRAL

INSURANCE COMPANY,

SAINT LOUIS.

Sixty-Fourth Financial Exhibit, January 1, 1885.

Cash Capital,	$600,000.00
Reserve for Re-Insurance,	329,824.98
Reserve for Unpaid Losses,	68,309.57
Commissions Due Agents,	9,533.13
Net Surplus,	170,605.38
	$1,178,273.06

SCHEDULE OF ASSETS:

BONDS	United States,	$133,000.00	
	Missouri State,	355,350.00	
	Railroad,	183,800.00	
	St. Louis Park,	18,000.00	$690,150.00
Stocks, St. Louis Bank and Gas,			170,340.00
Loans on Collateral,			155,000.00
Cash in Bank of Commerce, St. Louis,			66,336.16
Cash in Company's Office,			22,046.02
Gross amount in hands of Agents and in transit,			63,554.22
Accrued Interest,			10,846.66
			$1,178,273.06

OFFICERS:

GEO. T. CRAM, President.

S. M. DODD, Vice-President. CHAS. CHRISTENSEN, Secretary.

W. H. PULSIFER, Treasurer. CHAS. BRANCH, Ass't Sec'y.

DIRECTORS:

Geo. T. Cram.

S. M. Dodd,	W. H. Thompson,	W. H. Pulsifer,
Geo. A. Madill,	Geo. O. Carpenter,	John Wahl,
G. L. Joy,	Wm. M. Senter,	John Whittaker,
G. W. Chadbourne,	Peter Nicholson,	John L. Blair.

JAN
1889

Resources at this date.		Resources on and after January 1-89.	
El Cajon Hair plant	3000.00	Cajon Hair plant	3000.00
" " Building	400.00	" " Building	400.00
Furniture	200.00	Furniture	200.00
~~Chicago Holland Hair~~ lot	~~1000.00~~	Pasis lot, O. P.	1000.00
Pasis lot Old Farm	1000.00	Batey's lot N. Ark.	300.00
Batey's lots, Mrs. Allen	300.00		$4,900.00
	$4,900.00	Memandis note	6,400.00
Due me from all means		Subscriptions due Hair	900.00
Due from Mississippi for		Paid to increase value of mans	400.00
which I hold note		Paid to secure St. Clair	
Sale Decumide lots	300.00	Hotel property	10,000.00
" of telephone stock	300.00	Total assets.	$22,600.00
Sale 1/2 in office of Mrs.	1000.00		
Paying indorsed note, Feby 1-'89	3000.00	Notes, January 1-89	36,000.00
To be paid Memandis deposits	1600.00	Bills payable, not yet due 41,000 Interest to pay 1,900	43,600.00
I hold note for	$6400.00	Actual assets, Jan 1-'90	4,900.00
Due from Friend which		May be increased	17,300.00
is shown to —			
Debts paid on by him	300.00		
Note outright —	600.00		
Loss in closing paper carried by him	2000.00		
Level loss	$2,900.00		
Due from Justice - land —	17,300.00		
Subscriptions etc due Hair	900.00		
Paid to secure Sale possession			
of mans, etc.	400.00		
Transferred from assets			
as property due me - St. Clair			
Hotel Decumide	10,000.00		
	$37,900.00		
	4,900.00		
	41,800.00		

Real Estate —	$	Turned over to Pitts	$
Pueblo Lot 1/2 25-6, 80 acres		for purposes, real estate	
@ 100 per acre — —	8,000 00	valued at	19,700 00
P.C. - 222-223 - 2 8/12 acres		Lot mares & 2 acres	400 00
at @ 200 per acre	5,700 00	Total telephone stock	
In P.C. 1315 = 40 acres at @ 40	1,600 00	closing business to pay stable accts.	300 00
		Loss on lots	700 0
Lots 1411, 1416 Sq, Old Town	2,000 00	Closing Hat office	
		cotted by Trimble of	900 00
" 7 & 8, Blk 2 - Oceanside	1,000 00	loss earned, Pt.	2,000 00
Telephone stock, (Same		Total Oceanside lots	
		loss on lots	700 00
Sleigh & Oceanside line)	300 00	to pay debts	300 00
		1/2 interest.	
Mares, etc	400 00	Closing W. & M. loss	1000 00
Baby Mu 1/2 int in	1000 00	Loans from Pauls to	
El Cajon "Hat"	5000 00	pay endorsement on	
Hat building -	500 00	old stable note	3000 00
Furniture	200 00	Cancelled life insurance	16,000 00
Claim of H. Elwood Hotel			~~43,200 00~~
		Letter to be sold by me	300 00
& lot Oceanside,	12,000 00	on Hat and Probability of Zoning	
Life and other insurance	16,000 00	to pay @ 1600 drawn	
Cecil's lot, Old Town	1000 00	out by M.	1600 00
			44,100 00
Bates' lots - Ocean side	30000		~~44,100 00~~
In Pauls pay 1-87.	3000 00		
Loan from M. 1600	$58,300 00		
3,000			
1,000	44,800 00		8000
3,600			9700
	16,900 00		1600
			2000
			300
			17
3000,00		58,300	
4000,00		17,300 00	
2000.00		41	
10000.00			
13000.00			
14,900.00			
54,000	43,000	54000	
41,100	1,900	40000	
12,900	41,100	14000	
54,000			
19,000			

Resources on and after Jany 1st 89	$	Loss since Jany 1-89	$
Real Estate —			
Pueblo Lot — 1/2 25-6,			
80 acres at $100 per acre	8,000.00		
Pueblo Lots 22/23 28½ acres		Turned over to	
at $200 per acre	5,700.00	Jatter for lands	
In Pueblo Lot 1215 — 40		Kenny to you	17,300.00
acres at $40 per acre	1,600.00		
Lots 1 & 4, Blk 32, Old Town	2,000.00	Oceanside lots sold	
" 7 & 8, blk 2, Oceanside	1,000.00	for $500 to pay debt caused by Momand — loss on value	1,000.00
	17,300.00		
Telephone stock (Sons		Sold to pay debt caused by Momand	300.00
design and Oceanside line)	300.00		
Mares, buggy, etc	400.00	Loss of mares caused by Fire	400.00
Wales & Momand 1/2 int. in	1,000.00	Sold to pay debts caused by Momand, Lenzy	1000.00
El Capitan Hot	5,000.00	Loss in value closing Hot	2,000.00
Hot building	500.00	Loss in value on bldg	100.00
Furniture	200.00		
Claim on H. Cloud Hotel			
Oceanside (Twice on my lot)	10,000.00		
Life and other insurance	16,000.00	Cancelled on acct. loss	16,000.00
Jessie's lot Old Town	1,000.00		
Baby's lots, Mount Soledad	300.00		
In Bank Jany 1st 89	3,000.00	Turned in on Feby 1st 89 Note caused by Momand to pay indorsement over	3,000.00
	57,000.00	Loss caused by Momand defaulting	41,100.00
		Debts caused by Friend	1,600.00
Loss since Jany 1, 89	41,100.00	Must be paid by me	300.00
Resources	$14,900.00		
		Additional loss which I must pay — debts accrued by Fr	300.00
		Loss caused by Momand's defaults sometime to be paid by me. Amt settled by Porter	1,600.00
			43,000.00
		Paid by Friend 1/2	600.00
		Total loss	$43,600.00

San Diego, January 1st 1889.

Mr. Thos Whaley

To San Diego Daily Sun, Dr.

I. S. SMITH, Agent.

1 Month $ .65

Cash. - - -

Balance. -

To 1 month subscription to the DAILY SUN, from Dec 1 1888, to Jany 1. 1889

Received Payment.

Isaac S. Smith Agent.

SAN DIEGO, CAL., Jan 1 1889.

Mr Thos Whaley

To SAN DIEGO DAILY SUN, Dr.

J. R. WADE, Agent.

1 MONTHS $ .65

CASH. - - - -

BALANCE. - - -

To 1 month subscription to the DAILY SUN, from Dec 1 1889 to Jan 1 1890

Received payment.

J R Wade Agent.

San Diego, Jany 3rd 1889

Rec'd from Thos. Whaley

Six (6) dollars in

in full for Monthly + Wkly to

date —

G. F. Morrison

Sec Cd Ag.

Mr Thos Whaley
of

Dr. Moses for P. J. Neal
Cr. Thos. Whaley for G. W. Whaley

SAN DIEGO, CAL., July 10th 1889

To HENDERSON & McDONALD, Dr.

S. W. COR. FIFTH AND F STREETS.

For Professional Services Rendered in L. A. & P. & P. B. Ry Co. $

vs Aron Rosenfeld et al Return 25.00

Received of Thos. Whaley his half ($12.50)
of the above J. J. Henderson
San Diego July 9th 1889

Aug 27/87 I paid the 1/3 ($12.50) to Henderson for a/c of Moses and worth allowed claim to me in settlement of $100. received of him July 5/89. Thos Whaley

This Indenture, *Made the* 15th *day of* January *in the year of our Lord One Thousand Eight Hundred and Eighty-*nine **Between** Francis H. Whaley of the City of San Diego, County of San Diego, State of California, the party of the first part and Thomas Whaley of the same place

the party of the second part **Witnesseth,** *That the said party of the first part, for and in consideration of the sum of* Two *Dollars,* silver coin *of the United States of America to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quit-claim unto the said party of the second part, and to* his *heirs and assigns all those certain lots, pieces or parcels of land situate, lying and being in the* City of San Diego, *County of San Diego, State of California, bounded and particularly described as follows, to wit:* The South half of Pueblo Lot Two Hundred & Twelve (212) and Lots One (1), Two (2) Three (3) & Four (4) in Block Four Hundred & Two (402) according to the Official Map of the Pueblo Lands of San Diego made by Charles H. Poole, being the same lot which deeded to the party of

State of California,
County of San Diego, } ss.

On this 21st *day of* January *in the year one thousand eight hundred and eighty* Nine *before me,* **R. H. DALTON,** *a Notary Public in and for said San Diego County, residing therein, duly commissioned and sworn, personally appeared* Francis H Whaley

known to me to be the person described in whose name is *subscribed to and who executed the within instrument, and* he *acknowledged to me that* he *executed the same.*

In Witness Whereof, *I have hereunto set my hand and affixed my Official Seal, at my office in the said County of San Diego, the day and year in this Certificate first above written.*

R H Dalton
Notary Public.

ACKNOWLEDGMENT—General

This Indenture, *Made the* 18th *day of* January *in the year of our Lord One Thousand Eight Hundred and Eighty-*nine **Between** Francis H. Whaley of the City of San Diego, County of San Diego, State of California, the party of the first part and Thomas Whaley of the same place

the party of the second part **Witnesseth,** *That the said party of the first part, for and in consideration of the sum of* Two *Dollars,* silver coin *of the United States of America to* him *in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quit-claim unto the said party of the second part, and to* his *heirs and assigns all those certain lots, pieces or parcels of land situate, lying and being in the* City of San Diego, *County of San Diego, State of California, bounded and particularly described as follows, to wit:* The South half of Pueblo Lot Two Hundred & Twelve (212) and Lots One (1), Two (2) Three (3) & Four (4) in Block Four Hundred & Two (402) according to the Official Map of the Pueblo Lands of San Diego made by Charles H. Poole, being the same property deeded to the party of the first part by H. H. Conklin, June 25th, 1888 recorded in Book 130 of Deeds, page 308 of the Records of San Diego County

Together *with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, possessions and profits thereof.*

To Have and to Hold, *all and singular the said premises together with the appurtenances, unto the said party of the second part, and to* his *heirs and assigns forever*

In Witness Whereof, *the said party of the first part has hereunto set* his *hand and seal the day and year first above written.*

Signed, Sealed and Delivered in the Presence of

Francis H. Whaley. SEAL

SEAL

SEAL

State of California,
COUNTY OF SAN DIEGO. } ss.

On this ..... day of ..... A. D. Eighteen Hundred and Eighty-..... , before me ..... a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared .....

.....

.....

.....

.....

known to me to be the person whose name ..... subscribed to the within instrument, and ..... acknowledged to me that ..... executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Seal ..... at my office in ..... County of San Diego, State of California, the day and year in this Certificate first above written.

RECORDER'S FORM
OF
QUITCLAIM DEED.

Thomas H. Whaley
TO
Thomas Whaley

Dated January 1st 1889.

Received for Record January 2 188 9 at 3 min. past 2 o'clock P.M. at request of T. H. Whaley and recorded in Book No. 126 of Deeds, page 355 et seq January 25 188 9 at 4 o'clock and 30 min. P. M.

E. G. Wright
County Recorder.
By A. F. Worth
Deputy.

LEVI & WERTHEIMER,
BOOKSELLERS AND STATIONERS,
SAN DIEGO, CAL.

For and in consideration of the sum of Twenty-five Hundred dollars (the receipt of which is hereby acknowledged) I do hereby sell and convey to A. A. Bynon all my right, title and interest in and to the following described personal property. to-wit:

(1) One Cylender Printing press and Steam fixtures.
(1) One Upright-Boiler and Engine
(1) " Job Press.
(1) " Large Proof Press
(1) " Plow Paper Cutter
(2) Two Imposing Stones
(1) One Seventeen case Job Cabinet and Type.
(6) Six Double Stands
(50) Fifty ~~Six~~ Cases and Type
(1) One Hall Safe
(1) One Set Pridgeon Holes
(1) " Table
(1) " Stove
(2) Two Lamps,
(2) " Pair Newspaper Chases
(1) " Six Case Cabinet with Type.

One Mailing Machine with
six Galleys
About six Hundred pounds
Newspaper Type,
Three double Three single and
one quarto galleys
Six Composing Sticks
Two Saws.
Assortment of Leads, Rules
Dashes and Slugs
Comprised of and intend-
ing to convey title to all
the property known as the
Oceanside Star Plant as
now in use this date.

Also the good will. Subscription
list and debts due thereupon
Dated this 29th day of
March 1888. James H. Whaley.
Witness
J. V. Hicks

San Diego, Cal., Jan. 15th, 1889.

For value received I hereby bargain, sell, release, assign,
transfer and deliver, all my right, title, property, and interest,
in the above described property, to Francis H. Whaley of

A A Byrne

THIS INDENTURE , made and entered into this I5th day of Jan. I889, between A. A. BYNON, party of the first pa rt and Francis H. Whaley the party of the second part, both of San Diego County , California, WITNESSETH :

That the party of the first part, for and in consideration of, the sum of Two Thousand Dollars cash in hand paid, the receipt whereof, is hereby acknowledged, have this day bargained, sold and delivered unto Francis H. Whaley, the party of the second part all the following described personal property, to wit; One Cylinde printing Press, and Steam Fixtures. One Upright Boiler and Engine. One Job Press. One Large Proof Press. One Plow Paper Cutter. Two Imposing Stones. One Seventeen Case Job Cabinet and Type. Six Double Stands. Fifty Cases and Type. One "Hall" Safe. One Set Pigeon Holes. One Table. One Stove. Two Lamps. Two Pairs News paper Chases. Six Case Cabinet With Type. One Mailing Machine with Six Galleys. About Six Hundred Pounds News Paper Type. Three Double, Three Single, and One Quarto, Galleys. Six Composing Sticks. Two Saws. Assortment of Leads, Rules, Dash es and Slugs being and intended to cover , all the property now known as the " Oceanside Star" Newspaper plant located at Oceanside, San Diego County, California. All of the above described property as herein conveyed being the property described in a certain mortgage (Chattel Between A. A. Bynon , of the first part, and Francis H. Whaley, of the second part, and dated the 29th day of March, I888 and recorded in the Recorders office, on Aprail 9th, I888, in Vol. 2 of Chattel Mortgages, page 258 etseq., county records.

Also I, Imposing Stone. 3 Hundred pounds Bourg Type. I50 lbs. Brev. Type. I Little Giant Lead Cutter. 20 Cases . 4 Sticks. I00 lbs. Leads and Slugs. And all other printing Material belonging to A. A. Bynon, and not herein enumerated and now in the pos-

session of the said Francis H. Whaley, and in that building in the town of Oceanside, in the County of San Diego, State of California and known as the "Spencer Building".

In Witness Whereof I have Hereunto set My Hand and Seal the day and year first above written

A. A. Spencer (L. S.)

Witness;

A. E. Cochran

State of California---Controller's Office, Sacramento.

I Hereby Certify, That I have on this 2 day of January, 1889, received from Francis H Whaley a certificate of the Auditor of the County of San Diego, dated March 10, 1881, and containing said Auditor's estimate of the amount (and specifying the several amounts thereof) necessary to be paid to redeem that certain tract of land situate in said County of San Diego, and described as follows, to wit: Situated lying and being within the County of San Diego and State of California and described thus: Pueblo Land SW1/4 of lot 256 Containing 80 acres, Lot Number 233 Containing 20 acres. (more or less) of lot Number 232 - 18 1/2 acres. Also in Old San Diego all except 75+100 feet in North West Corner of lot 1. Block 509 and all except 25+100 feet in South East Corner of lot 4 Block 509 and Poll Tax.

Said land was sold to the State March 13, 1879, for delinquent taxes for the year 1878 and 18 , said certificate being made on the application of Francis H Whaley, the person desiring to redeem, and said certificate was properly indorsed, with the receipt of the Treasurer of said County of San Diego, for the amount, to wit: $ 18.42/100, specified in said certificate, in accordance with an Act entitled "An Act to amend an Act entitled 'An Act to establish a Political Code, approved March 12, 1872, by adding a new section thereto, to be known as Section Three Thousand Eight Hundred and Seventeen, relating to Redemption of lands sold to the State for Delinquent Taxes," approved March 2, 1883.

John P Dunn
Controller.

By Joe P Dunn
Deputy.

CONTROLLER'S RECEIPT

—OR—

CERTIFICATE OF REDEMPTION

—OF—

Land Sold to the State for Delinquent Taxes.

Francis H Wheeley

REDEMPTIONER.

Dated Recorded 188

Recorded at the request of

Thomas Tohacy

Jany 23 1889

at 15 minutes past 10 o'clock

~~A.M.~~ and recorded in Record 109 of

~~Mortgages~~, page 143 Records of the

County of San Diego

February 4. 1889 at 11 40 A.M.

E G Haight

Recorder.

By J L Dryden

Deputy Recorder.

$1.00

C. W½ 256 50 acres
" 232 8½ "
" 233 20 "
1 - 509 @ 75 x 100
4 - 60 @ 25 x 100
$18.42 needed to redeem property
2 - Jan. 1889

WHALEY & MOMAND,
SUCCESSORS TO.

WHALEY & DALTON,
SUCCESSORS TO
MORSE, WHALEY & DALTON,
Real Estate Dealers,
SAN DIEGO, CAL.

Jany 8/89

Dear Mr Fern

This will introduce to you my friend and partner Mr F H Whale who is negotiating to place the Newspaper plant in Your Valley although small in station you will find him a big man in this line

Yours Tly
D Momand

	Dead Lent Lent		Auctr	Poller	When Lent
40 acres Pay ground Est. Lemos. Mrs. Fitzhugh Trans. By letter, Dec. 31. '89. Mrs. Gridley, Notified Jan. 7. 89. T. D. Rodgers		Calvin		15	1st
	$4	Brock		4	1st
	✓ 15	Shaub	15		1st
	✓ 15	O'Brian	10		21st
	✓	B. Lee	10	35	24th
H. P. McKown	$10	Birdell		10	15th
Notified to deal no foreign [illegible] his on, Jan. 2-90. J. Vasquez		Brutsch	10		6th
		Hauser	3.50	15.50	1st Pd. 12/31-89 $19.50
	$10	Clark "	10		13th
		Fitzland	12		6th
P. C. Remondino.	$8	Eshe	6		4th
	$10	Shine	10		14th
	$15	Jones	5		1st
	18	Ind. woman	3		14th
		Shoudre	7		7th
Remondino & Dwelsnap.	12.50	Mitchell	7.50		21st
" & Shine		Morris & Co.	30	9.50	1st
By order of Hendricks, exp. 12/31-89 McKinnon, Est.		Rogers	15		1st
		Cogsway	15		1st Pd. 1/2-90 $15
	25	Lemond	10		1st
		Collins	10		1st
		Mayer	10	$60	Pd. 1/2-90 $10
By letter, Dec. 31-89. Bernard Pol. T. A. Binney		Borders	10.75		1st
		Dennis Hung	20	30.75	1st
		Fitz & Cook	18		1st
By letter, Dec. 31-89. C. C. Wetmore	10	McCaughey	10	28	1st
		C. V. & Z.	60		1st
			20	70	1st
				358.15	

F. H. WHALEY. R. MOMAND.

MORTGAGES BOUGHT AND SOLD
CAPITAL INVESTED
LOANS NEGOTIATED
PROPERTIES MANAGED
TAXES PAID
RENTS COLLECTED
TITLES EXAMINED

WHALEY & MOMAND

SUCCESSORS TO MORSE, WHALEY & DALTON

REAL DEALERS AND GENERAL AGENTS.

CONSTRUCTION OF BUILDINGS MANAGED
PROPERTIES SUBDIVIDED AND PUT ON THE MARKET
LANDS BOUGHT, SOLD AND EXCHANGED ON COMMISSION.
HEADQUARTERS FOR SAN DIEGO COUNTY RANCH LAND.

ROOMS 3-4-5
MORSE WHALEY & DALTON BLOCK

San Diego, Calif. 18

~~For new Practice Plate - 5th Avenue E, $100.00~~

" Lower " " " J & R. 10.00

" cottage, 6-room. I Ave. 16 x 17 ft 10.00

E. A. Phipps — 1/2 1/36 M. T. 5-room 10.00

C. H. Bridges. — 37, 38 / 143 Land & Town Co. 4. R. 5.00

Rudd Est. — K / 759, New San Diego, 2-R. 3.00

Birney — A / 52 " " "

T. J. DALEY,
SHIPPING & COMMISSION.
F STREET WHARF,
AND 202 TO 210 D STREET.

San Diego, Cal. _____ 189__

Amt to be paid in cash at starting—			
Plating plant	$159	50	$
1/4 cash on machine plant	26	14	
Rent 1st month	10	00	
[illegible]	10	00	
Incidentals	15	00	22[illegible]
Bal due on machine plant (payable monthly)	$78	40	
Amt to be paid in cash	220	64	
Total for all	$299	04	
Amt to be borrowed	250	00	$49 04
Bal debt			49 04
Receipts 1st year	$		$
365 days work at average of $5.00 per day.			1825 00
Disbursements 1st year			
Principal (paid up)	250	00	
Interest (paid up)	16	34	
Bal due on machine plant (paid up)	49	04	
Rent at $10 per month	120	00	
Incidentals at $5 per month	60	00	
Fitting up 1st month	15	00	$510 38
Net bal 1st year			$1314 62
Receipts per month, average	$152	08	
Expense " " "	42	54	
Net balance per mo.			$109 54

Compare thy [illegible]
and most [illegible]
to [illegible] fruits, thy
eyes, to rubies and
diamonds sparkling
[illegible] thy hair
to fines and [illegible]
[illegible] thy breasts as
[illegible] and [illegible]
[illegible] thy cheeks to
[illegible] as to [illegible]
thy lips as [illegible]
pearl, thy [illegible] in pyllars
[illegible] and [illegible]
thy nose as nature
thought it best [illegible]
[illegible] unto thy [illegible]
[illegible] and you
must [illegible] that [illegible]

San Diego, Cal. Jan 1 1889

Mr Wadley

To GEO. A. MERRITT, Dr.

SANITARY • PLUMBING • GAS • STEAM • AND • WATER • FITTING.

GAS FIXTURES A SPECIALTY.

Estimates Furnished for House Drains and Sewers. 534 ELEVENTH STREET.

Gon for Plumbing	92	06	
6 Sheets tin 20	1	20	
6 ft 14 in nails tin		60	
2½ days on roof 50	2	25	
			$6.05

FEB
1889

Received from Mr. J. Waley twenty dollars, for attending services as Physician on his son George to day.

San Diego Cal. 20th Feby 1889.

$20.00

J G Gannier de Leon M D.

JOSEPH H. SMITH. P. O. BOX 309. PETER C. PIRNIE.

San Diego, Cal., Feb 20th 1889

Mr Thos. W. Whaley

BOUGHT OF **SMITH & PIRNIE,**

MANUFACTURERS AND DEALERS IN

Marble, Granite and Monumental Work, Coping and Cemetery Fencing.

URNS, VASES AND MARBLE TILING.

We are Prepared to do General Jobbing. OFFICE & YARD, 821 D STREET, OPP. COURT HOUSE.

FRANDZEN, BUNGARDNER & CO., PRINTERS.

Payed One Hundred & Thirty $130
Part Payment on Marble Mon-
ume are balance of Forty Dollars $40

Smith & Pirnie

STABLE TELEPHONE 22.

San Diego, Cal. Feb 1st 1889

Mr Thos Mealy

To **DIAMOND CARRIAGE CO.**, Dr.

CLARK & COOLEY, Proprietors.

Seventh Street, Between F & G.

OFFICE, 1405 E STREET. TELEPHONE 242.

OPEN DAY AND NIGHT.

		To Board of one Horse for Month of January 1889		20 00
Jan	19	" 1 Horse Harness & Buggy 2 days		4 00
"	21	" 1 Saddle Horse		1 50
				$25 50
		Rec Twenty Dollars	Bal	20 —
		Diamond Carriage		$5 50

STABLE TELEPHONE 22.

San Diego, Cal. March 1st 1887

Mrs J. Mulay

To **DIAMOND CARRIAGE CO.,** Dr.

CLARK & COOLEY, Proprietors.

~~Seventh Street, Between H & J.~~

OFFICE, 1405 E STREET. TELEPHONE 242. OPEN DAY AND NIGHT.

Jan	7	To 1 Horse and Driver to Carriage 1/4 Day	1	50	4 50
Feb	7	" 1 " to Carriage 1/2 "	1	00	
"	8	" 1 " " " 1/2 "	1	00	4 00
21	21	" 1 " " " 1/2 "	1	00	
"	26	" 1 " and Buggy 1/2 " Demand.	2	00 ✓	24 00
		" Shoeing Horse	2	00 ✓	
	28	" Board 1/ one Horse for Feb 1887	20	00 ✓	
			$28	50	
		Paid on above	24	00	
		Bal to be paid Mrs W	4	50	

Chg Thos H 11.00
" Esq 13.00

Mar 26 89, $4.50
Paid in full
Diamond Carriage Co
per D.T.L

CENTRAL MARKET.

San Diego, Cal. Feb 1 1889

Mr. Whaley

BOUGHT OF

WINTER & SCHUETZE,

WHOLESALE AND RETAIL DEALERS IN

BEEF, PORK, MUTTON, VEAL, SAUSAGE, LARD, &c.

FIFTH STREET, BETWEEN D AND E. TELEPHONE 75.

Due 31 d/o		26 11	
Received	Payment		
Winter and Schuetze			

Excuse this Paper as I am out of Letter

Highlands Cottage,
Moss Addition
Salisbury, Feby 14th 1854

Thomas O'Kelly Esq.

Dear Mr O'Kelly let me write you a few lines on the Release of 2 Sets of my Mother which I have one line and for which the Payment is due and I am £250. Now this the Lawyer is the she is anxious to have her Release now ready and you are anxious to have Cash Payment made — let me inform you this day after you received £200 was Dr. by her mother which is all there is nothing to pay for Release of 2 sets — now then I thought it over and I considered our Models (if you are willing) would take this £200 now all we have for the Lawyer & let any other have the Release and let the £50 then on the general account of the Sets get out of Chancery which one can for all rights by finally Creditor my account as rate other by Cash £200 & so there is plenty of Sets out Out Release) I will find the Same to you as it is for you & make all be close out. Only as my Wife has Cash £100 the same they if before due it is finally getting money & helping against my matters & the £50 will come in & be Cash on our Settlement of the Set.

When you Cash the £50 of your claim on Cash before due & the £50 due to claim in general we take our Estate out fully of Hands of my Wife & you will be hard hearted if you don't get hold over her Release & credit my a/c Cash £200.

Now in our Models I know should Don't if you don't object I know Mr Easton would say Do it by all means. My may be being Come to tell more & to tell finally all together & you credit for £75 for a Lifetime & you release our Letter Debt my Wife or Some one for the nice Cash Debt.

P.S. Mr Easton

Feb. 4, 1889

H. S. McD.

and costs

If Sold subject

or Satisfied by

If Not any

Judgment

Dr. Dunn Co

San Diego, Cal., Feb. 9, 1889.

Mr. Thomas O. Haley,

TO GEORGE A. MERRITT, DR.

—DEALER IN—

Gas Fixtures and Plumbing Goods,

SANITARY PLUMBING, GAS, STEAM AND WATER FITTING.

ESTIMATES FURNISHED.

534 ELEVENTH STREET.

	To Plumbing House —	92	00		
	" 1 Foot Valve	1	75	93	75
	Recd. Payment in full to date.				
	Geo. A. Merritt. Per. D.				

Thos. Whaley
Merritt —
Pariet

M. A. Wertheimer. INTEREST AT ONE PER CENT. PER MONTH WILL BE CHARGED ON ALL BILLS OVERDUE. I. Levi.

Folio..... San Diego, Cal., JANUARY 1st. 8889 188

Miss L. C. Whaley

BOUGHT OF **Levi and Wertheimer,**

WHOLESALE AND RETAIL

Booksellers, Stationers and Paper Dealers,

PRINTERS AND BLANK BOOK MANUFACTURERS.

Fancy Goods and Notions, Engineers' and Draughtsmen's Supplies. School Supplies a Specialty.

Terms **NET CASH.** WALL PAPER AND DECORATIONS.

NO AGENT AUTHORIZED TO COLLECT FOR US WITHOUT OUR WRITTEN AUTHORITY.

Nov 21	1 Guitar		45
Dec 20	1 Perfume Basket		1 00
			1 45

LEVI & WERTHEIMER. SAN DIEGO, CAL.

San Diego, Cal., 2/25 1889

Mr Thos Whaley Dr.

To H. T. CHRISTIAN & CO., No. 768 Fifth Street.

Making Abstract of Title as follows:

1888 Feb	12	Hayes Ranch Paid H. T. Christian & Co per Jas P Burke	$75.00

San Diego, Cal., Feb 1 1889

Mr Thos Whaley

Bought of **SAM'L G. INGLE,**

IMPORTER AND DEALER IN—

Stoves, Ranges, Mantels, Grates, Tiles, Etc.

725 & 727 FIFTH STREET.

IMPORTING WAREHOUSE,
Columbia Street, bet. F and G Sts.

Dec	26	1 Coal Hod		1 50	
		1 Stove Light Stov	8 00		
		3 2/3 Jts Russia Pipe 60	2 20		
		1 Zinc Board	1 00		
		1 Damper	25		
		1 Collar	10		
		2 Elbows	1 20		
		Less 2 Jts Cow Pipe	12 75 / 50	12 25	
					13 75

Rec'd
Samuel G Ingle

San Diego, Feb 1 1889.

M. Thos Whaley

To San Diego Daily Sun, Dr.

I. S. SMITH, Agent.

1 Month $ 65	To 1 month subscription to the DAILY SUN.
1 Cash. " 65	from Jan 1 1889 to Feb 1 1889
1.30	Received Payment. Mch 1. 89
Balance. -	Isaac S. Smith Agent.

San Diego County, Cal. , Jan. 15th, 1889.

Received from Francis H. Whaley, the sum of $25.00, the same being one half purchase price of all that certain property describ ed in a certain bill of sale , bearing even date herewith , and more particularly described in a certain bill of sale, dated, Sept. 8th, 1888, between C. J. Hildredth and A.A. BYNON and descrb ed in the latter part of a bill of sale, bearing even date here with, between A. A. Bynon and the said Francis H. Whaley, and whereas the said last described property is under attachment, issued from the Justice Court of Oceanside, township, Oceanside, Cal. but the said suit is now undetermined and pending in the said court. It is herein, expressly, stipulated, and agreed, between the said parties , that if at the end of 15 days herefrom, the said att ach- ment should not be dismissed, and the said property delivered (and now in possession of the officers of the said court) free and unemcumbered, then the said A. A. Bynon agrees to return the said $2500, within thirty days thereafter; otherwise, and in event, of such a free and unencumbered delivery of said property to said Francis H. Whaley, he the said Francis H. Whaley , agrees to pay to the said A. A. Bynon the full sum of $25.00, the same being the balance of the agreed purchase price thereof.

It is further provided , herein, that upon the full perform- ance of the several covenants herein, that the several notes, the consideration of a certain mortgage, between the above named parties shall be surrendered by the said Whaley to the said Bynon.

Attest:
A. E. Cochran

A. A. Bynon S.S.
Francis H. Whaley S.S.

Received of Mr Francis H Haley
Twenty five Dollars being balance
of purchase price in full of within contract
Oceanside February 2/89
Francis H Haley
A. A. Byron
Witness

Riverside County, Cal., Jan. 16th, 1889.

Received from Francis H. Whaley, the sum of $25.00, the same being one half purchase price of all that certain property described in a certain bill of sale, bearing even date herewith, and more particularly described in a certain bill of sale, dated, Sept. 8th, 1888, between O. A. Hartwell and A. A. Byron, as the latter party, a bill of sale, bearing even date herewith, upon which the said Francis H. Whaley, and whereas the said last described property is under attachment, issued from the Justice Court of Oceanside, township, Oceanside, Cal. but the said suit is now undetermined and pending in the said court. It is herein, expressly stipulated and agreed between the said parties, that if at the end of 15 days hereform the said attachment should not be dismissed, and the said property delivered (free and unencumbered, then the said A. A. Byron agrees to return the said $25.00, within thirty days thereafter; otherwise, and in event of such a free and unencumbered delivery of said property to said Francis H. Whaley, he the said Francis H. Whaley, agrees to pay to the said A. A. Byron the full sum of $25.00, the same being the balance of the agreed purchase price thereof.

It is further provided, herein, that upon the full performance of the several covenants herein, that the several notes, the consideration of a certain mortgage, between the above named parties shall be surrendered by the said Whaley to the said Byron.

El Cajon, Feby, 19-89.

For and in consideration of Francis M. Whaley, of San Diego, Calif., finding himself by his agreement, to place in the El Cajon Valley, at El Cajon, ~~City~~, a weekly newspaper, no less than 7-columns in size, to be run by steam, (the plant for which is now in his possession, valued at $3500, and lately used in the publication of the "Oceanside Star," and which is fine and clear of all incumbrance) we ~~the undersigned~~ signed do set opposite our names the amount of coin we agree to subscribe for the erection of a suitable building for said plant, to cost no less than $500, and the number of copies of said paper we agree to subscribe to, said newspaper subscriptions to be paid quarterly in advance for one year, and on demand, after said building is ready for occupancy, the first quarter's subscription to said paper shall be paid to said Whaley at his option, in order to further the interests of establishing said paper as a paying funds. The coin subscribed for the erection of the building shall be paid on demand. The name of the paper shall be the "El Cajon Star," to be run in a business like manner and shall be devoted to the general interests of the entire El Cajon Valley and the County at large. Furthermore, the building to be erected

by said subscribers and the lot donated by the ~~Pacific Coast Land Bureau and Univ. Site~~ Adjustment Land Office, shall not revert to said Whaley until the paper shall have been run or published in the said valley for a period of one year. This agreement shall not go into force or effect until the amount necessary for the construction of the building shall have been obtained and a subscription of 300 subscribers entitled to. The subscription price of said paper shall be $2 per annum. All of which is hereby agreed to.

Francis H. Whaley

Subscribers—	Bldg. Fund.		No. Subscrs	amounts	

Highland Cottage
Mouse Adventure
San Diego July 6th 18

Thomas Whaley Esq
Dear Sir

Permit me to apologize for that I have been very sick and confined to the House for over a month past and am still very weak and unable to go anywhere from Home. has I not been so confined I have been in to see you some time ago. as I want to see you and have a short talk.

Now then I, write this to extend you an invitation to call and see me at our "New Cottage" on Home of "Our Domain" and assure you of a hearty welcome at our home. and to show and assure you of this fact, My Wife will be happy some day almost any day from 10 to 3 P.M. to call for you and with her conveyance bring you out here and again deliver you safely at your office.

My Son Edgar W— will have you this and

and after reading it will you be kind enough to name some hour and day this week or when it suits you to take a few minutes time to come out and see me & our home as I cannot come to see a stated

Respectfully Yours

E. B. Newkirk

REAL ESTATE AND IMPROVEMENTS.

Situate in the City of San Diego, California.

DESCRIPTION. Fraction or Other Description.	Lot.	Block.	Pueblo Lot.	Number of Acres.	Value per acre.	Value of Land.	Value of Improvements.	Total Value of Land and Improvements.	Deductions for Mortgages, Principal due on or before 1st Monday in March.	Total Assessed Value.
					$	$	$ Amt Sale	$	$	$
Hattie M. Williams	36.37.38.39	63			Aug 17. 88			Paid in full Released		
Mrs Wilson	7 & 8	64			Nov 20. 88		250	~~[illegible]~~ released		
Sonia A. Lillie	8.9.10.11	65			Jany 1, 88		2400	Paid in full Release		
J. G. Barney	9.10.44	66			June 2. 88			"	"	"
M Reid	11 to 16	66			Oct 20. 87			"	"	"
"	35.36.37	67			" "		3150	"	"	"
Crosthwaite	10 to 13	68			Aug 25. 88		2400	due 63	~~[illegible]~~ released	
H Dubacher	43	66			July 5. 88			Paid in full	released	
Dr Bessac	38 to 41	88			Aug 25. 88		2400	note & mtg	Released due 63 & int	
E W Morse	6 to 9	95			July 26. 87		200	Paid in full	Release	
to Morse & he to Scott Smith	10 & 11	67			June 30. 87			"	"	"
M L Faulk	25 to 31	95			Aug 25. 88		3600	note $1276 & int	Released	
Anna E Preston	32.33 & 1½ 34	95			June 2. 88		1300	Paid in full	Released	
Thos Rose	Und ½ E½ 34.35 & 36	95			June 1. 88		1300	"	"	Released
Fish or Read	" " " "	95			Aug 25. 88		due $211	& int	not	released
Mortgage to Castner Chertos	25	96			July 6. 87		166	Paid in full	Released	
Hayes & wife	34.35.36	96			Aug 23. 88		1725	Note & mtg	$762 & int	Release
								Recd by Newkirk		

Sold 53 Lots
Remaining 88
Purchased 141

Feby 14. 1889.

RECAPITULATION.

Real Estate other than City or Town Lots	$	
Improvements on same	$	
City and Town Lots	$	
Improvements on same	$	
Improvements on Real Estate assessed to others than owners of Real Estate	$	
Total Value of Real Estate and Improvements	$	
Deduction on account of Mortgages, Trust Deeds, etc	$	
Net Value		$
Personal Property, exclusive of Money	$	
Deduction on account of Mortgages, etc., by which debt is secured	$	
Net Value of Personal Property		$
Money		$
Mortgages, Trust Deeds, etc., on Real Estate or Personal Property		$
Total Assessed Value		$

Assessment List, City of San Diego, 1889.

All property must be assessed at its "full cash value." The terms "value" and "full cash value" mean the amount at which the property would be taken if taken in payment of a just debt due from a solvent debtor. If any person, after demand made by the Assessor, neglects or refuses to give, under oath, the statement herein provided for, or to comply with the other requirements of this title, the Assessor must make an estimate of the value of the property of such person: and the value so fixed by the Assessor must not be reduced by the Board of Equalization.

Statement of Property Belonging to, in the Possession, or under the Control of

_____

Subject to Taxation for State and County Purposes for 1889.

REQUIRED BY LAW.

	No.	Value.
Gold Dust or Bullion on Hand or on Deposit—where and with whom?		$
State, County, City, Municipal, or other taxable bonds, of any person, firm or corporation $		
Unsecured credits and solvent debts due from others, including deposits in any bank, or with any banking firm or association $		
Unsecured debts due to bona fide residents of this State, deducted from above $		
Balance assessable		
Shares of stock in corporations, associations, or joint stock companies (in detail)		
Franchises (describe them in detail)		
Watches		
Jewelry or Plate		
Furniture		
Fire-arms		
Musical Instruments		
Sewing Machines		
Libraries—Law, Medical, Miscellaneous		
Goods, Wares and Merchandise, and of what general kind		
Consigned Goods		
Fixtures of Saloons, Stores, Offices, and other business places		
Farming Utensils		
Machinery		
Wagons and other Vehicles		
Harness, Robes, Saddles, Blankets, etc.		
Horses—Thoroughbred		
Horses—American		
Horses—Half-breed		
Horses—Spanish		
Over		$

	No.	Value.
Brought over		$
Colts		
Cows—Thoroughbred		
Cows—Mixed Breed		
Calves		
Stock Cattle		
Beef Cattle		
Goats—Cashmere		
Goats—Common		
Sheep—Imported or fine		
Sheep—Graded		
Sheep—Common		
Lambs		
Poultry ... Doz.		
Jacks and Jennets		
Mules		
Hogs		
Beehives		
Empty Hives		
Grain ... Tons		
Hay ... Tons		
Wool ... Pounds		
Honey ... Pounds		
Coal ... Tons		
Wines ... Gallons		
Brandies and other Liquors ... Gallons		
Lumber		
Wood		
Property held by you in trust ... Separate List		
Separate property of your wife ... Separate List		
Property of minor children ... Separate List		
Steamers, vessels, water crafts		
Other Personal Property not above described		
Total Personal Property		
Money on hand or Special Deposit—where and with whom?		
Total		$

CITY OF SAN DIEGO.

Statement of Lots Arnold by Chunkerk

July 14 FOR THE YEAR 1889

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO. } ss

I, ... do swear that I am a resident of the City of San Diego; that the foregoing list contains a full and correct statement of all the property subject to taxation for State and County purposes, for the year 1889, which I, or any firm of which I am a member, or any corporation, association or company of which I am President, Cashier, Secretary or Managing Agent, own, claim, possess or control, and which is not already assessed this year for City purposes, and that I have not in any manner whatsoever transferred or disposed of any property, or placed any property out of said City of San Diego, or my possession, for the purpose of avoiding my assessment upon the same, or of making this statement; and that the debts therein stated as owing by me are owing to bona fide residents of this State, or to firms or corporations doing business in this State.

Subscribed and Sworn to before me this ..... day of ..... 1889.

..... Assessor.

CALIFORNIA PRINTING CO. 138 D ST.

MAR
1889

LAKE VIEW HOTEL.

D. M. BURSON, Proprietor.

Elsinore, Cal., March 15th 1889

Dear Whaley

I have just got your letter & find check for $500 for a/c M. W. & Co. Please hand over Stewart full statement of account so that he can look it over before my return.

I think I may be back to San Luis in the course of a week or so but it is so delightful to feel that I have "nothing to do" that I hate to disturb that feeling.

It is very quiet and restful here at Elsinore and a very pretty place.

Yours truly E. W. Moore

$ 300 — SAN DIEGO, CAL., March 13th 1889

I One year after date, without grace, for value received, promise to pay to the order of Frederick Schilhubing

the sum of Three Hundred — Dollars, with interest thereon from this date until payment, at the rate of One — per cent per month payable at maturity and if not so paid, then to become part of the principal of this Note, and to bear like rate of interest till paid. Both principal and interest to be paid in United States gold coin. And I further agree that in the event of suit being brought against me then there shall be added to any judgment against me rendered in said suit, as counsel fees, an additional sum of 10 — per centum in like gold coin, upon the amount of the principal and interest hereof accrued, at the time of the entry of such judgment; or, if paid before judgment and after action commenced, then on the amount at the date of payment.

Francis H. Whaley.

No.

DODGE & BURBECK, STATIONERS, SAN DIEGO.

Pay Thomas H Haley
or order without Recourse
Frederick Schulenburg

Office of

J. R. Doig, M. D.

Room 12, Jeffery's Block.

Corner Fifth and E Streets.

San Diego, Cal. March 1st 1889

Thos Haley, To Dr Doig & Wright Dr

To. 5 Visits in Town at Home		12.50
" 13. Office Treatments self & wife in December 2nd		26.00
" 1 " " wife - Dec 15th		2.00
" 9 " " self & Jan.		18.00
" 14 " " Geo Jr. Jan -		28.00
" 2 " " Wife Jan -		4.00
Feb 22 one month's Meat Geo		25.00
" 22 " " " self		25.00
" 24 " " " Wife		25.00
Jany 29. one visit self at Home		2.50
		$168.00
March 1st 1889 Dry Goods		[illegible]
" Cash		125.00
Doig & Wright		

ASSEMBLY CHAMBER,

Twenty-eighth Session.

Sacramento, March 26th, 1889. ,1889.

F. H. Whaley,

Attorney at law,

San Diego, Cal.,

My dear Sir:-

I have the pleasure to announce to you that after a conference with the Executive Secretary of the Governor, that your appointment as Notary Public is made and your commission issued. It will be forwarded in a few days.

I have been unremitting in my labor to secure this appointment and hope it will prove remunerative to you as well as a great convenience to the public.

I am dear sir

Yours sincerely

Nestor A. Young

P. S. I shall be in San Diego in a few days.

1.

Assembly Chamber,
CALIFORNIA.
TWENTY-EIGHTH SESSION.

1889

Appointment to
Notary Public

SACRAMENTO
MAR 20
S. P.

F. H. Whaley Esq
San Diego
California

Mr. Morrison

1427 a. st
Pets. 5 + 6.

Official

Tacoma April 16th 1889

Dear Sir

I write to ask you if you will kindly inform me as soon as possible if there are any steam motors or motor cars for sale in your City as I have been informed that one or two lines had "gone up" I am in want of a motor or two and three or four cars and if they can be bought at panic prices am prepared to talk business. give me please the gauge of road - length of cars and weight of Motor and length of stroke of piston also size of cylinders. If there be any difference I should let me know and will remit - would like the above information as soon as possible ~~I am~~ let me know prices and

Lemus. Should you not have the time to attend to this detail you let one of your sons do it for me I think I have written enough this time. Mrs Brown and the children will come out here in June I think remember me kindly to your wife and children and believe me

Yours truly

J Vincent Brown

Capt

Texas Hill N R

Mr. T. Whaley

FIFTH ST., BET. D & E STS.

Bought of Kuhn, Wurzburg & Co.,

MEN'S AND BOYS'

FINE WEARING APPAREL.

San Diego, Cal. March 4 1889

1 Suit		$30 00
1 pr Pants		8 00
4 buts		1 00
1 set		1 00
4 pr Sox	50	2 00
1 "	50	50
1 Hat		4 50
		47 00
1 Vest to order		3 00
		$50 00

Rec'd payment

San Diego, 188

Mr. W. Wheeler

Bought of SCHILLER & MURTHA,

—DEALERS IN—

Dry Goods, Clothing, Fancy Goods,

LADIES AND GENTS' FURNISHING GOODS,

658 FIFTH STREET.

No.	SOLD BY SCHILLER & MURTHA, PRINTING.		
1	Overcoat	12	00
1	Coat	5	00
1	Pr Gloves	1	50
1	Pr Shoes 5.50	3	00
1	Pr Pants	2	00
	Collar & Button		25
		22	75
	Paid		
	W.M.C.		

J. S. SCHILLER.
F. D. MURTHA.

SAN DIEGO, CAL. Mar. 1st 1889.

Mr. Thos. Whaley

188

Bought of **SCHILLER & MURTHA,**

IMPORTERS OF

DRY GOODS, CLOTHING, LADIES' AND GENTS' FURNISHING GOODS, HATS, ETC.

Accounts payable on the first of each month.

CORNER FIFTH AND H STREETS.

Sept.	5	Pr. order to Son, 3 Wh. Shirts	4 50	
		Buttons	50	
	8	For Geo., 1 Pr. Pants	5 00	
Oct.	1	2 Under Vests 2.00 1 Pr. Gloves 1.25	3 25	
	9	8 Yds. Jersey Flannel .55	4 40	
	24	2 Pcs. Braid .20/10 2 Twist .05	25	
		1 Canvas .15 2 Doz. Buttons 1.00/50 2 Spools .10	1 25	
Dec.	3	½ Doz. Hose 1.25/2.50 3 Wool Vests 3.75/1.25	8 00	
		3 Pr. Socks 1.00 1 Toboggan Cap 1.50	2 50	
		1 Jacket	7 50	
	10	1 Lace Collar	75	
	13	5 Skeins Yarn .25	1 25	
	20	2 Feather-bone .30/15 1 Pr. Shields .30	60	
		2 Skeins Yarn .50/25 1 Nubia 1.75	2 25	
		Extenders .15 5 Cambric .35/07	50	
		2 Shields .10/20 1 Canvas .20	60	
	24	2 Skeins Yarn 1 Parasol 3.50 2 Gloves 3.50/1.75	7 00	
		Cuff Buttons 1.50 5 Goods 3.00/60 2 Shields .10/20	4 90	
		5 Cambric .35/07 1 Canvas .20	55	
		1 Pr. Gloves	1 75	
	27	1 Hat, by Geo.	3 00	X
		Cash, loaned to Geo. some time ago.	5 00	X
	29	Silk Twist .20 Braid .10 Shields .25	55	
		2½ Ribbon .50/20 5 Braid .25/65 2 Buttons .30/15	4 05	
		Spools .25 2 Plush 2.00/1.00	2 25	
1889 Jan.	2	17 Yds. Cord .05	85	
		9 " " .05	45	
	8	3½ " Ribbon .25	88	
	28	1 Parasol	2 75	
Feb.	5	2 Pr. Pants 1.25	2 50	
	6	1 Parasol 2.50 3 Yds. Lace 5.55/1.85	8 05	
	26	10 Sheeting .28/2.80 8 Do. 1.60/20 Spool Cotton .25	4 65	92 28

J. S. SCHILLER.
F. D. MURTHA.

SAN DIEGO, CAL., Dec. 17 1889.

Mr. Thos. O. Whaley

Bought of **SCHILLER & MURTHA,**

IMPORTERS OF

Dry Goods, Clothing, Ladies' and Gents' Furnishing Goods, Hats, &c.

Accounts payable on the first of each month

TERMS

CORNER FIFTH AND H STREETS.

GOULD, HUTTON & CO. PRINTERS

Aug.	14	B. R.		177 36		
	26	2 Remnants Goods, by Daughter,		1 30		
Oct.	4	2 Pr. Gloves	1.25	2 50		
	25	8 Yds. Lace	.30	2 40		
		1 " "		10		
	29	1 Lace Scarf 9.00, 1 Pr. Gloves 1.25		10 25		
	31	6 Pr. Hose	.50	3 00		
		2½ Yds. Ribbon	.10	25		
Nov.	1	1 Pr. Pants 3.50, 1 Corset 2.00		5 50		
	9	3 Under Vests	1.50	4 50		
	12	½ Yd. Velvet	1.00	25		
	14	1 Blouse		2 25	209 66	
		Cr.				
Sept.	23	By Cash for Remnt Goods of Aug 26.			1 30	
					208 36	
Dec.	17	1 Under Shirt 1.50, 1 ~~Drawers~~ Undershirt 1.50		T.W.	3 00	
					211 36	
	19	2 Pr. Drawers T.W.	2.00		4 00	
	20	1 " Gloves			1 75	
	28	1 " " 1.75, 1 Shields .30			2 05	
		Remt. Silicia .30, 2 Yds. Do. .50/.25			80	
		1 Linen .20, Spools .20, 1 Braid			45	
					220 41	
		Cr.				
	30	By 1 Gloves Retd.			1 75	
					218 66	

Paid Jan. 4th by Note payable on demand.
Schiller & Murtha
by FB.

Note bearing Int. @ 1% per month.

Interest
on 36
7 30
$218.66

Jany 4/90.
Paid by Mtge,
on Demand,
$218.66 ahl d/o
per mo int.

Sundries
$22.75
Paid for
Jany 4/90

J. S. SCHILLER.
F. D. MURTHA.

SAN DIEGO, CAL. July 20th 1889.

Mr. Thos. Whaley

Bought of **SCHILLER & MURTHA,**

IMPORTERS OF

DRY GOODS, CLOTHING, LADIES' AND GENTS' FURNISHING GOODS, HATS, ETC.

Accounts payable on the first of each month.

CORNER FIFTH AND H STREETS.

1889				
		B. R.	92	28
Mar.	1	1 Pr. Pants for Geo. ✓	5	00
	29	1 " Kid Gloves ✓	1	75
Apr.	9	1 Holder 1.00/25 Remt. Alpaca 3.00 5 Goods 4.25/.85	8	25
	10	6 Yds. Braid 3.90/.65 5 Yds. Do. Returned 3.25/.65		65
	24	Remt. Ribbon		85
		8 Yds. Goods 6.80/.85 1 Corset 1.25	8	05
	29	1 Coat & Vest ✓	12	50
May	3	8 Silicia .80/10 1 Do. 1.00/25 2 Canvas .40/20	2	20
		1½ Silk 1.50/1.00 2 Ribbon .30/15 2 Buttons .90/.45	2	70
		2 Extenders .30/15 1 Braid .10 Thread .40		80
		Hooks & Eyes .10 4½ Wh. bones .45/10		55
	8	2 Collars		25
		Fo'd.	135	83

J. S. SCHILLER.
F. D. MURTHA.

SAN DIEGO, CAL. 188

M

Bought of **SCHILLER & MURTHA,**

IMPORTERS OF

DRY GOODS, CLOTHING, LADIES' AND GENTS' FURNISHING GOODS, HATS, ETC.

Accounts payable on the first of each month.

CORNER FIFTH AND H STREETS.

		Bro't. For'd.	135	83
May	10	3 Pr. Hose .35	1	05
	15	1 Corset	1	40
		6 Pr. Hose 1.20/20 5 Bobinett 1.00/20	2	20
	16	By Mrs. Sullivan, 3 Silk 3.00/1.00	3	00
		3 Crinoline .30/10 Twist .10 Sp. Silk .15		55
	17	1/4 Plush		30
	18	1 Sp. Silk .15 Button Molds .10		25
	20	1 Yd. Dress Goods		85
	21	1/2 " Plush .30/60 1/4 Silk .25/1.00		55
	22	1/2 " Dress Goods .85		43
	25	1 Pr. Kid Gloves	1	75
	29	4 Silicia .40/10 2 Satin 1.60/80 1 1/2 Buttons .60/40 by Mrs. Sullivan	2	60
		For'd.	150	76

J. S. SCHILLER.
F. D. MURTHA.

SAN DIEGO, CAL. 188

M

Bought of **SCHILLER & MURTHA,**

IMPORTERS OF

DRY GOODS, CLOTHING, LADIES' AND GENTS' FURNISHING GOODS, HATS, ETC.

Accounts payable on the first of each month.

CORNER FIFTH AND H STREETS.

		Brot. For'd.	150	96		
May	29	Per Mrs. Sullivan, Thread .20 Canvas .20		40		
		Braid		10		
June	1	1 Pr. Gloves 1.25 6 Hdkfs. 1.50/25	2	75		
	3	1 Satin .80 ½ Tweed .60/80 1 Sp. Silk .15 1 Ribbon .15	1	50		
	4	1 Parasol 2.50 1 Pr. Gloves 1.60/50	4	10		
		22 Yds. Satine .25	5	50		
		2 " Veiling .25		50		
July	3	Per Geo. 2 Collars .25 1 Tie .50		75		
	6	" " 1 Shirt 1.50 Suit Underwear 2.50	4	00		
	8	" Son 2 Pr. Pants 2.50/1.25 2 Vests 2.50/1.25	5	00	175	36
Aug.	14	1 Parasol			2	00
					177	36
		By Request.				

March 26 1889

Sold to Thos. Whaley

1	set Floral Pots	1	50	
1	Trowel		20	170

Paid

Fred H. Hamilton

P. O. BOX 903.

San Diego, Cal. March 27th 1889

Mr. Thomas Whaley

BOUGHT OF

BAY VIEW GROCERY,

ANDREW J. LYONS, Proprietor.

—DEALER IN—

Family Groceries, Hay, Barley and Country Produce, Cigars and Tobacco,

CORNER A AND COLUMBIA STREETS.

		Balance to date	$21 90		
		Apl 19/89 Check Paid		21 90	

25
66
25

40
70
38

25
63

35
63

40.75
34.30

9.45
47.85

56.80
22.30

34.50

S.C. Coal Co.,

~~Mr. Mayhew.~~ ~~Please~~ 5th ~~5th St.~~

Please send one ton this morning, Coal, the best kind, to burn in a stove for family use. Account bill March 1st at office of Thomas Thomas Hall.

Jany 30/87

933 State St,
bet D & E. Sts

B. D. CLUGSTON. H. CLUGSTON.

San Diego, Cal., Mch 1st 1889

Mr Thos Whaley

BOUGHT OF **San Diego Coal Company,**

DEALERS IN

COAL, COKE AND KINDLING.

OFFICE: 1417 H STREET. Telephone 76

YARDS ON BAY STREET, Bet. FOURTH & FIFTH STREETS. 853-5 TERMS CASH ON DELIVERY.

Jan	30	1000# Coal		6	25
		Paid S D Coal Co H.C.			

[illegible] 18[illegible]

[illegible]

Received of [illegible]

[illegible] Dollars $2.00

on account

Phil Brady

RENT MUST BE PAID IN ADVANCE

No.

San Diego, Cal. Mar 6 — 1889

Received from Mr W Kaby

Twenty Dollars ($20 00) Dollars

Rent of for two portraits

from to 189

C Ellen Foster

SUCCESSORS TO

WHALEY & DALTON.
SUCCESSORS TO
ORSE, WHALEY & DALTON,
Real Estate Dealers.
AN DIEGO, CA.

"Balance Sheet"

Morse Whaley & Dalton

March 15 1889

10.70
21.90
20
15
67.60

Balance Sheets
Morse Whaley & Dalton

Mch 15/89

17	Thos Whaley	1986 93	
21	C A Dalton	14440 7	
102	Eli Morse	3241 41	
45	Cmo acct	49 75	
69	Exformer acct	1710 11	
73	RE S½D-44 Harbor	*1655 89	
81	" N½C-44 "	274 17	
185	" S½C-44 "	16,696 52	
293	" H43 "	18754 19	
343	Bldg " "	56068 03	93449 10
82	RE K-754 NSA	346 52	
84	" Hotel Proph	138 20	
85	" Trust 82 Jt N/S Jo Mein	1044 27	
91	" 4-5-7-8-9 / 41 Mt	1084 40	
92	" Trust Jt C/S 83 NSA	834	
94	" Jt 1/2 92 14/286 277/29 Blk 287	174 66	
95	" Bldg 102 Jt 1-2-10-11-12 / 40	2142 99	
99	" " 127 Mt	634 37	
"	" E½ Bldg 17 Carruthers	2492 78	
157	" Jt 3710/4 Mt	5450 41	85926 9
170	" (Magruder Hrs) 17/701 C/170 I/781 II/786 N.S.A		92 77
248	Bills Rec M/a	6106 55	
286	M/a agent H Buckley	376 62	
287	" " A Gates	219	
"	" " T Norman	77 40	
"	" " G H Robins	188 42	
"	" " J C Young	203 60	
289	" " Bills Holland	209 60	
291	" E B Newkirk	4444 67	11706 16
258	Morse add'l		32222 18

Brought Forward

185	W/a Interest & Disc			395 06
176	Est W W Knapp		160	
173	Fruit Rose		06	
135	Bills Payable	Philip 30000. Rf Co 10000. W H Rd 8000. Bank 16000. Eum Tr 800.		60300
350	Stock a/c			2759 10
360	Profit & Loss			36460 82
	Cash		240 42	122229 93
				122229 10

— Recapitulation —

— "Assets" —

Stock a/c	*102041 69	
Bills Rec	11706 16	
Expenses a/c	1710 11	
E.C. Morse	3241 41	
Thos Whaley	1986 93	
R.H. Walton	1444 07	
Acct	1 56	
Cash	240 42	122180 15

— "Liabilities" —

Stock a/c	2759 10	
Profits	69121 05	
Bills Payable	60300	122180 15

Correct E.O.E
Whaley & Richmond
by R Richmond
In charge of Books
Morrison & Walton
San Diego Calif
Mch 16/89

No. 16

E.W. Morse	3241 41	
Thos Whaley	1986 92	
R.H. Walton	1444 07	
Accts	1 56	
Cash	240 42	177180 15

"Liabilities"

Stock a/c	27569 10	
Profits	69121 05	
Bills Payable	50300	177180 15

Correct E.O.E.
Whaley & Richmond
by R. Richmond
In charge of Books
Morsenburg & Walton
San Diego Calif
Mch 16/89

No. 16

"Assets"

R. Estate	$102041 69	
Cash	2580 62	
Bills Rec	11706 15	
	$116328 47	
Less Bills Pay	50300	
	$66028 47	
	22009.49	Net 1/3 E.W.M.
	22009.49	" " Thos W.
	22009.49	" " R.H.W.

CORRECTION

MOBILE Micrographics

THIS IS TO IDENTIFY THE FOLLOWING IMAGE OR IMAGES AS THOSE WHICH HAVE BEEN RESHOT TO PROVIDE THE BEST POSSIBLE REPRODUCTION OF YOUR ORIGINAL DOCUMENTS.

"Balance Sheet"

"

Morse Whalen & Co

McKisby

"

Disbursements made by Morse, Whaley and Dalton on acct of "Morse, Whaley & Dalton Bldg" Fifth Street

1887				
June 3	C Jones on agreement Driftwell	3	Oct 10 Stanford Survey	10 13
Oct 8	" J J Lynn a/c Excavating	300	Government 3 " 15 Cement agrmt	303
" 22	" Cemetery Co. a/c	785	" 15 Recd above	45 789 50
Nov 1	" Freeman for photos Bldg.	3	Nov 8 J.C. Sloan a/c	300 303
" 8	" Cleaning Tubes	35	" 14 J J Lynn a/c Excavating	600 635
" 14	" AZ Photos of Bldg	3	" 16 Hind & Hind Eng. Agm	15 18
" 22	" Water bill	15	" 26 J.C.S. bal 1st Payment	3380 3381 50
Dec 19	" Fitton & Iron	6581	Dec 24 " 2d Payment	6580 6581
1888				
Jany 5	" N & Troi & Iron	7060	Jany 5 Hinkley Grider	950 8010
" 5	" Carey "	7148	" 5 Recd agreement	2 73 98
" 20	" J.C.S. a/c 3d Payment	965	" 21 Fitton on Troi Brick	209 45 1164 45
" 21	" Pac Rol Mill & Iron	717 25	" 27 Gray " "	7 50 724 75
" 25	" Scratching Bricks	2	" 27 Stat Dec 15000	210 212
Feby 1	" Gray on Troi bricks	15 50	Feby 1 Hind & Hind	50 65 50
" 9	" N & Troi & Iron	37 80	" 9 Carey Iron work	33 60 71 40
" 18	" Stanford Survey	25	Mch 3 Fitton Gray Pratt & K	236 21 261 31
Mch 3	" Pratt & Kil Iron work	21 62	" 3 Piling Pratt & K	2 50 241 2
Feby 9	" J.C.S. bal 3d Payment	2725	" 3 J.C.S. a/c 4th Pay	600 3325
Mch 5	" Chicago Press Brick Co	38457	" 17 " " "	1000 38457
" 17	" Iron work	92 86	" 31 " " "	300 392 86
Apr 2	" J.C.S. bal 4th Payment	1780	Apr 6 Eiffel & Mg Engs	1 10 1781 10
" 6	" J J Lynn bal in full for Excavating			147 90
" 21	" Carey Iron work	97 56	Apr 21 To Troi & Sign	2 99 56
" 27	" Capron Excavating	50	" 28 J.C.S. a/c 5th P	1000 1050
May 1	" N & Troi Iron work	3 27	May 1 Mg Engs a/c	25 29 17
" 12	" Telegrams	1 40	" 12 J.C.S. a/c 5th P	1000 1001 40
" 19	" J.C.S. a/c 5th P	400	" 22 " "	600 1000
" 25	" Gray Terra Cotta	2 50	" 26 Dist Rd Bank	5 35 7 85
" 26	" J.C.S. bal 5th P	680	" 26 J.C.S. a/c 6th P	3438 4118
June 2	" " " 6th P	222	June 2 Carey Iron work	95 54

June 2	Amt Brot Forward					
5	C Tiles "H H M & Co" 18 13	June 7	"Granite Cap" 75		93 13	
9	" Bill to Phillips to 6/10/88 1300	" 9	J.C.S on st	275	575	
12	" Bal Granite Caps 255	" 16	" "	200	255	
16	" Bill Ins 70	" 16	" "	100	170	
18	" J.C.S Fit on Stairs 260	" 23	" "	261	521	
28	" Bill Ins 70	" 28	Iron Pillars	135	205	
"	" J.S. Kidd f. Elev Stairs 90 09	" 29	J.C.S ord	1000	1090 09	
30	" J.C.S on f. 350	July 2	" "	318	668	
July 3	" I.G.S Co Ins 70	" 3	" "	100	170	
5	" Carry Iron work 920	" 7	" "	700	1092 20	
9	" J. Bowman f. Bellows 195	" 12	" f. Stairs	1500 50	1695 50	
12	" " " 75	" 14	" on f.	750	825	
14	" " in full 280	" 14	" "	200	480	
"	" C.S. Thomas f. Stairs 95	" 16	Bill Ins	70	165	
16	" Telegram att Prismatic Lights				2	
21	" C.S. Thomas f. Stairs 60	" 21	J.C.S Ext work	Stone front 45	105	
"	" J.C.S on f. 120	" 21	bolts for Stairs	5 25	125 25	
25	" Bascom & Howe Stone work 25	" 26	Terra Cotta in place	1200	1225	
28	" Fire Creek Walton 63 65	" 28	Cutting Cut Stone	638	691 03	
"	" J.C.S on f. 15	" 28-2	Newell Posts	50	65	
"	" " 325	Aug 2	Thomas f. Stairs	10	335	
Aug 4	" Prismatic Lights 306 71	" 4	" "	70	376 71	
"	" Drapery 2	" 4	J.C.S on f.	125	127	
"	" J.C.S f. Ext work on Partition 20	" 7	" Cut Stone on	Stone front 3	23	
7	" J.S. Kidd f. Wiring Bldg 431 21	" 7	Fit on Stairs &c	60	431 21	
9	" C.W. Gibson Co Iron Fitch 911 21	" 9	Array on Brick	6	917 36	
10	" H Ponder 30	" 10	Ins	70	100	
"	" Eye bolt 7	" 11	J.C.S	151 50	152 25	
11	" Standing dirt 3	" 17	Bowman attending Bolsworth	6	9	

Aug 17	Auto Brot Forward		
"	c Thomas Calderwood 3345 Contract 40 — Aug 17 Thomas Calder on 1/12 Contract 22		62
18	c J.C.S for W.S. Sloan 24 —	" 18 J.C.S for C.J. Hamilton 9 —	33
19	c " " A.D. Wilg 800 —	" 20 " Sidewalk 150 — & Curb	950
23	" Dist Atty Phillips 650 —	" 25 "Ad" Sam 3 75	653 75
25	" J.C.S make 100 —	" 25 Band for Stairs 7 50 Alexander	107 20
"	" H.S. Sloan & W.P. Moore on stairs 45 —	work on Basement Stairs	45 —
"	" Thomas c/e 1/12 Contract on stairs 5 —	" 29 New "Ad" 1 —	6
Sept 1	" Hyfors 40	Gray lumber for sash & Doors 150	190.
"	" W.S. Sloan & W.P. Moore	Carpenter work	39 60.
"	" Iron railings for back door 6 50	Gray 20 —	6 75.
3	" Construct Tanks	Sept 3 Nolan 100 — 100 — for Closet	103 —
4	" Hardfinish Basement 65 —	" 5 Blanchfield 40 —	105 —
21	" J.H. Sanderbolt for Gas fitting 5 —	Aug 30 Dri 70 —	75 —
Aug 30	" Dri Plate Glass 26 92	" 31 Janitor Furniture 43 60	70 52
Sept 5	" Stepladder &c	Janitor, Sponge &c 4 25 — 7 90	12 15
"	" Hardware for J.C.S	Gilt Molding for Dist Co 16 45 — 13 72	30 17
6	" Gray Hatrack	Dist Atty Phillips for Dist Co 3 — 200 —	203 25
7	" Jas White 3 days labor on Gutter	No 5 for Bldg 6 — 2 50	8 50
"	" Gray lumber & rubbish &c	Power House 2 25 — 1 15 &c	3 40.
12	" Lay tiles	Gray 8 — 50 piling brick &c 1 25	9 65.
15	" Cementing door openings & cells	in Mar.	12
"	" Labor fix transoms &c	Dist Co Office	31 50.
18	" W.H. Mc Co tiles	S Bros Gray 18 32 — 17 30	35 62
"	" Hooks, screws, steel	Newt, Nutt for Gas fixt &c	9 75.
21	" Fitting Reg. board &c	Work on Safe beam 11 40 — 15 75	27 15
22	" Jas Merritt make	Hinges for Store Door 100 — 4 50	104 50.
"	" A.B.G. & F. Co	Connecting at basement & Store & Tenant	34 85.
24	" Iron tread for Safe beam		15 —
"	" Brass faucet & plate	Plastering stairs 6 20 — &c 4 50	10 80.

Sept 24 Auto Brought Forward

29 Paint & Gilding, Sing stuff, shoveling 34 62

" 4 Stamdowns, bulletins & Reg board, Sing stuff &c 65

" 5 Jas White for labor, hardware for transoms 8 70

Oct 1 Lang drw work for transoms & hoist gear 15 50

" 7 Shades for Bldg 22 50 Tumbler for " 22 13 44 63

" 8 Sing Board &c Reg. & Clock Sign "To Bldg" 2 80 4 — 2 75 4 — 13 55

4 Sig Trap & gutter, Water pipe, Wire screen 2 — 30 — 10 90 42 90

8 Cuspidors, Eye bolts, Fixt on Gas Fixt 2 — 2 — 2 95 6 90

20 Bellows for stairs, oil Sing, Electric Room 6 22 1 Gas Fixt for 13 70 63 90

29 Merritt bal & bill 22 80 " 29 Telegram 16 — 38 85

Nov 1 H & C Ins Record Mtgs Bg & Co Fixt & Mtr 4 40 3 25 12 46 20 11

8 Cont abstracts 13 75 Eye bolts &c J S Hall 10 — in full 10 — 113 75

13 Sig Regs 7 — Winchester Cons 100 — 107

14 F J Murphy Hand Iron works Drag 476 78 565 90 .45 1043 15

15 Bal in full Stairs Marble works 1000 — 630 72 1630 72

" Price & Morse clean S D Co works 521 50 .97 — 618 50

" Sit Metro & Gen Cmith & G M Just Room 565 — 5 25 10 90

" Making Cont 3rd floor Metro Wills Bro & Co 11 25 289 20 300 65

22 Radcliffe & Co Sanger Just B Phillips & Hosp 89 25 5 — 744 25

23 Cont B Phillips ap Stairs Drag ctg fixt 300 — 3 — Bg & Co 5 — 308

Nov 5 Merritt fix front door Dry J & S Hosp 16 25 400 416 25

7 J & S Hosp Radcliffe & Co F J Murphy 1947 16 2510 75 218 65 4676 55

" S D Hofgan S D Fler Just B 1500 Cleaner 280 05 1466 70 45 1792 20

10 Just B Phillips & Hosp Cit Bazaar abstract 300 — 17 50 7 50 325 30

17 Jas Platt & Co & Hosp Sit Metro 13 45 4 75 18 17

" 20 F J Fler & Hosp Plane Metro & Hosp 2 75 160 46 — 56 35

1889 5414977

Jan 31 Superintendent cert Fig & Just Bg & Co 5 — 320 — 325 25

Feb 7 Architect report 11th Lowry & Co & Fig 12th Cleveland 60 — 30 — 172 81 262 81

" 25 H Hence Ins for 28th Harriet Bros 100 — 20 — 120

" " Just B Phillips 650 — 1/6 300 — Just B Phillips on 10000 950

Mch 5 Gas Connection 3rd floor 75 — 1/6 Just B 15000 202 50 210

" 13 Brunner Gen Frees "Cert Cont" Notary 50 50

6664 33

Bridge int & ins Tower completion

Ledger Balances of Morse Whaley and Dalton

— Feb 9/87 —

x	15	Thos Whaley	3102 06	
x	20	O A Dalton	2800 74	
	23	Morse Morse and Whaley		2600
	24	Cash	6517 0	
	44	Commission acct		8590 12
	55	Notary a/c		4955
	65	Expense a/c	2056 61	
	72	Real Estate S/½-D-44		179
x	76	" " N½-C-44	1109 88	
	77	" " Frac-S/½-O-44	2763 35	
	78	" " K-795	1571 14	
	82	" " K-752	2363 24	
	84	" " Stock Property	1092 22	
	85	" " 10-a-Lot Lt. Thomas	2000 0	
	88	" " Magruder Mrs	532 55	
	89	" " C-783 M.S.A	1268 7	
	90	" " 3010-H-M.T.	672	
	91	" " 4,5,7,8-41 MT	1001 25	
	92	" " BLK 119 MT	750 50	
	93	" " Insurance Lot	1276 75	
	94	" " Lot 10-292 Lot 16-256 Lot 9-755 Blk-40	160 68	
	95	" " MT Blk-102 Lot 1,2,10,11,12	2006 00	
	"	" " S/½-Blk-31 MT	400 0	
	96	" " Lot-H-43	370 18	
	97	" " Blk 127 MT	576	
	"	" " E½ Blk 17 Curatius	1501 00	
	101	" " Lot A-B-155	1203 60	
	109	C P Morse		452 19
	110	B F Snyder	350	
	112	A B Arnick	350	
Paid	117	O S Wilbur		
	119	Mrs M A Gates		21 25
	126	Mrs Capt L Powell		57 00
	130	Est of C G Rudd		16 75
	136	Mrs E Corbett	735	
	140	W H B Schmid	11 72	

Forward

159	A Cleveland		[illegible]
160	J J Fox		75
161	Brown & Brown	20.00	
162	Mrs E A Pendleton	19	
163	Florentine Franklin	26.50	
164	J L Olmsted		57
165	Est of Wm Knapp	66	
166	E H Morris	39	
167	Sandberg & Co	125	
168	Cen Nat Bank	6[illegible]	

	Brought Forward		
144	Mrs Fanny Fuldersen	6 01	
147	L Cleveland		24 50
154	C J Fox		75
160	Brown & Brown	20 00	
161	Mrs E A Pendleton	19 [illegible]	
167	Hermann Franklin	26 50	
169	J H Olverson		57 [illegible]
176	Eck & Furnishings	6 66	
177	E N Morse	39 7	
178	Sunbeam Ak Co	1 25	
179	Con-Nat Bank	6 00	
190	A T Fragen	32 33	
194	Mrs Shepard		9 66
? 201	M A Lace		
Void 204	Frank Archer	27 10 ~~25 30~~	
✓ 207	B G Worcester		
208	Mrs Anderson		44 75
213	Louis Rose		530 81
215	J N Newman		5
"	Chas A Wetmore		15 62
219	Bills Pay — Mrs Robinson		40
232	Delaine (Architect)		5
233	Mrs H P Gridley		39 19
234	McKinnon Elk		10
239	Wm A Wilson		29 55
Fraud? 241	Mann Add	351 50 ~~341 50~~	
243	Ramon Vidal	1	
244	Mrs Martha Wilson	15 30	
Or Com 245	F J Hughes		5
Or Com 390 246	W H Davis		89 0
"	F E Davis	10 42	
247	J Mel Howard	6	
"	Inst Hammond	13	
248	F J Neal	12 84	
"	Mrs E R Kenney	72	
	Forward		

Brought Forward 8836

250 E M Moore 135

334 Moore v Whaley

? 350 Stock a/c 1049.82

360 P & L a/c

P. O. BOX 903.

San Diego, Cal. March 1st 1889

Mr. Thomas Whaley

BOUGHT OF

BAY VIEW GROCERY,

ANDREW J. LYONS, Proprietor.

—DEALER IN—

Family Groceries, Hay, Barley and Country Produce, Cigars and Tobacco,

CORNER A AND COLUMBIA STREETS.

GOULD & HUTTON, PRINTERS, 338-340 THIRD ST.

Feb	1	B. Balance as per bill rend	$77 35	
"	2	Butter 55 Eggs 55 Milk 40 Potatoes 25	1 55	
"	4	Roy. B. Powder 50 Eggs 50 Butter 55 Milk 40	1 85	
"		Tea 50 Baking 15 Tea 50 Apples 25	1 20	
"	6	Potatoes 25 Suet 20 Sugar 1 00 Butter 55	2 00	
"		Milk 40 Coffee 50 Eggs 25 Lard 45	1 60	
"	8	Sk. Flour	1 40	
"	9	Milk 40 Butter 55 Coffee 50 Eggs 70 Nutmeg 10	2 25	
"		Bat Lemon 25 Rolled Oats 25	50	
"	11	Butter 50 Milk 40 Eggs 70 Potatoes 25	1 85	
"	13	Butter 50 Roy. B. Powder 50 Milk 40 Eggs 70 Tea 1 00	3 10	
"		Coffee 50 Sugar 1 00 Syrup 25	1 75	
"	16	Eggs 35 Potatoes 25 Butter 50 Milk 40 Jelly 20	1 70	
"		Mackeral	25	
"	18	Eggs 35 Milk 40 Butter 50 Coffee 50 Lard 40	2 15	
"	19	Chocolate 35 Raisins 45 Nuts 50 Oranges 60	1 90	
"		Lemons	30	
"	20	Roy B Powder 50 Milk 40 Eggs 70 Rice 25	1 85	
"		Corn Meal 35 Potatoes 25 Egg Oil 135	1 95	
"		Brooms 55 Butter 50 Sugar 1 00	1 85	
"	23	Butter 50 Eggs 55 Sk. Flour 1 00 Milk 40	2 65	
"		Potatoes 25 Vinegar 10 Baking Oats 25 Oranges 40	1 15	
"	25	Coffee 50 Butter 50 Eggs 70 Milk 40	2 10	
"		Oranges 40 Jelly 20	60	
"	27	Coffee 50 Roy. B. Powder 50 Sugar 1 00 Butter 50	2 50	
"		Potatoes 25 Milk 40 Tea 1 00	1 65	$119 00
				14 35
		B J Cook		
		Bal Due		104 65

42 cans milk
37 doz Eggs
25 Rolls Butter
4 Sks Flour
$7.00 Sugar

Paid A J Lyons in full to date

Tai 6/18 Ranung

P. O. BOX 903.

San Diego, Cal. Feb 1st 1889

Mr. Thomas Whaley

BOUGHT OF

BAY VIEW GROCERY,

ANDREW J. LYONS, Proprietor.

—DEALER IN—

Family Groceries, Hay, Barley and Country Produce, Cigars and Tobacco,

CORNER A AND COLUMBIA STREETS.

GOULD & HUTTON, PRINTERS, 928-940 THIRD ST.

Jan	1	To Balance as per bill rend	$37 15
"	3	" Butter 50, Baking 15, 2 Doz Eggs 70, Milk 20	2 05
"	4	" Jelly 20, Milk 20, Flour 150, Soap 50, Butter 70	3 30
"	"	" Doz Eggs 35, Apples 25	60
"	7	" Butter 50, 2 Doz Eggs 70, Coffee 50, Oats 25, Milk 20	2 35
"	"	" Jelly	20
"	8	" Lobster 20, Mustard 25, 2 Doz Eggs 70	1 35
"	9	" Butter 70, Milk 20, Doz Eggs 35, Oil 25, Potatoes 25	1 75
"	11	" 2 Doz Eggs 70, Milk 20, Tea 50, Lard 70, Butter 70	3 00
"	"	" 5 gal Oil 1 25, Butter 70, Apples 25, Sugar 1 20	2 60
"	12	" Coffee	1 00
"	14	" Butter 65, 2 Doz Eggs 70, Starch 15, Perline 15, Pickles 25	1 90
"	"	" Bottle Lemon 25, Milk 20	45
"	16	" Yeast Cakes 10, Milk 20, Butter 65	1 15
"	17	" Bread	10
"	19	" Butter 65, Milk 20, RB Powder 50, Sugar 1 20	2 35
"	"	" Maccaroni 25, Tea 1 00, Flour 150	2 75
"	21	" 2 Doz Eggs 70, Potatoes 25, Milk 20, Butter 60	1 75
"	"	" Matches 10, Apples 25	35
"	23	" Milk 20, Eggs 70, Butter 60, Apples 25, Jelly 20	1 95
"	"	" Vinegar	10
"	26	" Butter 60, Oats 25, 2 Doz Eggs 70, Perline 15	1 70
"	"	" Apples 25, Milk 20, Potatoes 25	70
"	28	" Butter 55, 2 Doz Eggs 70, Sugar 1 25, Milk 20, Jelly 20	2 85
"	"	" Coffee 60, Oranges 50, Raisins 25, Oats 65	2 10
"	30	" Potatoes 25, Milk 20, Eggs 35, Apples 25	1 25
"	31	" Butter	55
			$77 35

Thomas O'Reilly
$77.00
$104.65

	[illegible]		345	70
328 Bowenne Co	7.70		7	70
" C C Ford	1		1	
29 Bond & Miller	5		5	
4 Robt Brick	2		1	
330 McGrimm	1		1	
4 Walter Smith	2		2	
331 E [illegible]	3		3	
4 Ben Chase	1		1	
332 [illegible]	[illegible]		[illegible]	
Entered out				
Total	56.75	591.65 215.60	275	70

Adv to 591.65

Orders 215.60

375.95 Balance

Spread credit = 215.60

Spread out " 185.40

= 30.20

Extra spread " 57.50

= 87.70

Extra Bottom spread " 76.25

= 163.95

215.60
69.75
75.00
361.35

217	El Cajon Ranch Co.	[illegible]	[illegible]	[illegible]	172	60	263	[illegible]
		1[illegible]	22	60	22	60		
218	Henry T. Hazlett Jr.		1		1			
"	Jno. T. Gordon		22	70	3		19	70
219	Cameron		6				6	
"	Mrs. G. B. Harris		20				20	
220	H. W. Hartfield		2		1		1	
220	C. L. Hawes		2		1		1	
221	J. E. Hulbert & Son		4		4			
"	Jno. Guild		16		5		11	
222	C. B. Richards		1	50	1	50		
"	M. P. McKee		8		4		4	
223	Klauber & Co.		5				5	
"	R. W. Pl. Bank		2	50			2	50
224	L. L. Lewis Bank		2	50			2	50
"	B. K. of Commerce		2	50			2	50
225	Martin & Hoing		1				1	
	Nelson Jones		2				2	
226	T. F. Quinn		2				2	
"	Pogue		4				4	
227	Young		4				4	
"	M. Ann Mc		4				4	
			561	00	215	60	345	70

	Mr Jol	12	Cook book	3	20	30	12	30
	J H Green	13		2				
	W H Summers	13		1	2	5 —		
	D S Shelton	13		1	1	5 —		
	J Manchester	13		1	2	5 —		
	A S Holt	13		1	2	5 —		
	Jno Tockstein	16		1	1	5 —		
	A S Holt	16		1	2	5 —		
	Chas Ebert	16		1	9	5 —		
	C McKrosa	16		1	1	5 —		
	E Merrill	16		1	6	—		
	N Overmeier	16		1	2	—		
	E Brayton	16		1	1	—		
	Chas Kenck	16		1	2	—		
	Thos Miller	17		1	2	—		
		17		6	6	50		
		17		1				
		18		1	1	50		
	Thos Miller	22		1	2	50		
	J B Mace	22		1	3	—		
					67	50		

Mill Tuesday — 4 per 6 / 10

		25		9		26	
192	Manuel Carrancho	278 10	50	133	75	140 10	50
193	Eli Gair	7	50			7	50
"	Henry T Lyon	3	75			3	75
194	Bruno Lustfordt	2				2	
195	B F Sargent	10		5		5	
196	Carlton Fulton	1		1			
197	L H Rank	11			1	11	
198	A J Elliott	3				3	
"	Bell & Overman	5	60			5	60
199	Geo A Nickerson	4	80	1		3	80
"	Strauss Bros	3	20	1	60	1	60
200	McKenzie & Bros	4		4			
201	El Dorado Co Courthouse	1	50			1	50
202	J F Kirkpatrick & Sons		90				90
"	Howard Grant	5		2	50	2	50
203	Lawrence & Co	1	50	1	50		
"	E H Bowles	3		3			
204	Lucy Coffman	1				1	
"	Frank Seeber	1				1	
205	J R Hack	3				3	
"	Oscar Avis	4	50			4	50
206	D G Gordon	2				2	
"	[illegible] McGrory	2	50	1		1	50
207	Geo F Mensch	10	50			10	50
208	A W Sellers	12		8		4	
209	J B [illegible]	3		3			
"	J Lucchesi	3		1		2	
210	Geo Campbell	10	30			10	30
"	Hollis Hume	3				3	
211	McKenzie & Co	12				12	
212	[illegible]	1		1	25		
		425.80		172.60		253.45	
		217				7	

1	[illegible]		50				
2	[illegible]		18				
3	[illegible]		[illegible]				
7	[illegible]		22	50			
14	[illegible]	Cr 132 50 Pd 76 95 Bal =	76	95	132	50	
21	[illegible]		25				
			195	45	195	45	
165	[illegible]		17				17
166	[illegible]		7	50			7 50
[illegible]	[illegible] Market		6	25			6 25
167	[illegible]		10				10
168	E E [illegible]	Market 30 [illegible] 60	75		60		15
171	[illegible]		9		7		2
[illegible]	[illegible]		6				6
172	[illegible]		22	50	7	50	15
[illegible]	[illegible]		[illegible]		5		10
176	[illegible]		10	50			[illegible]
177	[illegible] (Fall)		5		5		
[illegible]	[illegible]		30		30		
178	[illegible]		3				3
179	[illegible]		[illegible]				[illegible]
[illegible]	[illegible]		2		2		
180	[illegible]		[illegible]	75	[illegible]	75	[illegible]
[illegible]	[illegible]		[illegible]				[illegible]
181	[illegible]		[illegible]		[illegible]		
[illegible]	[illegible]		[illegible]				
[illegible]	[illegible]		13		[illegible]		[illegible]
185	[illegible]		[illegible]	50			[illegible]
[illegible]	[illegible]		[illegible]				[illegible]
187	[illegible]	Fall 7 22 [illegible] [illegible]	10		10		
190	[illegible]		7	50			7 50
191	[illegible]		[illegible]				[illegible]
	Fall 37 50 [illegible] 241 25		Total	278.75	1387	50	140.00

17	Thos Whaley	1966 93	X	
21	CA Dalton	1987 05	X	
	EW Morse			
45	Cons a/c	49 75	X	
67	Exp music a/c	99 401	X	
71	Real Estate Lots 13 & 18 Berg 97 M/a	1001 75	X	
69	" " Lots 38-39 Blk 65 M/a	376 32	X	
73	" " S½ 11/44	1559 73	X	
87	" " N½ 6/44			429 X
82	" " K/754	392 69	X	
84	" " Fetch Proff	138 30	X	
85	" " 10-acre plot La Mesa	1044 27	X	
91	" " 4 5 7 8 9 / 41 Int	1100 60	X	
92	" " Fornell C/783	90 59	X	
94	" " Estudillo Lot	184 43	X	
95	" " Blk 102 1 2 10 11 12 / 40	2182 49	X	
99	" " Blk 127	550 25	X	
	" " " Exp 17	2678 48	X	
155	" " Lots 38-39 Blk 97 M/a	393 15	X	
157	" " " 3 & 10 " 4	541 37	X	
170	" " Magruder Heirs		X	73 37
176	" " Est of Wm Kuchel	150	X	
213	Est L Rose	06	X	
235	Bills Pay		X	49800 00
237	J G Anderson Paving a/c	150	X	
242	Real Estate 5/1/44	1661 52	X	
252	EW Morse	1936 88	X	
258	M/a		32222 18	X
279	Bus Rec M/a	4739 50	X	
282	" "	3 4062 16	X	
285	M/a Int & Disc		X	411 03
				82510 87

			82510.07
	287	Agyre M/a Dodge Gen	319 ✗
	"	" " J Moorman	77.40 ✗
	"	" " G H Porter	188.42 ✗
	"	" " J C Young	203.57 ✗
	289	" " D Holland	307.50 ✗
Fix?	291	" " E B Merrill	4444.67 ✗
	295	Real Estate Hds	17541.64 ✗
	344	" " Bldg & Hds	58520.91 ✗
	350	Stock Mc	✗ 2759.10 ✓
	360	Profit & Loss	✗ 36460.82 ✓
	355	Cash	7.06 4.75 2.81
			121730.79
			121910.35 1192.20
			4.75 121922.99
			121910.10
			7.89 d.f

Banner Short

Mch 15/09

Morse Wheeler & Dalton

1	1	17	[illegible]	1986 93	✓
2	2	21	[illegible]	14440 7	✓
4	3	[illegible]	[illegible]	49 75	✓
1	4	67	Est " "	1710 11	✓
	5	73	al Estate S1/2 B/44 Horton	16558 9	5000
	6	"	" " N1/2 C/44 "	2741 7	5000
7	8	82	" " N/754 NSA	3465 2	✓
7	9	84	" " Fitch Property	1380 0	✓
7	10	85	" " Front 82, Lot 15 Blk 8 Fai Mus	1044 27	✓
7	11	91	" " Lots 4, 5, 7, 8 & 9 Blk 41 M.T.	1084 40	✓
7	12	92	" " Front Lot C/783 NSA	83 45	X
7	13	94	" " Lot 1 & 2 16/586 90 1/2 & 9 Front Blk 32 (M.T.) 237 (M.T.)	174 6.6	✓
7	14	95	" " Blk 102 Lots 1, 2, 10, 11 & 12 1/2	2442 99	✓
7	15	99	" " Blk 17 M.T.	539 61	✓
	16	7	" " Est Blk 17 Carrollton	2492 78	✓
7	17	157	" " Lots 3 & 10 Blk 4 M.T.	545 91	✓
7	18	170	" " Magnolia Heights Lots 1/751		
	19		C/770 I/781 II/786 NSA		9277 ✓
10	20	176	" " East Wm Humphrey	150	✓
6	21	185	" " S1/2 C/944 Horton	1669 65 2	8000
11	22	213	Ferris Rosa	06	✓
12	23	235	Bills Payable		✓ 50300
3	24	252	E W Morse	6241 41	✓
9	25	258	Morse add		✓ 3222 218
	26	~~278~~	~~Bier Pine Wofa~~	6106 15	✓
9	27	285	W/a Intl Stock		✓ 3960 03
8	28	286	" Agri H Buckley	3766 2	✓
8	29	287	" " Dodge Gas	219	✓
8	30	"	" " J Norman	7740	✓
8	31	"	" " Geo H Rothe	188 42	✓
8	32	"	" " J C Yancy	203 57	✓
				42606.94	83009.98

Brot Fwd

8	289 W/o Bills Holland	307 50 ✓		
8	291 E B Merkins	444467 ✓		
6	293 Real Est H/43	187541 9	✓30000.	
6	343 Bldg of H43	56068 33 ✓		
12	350 Stock o/c		✓2759 10	
	360 Profit & Loss		✓36460 82	
	Cash	24042		
		122372 10	122372 90	
			192 20	

— Preliminary —

"Assets"

Stock o/c	*102041 69	
Bills Rec	11706 16	
Expense	1710 11	
Economic	3241 41	
Thos Wbs	1986 93	
R H Dalton	1444 07	
Accts	1 56	
Cash	360 42	*122180 15

"Liabilities"

Stock o/c	2759 10	
Profits	69121 05	
Bills Payable	50300	*122180 15
	122372 35	
Dif	192 20	

"Assets"

R Estate	102041 69	
Cash	2580 62	
B Rec	11706 16	
	116328 47	
Bills Pay	50300	
	*66028 47	

Net 1/3 *22009 49 R H D
Net 1/3 *22009 49 Thos W
Net 1/3 *22009 49 Ecomic

Office of

WHALEY & MOMAND,

Land Agents,

ROOMS 3, 4, 5, MORSE-WHALEY-DALTON BLK.

P. O. BOX 196.

San Diego, Calif., 1/22 1889.

Thomas Whaley,

San Diego, Calif.

DEAR SIR:

It has been agreed by a number of property owners owning property within what is termed the military reservation at La Playa, that they will act unitedly and will remove, if possible, the cloud resting on their lands, caused by the Government laying claim thereto. This proceeding has been undertaken and counsel retained, believing that all interested would approve of the same, it having been agreed that one-third of the property affected should be given to defray expenses and pay counsel therefor, observing that you are an owner therein, you are requested, should you desire to unite and include in these proceedings your property, to sign and return the authority enclosed. Respectfully,

Whaley & Momand

I hereby authorize Messrs. Whaley & Momand to represent me, in common with other owners of property at La Playa, in removing the cloud existing against the property claimed by the United States, agreeing to give to the empowered an undivided one-third of my lands so affected, said property being described as follows:

Lots 2 & 3, Blk. 45; Lots 2 & 3, Blk. 71; S 1/2 of Lot 3, Blk. 90; - (claimed by R. Rust). Lot 4, Blk. 107;

and I hereby authorize said Whaley & Momand to so contract in my name, but to incur no personal liability.

_____ Owner.

_____ 188 9

_____ Owner.

Monthly Statement

Mar 11, 1884

Mr ~~Edw~~ Morse
Jno Healy

To McNealy & Tripp Dr.

Legal care of
Gray v. Wilder
in Superior
Supreme Court
K-796 x Lots A & B, cf (796)
" C " 763

$100.00

Rec'd payment
x D/756 Owned by Stewart
McNealy & Tripp
per McNealy.

4/86 Rec'd for E. H. Morse Esq.
being his share of the above
one hundred Dollars
Jno Healy

K-796

If not delivered within 10 days, to be returned to

HOUSE, WHALEY & DALTON,
REAL ESTATE & INSURANCE
SAN DIEGO

SAN DIEGO CALIFORNIA
MAR 17 1887

San Diego
~~Warner~~
Geo. W. Golden Esq
c/o ~~Y. Wright Esq~~
P.O.
Ramona
Indian
California

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Name Thos Whaley

Checks from April 25 - 89.

To Jan 31 1890 inclusive.

CONSOLIDATED NATIONAL BANK.

Preserve this envelope and statement.

REQUEST.

To save time and guard against error and fraud our Depositors are requested

To fill out their own deposit slips.

To deposit their Pass Books for monthly settlement.

To notify us of any errors as early as possible after their Pass Books are returned to them or statements of their account made to them, as it is necessary that we be IMMEDIATELY informed of all losses resulting from mistakes, FORGERIES, or other CAUSES, in order to protect our customers and our own interests. We cannot be held legally responsible for losses unless the parties sustaining them USE DUE DILIGENCE in protecting themselves.

As a further SAFEGUARD we would suggest that you

Draw all your checks from your own book.

Number your checks in regular succession.

Write plainly. Use good black ink and allow it to penetrate the fibre of the paper before blotting.

Begin the writing, also the figures, close to left hand margin and leave no BLANK SPACE FOR ADDITIONS OR [illegible]RATIONS.

[illegible] that figures correspond with the body of the check and that dollars are plainly separated from the cents, thus:

$100 $\frac{70}{100}$ or $100 $\frac{NO}{100}$

Keep your check book in your own possession.

San Diego, Cal., April 27th 1889. No. xxx

Consolidated National Bank,

S. W. CORNER FIFTH AND G STREETS.

Pay to A. A. Bldg or order, $20.

Twenty Dollars.

CONSOLIDATED NATIONAL BANK MAY 1 1889 SAN DIEGO EXCHANGE TELLER.

am. on account for Acct.

Fred Whaley.

San Diego, Cal., April 29 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Mr. E. Rowe or order $12.00

Twelve Dollars.

CONSOLIDATED NATIONAL BANK MAY 1 1889 SAN DIEGO PAYING TELLER.

acct to May 7/89

Fred Whaley.

No. San Diego, Cal., April 25th 1889

Consolidated National Bank,

Pay to Barnes & Gamber or order

Twelve no/100 Dollars,

$12.00 Duties to date

Fred Whaley.

Theo. Lindsberg
Sec'y L. D. Pa.

W. E. Rowe

Barnes & Gamber

San Diego, Cal., May 6 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs. Thos. Whaley or order $25.00

Twenty five 00/100 Dollars.

Thos Whaley.

PAID MAY 7 1889 San Diego

San Diego, Cal., May 6th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs Thomas Whaley or order $25.00

Twenty five only Dollars.

Thos Whaley.

San Diego, Cal., May 6 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

PAID MAY 7 1889 San Diego

Pay to S. D. & C. Water Co. or order $4.00

Four Dollars.

Thos Whaley.

San Diego, Cal., April 29 1889 No.

Consolidated National Bank.

S. W. CORNER FIFTH AND G STREETS.

Pay to Cal Nat'l Bank or order $8.00

Eight 00/100 Dollars

PAID APR 29 1889 Consolidated National Bank SAN DIEGO

Thos Whaley

Morse, Whaley & Dalton

Mrs Thos Whaley.

San Diego, Cal., May 7th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Sara A. Rowe order or bearer, $1000 00/100

One Thousand m/100 Dollars,

in full on note of 7/88. Thos Whaley.

San Diego, Cal., May 11 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Consolidated National Bank MAY 11 1889 PAID San Diego PAYING TELLER

Pay to Ines Thos Whaley order or bearer, $16 55/100

Sixteen 55/100 Dollars,

Thos Whaley.

San Diego, Cal., May 14th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Consolidated National Bank MAY 14 1889 PAID San Diego PAYING TELLER

Pay to J. A. McDowell order or bearer, $153 90

One Hundred Fifty Three 90/100 Dollars,

Credit in New York Draft Thos Whaley

San Diego, Cal., May 13th 1889 No. X X

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Consolidated National Bank MAY 13 1889 PAID San Diego PAYING TELLER

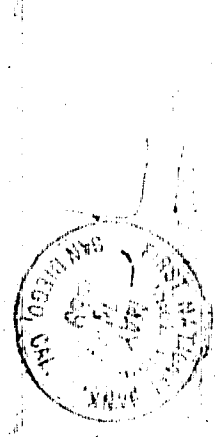
Pay to H. G. Stephens order or bearer, $10 00/100

Ten m/100 Dollars,

Loan. Thos Whaley.

Mrs Thos Whaley.

Dasia Pl Ave



SAN FRANCISCO

R. Williams
Vincent & Remy

BANK OF COMMERCE
PAID
MAY 13 1889
SAN DIEGO, CAL.

San Diego, Cal., May 14th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to T. Haley & Mornand order $10 00/100

Ten and 00/100 Dollars,

a/c Ballard

Fred Whaley

Consolidated Nat'l Bank MAY 17 1889 San Diego PAYING TELLER

San Diego, Cal., May 15th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs. T. Haley & Dalton order bearer, $ 6 25/100

Six 25/100 Dollars,

Fred Whaley

My a/c Liliana Cowles, c/o E. H. M.

San Diego, Cal., May 17th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs. Thomas Litster order bearer, $ 16 50/100

Sixteen 50/100 Dollars,

Fred Whaley.

Consolidated Nat'l Bank MAY 18 1889 San Diego PAYING TELLER

San Diego, Cal., May 17 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to T. Haley & Mornand order bearer $ 10 00

Ten and 00/100 Dollars,

Cash

Fred Whaley.

Consolidated Nat'l Bank MAY 22 1889 San Diego PAYING TELLER

~~[illegible]~~

~~[illegible]~~

~~[illegible]~~

Thos E Merrill

Morse, Whaley & Dutton

Mrs Thos Haley

Thos E Merrill

B D Bugeton & Co

Thos E Merrill

San Diego, Cal., May 14 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to John Guity Per Charles J. Pearson $ 5 00/100

Five no/100 Dollars,

Thos Whaley

San Diego, Cal., May 14 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Morte. Whaley & Dalton or bearer, $ 20 00/100

Twenty no/100 Dollars,

Cash Thos Whaley.

San Diego, Cal., May 20th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Consolidated Nat'l Bank MAY 20 1889 San Diego PAYING TELLER.

Pay to Thos. Whaley or order or bearer, $ 35 00/100

Thirty no/100 Dollars,

Thos Whaley.

San Diego, Cal., May 21st 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Consolidated Nat'l Bank MAY 22 1889 San Diego PAYING TELLER.

Pay to Thos Whaley or order or bearer, $ 5 00/100

Five no/100 Dollars,

a/c Battaile in full. Thos Whaley.

John Smith Jr

Morris Whaley & Dalton

H. R. Whaley

Pay to the order of
W. E. Fuller
W. W. Mitchell
Jos. D. Grossman

San Diego, Cal., May 22d 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Thomas order or bearer $ 5 00/100

Five and 00/100 Dollars.

Thos Whaley.

Consolidated Nat'l Bank MAY 22 1889 SAN DIEGO PAYING TELLER

San Diego, Cal., May 24 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to D. Schuyler order or bearer $ 20 00/100

Twenty no/100 Dollars.

a/c 2 Shares Bank Co Stock

Thos Whaley.

San Diego, Cal., May 24th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Theo. Fitzthey order or bearer $ 20 00

Twenty no/100 Dollars.

10 Shares B. & L.

Thos Whaley.

San Diego, Cal., May 25 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Morse, Whaley & Dalton order or bearer $ 5 00

Five no/100 Dollars.

Cash

Thos Whaley

Ed Whaley.
Geo. H. B. Whaley.

D Schuyler

Theo. Sindzelberg

Morse, Whaley & Dalton

San Diego, Cal., May 25 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

MAY 25 1889 SAN DIEGO CAL. PAYMASTER

Pay to Mrs Pennie or order, $ 16.50

Sixteen 50/100 Dollars,

Thos Whaley

San Diego, Cal., May 28th 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Hemmings & Seifert or order, $ 5.00/100

Five and 00/100 Dollars,

Thos Whaley

San Diego, Cal., May 29th 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Coronado Bank or order $1200 to date $ 8.35/100

Eight 35/100 Dollars,

MAY 29 1889 CORONADO NATIONAL BANK SAN DIEGO, CAL.

Thos Whaley

San Diego, Cal., May 29th 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs. Whaley's Doctor or order $ 10.00/100

Ten and 00 Dollars,

Thos Whaley

Hemingway v. Seifert

Norm. Whaley v. Dalton.

Mrs Thomas Lefroy.

San Diego, Cal., June 1st 1889. No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs Thomas Whaley or bearer, $25.00

Twenty five Dollars,

Thos Whaley.

Consolidated Nat'l Bank San Diego JUN 1 1889 PAID PAYING TELLER.

San Diego, Cal., June 1st 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs Thomas Whaley or bearer, $50.00

Fifty dollars Dollars,

Thos Whaley.

Consolidated Nat'l Bank San Diego JUN 1 1889 PAID PAYING TELLER.

San Diego, Cal., ~~May~~ June 1st 1889. No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs Thomas Whaley or bearer, $20.00

Twenty dollar Dollars,

Thos Whaley.

Consolidated Nat'l Bank San Diego JUN 1 1889 PAID PAYING TELLER.

San Diego, Cal., June 5th 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Thomas Whaley or bearer, $100.00

One hundred Dollars,

Thos Whaley.

Consolidated Nat'l Bank San Diego JUN 5 1889 PAID PAYING TELLER.

Mrs Thomas Whaley.

Mrs Thomas Whaley.

Thos W Whaley.

Thos W Whaley

San Diego, Cal., June 6th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to E. F. Rockfellow or order, $ 8.00

Eight 50/100 Dollars,

Thos Whaley.

PAID JUN 10 1889 Consolidated Nat'l Bank San Diego, Cal. PAYING TELLER

San Diego, Cal., June 7th 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Cash or order $ 5.00

Five 00/100 Dollars,

Thos Whaley.

PAID JUN 8 1889 Consolidated Nat'l Bank San Diego, Cal. PAYING TELLER

San Diego, Cal., June 7 1889 No. x x x

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Morris Wise & Sullivan or order $ 38.

Thirty Eight " Dollars,

Thos Whaley.

Total cash d/s June 1/89

San Diego, Cal., June 6/89 1889 No.

Consolidated National Bank.

S. W. COR. FIFTH AND G STREETS.

Pay to Cash Whaley or order $ 5.00

Five Dollars,

Thos Whaley.

PAID JUN 10 1889 Consolidated Nat'l Bank San Diego, Cal. PAYING TELLER

E. Rockfellow

Henry Daggett

Norman Halsey Goldsbo

Enterprise Planing Mill
Fernandina

San Diego, Cal., June 18th 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs. Whaley or order, $ 50 00/100

Fifty 00/100 Dollars,

Loan. Thos Whaley.

MEMORANDUM CHECK

San Diego, Cal. June 17 1889

Consolidated National Bank,

Pay C/D J. G. Abadinnot 7 1/4 C/D

Thirty hundred and ninety Dollars,

and charge to account of Thos Hale

319 1st

SAN DIEGO PRINTING CO.

CASHIER.

MEMORANDUM CHECK

San Diego, Cal., June 24 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to J. L. Kirpbur or order, $ 20 00

Twenty 00/100 Dollars,

Thos Whaley.

CONSOLIDATED NAT'L BANK JUN 24 1889 C. S. FLINN & CO. PAYING TELLER

Morx. Whaley & Dalton

Jos. L. Hepburn

San Diego, Cal., Dec 30 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to J. K. Stewart, Justice or Order, $107 1/2

One hundred Seven 1/2 100 Dollars,

To pay my 1/3 state & County taxes for 1889 of Horace Whaley & Dalton

Thos R Whaley.

Consolidated Nat'l Bank DEC 31 1889 PAID

San Diego, Cal., Dec. 30 1889 No.

Consolidated National Bank,

S. W. COR. FIFTH AND G STREETS.

Pay to Mrs. Anna E. Whaley or Order, $211 72/100

Two Hundred Eleven 72/100 Dollars,

Thos R Whaley.

Consolidated Nat'l Bank JAN 6 1890 PAID

Pay to
T. H. Whaley.

Mrs Anna E. Whaley.

Pay to
T. M. Stewart.
Francis M. Whaley.

Pay Rox & Coe. Manad
D W Stewart
Roxie Howard
H W Wemeke
Tall Coe

Adams Jeroe Ellis Miller
Phillips Auctr

Name Thos. Whaley

Cks. from Apr 29 1889.

To Jan. 31 1889, inclusive.

CONSOLIDATED NATIONAL BANK.

83 5	Brot. Forwd.	15 19 85
12 50		100
20		5
12		10
25		35
4		5
1000		50
25		10 20
16 50		8 50
10		31 91 4
15 390		104 4
10		21 17 2
16 50		244 983
62 5		
20		
30		
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20		
20		
16 50		
83 5		
20		
25		
50		
20		
5		
Am't. $ 157985	Am't. $	

Preserve this Envelope and Statement.

Whereas P. J. Neal of Amesbury, Mass. has this day conveyed to me by Grant Deed Lot J in Block 49 New San Diego according to Gray & Johns survey thereof. I hereby certify that I hold said property in trust for the joint benefit of E. N. Mason, Thos. Whaley and R. N. Dalton and I promise to convey said lot J Block 49 at any time to

State of California,
County of San Diego } ss.

On this 9th day of April, in the year one thousand eight hundred and eighty Eight before me, James A. Dillon a Notary Public, in and for the said County of San Diego personally appeared Bryant Howard personally known to me to be the same person described in and whose name is subscribed to the within instrument and he acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

James A. Dillon
Notary Public.

Whereas P. J. Neal of Amesbury Mass. has this day conveyed to me by Grant Deed Lot J in Block 49 New San Diego according to Gray & John's survey thereof. I hereby certify that I hold said property in trust for the joint benefit of E. M. Mason, Thos. Whaley and R. N. Dalton and I promise to convey said lot J in block 49 at any time to such party or parties and for such consideration as they may designate.

Witness my hand this 9th day of April 1888.

Zeyard Hosook

Agreement
Bryant Howard
To
E. H. Morse Thos
Whaley & E. H. Morse
Dated April 9th 1888

Not to be recorded.
In case of death,
Howard will make
deed to party to whom
sold

Nov 1/89. Signed agreement
to B. Hoodid with E. H. Morse
and R. H. Dalton to make
deed of within lot T. 49 to
R. H. Dalton. 7.50
Thos Whaley

No 7

April 4 1888

Bryant Howard, Trustee:-

Please convey the following lots, in the Horse Tract, to F. M. Holley

Block	116	Lots	39 & 40
,,	86	,,	35 & 36
,,	116	,,	25 & 26
,,	98	,,	5 to 20, 16 lots
,,	115	,,	18 & 19
,,	97	,,	33 to 37, 5 lots
,,	66	,,	35 & 36
,,	116	,,	7,8,9 and 10
,,	125	,,	24

Nov 23/88. Sold to A. Russell in exchange for his interest Oct. 27.2829 30 — 90 Red under cert. of P. C. L. B. —

M. W. & D. Addition

Block	110	Lots	E, F, G & H
,,	139	,,	7 to 12
,,	114	,,	13 to 18
,,	111	,,	13 to 18
,,	86	,,	24

April 12/90. Russell now having recorded his deed, he sends it to me with request to destroy it and make another to Robert Crockett, to whom he has sold 24/125, and this is now done.

F. M. Holley

876.00

15,044
76
151 20

~~Tract C. Nº 116~~

or Lot 24 — B 125

Mortgage Addition

14-Ap.-1888

~~Lots 25 & 26~~

Conveyed to

Ch. Tolk

April - 23. '89 -

1 counterpane
1 sheet
1 table cloth.
1 chemise
1 white skirt -
5 pillow cases
1 cantoon nightg.
1 pr drawers { Geo
1 undershirt
1 " Ma.
1 white apron
1 undersbody
2 white skirt. - 1 G. 1 P.
4 towels

Trustee Grant Deed

By Joel Howard Trustee

To

Thomas Whaley

Dated Apl 4 1888

Mortgaged Land [illegible] and [illegible] Whaley [illegible]

Received for record April 5

188 8 at 30 minutes past

9 o'clock A M. at request of

Grantee

and recorded in Book No. 122

of Deeds page 153

Rec'd seq. Apl 16th 1888

at 9 o'clock and 5

minutes A M.

E G Vaughn

County Recorder

Jno J Forward Deputy

$2.00 fee

Trustee Grant Deed

Know All Men By These Presents, That Whereas, on the 2nd day of May, A. D. 1887, the following described real estate, situated in San Diego County, to-wit:

Lots Thirty-nine 39) and Forty 40) in Block One hundred and sixteen 116); Lots Thirty-five 35) and Thirty six 36) in Block Eighty-six 86); Lots Twenty-five 25) and Twenty-six 26) in Block One hundred and Sixteen 116) Lot Five 5) Six 6) Seven 7) Eight 8) Nine 9) Ten 10) Eleven 11) Twelve 12) Thirteen 13) Fourteen 14) Fifteen 15) Sixteen 16) seventeen 17) Eighteen 18) Nineteen 19) Twenty 20) in Block Ninety-eight 98) Lots Eighteen 18) and Nineteen 19) in Block One hundred and Fifteen 115); Lots Thirty-three 33) Thirty four 34) Thirty five 35) Thirty-six 36) and Thirty seven 37) in Block Ninety-seven 97); Lots Thirty-five 35) and Thirty-six in Block Sixty-six 66); Lots Seven 7) Eight 8) Nine 9) and Ten 10) in Block One hundred and Sixteen 116) Lot Twenty-four 24) in Block One hundred and Twenty-five 125); of C. N. Morse's sub-division of Pueblo Lot 1150 according to the map made by Chas. J. Fox surveyor, and filed in the office of the County Recorder of said County, on the 30th day of December, A.D. 1871; also Lots E, F, G and H in Block One hundred and Ten 110); Lots Seven 7) Eight 8) Nine 9) Ten 10) Eleven 11) and Twelve 12)

in Block One hundred and Thirty-nine 139); Lots Thirteen 13) Fourteen 14) Fifteen 15) Sixteen 16) Seventeen 17) and Eighteen 18) in Block One hundred and Fourteen 114); Lots Thirteen 13) Fourteen 14) Fifteen 15) Sixteen 16) Seventeen 17) and Eighteen 18) in Block One hundred and Eleven 111); Lot Twenty four 24) in Block Eighty six 86); of Morse, Whaley and Dalton's subdivision of fifteen acres in Pueblo Lot 1140 according to the map made by Fox and Ryan, Surveyors, and filed in the office of the County Recorder of San Diego County, on March 23rd 1888, was conveyed to me, Bryant Howard by E W Morse, the then owner thereof in trust for the use and benefit of the beneficiaries named in and by said conveyance, and whereas, I the said Bryant Howard, accepted in writing, the trust created and devolved upon me by said instrument together with my acceptance of said trust to be duly recorded in the office of the County Recorder of San Diego County in Book 88 of Deeds Page 152, where the same now appears of record, and is hereby expressly referred to and made the foundation hereof as fully as if herein specially set forth, and also by deed executed March 21st 1888, by Wendell Easton, George W. Frink, F. B. Wilde R. J. Pennell, E. W. Morse R H Dalton and Thomas Whaley to Bryant Howard and recorded in the office of the County Recorder of San Diego County, on March 22nd 1888, and whereas the above named Trustee has been requested in writing by Whaley and Dall- and the Pacific Coast Land Bureau, (the beneficiaries of said trust) jointly to convey

and whereas the above named Trustee has been requested in writing by Whaley and Dallon and the Pacific Coast Land Bureau, (the beneficiaries of said trust) jointly to convey the above mentioned property to Thomas Whaley of San Diego County, State of California.

Now Therefore, in consideration of the premises foregoing and the sum of One (1) Dollar paid by the said Thomas Whaley, I, the said Bryant Howard, the said Trustee as aforesaid, do hereby grant to the said Thomas Whaley, the real property aforesaid, to-wit:

Lots Thirty nine 39) and Forty 40) in Block One hundred and Sixteen 116); Lots Thirty-five 35) and Thirty six 36) in Block Eighty six 86); Lots Twenty-five and Twenty six 26) in Block One hundred and Sixteen 116); Lots Five 5) Six 6) Seven 7) Eight 8) Nine 9) Ten 10) Eleven (11) Twelve 12) Thirteen 13) Fourteen 14) Fifteen 15) Sixteen 16) Seventeen 17) Eighteen 18) Nineteen 19) and Twenty 20) in Block Ninety-eight 98) Lots Eighteen 18) and Nineteen 19) in Block One hundred and Fifteen 115) Lots Thirty three 33) Thirty four 34) Thirty five 35) Thirty six 36) and Thirty-seven 37) in Block Ninety seven 97) Lots Thirty five and Thirty six 36) in Block Sixty-six 66) Lots Seven 7) Eight 8) Nine 9) and Ten 10) in Block One hundred and Sixteen 116) Lot Twenty four 24) in Block One hundred and Twenty-five 125) in E W Morse's sub-division of Pueblo Lot 1150 as per map the same made by Charles J. Fox, surveyor, and filed in the office of the County Recorder of

San Diego County, California on the 30th day of December 1871. also Lots E. F. G & H. in Block One hundred and Ten (110) Lots Seven (7) Eight (8) Nine (9) Ten (10) Eleven (11) and Twelve (12) in Block One hundred and Thirty-nine (139);

State of California,
County of San Diego ss.

On this 4th day of April, in the year one thousand eight hundred and eighty eight before me, James A. Dillon a Notary Public, in and for the said County of San Diego personally appeared Bryant Howard (Grantee)

personally known to me to be the same person described in and whose name is subscribed to the within instrument and he acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

James A. Dillon
Notary Public.

No. 71. ACKNOWLEDGMENT. (GENERAL.) Levi & Wertheimer, Booksellers and Stationers, San Diego.

Trustee Grant Deed
Bryant Howard Trustee
to
Thomas Whaley
Dated April 4th 1888

San Diego County, California on the 30th day of December 1871. also Lots E. F. G & H. in Block One hundred and Ten 110) Lots Seven 7 Eight 8) Nine 9) Ten 10) Eleven 11) and Twelve 12) in Block One hundred and Thirty-nine 139; Lots Thirteen 13) Fourteen 14) Fifteen 15) Sixteen 16) Seventeen and Eighteen 18) in Block One hundred and Fourteen 114) Lots Thirteen 13) Fourteen 14) Fifteen 15) Sixteen 16) Seventeen 17 and Eighteen 18) in Block One hundred and Eleven 111) Lot Twenty four 24) in Block Eighty six 86) of Morse, Whaley and Dalton's sub-division of fifteen acres of Pueblo Lot 1140 according to the map made by Fox and Ryan Surveyors, and filed in the office of the County Recorder of San Diego County on March 23rd 1888.

To Have and To Hold the above granted and described premises unto the said grantee, his heirs and assigns forever.

In Witness Whereof, I as such Trustee have hereunto set my hand, this 4th day of April 1888.

Bryant Howard
Trustee

Trustee Grant Deed
Bryant Howard Trustee
to
Thomas Whaley
Dated April 4th 1888

B. D. CLUGSTON. H. CLUGSTON.

San Diego, Cal., April 1st 1889

Mr Thos Whaley Nept to 1st Nat Bank

BOUGHT OF **San Diego Coal Company,**

—DEALERS IN—

COAL, COKE AND KINDLING.

OFFICE: ~~1417 H~~ STREET. Telephone 76

YARDS ON BAY STREET, Bet. FOURTH & FIFTH STREETS. 858-5 **TERMS CASH ON DELIVERY.**

FRANDZEN, HUNGERDUNKER & CO., PRINTERS.

Mch	11	1000# Coal	6	50		
		Paid S D Coal Co H.C.				

H. R. Arnott

G. W. BARNES. B. F. GAMBER. ~~H. H. SUTTLE.~~

Arnott

DRS. BARNES, GAMBER & ~~SUTTLE~~,

951 SIXTH STREET.

OFFICE HOURS:

DR. GAMBER, 8 TO 9, 1 TO 3, 7 TO 8.
Arnott ~~DR. SUTTLE, 9 TO 10, 3 TO 5, 8 TO 9.~~
DR. BARNES, 8 TO 12, 1 TO 3, 7 TO 9.

TELEPHONE 66.

Orders may be left day or night at the office or residence in the rear.

Thos O'Haley

188				
Oct 6th	To	prescription	Rx	2.00
" 9 "	"	"	"	2.00
" 18 "	"	"	Daughter	2.00
" 19 "	"	visit	"	2.50
" 20 "	"	"	"	2.50
Nov 6 "	"	prescription	Rx	2.00
" 6 "	"	"	Daughter	2.00
		Total Amt		15.00

Apr 25 1889
Received 12.00 in full settlement of above a/c
Barnes, Gamber & Arnott
per Chase

CENTRAL + MARKET.

San Diego, Cal., Apr 2 1888

Mr. Wheeler

Bought of **WINTER & SCHUETZE,**

WHOLESALE AND RETAIL DEALERS IN

BEEF, PORK, MUTTON, VEAL, SAUSAGE, LARD, Etc.

FIFTH STREET, BETWEEN D AND E. TELEPHONE 75.

	Due on Bill Mar 31	3	25	

San Diego, Cal., Mar 2 1888

Received from T. J. Whaley & Sol. of Lillie C. Whaley

the sum of Three Dollars,

for 12 months subscription to THE GOLDEN ERA

from Mch 1888 to Mch 1 1889

GOLDEN ERA CO.

$3.00 Per Wagner

San Diego, April 3d 1888

Received from Thos. Whaley

Two Hundred Dollars

being 10% paid on 20 shares of stock S.D. U.D.R.R.Co.

$ [redacted]

E. W. Morse Treas.

Amount of
Company
Premium passed
Outstanding 52.90
Less expenses 20.60
£ 179.40
Recd this amt
[illegible]
[illegible]

...NTR... ...KET.

San Diego, Cal., Ap 24 1888

Mr Mrs Whaley

Bought of **WINTER & SCHUETZE,**

WHOLESALE AND RETAIL DEALERS IN

BEEF, PORK, MUTTON, VEAL, SAUSAGE, LARD, Etc., Etc.

FIFTH STREET, BETWEEN D AND E. TELEPHONE 75.

GOULD & HUTTON, PRINTERS.

Ap 14	16	17	20	21		
50	95	50	40	4.15	Acct Bought	
23	24	26	27	28		8 90
75	30	75	00	50		4 85
up to date April 28.						1 75
						$16.60

CENTRAL MARKET

San Diego, Cal. Apr 4 1888

Mrs Thaley

Bought of WINTER & SCHUETZE,

WHOLESALE AND RETAIL DEALERS IN

Beef, Pork, Mutton, Veal, Sausage, Lard, Etc.

FIFTH STREET, BETWEEN D AND E. TELEPHONE 75.

Amt Due on Bill 7/- to Mch 31			3 25		
Rec. Payment					
Winter & Schuetze					

San Diego, Cal. 1889

Mr Thos Whaley

BOUGHT OF HENRY DAGGETT,

Pharmacist,

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

By merchandise to date 3.75

Henry Daggett

Hem & Oil 1.75
Discovery 1.50
Prescription .50
3.75

San Diego, Cal., April 15 1889

Received from Mr T. H. L. Whaley

the sum of Three Dollars,

for 12 months subscription to THE GOLDEN ERA

from April 1889 to Mch, 1889

GOLDEN ERA CO.

$3.00 Per Wagner

CENTRAL MA

San Diego, Cal. 188[illegible]

Mr. [illegible]

BOUGHT

WINTER & SCHUETZE,

WHOLESALE AND RETAIL DEALERS IN

BEEF, PORK, MUTTON, VEAL, SAUSAGE, LARD, &c.

FIFTH STREET, BETWEEN D AND E. TELEPHONE 76

Due on [illegible]

Paid [illegible]

[illegible] 29/89 Check [illegible]

Mr. Thomas Bailey SAN DIEGO, CAL. Sept. 1st 1889

To HENDERSON & McDONALD, Dr.

S. W. COR. FIFTH AND F STREETS.

For Professional Services Rendered	$
from city council &c re Atlantic & R. R. Co	25.00
Examination of Records, Mortgage & consult re Pueblo Lot 254 (Forsyth and Coughlin	25.00
	50.00
By remitter	35.00
Bal. Payment	$ 15.00

Henderson & McDonald

73

Lot 4 block 64 Horton's Add to San Diego — E. B. Newkirk, also showing the lots sold by Newkirk and released from mortgage by Morse, also the sales and mortgages made by the parties to whom Newkirk sold to E. W. Morse, with the Newkirk Map or addition recorded April 12, 1869.

A	130	62 35	E B N
"	130	36	do
B	125	63 11	do
A.B	125	12	do
A	130	13	do
"	130	14	do
"	140	33	do
"	130	34	do
AB	125	35	do
		36	Hattie M Williams
		37	do
		38	do
		39	do
AB	130	64 1	E B N
A	130	2	do
"	130	3	do
"	130	4	do
"	130	5	do
"	130	6	do
		7	Mrs Martha Wilson (Brown) Rich Evans
		8	do (do) do $250
A	130	9	E B N
"	130	10	do
"	130	11	do
"	130	12	do
"	130	13	do
"	130	14	do
"	130	62	do
"	130	4	do
"	130	5	do
"	130	6	do

Mortgage Sale.

IN THE SUPERIOR COURT OF THE COUNty of San Diego, State of California.
E. W. MORSE, Plaintiff,
versus
E. B. NEWKIRK, et al., Defendants.

Under and by virtue of a decree of foreclosure and order of sale duly made and entered in the Superior Court of the county of San Diego, State of California, on the 11th day of April A. D. 1869, and a writ of execution for the enforcement of judgment requiring sale of property under foreclosure of mortgage issued out of the said Superior Court on the 19th day of April A. D. 1869, in the above entitled action in favor of E. W. Morse, plaintiff, and against E. B. Newkirk, Ann E. Preston, Susan Price Fish, Margaret Faulk, Henry B. Besse, Lavina L. Hay and George W. Crosswaite, defendants, a copy of which said decree of foreclosure duly attested under the seal of the said Superior Court on the 19th day of April A. D. 1869, and to me delivered on the same day, together with the said writ annexed thereto, whereby I am commanded to sell at public auction, for cash in lawful money of the United States, the following and in said decree described real estate: Situate, lying and being in the county of San Diego, State of California, and bounded and particularly described as follows to-wit:

Lots 35 and 36 of block 62; lots 11, 12, 13, 14, 33, 34 and 35 of block 63; lots 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 14 in block 64; lots 3, 4, 5, 6 and 7 in block 65; lots 1, 2, 3, 4, 5, 6, 45, 46, 47, 48 in block 66; lots 7, 8, 9, 38, 39 in block 67; lots 5, 6, 7, 8 and 9 in block 68; lots 13, 16, 17 and 18 in block 69; lots 11, 12, 13, 14, 15, 16, 17 and 18 in block 84; lots 9, 10, 33, 34, 35, 36, 37, 38 in block 85; lots 5 and 6 in block 86; lots 1, 2, 33, 36, 37 in block 68; lots 27, 28, 29, 30, 31, 32 and 33 in block 83; the undivided half of lot 35 and undivided half of lot 36 and undivided half of the east half of lot 34 in block 85; lots 26, 27, 28, 29, 30, 31, 32 and 33 of block 96, all in Morse's addition to the city of San Diego, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Public notice is hereby given that on Saturday, the 11th day of May, A. D. 1869, at 2 o'clock P. M. of said day I will proceed to sell at the Court House door in the city of San Diego, at public auction, to the highest bidder for cash in lawful money of the United States all of the above described Real Estate or so much thereof as will be sufficient to satisfy said decree for principal, interest, and all costs.

Given under my hand this 19th day of April, A. D. 1869. E. A. McDOWELL, Sheriff.
By WM. H. HOLCOMB, Deputy.
J. J. Henderson, Attorney for Plaintiff. 4-20

1 — 25	25.
2 — 75	150
1 — 140	140
5 @ $130	650
32 125	400
4 100	400
Sales	Total $1,745

Set off [illegible] 340 16 — 00
May [illegible]
March "

762
475
[illegible]
320

A 130	65	7	EBM	
		8	L A Billin (Paid in full to release)	
		9	do	do
		10	do	do
		11	do	do
Corner A B 125	66	1	EBM	
A 130		2	do	
4 130		3	do	
4 130		4	do	
4 130		5	do	
4 130		6	do	
		9	do J G Barney (Paid in full to release)	
		10	do	do
		11	M Shew (Paid in full to release)	
		12	do	do
		13	do	do
		14	do	do
		15	do	do
		16	do	do
		43	M Aubachs (Paid in full to release)	
		44	J G Barney	do
A 130		45	EBM	
A B 125		46	do	
B 125		47	do	
Corner 4 130		48	do	
A 130	67	7	do	
4 130		8	do	
4 130		9	do	
		10	Eli Smith (Paid in full to release)	
		11	do	do Release not necessary in this mortgage
		35	M Shew	do

	67	36	McKeon	(Pd [illegible] + recorded)
		37	do	do
A 130		38	EBM	
" 130		39	do	
B 125	68	5	do	
" 125		6	do	
" 125		7	do	
" 125		8	do	
" 125		9	do	
		10	Broadbrooks	Recorded but Error
		11	do	
		12	do	holes reduced Mlpn #625
		13	do	
C 100	83	15	EBM	
" 100		16	do	
" 100		17	do	
" 100		18	do	
A.B 125	84	11	do	
B 125		12	do	
" 125		13	do	
" 125		14	do	
" 125		15	do	
" 125		16	do	
" 125		17	do	
" 125		18	do	
A.B 125	85	9	do	
B 125		10	do	
" 125		33	do	
" 125		34	do	
" 125		35	do	
" 125		36	do	

B. 125	85	37	E B M	
A. B 125		38	do	
" 125	86	5	do	
B 125		6	do	
Corner A. B 130	89	1	do	[illegible] Brook deed out of Record
B 125		2	do	
" 125		35	do	
A. B. 125		36	do	[illegible] Brook do do
" 125		37	do	
		38	do Brown	Released but E W M Two Notes to Mfgr $630
		39	do	
		40	do	
		41	do	
A. 130	89	27	E B M	[illegible] deed out of Record
" 130		28	do	
" 130		29	do	
" 130		30	do	
" 130		31	do	
" 130		32	do	
" 130		33	do	
	95	6	E W M	Pd in full not member to release the Merrikin mortgage being to E W M Brown
		7	do	do
		8	do	do
		9	do	do
		25	M & Farmer	
		26	do	
		27	do	
		28	do	Released, but note to E W M $476 Uncancelled
		29	do	
		30	do	
		31	do	

95 32 Anna E Preston Rd in full & released

33 do Rd & released | Thos Rose Und ½ of E½ Rd

Released Und 2/3 E½ 34 ½25 34 do W½ of the Lot | Fisher & Reid " " "

Und ½ 35 ½75 35 Thos Rose Und ½ Rd & released | Fisher & Reid Und ½

Und ½ 36 ½75 36 do do do | do do

96 25 Carter Chestr Rd in full & released
release not necessary, mortgaging to more

A 130 26 EBM

" 130 27 do

" 130 28 do

" 130 29 do

" 130 30 do

" 130 31 do

" 130 32 do

" 130 33 do

34 J. H. McGee

35 do | Released but not to McGee

36 do | to EBM No 762

Total 141 lots

53 " Sold by McKirk and released from mortgage
excepting Und 2/3 of E½ 34, ½ 35 & ½ 36 - 95, Sold Fisher & Reid.

Unreleased 88 lots, Remaining unsold, standing of Record in name of McKirk (12 of which he has sold to R. A. Thomas & 4 to O'R, deed of which not of Record.)

Residue Und 2/3 E½ 34 & 95

" ½ of 35 & 95 } Standing of Record in name of E. B. McKirk

" ½ of 36 & 95

Letter "A" on margin, designates Musa Lots, "B" on Slopes, "A.B." park on Musa & part on Slope, and "C" in Gulches, according to Roy's topographical Map of Morris's Subdivision of P/S 1150 x 1151.

Neokuk Iowa,
April 12/89.

To be sold by Sheriff
May 11/89
Died May 27th 1889,
Original Homestead
without improvements
thereon

Sold May 11/89
Deed in Omaha
Arrindale, Iowa
Not redeemed
Morse, Trustee,
has certificate
of Sale.
Lots distributed

Read this Carefully and thus avoid Misunderstanding.

FORM I. San Diego, Calif._____188

To the Vestry of St. Paul's Church,

Gentlemen: I desire to rent a pew in St. Paul's Church for the year ending Easter 18____ I agree to pay for Pew No._____ being the one upon which the Pew Committee and myself have decided, the sum of _____dollars per year, payable in four quarterly payments in advance.

[SIGNED] _____

NOTE.—No pew is rented for less than $_____ per year; the expectation being that each will pledge himself for as much more as he determines he can afford. All money will go to the furtherance of church work and a large amount is needed. The rental of a pew will entitle the renter only to the seats needed for himself and family. If more than one name is placed upon a pew, each must pay at least the minimum rental. All moneys are to be paid to the Clerk of the Vestry.

Read this Carefully and thus avoid Misunderstanding.

FORM II. San Diego, Calif._____188

To the Vestry of St. Paul's Church,

Gentlemen: I desire to have assigned to me for the year ending Easter 18____ Pew No._____ in St. Paul's Church, being the one upon which the Pew Committee and myself have agreed. I pledge myself to pay towards the support of the Church $_____ per week, placing the same in the offertory in numbered envelopes. When omitting to do so through absence or other cause, making up the amount on a subsequent occasion.

[SIGNED] _____

NOTE.—The assignment of a pew entitles the holder only to the seats actually needed for himself and family. The Vestry reserves the right of renting or assigning the unoccupied sittings. The Clerk of the Vestry will provide envelopes as required above.

THE PEW SYSTEM OF ST PAUL'S CHURCH, SAN DIEGO.

Read this Carefully and thus avoid Misunderstanding.

There are two ways in which you may contribute to the support of the Church. One is by renting a pew, and the other is having a seat assigned and subscribing by the pledge of a weekly offering through what is known as the "envelope system." The seats rented or assigned are equally desirable, in fact they alternate. The Vestry sets no price upon any seat or sittings, but no pew or sitting is rented for less than $..... per year, the expectation being that each will pay as much more than this as he determines that he can afford. Pledges of weekly offerings may be made for any amount. They must be put in the offertory in numbered envelopes provided by the Clerk. When the offering is missed at one Sunday it is to be made up at a subsequent service or handed to the Clerk. By which ever method one may contribute he acquires no proprietorship of a pew. When practicable, seats will be reserved for regular worshipers until the Venite. However, when needed for worshippers, ushers may fill any seat. Irregular worshipers must not feel annoyed at finding their seats filled. It will be seen by the above that two systems are combined. In its operation there is practically as "free" a church as under any system; at the same time families who attend regularly can feel that if punctual they have a seat in which they can sit. The exclusiveness and proprietorship of the ordinary pew system is avoided, and no discrimination or hardship is inflicted. As supporting the Church is as much a duty as praying, every person in the Parish should contribute by one of these methods as liberally as his income will permit. Will you kindly see the Pew Committee and fill out one of the two forms as soon as convenient?

THE PEW SYSTEM OF ST PAUL'S CHURCH, SAN DIEGO.

Read this Carefully and thus avoid Misunderstanding.

There are two ways in which you may contribute to the support of the Church. One is by renting a pew, and the other is having a seat assigned and subscribing by the pledge of a weekly offering through what is known as the "envelope system." The seats rented or assigned are equally desirable, in fact they alternate. The Vestry sets no price upon any seat or sittings, but no pew or sitting is rented for less than $..... per year, the expectation being that each will pay as much more than this as he determines that he can afford. Pledges of weekly offerings may be made for any amount. They must be put in the offertory in numbered envelopes provided by the Clerk. When the offering is missed at one Sunday it is to be made up at a subsequent service or handed to the Clerk. By which ever method one may contribute he acquires no proprietorship of a pew. When practicable, seats will be reserved for regular worshipers until the Venite. However, when needed for worshippers, ushers may fill any seat. Irregular worshipers must not feel annoyed at finding their seats filled. It will be seen by the above that two systems are combined. In its operation there is practically as "free" a church as under any system; at the same time families who attend regularly can feel that if punctual they have a seat in which they can sit. The exclusiveness and proprietorship of the ordinary pew system is avoided, and no discrimination or hardship is inflicted. As supporting the Church is as much a duty as praying, every person in the Parish should contribute by one of these methods as liberally as his income will permit. Will you kindly see the Pew Committee and fill out one of the two forms as soon as convenient?

T. Whaley
Dr Sir

San Diego Cal.
Box 319
April 3rd/89.

Out of some two Hundred families connected with the Parish, less than fifty are regular pledged subscribers towards the support of the Church. The Vestry has therefore decided to send a request to those who are not subscribers, asking them if able to become such. Owing to the large falling off of the Sunday offerings, owing to the financial depression, it is necessary if the work of the Church is to be carried on, that all who can do so become subscribers, by one of the two methods described in the enclosed forms numbered 1 and 2, which please read carefully – If you can determine by which of these methods you desire to contribute will you kindly fill out the form you select (except as regards the number of the pew which must be arranged later) and return to the above address before Easter Day next. By so doing you will greatly oblige the Vestry.

Respectfully Yours.
E B Dudley
Clerk of Vestry.

April 8/89 –

Saw Tappell this morning. explained to him that bill was wrong, got showing both lots that you own – he said that the mistake had been struck him – he will show you a copy to satisfy you that it included both of our lots – he will call to see you – you can settle with him and I will reimburse you according to agreement 1965 $500 for all, our proportion would be about $25 for each lot – if you had to pay more – all right –

H L Rockey

Please papers – please return,

MAY
1889

San Diego. Cal. May 27th 1889

Mr. Weil

To **Henninger & Seifert,** Dr.

SOLE AGENTS FOR THE

Anheuser-Busch Brewing

ASSOCIATION,

St. Louis Keg and Bottle Beer,

740 SIXTH STREET.

May 4	No 1 Keg Bo Beer	1	75
	Box 4		

Henninger Seifert

In the matter of the Estate
of Miguel de Pedrorena
deceased

The following is a list of the pieces and parcels of Land in New San Diego affected by the decree of distribution in said estate and which decree has been vacated so far as the same affects the following property

E W Morse Lot F – 5 789 L – 7 791 N – 9 803 24 – 18 807 D – K – 25 796 L – 26 779
S½ C – 45 763 (B – 35 112 omitted?)

Morse & Whaley B & C – 44 762 K – 37 114

Morse Whaley & Dalton C – 3 770 K – 52 754 J – 49 751 D – 33 786 C – 30 783

E W Morse Admr of Francis Est A – 55 757 (B & C 757 omitted)

Thomas Whaley D – 55 757 N½ C – 45 763

The lots omitted, Hendricks says, are not affected by the decree, therefore not included.

Also the following

In the matter of the Est
of Maria A de Pedrorena
deceased

E W Morse Lot 24 – 18 807

Morse & Whaley B. C Blk 44 762

Morse Whaley & Dalton K – 52 754 I – 28 781

Hendricks & Fountain

May 27/69 Received of Thomas Whaley one dollar for legal services in effecting a release of the lots belonging to himself and E W Morse in the above schedule

Hendricks and Fountain
Attorneys

Pedro Arias
Calale
May 27 - 1589

San Diego, Cal., May 16 1889

Mr. Thos. Cooksley

To **George A. Merritt, Dr.**

DEALER IN

Gas Fixtures and Plumbing Goods,

SANITARY PLUMBING, GAS, STEAM AND WATER FITTING.

ESTIMATES FURNISHED.

534 Eleventh Street.

May	16	To Repairing House		25	
		Paid			
		G. A. Merritt			

It may not be improper to take once more about the health happiness and bank account of the Pacific Ocean Fish & Canning Company which collected so many hundreds summer for the fishermen industry. What was done with the money and in whose hands are the $1.00 understood to be remaining? We want to know and haven't been able to find out?

6/18/90 Sentinel

S.F. CITY AND COUNTY 6/18/90

A meeting of the stockholders of the Pacific Ocean Fish & Canning Company will be held at the office of J. G. Capron June 30th to ask the Superior Court for an order to dissolve the organization and dissolve the funds.

$20 — May 29 1889

Received of Thos Whaley

Twenty ~~~~~~~~~~ x/100 Dollars

Being 10% on the par value of two shares of the Pacific Ocean Fish and Canning Co.

D Schuyler Treas

Aug 7/90 Have agreed
with Mr E. W. Short, to
give 1/4 of the lumber that
may be returned during
incorporation, to the Lumber
Camp to which she belongs.
W H D Whaley

Settled
I received Jan 25
and paid Mrs M Gill.

NEW DISCOVERY OF

GREAT FISHING BANKS

Near San Diego, California,

BY THE

United States Commission of Fish and Fisheries.

In the winter of eighteen hundred and eighty-eight and nine, the United States Commission, of Fish and Fisheries, (Steamer "Albatross," Lieut. Z. L. Tanner commanding), in prosecuting their investigations along the Pacific Coast, discovered extensive fishing grounds on and in the vicinity of Cortez Banks, ninety-seven miles from San Diego. We quote from a letter written by Lieutenant Tanner to a citizen of San Diego under date of May 2, 1889: "On the Cortez Bank we found the following species of fish in great abundance, all of them taking the hook readily: Fat heads, white fish, yellow tail rock cod, and four species of red rock cod, also (but not in such great numbers) jew fish, cultus cod and sea bass."

On receipt of this official information the citizens of San Diego raised a fund for the purpose of chartering and equipping a fishing schooner, and making exploring expeditions to these banks so as to determine their extent. A number of trips were made in the summer of 1889, and many thousand pounds of fish were taken, fully substantiating the Government report as to the abundance and quality of the fish. Enough prospecting was done to prove the fishing grounds covered hundreds of square miles of territory, and also that they were lavishly provided with the food elements necessary to make them permanent fishing grounds.

Prof. C. H. Eigenmann spent fifteen days on the banks with one of the expeditions, and can speak with authority on the subject. We quote from his report, which is strictly correct and will be found valuable to any one engaging in the fishing industry at San Diego:

"The fishes of San Diego may be divided into two groups. Some are here all the year, others only in certain seasons; again, some fishes are always found in the bay, others are always found outside the bay.

The fishing done off shore is scarcely less primitive than that done in the bay. Fishermen, one or two to a boat, start for the banks skirting the shore one day and return the next. Most of the time is taken up with going to and returning from the banks. Many times the men fishing for Rock Cods can catch in an hour as many as they can sell. Few fishermen go to the Coronado Islands, about which there are said to be excellent banks, because only small boats are in use, necessitating a daily return to the market, and if the wind is not favorable the fish spoil before they can be brought here.

In summer most of the fishermen fish for barracuda, and during the barracuda season, on account of their abundance and cheapness, there is little demand for other fish.

No fishermen have as yet gone to the Cortez banks, though occasionally some of them go as far coastwise to the south. The fact that no fishermen had been at the Cortez banks is perhaps the chief reason why so much interest was taken in them when attention was recently called to them by the exploration of the Albatross. The Cortez banks are about west of here, and the fifty fathom line describes them as about eighteen miles long by five wide. As fishing will probably be profitable in deeper water, this area may be largely increased. As an addition to the fishing grounds skirting the coast these banks are of value to San Diego fishermen.

A discussion of the advisability of establishing a big fishing industry does not properly belong here. The Cortez banks alone, or the bay fisheries alone, would not justify the establishment of a large concern. These, however, are not the sole fishing grounds of San Diego. If the fishes of the bay as they run in are taken in their season, together with the barracuda, mackerel, etc., which also are here only at certain seasons, and the permanent rock cod fisheries of the banks skirting the shore, those about the islands and those of the Cortez banks, an industy may be established whose practical limits can only be ascertained by experience.

The past year I have been interested in observing the spawning habits and seasons, the embryology, rate of growth and season of the fishes of Southern California. The results of these observations properly belong to a scientific publication. It has been thought best, however, to anticipate somewhat and give here what may be of economic value, in view of the permanent establishment of a fishing company at San Diego.

There are known to be 142 species of fishes belonging to the San Diego fauna, inclusive of the Cortez banks, thirty-two of which have been added since last December.

The following account of the most important of the food fishes may prove of interest:

The ladyfish (Albula vulpes) is sparingly found in the bay throughout the year. It is of little use for food, but has a ready sale on account of its shape, bright silvery color and clean look.

The herring (Clupea mirabilis) enters the bay during the winter. It is caught with gill nets. It is sufficiently abundant to be of considerable importance, but only enough to supply the home market are now caught.

The sardine (Clunea sagax) is very abundant in the bay in winter and spring. Bushels of these fish are sometimes left at high tide in the small pools surrounding the piles of the Santa Fe wharf. The young remain in the bay the whole year; the full grown ones run in the bay in winter and spring only. They are said to be of excellent flavor. No use is made of them at present. They are here in such quantities during their season that canneries would certainly pay.

The anchovies (stolephorus delicatisismus, compressus, ringens). These fish are of the greatest importance, furnishing food for most of the large fish of the bay. The first is caught in quantity and dried by the Chinese. It does not exceed three or four inches in length. The last, ringens, looks somewhat like the sardine, and is said to be canned as such farther north.

The mullet (mugil cephalus) is always found in the bay, never in great abundance. It is highly prized' finding ready sale at top prices.

The bottom smelt (atherinopsis Californiensis) is, during winter and spring, the most abundant and most important of the food fish. It averages three-quarters of a pound in weight and brings a high price.

The top smelt (atherinop affinis) is found in the bay throughout the year. It is very abundant, but not of so good flavor as the bottom smelt.

The barracuda (Sphyruena argentea) is one of the most important of the food fish. It rarely enters the bay and is not found here in winter. It reaches a weight of eight or ten pounds. The quantity caught varies greatly from day to day in accordance with the wind. The greatest number caught by two men in one boat in a day was 1100. They can only be caught by trolling, and a light wind brings few fish. Many barracuda are now salted and shipped. During July and August they are most abundant. The barracuda fisheries are certainly not carried on to their full extent.

The mackerel (Scomber colias) is found here during the whole year. It is especially abundant during the summer and fall, and fishermen report many schools of several hundred barrels each. At present nets are not used, and it is but sparingly caught. The young, or tinkers, run in the bay in great quantities.

The Spanish mackerel (Scomberomorus maculatus) is common during the winter It does not enter the bay.

The bonita (Sarda chilensis) is abundant throughout the year. Many are dried at La Playa.

The yellow tail (Seriola dorsalis) is common during summer and fall. It attains a weight of twenty-five pounds.

The pompano (Stromateus simillims) during the latter part of the summer and fall. Few are caught with seines, but many are caught off the wharves. In San Francisco this fish sells as high as $1.25 per pound.

The bass (serranus clathratus, maculofasciatus, nebulifer). There are three species of bass in the bay and from their size, abundance and permanence they are very important fishes of the bay. They are named in the order of their abundance.

The jew fish (stereolepis gigas) reaches a weight of three hundred pounds. It is abundant wherever white fish are found and is frequently brought to the market in winter.

The China croker (roncador stearnsi) is common both in the bay of San Diego and False Bay. It reaches a weight of five or six pounds.

The common croaker (corvina saturna) is related to the China croker and is equally abundant.

The yellow fin (umbrina roncador) is related to the preceding two and is abundant.

The trout (cynoscion nobile, parvipinne). Two distinct species are called trout by the fishermen. They enter the bay in the summer and are frequently brought into the market. The first reaches a length of five feet and these large ones are occasionally caught outside during the winter.

The perches or surf fish. By these terms are meant all of the species of the family embiotocidæ, of which there are eleven about San Diego. They are the coarsest of the smaller fishes, and are brought into the market every day. Most of them are very abundant in the bay. All bring forth their young alive.

The fat head (trochocopus pulcher) is very common in shallow rocky places outside the bay. It is rarely brought into the market, being a second or third-class fish. On account of its size and abundance it is a fish of some importance. Many are dried at La Playa during the winter and spring.

The white fish (cauloalatilus princeps) is of great importance. It is found here during the entire year, but never enters the bay. A few are daily brought into the market.

The rock cod are, next to the barracuda, the most important of the food fishes. There are twenty different species found here, all of which are good for food. The largest reaches a size of fifteen pounds, while some of the smaller species will not average over a pound. Several hundred pounds are daily brought into the markets, and there is always a great variety of species. These fish are abundant throughout the year in all favorable places, a rocky bottom and considerable depth of water. They all bring forth their young alive."

A great enterprise in this line now awaits development. Capital can make no mistake if guided by the experience of those who have made a success of the business on the eastern coast, and in order to make the way easy and inviting to this class of business men, a central location has been secured on the bay of San Diego, covering enough land for *extensive curing and canning establishments*, being eight hundred feet on the water front and close to railroad depots. This land will be furnished free of charge for a term of twenty years to any responsible and experienced firm who desire to take up and carry on the business outlined in this communication. That the natural conditions are very favorable for such an enterprise here at San Diego, will be fully explained to those desiring to investigate further, and letters of inquiry to the Chamber of Commerce, San Diego, California, will receive prompt attention.

☞ If not interested in this line of business yourself, please hand this communication to some one to whom it might prove of value.

1903

San Diego, May 7 1889

Bought of **FRED. N. HAMILTON,**

—DEALER IN—

HARDWARE!

TELEPHONE 161. 719 and 721 Fifth Street and 722 Sixth Street.

1 Pr 10 in T Hgs. + Bolts	50		50
2 Key Hooks	20		40
2 " "	12½		25
1 Hasp	10		10
1 Pr 3 in Butts	10		10
1 Padlock	35		35
1 Sash Lock	10		10
		1	80

Paid
4 24 89

San Diego, Cal., May 1, 1889.

Mr. Thos. O'Haley

To **George A. Merritt, Dr.**

DEALER IN

Gas Fixtures and Plumbing Goods,

SANITARY PLUMBING, GAS, STEAM AND WATER FITTING.

534 Eleventh Street.

1889 ~~ESTIMATES FURNISHED.~~

May	27	To Putting Coupling in hose		25

Rec'd Pay
Geo. A. Merritt
DeBurn

Thos O'Malay

STATEMENT

San Diego, Cal., April 30 1889

Mr. [illegible]

Bought of E. F. ROCKFELLOW,

MANUFACTURER AND DEALER IN

Fine Boots and Shoes.

YOUNG'S BLOCK, 757 AND 759 FIFTH STREET.

TERMS STRICTLY CASH.

Apr 29 1 pr Ladies Shoes 3.50

" " 2 " " Shoes 3.50

7.00

Paid

E. F. Rockfellow

May 1/89	
Rockefeller	$8.50 Pd
Chase Pd $25.	93.30
Cuyamaca note	1,000.00
int.	80.00
Mormand note	625.
int	
Schilling Mg	92.28
Trading Share	44.54
" 1/25-17.	1.88
Stockton	105.50
Mayton	40.
"	18.
Con Nat Bk	1000.
Mrs Rouse	1,000 Pd
Morse	1,900 Pd
"	2,000

8.50
93.30
92.28
105.50
58.00
357.58

JUNE

1889

1132

San Diego, Cal. June 1st 1889

Mrs Thos. Whaley

933 State St.

BOUGHT OF HAMILTON & CO.,

Hardware, Groceries and General Merchandise,

Nos. 711 & 713 FIFTH STREET.

ACCOUNTS ARE DUE ON THE FIRST OF EACH MONTH.

May 16	1-4 ft Step Ladder 1.60 1 Coffee Pot 1.25	2.85	
	1 Stew Pan	.65	3.50

HAMILTON & CO
PAID
JUN 1 1889
Per

Thos. Whaley
933 Estate
350

3,056.

CONSOLIDATED NATIONAL BANK,

CAPITAL AND SURPLUS, $300,000.

San Diego, Cal., June 17th-1889.-

Thos. Whaley, Esq.,

City.

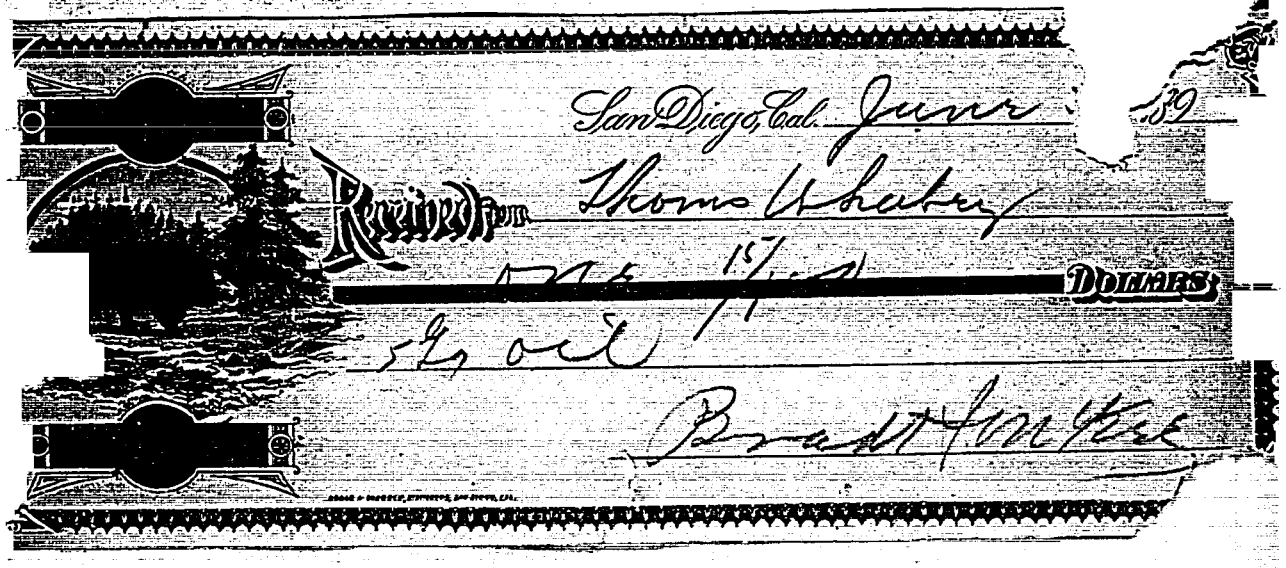
Dear Sir:-

Your account has been attached and we hold in trust for the Sheriff, $319.14 of your money, same being amount in full to your credit today.

Yours truly,

John Gintz

Cashier.

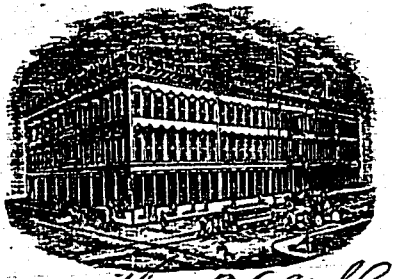


Russ House
SAN FRANCISCO.
S. H. SEYMOUR & CO.
Proprietors.

1889

SAN FRANCISCO CAL.

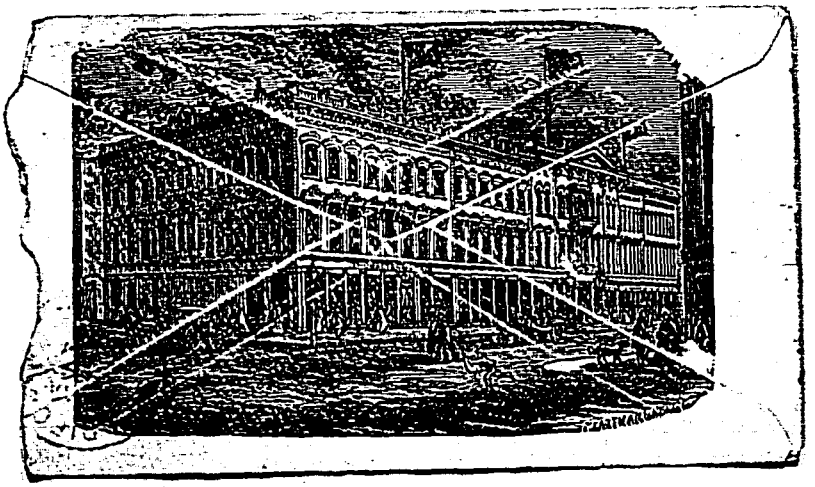
Mr F. H. Whaley,
San Diego, Cal.



RUSS HOUSE
EXTENDING FROM PINE TO BUSH ST. CONTAINING 300 ROOMS WITH BUSINESS OFFICE CENTRE OF THE CITY
MONTGOMERY ST. SAN FRANCISCO
S. H. SEYMOUR & CO. PROPRIETORS.
The leading Business and Family Hotel of California.
TERMS $1.50 $2.00 AND $2.50 PER DAY.

San Francisco, June 2 1889

Mr F. H. Whaley
Dear Sir
Your letter
to hand. As I have been
making the arrangement
and think of going away
I have changed my mind
and will not want the
team you and I were talking
about. But there is no doubt
but that you can find a ready
buyer.
Yours Resp
S. H. Seymour
H. H. Seymour



Vol. 5 x Pay 90. City 2
5 — 93
" — 194
6 — 188

Mabel Lot, M.G. 5.26-56
Trans Oceanic Ext
M.T.S.Co.
Johns O.J. Soy
McC. Lane
M.B.M.C. 6.5.54 — 1050
x BKL — 222 — 900
H 1/3 H IP 67 — 930
N 1/3 I — 125 — 1100
Ex. 25 x 100 in Eastbury — 275
in Westbury Cor — 433
Mortgage — 25 x 100
4 — 509 c.o.J. — $20
18 — 97 — 40
14c — 97 — 25
25
Personal — 25
Total — $105

25 x 100 in Mill Corner belonged to Hallie Bates.

4/91 William E. Whaley

4/125 Mrs Anna C. Whaley
O.S.D. — 2 — 466 — 29
C — 466 — 25
N.B.D. — D. 56/75 Corp. — 950
Pay City Pay Oceanic — 9 — 25 — 80
Oceanic — 10 — 25 — 80
(asset B.&L. association) Branch Mtge — 1200
Balance — 566

6/198 McKown H.P.
Middletown 100 x 187½ in Fitzgerald Tract B — 4275
Murray Tract — 4x5 C. 3.180

4/198 Mtge on 100 x 187½ amount 19/25 87½
O.D. $15000. Disc $15000. Date June 9 88
D.B. Howard. Thos Whaley R.H.H. Dal
Pay

1/186 M. W. & D. 03 ⊕.

H. 48. Realty. 14.500
Chattels 18.000
32.500
Deduct Mortgage assd
D. D. T. Phillips 30.000
2.500

J. D. W.

McNeils ad. O.S. 7-72
M.T. Nuckles 10, 224 ff 25
O.T. 4-334
" Geo Lyons 2-394 75
Morse ad 8536-66

San Diego, June 11/89

Thomas Whaley

To M. A. Stiles Dr

To one load hay (Barley) $7.50

Rec'd Payment

M. A. Stiles

By Herbert Stiles

Locked till Aug 30/89

SCHILLER & MURTHA,
DRY GOODS AND CLOTHING
HOUSE,
600-612 Fifth St., San Diego, Cal.

SAN D
JU
188
9PM
CAL.

Mr. Thos. Whaley
93 State St.
City.

J. S. SCHILLER.
F. D. MURTHA.

SAN DIEGO, CAL., June 1st 1889.

Mr Thos Whaley

Bought of SCHILLER & MURTHA,

IMPORTERS OF

DRY GOODS, CLOTHING, LADIES' AND GENTS' FURNISHING GOODS, HATS, ETC.

Accounts payable on the first of each month.

CORNER FIFTH AND H STREETS.

SOULE & HUTTON, PRINTERS

Mdse.	16	50 11

SOLE MANUFACTURERS OF PIONEER WHITE LEAD AND PACIFIC RUBBER PAINT.

SOLE AGENTS FOR
FRENCH AND BELGIAN
Plate Glass Companies,
VALENTINE'S VARNISHES
AND
ALABASTINE.
Manufacturers and Importers of
Gasoline, Naphtha, Benzine,
BRUSHES, VARNISHES
AND ARTISTS' MATERIALS.

Book.....*Folio*..... San Diego, Cal. June 4 1889

Mr. Theo Heady

To WHITTIER, FULLER & CO., Dr.

MANUFACTURERS AND IMPORTERS OF

Paints, Oils and Window Glass,

DOORS, BLINDS AND WINDOWS.

BRANDT BLOCK, SIXTH STREET. BET. G AND H.

SAN FRANCISCO, SACRAMENTO, OAKLAND, SAN DIEGO, LOS ANGELES, CAL., AND PORTLAND, OR.

1 Lt 24 x 28 1/2	16		83
W F & Co Paid.			

F. PICO,
SAN DIEGO.

PUENTA HAY AND GRAIN MARKET.

WM. R. ROWLAND,
LOS ANGELES.

San Diego, Cal., June 1st 1889

Mr Thomas Whaley

To FRANCISCO PICO & CO., Dr.

—Wholesale and Retail Dealers in—

GRAIN AND HAY.

ALL KINDS OF STOVE WOOD.

TERMS

CORNER C AND UNION STREETS

Telephone 144. P. O. Box 781.

May	1	1	Sack Barley	83	1		83
	16	1	" "	90			90
							173

Paid F. Pico & Co
per Bennett

June 21/89

F. H. WHALEY. R. MOMAND.

MORTGAGES BOUGHT AND SOLD
CAPITAL INVESTED
LOANS NEGOTIATED
PROPERTIES MANAGED
TAXES PAID
RENTS COLLECTED
TITLES EXAMINED

WHALEY & MOMAND

SUCCESSORS TO MORSE WHALEY & DALTON

REAL ESTATE DEALERS AND GENERAL AGENTS.

CONSTRUCTION OF BUILDINGS MANAGED
PROPERTIES SUBDIVIDED AND PUT ON THE MARKET
LANDS BOUGHT, SOLD AND EXCHANGED ON COMMISSION
HEADQUARTERS FOR SAN DIEGO COUNTY RANCH LAND.

ROOMS 3.4.5
MORSE WHALEY & DALTON BLOCK

San Diego, Calif. June 1st 1889.

Mr Dalton,

I understood from Mr Morse that Whaley & Momand were to continue in charge of the books of Morse, Whaley & Dalton, as heretofore. Don't you think, under the circumstances, it would be better to let things remain as they are until Mr Morse returns, when we will definitely make some disposition of the matter?

Yours &c
F H Whaley.

P. H. Hulbert
Pittsburg

Dissolution
Wholly Dalton
Morse, Dalton
Morse Wholly
June 10 '89

San Diego June 10/89

Esq

Sir

You will see from examination
ns in former proposition were
sets erroneous being intended
as a preliminary looking to a settlement -
In order to getting interest separate I
will agree if accepted within three day
to take the following property deeding
my interest in remainder to yourself and Mr
Morse viz Each party paying mtge on their respective Sub-

S½ 2 — 44 Fortons
N½ 6 — 44 "
S½ 6 — 44 "
1.2.10.11.12 — 40 M.T.
Blk 102 "

This settlement has no reference to notes
and mortgages due the firm or any property
in Morse addition now in course of
settlement -

Very truly
R H Dalton

Received June 10/89
about 4 pm
Th Rew

San Diego June 10/89

Thos Whaley Esq
City
Dr Sir

You will see upon examination that valuations in former proposition were in many respects erroneous being intended as a preliminary looking to a settlement - In order to get my interest separate I will agree if accepted within three days to take the following property deeding my interest in same to yourself and Mr Morse viz Each party paying mtge on their respective lots

S½ 2 — 44 feet
N½ 6 — 44 "
S½ 6 — 44 "
1.2.10.11.12 — 40 M.J.
Blk 102 "

This settlement has no reference to notes and mortgages due the firm or any property in Morse addition now in course of settlement -

Very truly
R H Dalton

Received June 10/89
about 4 pm
Thos W

June 10/89 about 2 pm

I saw Dalton in his office 922 5th St. and said to him:— I accept your proposition — you can see Moss and arrange with him to join together. He said I don't understand you. I then said: I take the property marked "Dalton or Whaley interest", and you can arrange with Mr Moss to take the other property marked "Moss & Whaley or Moss & Dalton interest". I also said:— You omitted fractional lot @ 7th that you can include in the "Moss & Dalton" lot. I also said:— I suppose you include the four lots in the 10 acres at La Mesa? Dalton replied, Yes. These were all the conversation between us at that time.

Some time after this, and before delivering his letter to me at 4 pm, Fitzgibbons was for a long time in Dalton's office talking with him.

S½ D — 44 Avalon	W.
N½ b — 44 "	M.
S½ b — 44 "	D.
H — 43 "	Undivided.
K — 754 N.S.	D.
I — 781 "	M.
D — 786 "	
J — 751 "	D.
b — 770 "	D.
Block 127 M.T.	W.
1.2.10.11.12 — 40 "	D.
4.5.7.8.9 — 41 "	W.
3.10 — 4 "	D.
Estudillo purchase	
Fitch property	D.
10 acres La Mesa lot	H
E½ — 17 Carrillos	W.
Block 102 M.T.	M.

June 6/89 Dallas Days of me were put a valuation on the above lots thus to wit Campbell

June 10 89
6 o'clock p.m.

Mr. R. H. Dalton
City.

Dear Sir:

Having this day at Six o'clock P.M. accepted your proposition made the 8th inst, I am surprised at your attempt to withdraw the offer, and making another so different from that contained in yours of this date received by your hand at four o'clock p.m.

I shall not consider this latter proposition, but shall hold you legally to the former.

Yours Truly,

F. W. Haley.

June 8/89, at 8 pm. Sent Dalton corrected copy of this letter, changing "from" to "as" and "by" to "from". Copy in Book of Mahany & Mouland.

Letter written on typewriter, mailed by Mouland

Folio 630

STATEMENT.

San Diego, Cal. June 1st 1889

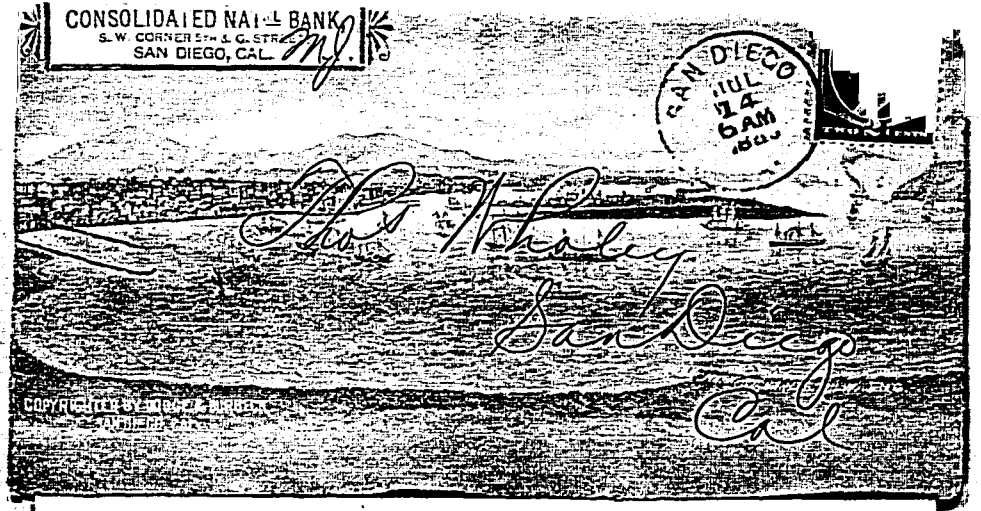
M. J. Schulenberg and Rifenberg
for E. Whaley El Cajon

In account with WEST COAST LUMBER CO.

Office, corner D and India Streets.

ONE PER CENT. PER MONTH WILL BE CHARGED ON ALL BILLS OVERDUE.

19				
April	1	To Stock Rend	204	23



United States of America.

San Diego, Cal., July 13 1889

SIR:

Please take notice that a certain Promissory Note dated July 13 — 188 9. for the sum of One thousand Dollars ($1,000.00) payable One Year after date drawn by You in favor of R W Waterman, Trustee. Endorsed by was this day presented by me, a Notary Public at the Bank of Commerce and payment thereof demanded, which was refused, and the said Promissory Note having been dishonored, the same was this day Protested by me for the non-payment thereof, and the holder looks to you for the payment of the same, together with all costs, charges, interest, expenses and damages already accrued, or that may hereafter accrue thereon, by reason of the non-payment of said Promissory Note

Very respectfully,

Monroe Johnson
Notary Public.

To Thos. Whaley
San Diego,
Cal.

No notice Received of the time of Payment

F. H. WHALEY. R. MOMAND.

MORTGAGES BOUGHT AND SOLD
CAPITAL INVESTED
LOANS NEGOTIATED
PROPERTIES MANAGED
TAXES PAID
RENTS COLLECTED
TITLES EXAMINED

WHALEY & MOMAND

SUCCESSORS TO MORSE WHALEY & DALTON

REAL ESTATE DEALERS AND GENERAL AGENTS.

CONSTRUCTION OF BUILDINGS MANAGED
PROPERTIES SUBDIVIDED AND PUT ON THE MARKET
LANDS BOUGHT, SOLD AND EXCHANGED ON COMMISSION.
HEADQUARTERS FOR SAN DIEGO COUNTY RANCH LANDS.

Rooms 3.4.5
MORSE WHALEY & DALTON BLOCK

San Diego, Calif. 6/3 1884

Mr Whaley

Mr Dalton has taken charge books &c. Mr Bacon was in & paid bo, I gave him receipt as we understood — 6 mo's privilege — Have closed sale of D St property — to Phelan & Bruny. Am very busy will get down to see you abt 5 P.M if possible

yrs &c
Momand.

JULY
1889

F. H. WHALEY. R. MOMAND.

MORTGAGES BOUGHT & SOLD
CAPITAL INVESTED
LOANS NEGOTIATED
PROPERTIES MANAGED
TAXES PAID
RENTS COLLECTED
TITLES EXAMINED

WHALEY & MOMAND

REAL ESTATE DEALERS

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AND GENERAL AGENTS.

CONSTRUCTION OF BUILDINGS MANAGED
PROPERTIES SUBDIVIDED AND PUT ON THE MARKET
LANDS BOUGHT, SOLD AND EXCHANGED ON COMMISSION.
HEADQUARTERS FOR SAN DIEGO COUNTY RANCH LAND.

ROOMS 3.4.5
MORSE WHALEY & DALTON BLOCK

San Diego, Calif. July 15th 1889.

Dear Mr. San Francisco, Cal.

Your two letters of the 12th came duly to hand. But as you intend returning soon I shall not attempt to answer them. I enclose Wells Fargo order for $20, and $5.00 currency to get anything extra with you with. I am sorry it is your intention to leave on the Santa Rosa on the 20th so I shall not send you any more money, but should you determine to remain longer than the 20th you will let me know immediately in time as to send you more money on the 22nd, you can do as you like about that. If and feeling well you had better come home when it is warmer and you will be more comfortable. Your tickets are good for 60 days from date yet and may be extended to 90 days. I will try to have the house cleaned up and put in order before you return, the janitor having offered to do it for me. Give my love to your mother & Amelia. If I can do more for you I would do more for them. The times are dull but hope they will not always be so. With love. Yours Thos. F. Whaley

P.S. I think I will write Davis & request him to pay the note to you on the 1st Sept. I am sorry every nickel he should have.

c/o his son 92 Broadway, Oakland

I have written Davis a strong letter told him to go immediately to see you at 724 Calif St and pay you the $20, even if he had to borrow it, that you were as hard up for it as he was when he borrowed it from me in S.D. that times had changed him in San Diego, otherwise I should not write such a letter to him requiring him to pay the money, which he must do at least the principal - the interest I care not a cent about. If this does get the $20 for you I may as well give it up for the present

Yours

No. ..... $ 6.00 San Diego, July 26th 1889

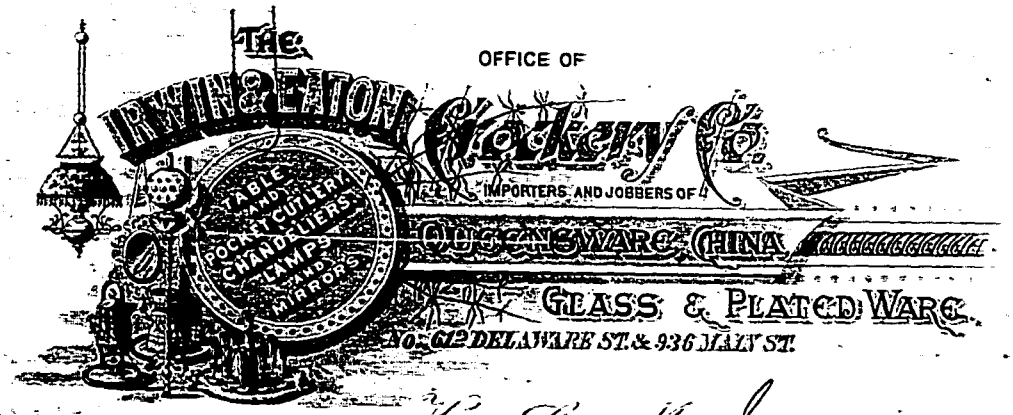
Received from Thos. Whaley

Six Dollars,

Being amount of ~~Subscription~~ Dues to the work of the SAN DIEGO CHAMBER OF COMMERCE for the months of July 1st to December 31st 1889.

Theo. Fintzelberg
Fin'l Sec'y
Collector.

SAN DIEGO UNION



L. E. IRWIN, Prest.
J. F. EATON, Vice Prest.
J. R. IRWIN, Secy.

Kansas City, Mo. Jany 5th 1889

Mr Dalton

How are you? How are things? I may be out in Feby as usual. I own 20 of the best lots in the S.D. Land & Town Co's add. and owe on payment due Mch 1st of $4100. which entitles me to a deed for the 20.

I am in so many things here that I may wish the property to take care of itself. If it were here I could easily arrange it – do not know if there is any money in San Diego to loan on Mortgage. Will you kindly inform me if I could borrow that amt for one or two years and at what cost to me in Interest & Commission. They ought to be worth 1000 ea, at 500 ea it would be only 1/4 and here my name would be worth something besides. My wife owns Lot 1 Blk 9 Coronado which I would like to have a

Cash offer us. We have had a delightful winter so far - but we'll catch it yet, it is now getting colder.

Let me hear from you at your convenience.

Yours truly

L. E. Grant

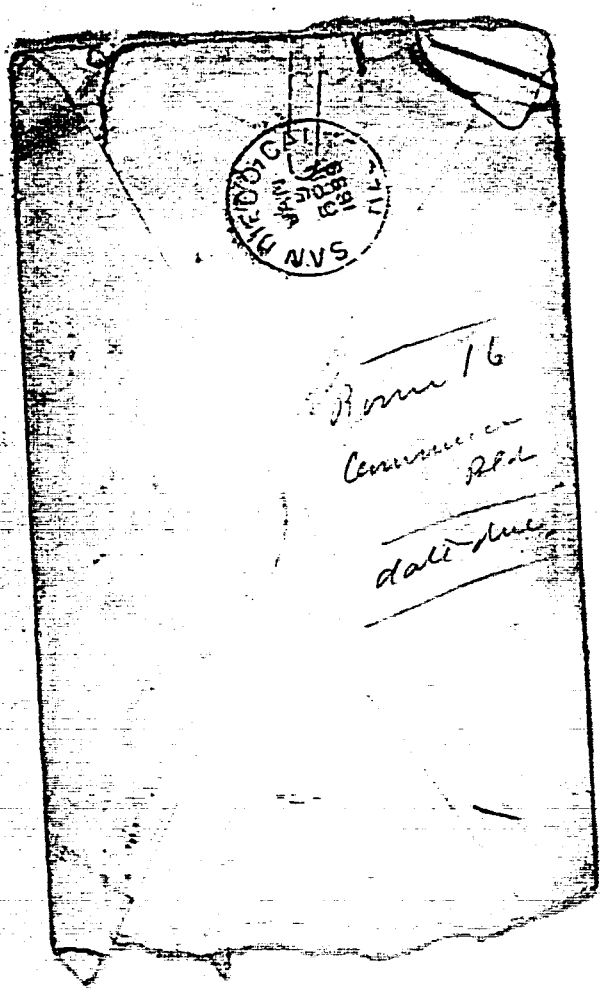
The lots are as follows

13 & 14 in 188, 31 & 32 in 189, 29 & 30 in 142, 29 to 36 in 190, 15 to 20 in 141.

IRWIN & EATON CROCKERY COMPANY,
IMPORTERS OF
QUEENSWARE AND GLASSWARE.
612 DELAWARE STREET,
KANSAS CITY, MO. July 5, 1889

KANSAS CITY
JAN 5
6 PM
MO

Mr Dallin
% Wholey & Dallin
San Diego
California


SAN FRANCISCO
NAVS
Form 16
Communication
Rpd
date due

TELEPHONE No 874

Office of

The Blythe Company

ROOM 22. SAFE DEPOSIT BUILDING.

328 Montgomery Street.

San Francisco, Cal. 18 July 1889

Baly.

ardi

Your postal copy of July 16th is received. I can the larger payments you time; and I have no land Cooks estate sold at auction — some half mile distant and I do not want to pay you time, for I am trying to get to pay for the street paving soon be payable. I could, five hundred dollars now, and to put off payment for the street work; if that will keep you quiet for six months longer. I am very busy here, and do not want to be annoyed by other matters if I can avoid it; and will make this effort to accommodate you, if that will satisfy you under the circumstances. I remain

Very Respt Yours

Thomas H. McKoon

Telephone No. 874

MAPS MADE.
CAPITAL INVESTED.
PROPERTIES MAN-
RENTS COLLECTED.
CONSTRUCTION OF BI
PROPERTIES SUBDIVIDED
LOTS SURVEYED
FOR SALE DIRECT
NO HIGHER

July 18/1889
McKoon
owes Th. Wh.
money will
pay part of
the assists

Immediately

GEO. W. TOWLE, JR.
ATTORNEY AT LAW,
SAFE DEPOSIT BUILDING, ROOM 22.
328 Montgomery Street,
SAN FRANCISCO, CAL.

Telephone No. 674.

SAN FRANCISCO JUL 18 1 PM 89

Mr. Frome Whaley
(Morse Whaley & Dalton Building)
San Diego
Calif.

WHALEY & MOMAND,
SUCCESSORS TO
MORSE WHALEY & DALTON

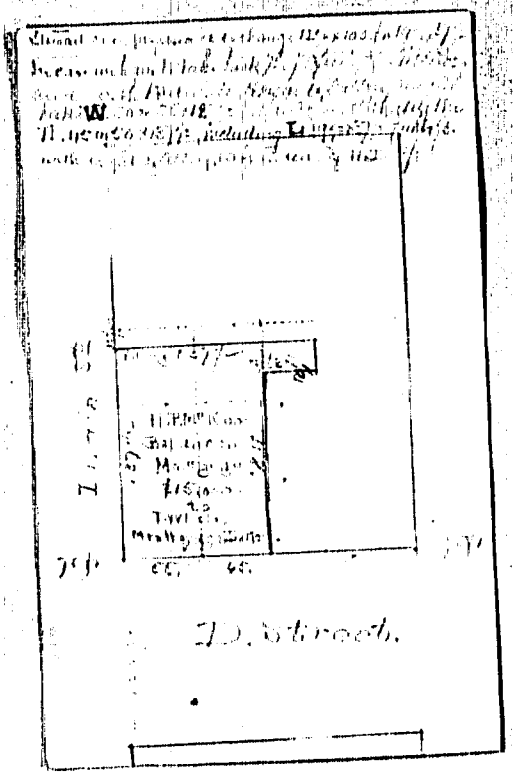
F. H. WHALEY
R. MOMAND

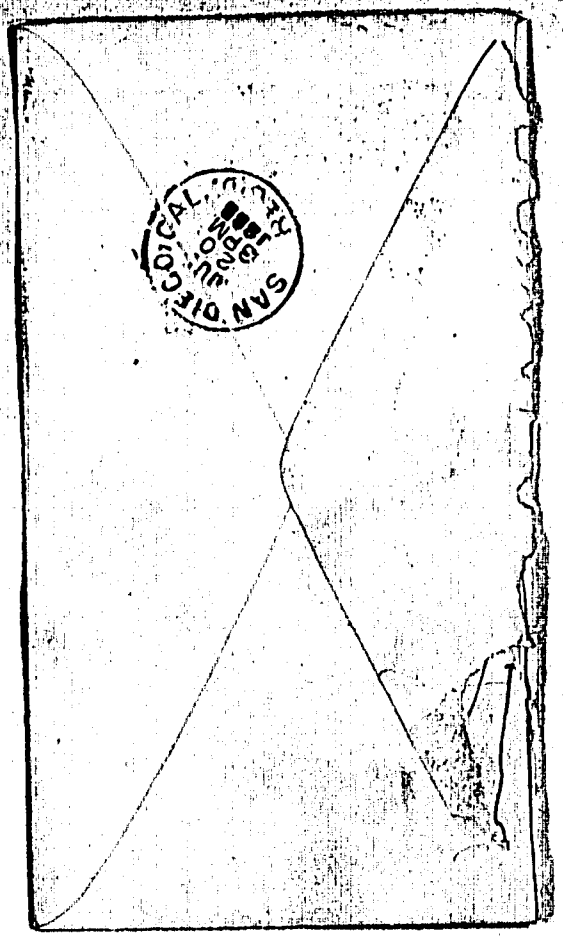
Established 1880

REAL ESTATE
DEALERS
AND
GENERAL AGENTS.

MORTGAGES BOUGHT & SOLD.
CAPITAL INVESTED. LOANS NEGOTIATED.
PROPERTIES MANAGED, TAXES PAID.
RENTS COLLECTED, TITLES EXAMINED.
CONSTRUCTION OF BUILDINGS MANAGED.
PROPERTIES SUBDIVIDED & PUT ON THE MARKET
LANDS BOUGHT, SOLD & EXCHANGED ON COMMISSION.
HEADQUARTERS
FOR SAN DIEGO COUNTY RANCH LAND.

MORSE WHALEY & DALTON BLOCK.
San Diego, Calif.




SAN DIEGO HISTORICAL SOCIETY
JUL 1 1 1980

TELEPHONE No 874

Office of

The Blythe Company

ROOM 22. SAFE DEPOSIT BUILDING.

328 Montgomery Street.

San Francisco Cal. 18 July 1889

Wm. Thomas Whaley
San Diego, Calif.

Dear Sir

Your pencil copy of letter bearing date July 16th is received. I can not make any of the larger payments you mention, at this time; and I have no land adjoining that of the Cowles estate sold at auction — the nearest being some half mile distant and of different quality. I do not want to pay you anything just at this time, for I am trying to get together money enough to pay for the street paving which will probably soon be payable. I could, possibly, let you have five hundred dollars now, and try to put off payment for the street work; if that will keep you quiet for six months longer. I am very busy here, and do not want to be annoyed by other matters if I can avoid it; and will make this effort to accommodate you, if that will satisfy you under the circumstances. I remain

Very Respt Yours
Thomas H. McKoon

STATEMENT

San Diego, Cal., July 31 1889

Mr Thos Haley

E. F. ROCKFELLOW,

MANUFACTURER AND DEALER IN

Fine Boots and Shoes.

YOUNG'S BLOCK, 757 AND 759 FIFTH STREET.

TERMS STRICTLY CASH.

July 30	1 Pr Shoes	3 50	
" "	1 " Tan Ox	2 00	
			5 50

Paid
E F Rockfellow

9781
106
$ 9887 Tax

on 100 X 137½ ft
in Fitzgerald Track

Value 5875
10% off 587
5288

Tax $98.87. which with
tax on other property was paid
by R. Howard. and also by Mrs McK.
claiming to have done so. Mr. Mack
tax collector gave Mrs McK order on
Bank for $98.87 I owe it to him and
to be credited when those settlements
with the Road Commissioner & Mayor & Aldermen

San Diego, Cal., _____ 188__. No. _____

Consolidated National Bank,

S. W. CORNER FIFTH AND G STREETS.

Pay to _____ or bearer, $ _____

_____ Dollars.

Mortgage

Date June 9/55.

Hiram P. McKown

To

Byrach Howard

Thos Whaley

R. H. Dalton

Com at a stake 12[illegible] ft of N.W. Cor. of Blk 53, N.O.R.R. thence N 187½ ft, thence E. 137½ ft, thence S 19½ ft, thence W. 37½ ft thence S. 168 ft, thence W. 100 ft to beginning.

Now the proceeds of the sale of the above property mentioned in this mortgage shall not be sufficient to pay the full amount due on the mortgage together with interest, costs & expenses, the balance due may be collected of the said party of the first part under the judgment rendered in the proceeding to foreclose this mortgage as security for the payment of said note the sum of $1500 dollars, gold coin of U.S. with interest according to the terms of

3 certain promissory
notes of date June 9
1888 - the words and
figures following.

Regular Form
~~Call R'R Note~~
D.D. June 9/88

$5.000. Left Wed
one month
to order of R.W.D -
Thirty & B.H.
Int 13 p/c per an-
num payable quarterly
5 p/c Commission
each end of note says:-
"This note is secured by
mortgage on real estate
of even date herewith."
(Signed) Hosmer P. McKim

Paid June 9/88
before Jas. A. Dillon
Clerk

Record June 13/88 2.10 pm
Book 89 Page 157.
— over —

Has with R.R. order of R.W.D. thru P. 67.000 terms being of mortgage with 2 notes

San Diego, Cal., _____ 188_

Consolidated National Bank,

S. W. CORNER FIFTH AND G STREETS.

Pay to _____ or bearer, _____ Dollars.

CONSOLIDATED NATIONAL BANK,

S. W. Corner Fifth and G Streets.

San Diego, Dec 5th 188 8

Received of Thos Whaley *for collection and credit the following notes, drafts, etc.:*

PAYER.	Amount.	Due Date.	Credit Proceeds to
H. P. McKoon	$500	Dec 9/88	

JOHN GINTY, Cashier

by G. Stevens *Teller*

Interest a/c McRoberts.

$ 5.000.-	June 9/88
162.	3 mos to
5.162	Sept 9/88
168.	3 mos to
5.330.	Dec 9/88
144.	2 1/2 mos to
5.474.	Feby 25/89
500.	Paid
4.974.	
27.	1/2 mo to
5.001.	Mar 9/89
163.	3 mos to
5.164.	June 9/89
84.	2 1/2 mos to
5.248.	July 25/89
500	Paid
4.748.	
77.	1 1/2 mos to
4.825.	Sept 9/89
157.	3 mos to
4.982.	Dec 9/89
81.	1 1/2 mos to
~~Amt. $ 5.063.- Jan 25/90.~~	

Time of next payment.
See McRoberts letter.
July 23/89.

An O

An Ordinance,

Granting to "The San Diego Telephone and Messenger Service Company" the right to construct, lay, maintain, use and

TELEPHONE No 674

Office of

The Blythe Company

ROOM 22. SAFE DEPOSIT BUILDING.

328 Montgomery Street.

San Francisco, Cal. 23 July 1889

Mr. Thomas W. Haley
San Diego.

Dear Sir,

In reply to your letter of July 20th, I inclose you check for five hundred dollars, to be indorsed on my note to you secured by the mortgage to you, Howard & Dalton; so that the whole matter, so far as you are concerned, may stand over for six months longer. I hope I can stand off the street paving bill for some time yet.

Thanking you for the courtesy shown by your letter, I remain

Very Respectfully,
Thomas H. McKoon

McKoll
Aug 23/89

AUG
1889

F. PICO,
SAN DIEGO.

PUENTA HAY AND GRAIN MARKET.

WM. R. ROWLAND,
LOS ANGELES.

San Diego, Cal., Aug 31st 1889

Mr Thomas Whaley

Bought of

Francisco Pico & Co.,

WHOLESALE AND RETAIL DEALERS IN

GRAIN AND HAY — All kinds of STOVE WOOD

Office, Foot of Fifth St., Cor. of L St., Opp. Steamship Co.'s Office. Telephone 197.

Warehouses, Cor. G & Union Streets. Telephone No. 144. P. O. Box 781.

1	Bale Barley Hay 145 lbs	50	75

Rec'd Payment
Francisco Pico & Co
per Jarnet

Oct 1/89

WAS IT CONSPIRACY?

NEALE BRINGS SUIT FOR $75,000 DAMAGES AGAINST

Judge J. J. Henderson and Thomas Whaley for the Part They Played in the Sweetwater Case.

A complaint was filed in the Superior Court, department No. 1, this morning, by George Neale, against Thomas Whaley and J. J. Henderson, in which the plaintiff claims damages to the amount of $75,000. The suit is one of the many growing out of the litigation between the San Diego Land & Town company and Mr. Neale.

The plaintiff alleges that on August 24th, the day on which the Sweetwater dam was opened, the defendants, Messrs. Henderson and Whaley, maliciously and without any good or sufficient cause or [illegible] filed [illegible] to be [illegible] in the Superior Court a complaint in an action purporting to be [illegible] E. B. Pendleton alleging that [illegible] in litigation and [illegible] no interest therein [illegible]

[illegible] Sweetwater litig[illegible] should [illegible] Land & Town Co[illegible] pay into Court the full amount of the judgment [illegible] Mr. Neale could not touch one [illegible] to pay the attorneys' fees, [illegible] the right of title to the land is determined. It is alleged that Mrs. Pendleton [illegible] the deed to Mr. Neale was [illegible] the transfer [illegible] the transaction [illegible] say what the [illegible] will end [illegible]

NEALE CHARGES BARATRY

Against Whaley and Henderson and Claims Damages.

Another phase in the celebrated suit between Mr. Neale and San Diego Land and Town Company was brought up yesterday by the filing of a complaint by George Neale against Thomas Whaley and J. J. Henderson, in which he claims damages to the amount of $75,000. The complaint sets forth that on the date of the opening of the Sweetwater dam, August 24th, the defendants, wholly without cause, filed a complaint in the Superior Court purporting to be the suit of E. B. Pendleton, stating that Neale had no interest in the reservoir lands, but that Pendleton owned it.

The plaintiff further states that it was known to the defendants that Pendleton had no interest in the property and that the action was brought simply to beclood the title of the plaintiff and to defeat the collection of the $122,000 judgment against the company.

The new case will prevent Mr. Neale from taking the money even if it is paid in to the court. It is stated that Mrs. Pendleton, from whom Neale got the deed, was non compos mentes, and the deal was therefore void.

In the Neale case Judge Rowell heard arguments yesterday on the question as to whether Mr. Thomas Whaley, the agent of Mr. Pendleton, should state the contents of Mr. Pendleton's letters. The matter was not decided and will not be till the Judge returns from San Bernardino on Sept. 9. Union Aug 29 189

COMMENTS ON THE DAM SUIT.

The tendency of comment in our exchanges on the subject of the outcome of the Sweetwater dam suit is generally adverse to the verdict of the jury. The Chronicle states the case and comments thereon as follows:

The verdict on the dam suit is worse than that reported from the first trial, and the complaints that a new case of assessment of damages was secured against its interests, namely, that a jury must value the land by its prospective value instead of by its actual value at the time of condemnation, though such prospective value is dependent upon the expenditure of the labors of the person or company condemning the land. In other words, that if one condemns ten acres of land, worth $200 an acre, for the purpose of erecting a $100,000 hotel on it, the jury must assess the damages upon the basis of the ten acres with the hotel on it, instead of upon the basis of its actual value of $200 an acre.

If the San Diego Land and Town Company is right in its contention, no one can blame the corporation for modifying the decision of its claim, recovering the land and restoring it to its own [illegible]. Certainly it is not a reasonable proposition, whatever may be the law, that a company seeking to condemn land for a public use should be compelled to take the owner of the land into partnership and divide with him the profits of the enterprise even before they are made or are available. The Constitution of the State provides that private property shall not be taken or damaged for public use without just compensation having been first made to the owner, which compensation shall be ascertained by a jury; but it would certainly seem that the jury could not take into consideration, in ascertaining such compensation, the special accretion in value created by the public use it sits.

The Banning Herald has taken a somewhat peppery view of it, but still the view that is liable to go abroad and damage the county in doing so. The Herald says:

San Diego county has damned herself in the eyes of the capital of the country. Who wants to invest money in a community that will produce the witnesses and the jury who contrived the verdict whereby the San Diego Land and Town Company is compelled to give over $100 an acre for 350 acres of the reservoir site of the Sweetwater Dam? By the way, who were these witnesses, and who constituted that jury? We know the land in question. We have tramped through its cactus. It is twelve miles back from National City, in the midst of an arid waste. Fifty dollars an acre is an enormous price for it on the market. Yet men are found who hold it worth $100 per acre, and compel the company who have expended nearly a million dollars for the improvement of that county to pay for it. The names of the witnesses and jury ought to be published for general use. No such blow has fallen on that county. The verdict is an outrage and should be set aside.

The Herald's view is an intemperate one, in view of the fact that the Land and Town Company were the first to err in the premises, in not complying with the requirements of the Constitution, and compensating the owner for the land before taking it. But for all that, it still remains true that when the company began the undertaking, the land in question was worth very little as land, and it is difficult to see wherein it is worth more as a portion of a reservoir site than as land for productive uses.

The offer of $75,000 telegraphed from Boston ought to have settled the controversy, and preserved the contents of the dam from wasting.

PAPERS FROM PENDLETON

Judge Henderson Will Not Give Them Up

And the Court Will Consider the Question Whether He Shall be Compelled to or Not—Whaley's Testimony.

The case of George Neale vs. Thomas Whaley and J. J. Henderson which came up at 2 o'clock in Department 3, Superior Court, before Judge Rowell. Defendent J. J. Henderson on the witness stand was asked to produce letters from him about the Pendleton case and refused.

Mr. Henderson while being sued as as co-defendent in this action, also occupies the conspicuous part of an attorney in case, and considerable ill feeling appears to exist between either party, it being claimed that the whole proceedings is a conspiracy to cloud the title to the Sweetwater reservoir site property now in litigation.

MR. WHALEY'S TESTIMONY.

At 4 p. m. the court adjourned to take the deposition of Mr. Whaley at the Horton house at 9 a. m. today, at which hour Mr. Whaley was sworn, and testified as follows:

"I know Mr. Pendleton; he resides at Alexandria, Louisiana. I have known him personally since 1851; I am his agent here; I believe he has interests in property here; I have had charge of them; I have not paid any taxes for him during the past four years, before that I paid taxes on property which I believe he was interested in. They were made out in Mrs. Pendleton's name; I received rents for her and gave receipts in her name; I am acquainted with the property in dispute and remember the time Mr. Neale bought it. I wrote to Mr. Pendleton a few days after the sale. I received a telegram from him before that; don't know whether it is now in existence or not. It mentioned about the sale of the ranch and wanted me to make inquiries about it. I was subpenaed to produce all letters and papers passing between us, but I don't propose to do it."

Mr. Henderson here interrupted and said that all letters and papers were in his possession, and refused to produce them.

Mr. Whaley resumed: "I last saw the copy of the letter to Pendleton three weeks ago"

A great deal of time was taken up arguing the point whether Mr. Whaley should be allowed to repeat the contents of these letters, but Dr. Remondino stating that Mr. Whaley was not feeling well an adjournment was taken.

OPINION ON THE NEALE CASE.

Sun Aug 29 189

The *Examiner* gives the following leader to San Diego's *cause célebre*:

"It is fortunate that the members of the Senate Committee on Irrigation are here just at this time. They have had an object lesson in the need for their work. The San Diego Land & Town Company has decided to let 5,000,000,000 gallons of water run to waste after having stored it at great expense behind the most massive dam in the Southern country, because a grasping landowner has secured a judgment for an extravagant price for the land used in the construction of the reservoir.

"This is the sort of thing with which California has been cursed. Litigation has dogged the footsteps of irrigation and every enterprise designed to develop the wealth of the State by the application of water to its thirsty lands has had to fight its way through a horde of obstructionists. If the site of the Sweetwater storage reservoir had been reserved by the Government in the beginning, instead of being allowed to go into private ownership, San Diego county would have had the benefit of all the opportunities that it afforded. The 500 sites already reserved through the action of the Senate Committee mean ten times 500 lawsuits prevented.

It is a pity that the government did not foresee forty years ago what irrigation

fondants at the time knew that E. B. Pendleton had no interest whatever in the property and that they brought their action in Court alleged to be for the sole purpose of annoyance and [illegible] throwing [illegible] upon the [illegible] purpose of [illegible] against the San [illegible]

Mr. [illegible] has been [illegible] into judgment [illegible] even to pay the attorneys' fees, until the rights of title to the land is determined. It is alleged that Mrs. Pendleton who gave the deed to Mr. Neale was compus mentes when the transfer was made, and that hence the transaction is illegal.

It seems difficult to say where the Sweetwater litigation will end.

NEALE CHARGES BARATRY

Against Whaley and Henderson and Claims Damages.

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[illegible] advertising [illegible] in value created by the public [illegible]

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Sun - Aug 29/89

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It is a pity that the government did not foresee forty years ago what irrigation could do for the W[illegible] It has been sensible enough to learn from the Pueblo Indians and from the Mexicans something about the way to manage an arid country, we should have been a good deal richer than we are to-day. But the huge territory west of Louisiana was annexed without any thought for the future. It was allowed to fill up with all sorts of inappropriate and inconsistent vested rights and interests. The old English Riparian law was permitted to take root under a sun whose glaring rays blanched its absurdity. The natural opportunities for a comprehensive irrigation system were left to be chopped up and misapplied at the whim of private rapacity.

"But at last the eyes of the country are open. The magnificent possibilities of the American Egypt [illegible] countless potential Niles are [illegible] to be understood. The [illegible] consulting the [illegible] will be able to spend [illegible] on irrigation next [illegible]

[illegible] as courts of [illegible] represent the rough, [illegible] justice that obtains among the [illegible] and San Luis, have a right [illegible] Neale may force with [illegible] should come out at the end of [illegible] his unwatered land [illegible] an acre [illegible]

THE COMPANY'S APPEAL

[illegible]

The attorneys of the San Diego Land & Town Company gave notice of appeal on a $250,000 bond, last Tuesday, from the order denying a stay of execution in the company's suit against George Neale et al, in the matter of the Sweetwater reservoir lands. Yesterday the defendant's attorneys notified plaintiff's attorneys that on September 14th, at 10 A. M., they would apply to the Supreme Court at San Francisco to dismiss the appeal "on the ground that said appeal is not permitted or allowed by the laws or Constitution of the State of California, and on the further ground that if such appeal in any case be allowed or permitted, appellant has waived its rights thereto, and is now estopped from prosecuting any appeal in the premises."

They also notified plaintiff's attorneys that, on Friday next, in the Superior Court of this county, defendants will move for an order directing the execution of judgment, notwithstanding the appeal, on the ground that an appeal cannot be taken in a case of that kind.

THE PENDLETON PHASE OF IT.

A further proof that the notice given by J. J. Henderson, a few hours before the stay of execution was denied, that Eugene B. Pendleton of Alexandria, Louisiana, would intervene as a representative of his wife to claim the judgment awarded by the Court for the reservoir lands, is afforded in the presence here of M. C. Moseley of Alexandria, who arrived Thursday at the Horton House. Mr. Moseley is a leading attorney of that city and comes as counsel for Pendleton, who claims that his wife was not in her right mind at the time she sold the lands to Neale, the transaction being by letter, and that her title was, therefore, never divested by deed to Neale. Mr. Pendleton was formerly County Clerk here in the early days, and this land was acquired by him before removing to the South. He married there and his wife has never visited San Diego county. Her sale to Neale was not learned of by Mr. Pendleton until a long while afterward.

Mr. Moseley will also take charge of the case in the matter of securing depositions at Alexandria. J. J. Henderson and Conklin & Hughes, of this city, have been associated with him as Pendleton's counsel.

Thomas Whaley has been acting as Pendleton's agent, and the presence of Mr. Moseley indicates further that the suit brought by Neale for $75,000 damages against J. J. Henderson and Thomas Whaley, charging them with conspiracy to cloud his title to the reservoir lands, was somewhat premature, the evident desire was to secure Whaley's faith to assist the [illegible] Neale's suit [illegible] Argument was [illegible] Rowell [illegible] the left [illegible] received from [illegible]

THE ATTORNEY HERE.

Mr. Pendleton's Legal Representative on the Ground.

San Diego "Union" Saturday Aug 31/89

And the Complications in the Sweetwater Dam Case Grow Even More Interesting—The Motion to Compel Whaley to Testify Taken Under Advisement.

The case of Neale vs. Henderson and Whaley came up again before Judge Rowell in Department 3 of the Superior Court this morning, Hunsaker and Deakin appearing for the plaintiff and Conklin & Hughes for the defendants.

The question now at issue is as to whether Mr. Whaley can be compelled to testify to the contents of letters which passed between himself and Major E. B. Pendleton, the new claimant to the land over which so much controversy has arisen between Neale and the San Diego Land & Town Company. To briefly state the case it appears that Whaley has for some time past been acting as land agent here for Major E. B. Pendleton, a citizen of Louisiana. At one time at least Major Pendleton owned the land now occupied by Neale in the Sweetwater valley. In the course of his business Mr. Whaley received communications from Mr. Pendleton. Later there came instructions for Mr. Whaley to recommend a local attorney to look after the interests of Mr. Pendleton. Mr. Whaley recommended Judge Henderson. Then a letter came from Mr. Pendleton's attorney directing Judge Henderson to take the case in hand. With this all papers and documents were turned over by Whaley to Henderson.

When Henderson, as attorney, filed a claim to the property, a counter suit was brought by Neale, charging Henderson and Whaley with conspiracy, or as the learned legal gentlemen call it, "barratry," which is said to mean "encouragement of lawsuits"—a crime that is certainly serious enough.

To sustain his case Neale's attorneys demanded the production of the correspondence between Henderson or Whaley and Pendleton. Henderson declined to give up the papers, claiming the privileges of an attorney to keep secret the affairs of his client, and the Judge promptly sustained Henderson.

Then an effort was made to have Whaley give testimony as to the contents of the letters which passed through his hands, Neale's attorneys claiming that the rule which might apply to attorneys should not apply to agents.

This point was argued all the morning, and Judge Rowell took the matter under advisement until Monday, September 9.

ATTORNEY MOSELEY HERE.

Major Pendleton's attorney who directed Judge Henderson to proceed in the case is M. C. Moseley of Alexandria, Louisiana. Mr. Mosely is now in the city, having quietly arrived here Thursday evening. He was seen today at the Horton house, but with the usual caution of an attorney, declined to enter into any of the details of the case. He said, however, that Major E. B. Pendleton and his wife were now, and had been for some time, living on a plantation they own some [illegible] miles from Alexandria,

THE CONTINGENT FEE

Union — Sept 7/89

WHICH ATTORNEY DEAKIN EXPECTS FROM THE NEALE CASE.

Neale not Altogether to Blame—He has Nothing to Say About the Conduct of the Case—And has Secured Deakin's Obligations to a Large Amount.

The case of the San Diego Land and Town Company versus Neale, by the peculiar series of facts consequent to it both before and since a judgment was rendered, has become a celebrated case. Mr. Neale and his coadjutors have met with very little sympathy from the public and have been the recipients of considerable abuse, and are looked at in the light of obstructionists to the public good.

Certain facts have arisen and have come to the ken of a UNION reporter which may be of interest to the public, and which show that all the force of public opinion should not perhaps be borne by Mr. Neale, but should be shouldered by his attorney, J. E. Deakin, who, it seems, has entire control over Mr. Neale's action.

Wallace D. Dickinson is a party directly interested in the famous case, and of course any statement made by him would be regarded by the public as prejudiced and open to question. However, Mr. Dickinson gives his authorities, and if his statements are open to question, the parties he cites will undoubtedly be heard from. The reporter found that Mr. Dickinson was willing to be quoted, and was aware of most of the statements which had already come to the reporter's knowledge. These stories were as follows: That Mr. Neale was not a free agent in the matter, as Mr. Deakin had taken the case on a contingent fee, and held Neale's written contract to that effect, agreeing to leave the conduct of the suit entirely in the attorney's hands. That besides this, Mr. Neale had backed Mr. Deakin's paper to a large amount.

Mr. Dickinson, when questioned by a UNION reporter yesterday anent these rumors, said:

"Yes, I have heard them, and have verified them enough to satisfy myself. The other day I met Mr. Smith, of Sunnyside, near the Sweetwater; he told me that he had asked Neale why he did not accept the $75,000, and that the latter replied that he could not, as Deakin had his agreement to let him conduct the case without any interference on his (Neale's) part. He also said that Neale told him that Deakin had gone in on the Santa Rosa deal, and in order to assist him he had secured about $20,000 worth of his paper.

"Mr. A. H. Julian the plumber, whose place of business is on Fifth street, between H and I, told me that Neale had said the same thing to him about Deakin's having taken the case on a contingent fee; that he (Neale) had nothing to say about what should or should not be done, so that he could not have accepted the $75,000 even if he had so desired."

It is a matter hardly open to question that the other lawyers employed by Neale, Judge Anson Brunson of Los Angeles, and Hunsaker & Britt of this city, all advised him to take the proffered compromise, but that Mr. Deakin's objections were so potent that the offer was declined.

Further investigation on the reporter's part corroborated the statement in reference to Deakin's paper, secured by Neale. Altogether the case seems to

[illegible]

[illegible] apply to the Superior Court of San Francisco [illegible] on the ground that [illegible] or allowed by the laws of Constitution of the State of California, and on the ground that if such appeal in any case be allowed or permitted, appellant has waived its rights thereto, and is now estopped from prosecuting any appeal in the premises."

They also notified plaintiff's attorneys that, on Friday next, in the Superior Court of this county, defendants will move for an order directing the execution of judgment, notwithstanding the appeal, on the ground that an appeal cannot be taken in a case of that kind.

THE PENDLETON PHASE OF IT.

A further proof that the notice given by J. J. Henderson, a few hours before the stay of execution was denied, that Eugene B. Pendleton of Alexandria, Louisiana, would intervene as a representative of his wife to claim the judgment awarded by the Court for the reservoir lands, is afforded in the presence here of M. C. Moseley of Alexandria, who arrived Thursday at the Horton House. Mr. Moseley is a leading attorney of that city and comes as counsel for Pendleton, who claims that his wife was not in her right mind at the time she sold the lands to Neale, the transaction being by letter, and that her [illegible] deed to Neale [illegible] was formerly Cassidy Chase here in the early days, and this land was acquired by him before removing to the South. He married there and his wife has never visited San Diego county. Her sale to Neale was not learned of by Mr. Pendleton until a long while afterward.

Mr. Moseley will also take charge of the case in the matter of securing depositions at Alexandria. J. J. Henderson and Conklin & Hughes, of this city, have been associated with him as Pendleton's counsel.

Thomas Whaley has been acting as Pendleton's agent, and the presence of Mr. Moseley indicates further that the suit brought by Neale for $75,000 damages against J. J. Henderson and Thomas Whaley, charging them with conspiracy to cloud his title to the reservoir lands, was somewhat premature, as the evident design was an action in good faith to assist the prosecution of Pendleton's suit.

Argument was heard before Judge Rowell, in Department No. 3, this forenoon, as to whether Mr. Whaley should be compelled to divulge the contents of the letters received from Pendleton. Hughes and Henderson appeared for defendants and Deakin and Hunsaker for the plaintiff. Judge Rowell [illegible] the matter under advisement [illegible]

Saturday Aug 31/84

And the Complications in the Sweetwater Dam Case Grow Even More Interesting—The Motion to Compel Whaley to Testify Taken Under Advisement.

The case of Neale vs. Henderson and Whaley came up again before Judge Rowell in Department 3 of the Superior Court this morning, Hunsaker and Deakin appearing for the plaintiff and Conklin & Hughes for the defendants.

The question now at issue is as to whether Mr. Whaley can be compelled to testify to the contents of letters which passed between himself and Major E. B. Pendleton, the new claimant to the land over which so much controversy has arisen between Neale and the San Diego Land & Town Company. To briefly state the case it appears that Whaley has for some time past been acting as land agent here for Major E. B. Pendleton, a citizen of Louisiana. At one time at least Major Pendleton owned the land now occupied by Neale in the Sweetwater valley. In the course of his business Mr. Whaley received communications from Mr. Pendleton. Later there came instructions for Mr. Whaley to recommend a local attorney to look after the interests of Mr. Pendleton. Mr. Whaley recommended Judge Henderson. Then a letter came from Mr. Pendleton's attorney directing Judge Henderson to take the case in hand. With this all papers and documents were turned over by Whaley to Henderson.

When Henderson, as attorney, filed a claim to the property, a counter suit was brought by Neale, charging Henderson and Whaley with conspiracy, or as the learned legal gentlemen call it, "barratry," which is said to mean "encouragement of lawsuits"—a crime that is certainly serious enough.

To sustain his case Neale's attorneys demanded the production of the correspondence between Henderson or Whaley and Pendleton. Henderson declined to give up the papers, claiming the privileges of an attorney to keep secret the affairs of his client, and the Judge promptly sustained Henderson.

Then an effort was made to have Whaley give testimony as to the contents of the letters which passed through his hands, Neale's attorneys claiming that the rule which might apply to attorneys should not apply to agents.

This point was argued all the morning, and Judge Rowell took the matter under advisement until Monday, September 9.

ATTORNEY MOSELEY HERE.

Major Pendleton's attorney who directed Judge Henderson to proceed in the case is M. C. Moseley of Alexandria, Louisiana. Mr. Mosely is now in the city, having quietly arrived here Thursday evening. He was seen today at the Horton house, but with the usual caution of an attorney, declined to enter into any of the details of the case. He said, however, that Major E. B. Pendleton and his wife were now, and had been for some time, living on a plantation they own some four miles from Alexandria, Louisiana, and that he had been their legal adviser for a number of years.

"I have points bearing on the case," said Attorney Moseley, "which I believe are absolutely unanswerable, and when they are submitted I expect to have the deed from Mrs. Pendleton annulled."

Mr. Moseley declined to state on what grounds he expected to have the deeds annulled, but the statement has been made by other parties that the deed was given by Mrs. Pendleton during a time when she was temporarily parted from Mr. Pendleton on account of some domestic difficulties, and that Mr. Pendleton was the [illegible] aware of the

the Case—And has Secured Deakin's Obligations to a Large Amount.

The case of the San Diego Land and Town Company versus Neale, by the peculiar series of facts consequent to it both before and since a judgment was rendered, has become a celebrated case. Mr. Neale and his coadjutors have met with very little sympathy from the public and have been the recipients of considerable abuse, and are looked at in the light of obstructionists to the public good.

Certain facts have arisen and have come to the ken of a UNION reporter which may be of interest to the public, and which show that all the force of public opinion should not perhaps be borne by Mr. Neale, but should be shouldered by his attorney, J. E. Deakin, who, it seems, has entire control over Mr. Neale's action.

Wallace D. Dickinson is a party directly interested in the famous case, and of course any statement made by him would be regarded by the public as prejudiced and open to question. However, Mr. Dickinson gives his authorities, and if his statements are open to question, the parties he cites will undoubtedly be heard from. The reporter found that Mr. Dickinson was willing to be quoted, and was aware of most of the statements which had already come to the reporter's knowledge. These stories were as follows: That Mr. Neale was not a free agent in the matter, as Mr. Deakin had taken the case on a contingent fee, and held Neale's written contract to that effect, agreeing to leave the conduct of the suit entirely in the attorney's hands. That besides this, Mr. Neale had backed Mr. Deakin's paper to a large amount.

Mr. Dickinson, when questioned by a UNION reporter yesterday anent these rumors, said:

"Yes, I have heard them, and have verified them enough to satisfy myself. The other day I met Mr. Smith, of Sunnyside, near the Sweetwater; he told me that he had asked Neale why he did not accept the $75,000, and that the latter replied that he could not, as Deakin had his agreement to let him conduct the case without any interference on his (Neale's) part. He also said that Neale told him that Deakin had gone in on the Santa Rosa deal, and in order to assist him he had secured about $20,000 worth of his paper.

"Mr. A. H. Julian the plumber, whose place of business is on Fifth street, between H and I, told me that Neale had said the same thing to him about Deakin's having taken the case on a contingent fee; that he (Neale) had nothing to say about what should or should not be done, so that he could not have accepted the $75,000 even if he had so desired."

It is a matter hardly open to question that the other lawyers employed by Neale, Judge Anson Brunson of Los Angeles, and Hunsaker & Britt of this city, all advised him to take the proffered compromise, but that Mr. Deakin's objections were so potent that the offer was declined.

Further investigation on the reporter's part corroborated the statement in reference to Deakin's paper, secured by Neale. Altogether the case seems to be one of wheels within wheels, with Mr. Deakin in the position of wheel-turner-in-chief.

THE COMPANY'S APPEAL.

Sun Aug 31/89

Judge Aitken Will be Urged to Order Execution of Judgment—Pendleton's Attorney Arrives.

The attorneys of the San Diego Land & Town Company gave notice of appeal, on a $250,000 bond, last Tuesday, from the order denying a stay of execution in the company's suit against George Neale et al, in the matter of the Sweetwater reservoir lands. Yesterday the defendant's attorneys notified plaintiff's attorneys that on

...rries.

T. F. Miller—Pomegranates; Boone's citrons; Belleflower apples; Orange quinces; Bartlett pears; President peaches; King Tomkuis seedling apples.

George H. Bower—Souvenir de Congress, Susquehanna and French Beauty pears.

J. P. R. Hall—Cotton bolls.

J. M. Asher—Date palm fruit; Crawford and Ward's late peaches; Mango seedling; Morris white, Zante currants; dried pears and peaches; Oakland seedlings.

W. H. Ogden—Black Hamburg grapes.

A. L. Holt—Quinces; Crawford peaches.

William C. Peel, of "Rocky Knoll"—Pyramid of Muscat grapes from two-year-old cuttings.

H. Dabney, of Jamacha—Pumpkin weighing 120 pounds.

Thomas Cox—Flaming Tokay and black Hamburg grapes.

El Cajon Vineyard Company—Muscat, Black Hamburg and Flaming Tokay grapes.

A. W. Gilbert—Lemon cling.

J. R. McFarlan, of the Upper Sweetwater—Seven varieties of grapes; white winter apples.

THE SAN LUIS REY FLUME.

Mr. Morrill Explains Why Their Proposition is the Most Desirable.

Mr. Morrill, Secretary of the San Luis ... Flume Company said to a Sun repor...

WAS IT CO

NEALE BRINGS SU... AGES ...

Sun

THE ATTORNEY HERE.

Mr. Pendleton's Legal Representative on the Ground

San Diegan
Saturday ~~Aug~~ 31/89

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[illegible]

THE CONTINGENT FEE

Union — Sept 7/89

WHICH ATTORNEY DEAKIN EXPECTS FROM THE NEALE CASE.

Neale not Altogether to Blame—He has Nothing to Say About the Conduct of the Case—And has Secured Deakin's Obligations to a Large Amount.

The case of the San Diego Land and Town Company versus Neale, by the peculiar series of facts consequent to it both before and since a judgment was rendered, has become a celebrated case. Mr. Neale and his coadjutors have met with very little sympathy from the public and have been the recipients of considerable abuse, and are looked at in the light of obstructionists to the public good.

Certain facts have arisen and have come to the ken of a UNION reporter which may be of interest to the public, and which show that all the force of public opinion should not perhaps be borne by Mr. Neale, but should be shouldered by his attorney, J. E. Deakin, who, it seems, has entire control over Mr. Neale's action.

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A STAY OF EXECUTION.

THE ARGUMENTS FOR AND AGAINST IN THE RESERVOIR CASE.

An Interesting Session of Judge Aitken's Court in the Further Proceedings of the Neale Case.

An application was made to Judge Aitken in Department No. 1, this morning by the San Diego Land & Town Co., for a stay in the Neale case. J. E. Deakin and W. J. Hunsaker, counsel for defendant, and J. Wade McDonald, counsel for the Land & Town Co., made the arguments. Mr. McDonald read the bill of costs incurred in said action. It included $25 for Sheriff's charges, $8 for carriage hire, when the jury was shown around the Sweetwater reservoir, and the fees and mileage due a half-dozen witnesses, who were subpœnaed, but who were not called to the stand, solely because of the extreme length of the trial. He entered several objections, but the Court ruled that the bill should be allowed.

Mr. McDonald then made his argument asking for an order staying the execution, pending preparations to move for a new trial.

Judge Aitken expressed a doubt as to whether he had authority to order a stay of execution. Mr. McDonald replied that the statutes of the State, on the contrary, expressly conferred upon the Judge the power to grant plaintiff's prayer. He quoted Section 128 of Article 2 of Chapter 7 of the Code of Civil Procedure, to sustain his statement. He also read from the Statutes and from "Freeman on Executions," to prove that the Court had power to grant a stay unconditionally. Mr. McDonald read his own affidavit, as counsel for the Land & Town company, setting forth the reasons why it was impossible to make proper preparations before September the 10th to ask for a new trial. Of the 4000 folios of testimony taken in the case, which had lasted from June 26th to July 24th, the official court stenographer had to date been able to transcribe and furnish him with only 2600 folios. It therefore being impossible to procure the complete testimony, the necessary preparations for the motion to ask for another trial had been delayed. He gave notice if the Court should deny the contemplated motion of the plaintiff corporation that an appeal would be made to the Supreme Court. The plaintiffs were acting in good faith, and did not desire to vex or embarrass defendants.

The other affidavit he presented was that of Henry Gray, Assistant Treasurer of the San Diego Land & Town Company, who stated that outside of the 350 acres of the Sweetwater reservoir the company's property in San Diego county was valued at $4,800,000. The Court suggested that Assessor Asher might like to get hold of the figures. Mr. McDonald asked if the company's property was not assessed at its true value, and Judge Aitken replied that it was not assessed at anything like Mr. Gray's figures.

J. E. Deakin read the affidavit of Edward Neale, defendant, in reply, giving the reasons as to why the injunction for a stay of proceedings in paying the $122,567.50 awarded him as compensation for the tract of land taken by plaintiffs for the reservoir site should not be granted. He recited the decision of the Supreme Court at Los Angeles, ordering that the money should be paid within thirty days, the time expiring to-day, or that the land so seized should be vacated. Plaintiff had taken no steps to vacate the land owned by himself and co-defendants, nor to pay the sum awarded. Mr. Neale recited an interview he had had with President Benjamin Kimball, of the Land & Town Company, after the first trial resulted in awarding Neale $98,000, wherein Kimball threatened that if Neale did not consent to accept $75 an acre for the tract that he would ruin him by continued litigation. Neale further charged that the object of the company was to vex and embarrass him in the matter

Mr. McDonald objected to Neale going outside the question of the condemnation action, and claimed he was trying to coerce the company into paying an excessive price for the land. The speaker requested that Mr. Neale should not by implication impair his (McDonald's) candor as set forth in the affidavit first presented. It was not the intention or desire of the plaintiffs to harrass defendant by means of the appeals prosecuted, or which might be prosecuted. They were simply pursuing the legal remedies provided by the statutes. As the solvency of the company was an admitted fact, it followed that if the stay of execution were granted that there could not ensue any pecuniary loss to the defendant. The adverse party would have [illegible] move for a new [illegible] his power to set aside a statute of the State.

Mr. Deakin again argued, reading from the statutes, that the plaintiffs were not entitled to a stay of execution; that they could not accept the benefits of a judgment and still be entitled to the right of appeal; that any party accepting the benefit of an action was estopped from appeal. The suits were of the plaintiffs' own making. They had gone to trial twice, and twice had received verdicts they did not like.

Mr. Hunsaker maintained that the Court had no jurisdiction to deprive the defendant in the action of a statutory right, and quoted from the Code again. There was no question that the defendant was entitled to his execution.

The Court announced that in future rule ten of that Court would be void, as he believed it infringed a statutory right.

Mr. McDonald insisted that it would be an abuse of the power of the Court to allow the execution.

The Court announced that it was the custom in the Courts of San Francisco not to allow a stay of execution unless the other side agreed to it.

Mr. McDonald expressed supreme contempt for San Francisco, as he had been confronted with San Francisco precedent ever since coming to San Diego and was tired of it. He urged that the Court had a right to stay the execution pending an appeal, and thus would not deprive a party of the fruits of an appeal. It required, in this State, twenty or twenty-one days notice before an execution could be satisfied. Every issue in controversy had been settled except that of the value of the land. Mr. McDonald "was amazed" that defendant's counsel should have presented arguments denying plaintiff's right of appeal from the judgment in the case. It was remarkable that opposing counsel should claim that plaintiff could not appeal so long as the latter remained in possession of the tract, knowing the circumstances as they did. It was the most untenable position ever assumed by counsel of their ability, and was notabove absolute puerility.

The case went over for further argument until 7:30 P. M.

RUNNING TO THE SEA.

THE FLOOD GATES OF THE SWEETWATER DAM OPENED.

Five Billion Gallons of Water Will be Wasted To-morrow—The Excursions.

The officers of the San Diego Land & Town Company this afternoon received instructions from the President and Board of Directors of that company to draw off the water on Neale's land as rapidly as possible.

Arrangements have been made to do this to-morrow, Saturday morning, and a special excursion over the National City and Otay railroad, will start from the foot of Fifth street at 9 A. M. to witness the opening of the flood gates and see the fall of the waters ninety feet to the rocks below. As it will take some time to lower the water below the waste weir, other excursions will be run at 1 P. M. and on Sunday at 9 A. M. and 1 P. M.

NOTICE.

UNDER AND BY VIRTUE OF A DECREE issued at Ensenada, Lower California, Republic of Mexico, on the 29th day of July, A.D. 1889, by Guillermo Meixneiro, Judge of the First Instance—Notice is hereby given to all persons having claims against the estate of Lino Lopez, deceased to exhibit them, with the necessary vouchers, within one month after this publication at the office of said Judge, at Ensenada, Lower California, in the said Republic of Mexico.

J. M. CADENA, Secretary.

Ensenada, Lower California, July 29th, 1889.

EDICTO.

POR AUTO DE ESTA FECHA EL C. LICDO. Guillermo Meixneiro, Juez de Primera Instancia de esta Distrito, dispuso en los autos de la testamentaria de Don Lino Lopez, vecino que fue de San Diego, California (E. W. Vradi-cado en esta Juzgado, se convoque a los herederos ausentes que se crean con derecho a los bienes de dicho testamentaria, para que se presenten a deducirlo en la forma debida y con arreglo a ley.

En cumplimiento del auto supra—dicho y del Articulo 1,746, del Codigo de procedimientos civiles, se publique el presente en la Ensenada de Todos Santos, a veintinueve de Julio, de mil ocho cientos ochento y nueve.

[SIGILO.] J. M. CADENA.

THE NEALE SUIT.

A New Phase Which Was Entirely Unexpected—The Property Attached.

The effort made by the San Diego Land & Town Company to compromise the suit with Mr. Neale, by offering him $75,000 last night, on a telegraphic order from President Kimball at Boston, was declined by defendant. This morning, J. J. Henderson, attorney for Mrs. Pendleton, who resides in one of the Southern States, notified the attorneys of the Land & Town Company, and Assistant Treasurer Gray, of the Company, that they must not pay the judgment of $122,567.50 awarded Neale and co-defendants by the Supreme Court as compensation for the land seized for reservoir purposes by the company. The reason for this is that Mrs. Pendleton intervenes to claim the proceeds of the judgment, through her attorney. It is claimed that when she sold the 1900 acres of land in the valley at $2.79 an acre that she was of unsound mind, and that the sale was not therefore lawful. The purchaser was Mrs. Mary R. Digby of England, whose land afterward passed to Mr. Neale.

Further argument on the motion to stay the execution of judgment having been twice postponed, came up again this afternoon at 1:30 before Judge Aitken.

At 3:30 Judge Aitken denied the motion to stay the execution.

The Sheriff attached the reservoir this afternoon for defendant.

THE Neale case is getting complicated. The San Diego Land & Town Company are enjoined by a previous owner of the disputed tract, from paying over any money to Neale; and a lawsuit is in prospect over the title. Perhaps Mr. Neale will be sorry yet that he did not avail himself of the $75,000 offered in settlement. Perhaps he is sorry now. Most [illegible]

7 of the Code of Civil Procedure, to sustain his statement. He also read from the Statutes and from "Freeman on Executions," to prove that the Court had power to grant a stay unconditionally. Mr. McDonald read his own affidavit, as counsel for the Land & Town company, setting forth the reasons why it was impossible to make proper preparations before the 10th to ask for a new trial. Of the 4000 folios of testimony taken in the case, which had lasted from July 26th to July 24th, the official court stenographer had to date been able to transcribe and furnish him with only 2900 folios. It therefore being impossible to procure the complete testimony, the necessary preparations for the motion to ask for another trial had been delayed. He gave notice if the Court should deny the contemplated motion of the plaintiff corporation that an appeal would be made to the Supreme Court. The plaintiffs were acting in good faith, and did not desire to vex or embarrass defendants.

The other affidavit he presented was that of Henry Gray, Assistant Treasurer of the San Diego Land & Town Company, who stated that of the 300 acres of the Sweetwater reservoir the company's property in San Diego county was valued at $4,200,000. The Court suggested that Attorney Aiken might like to get hold of the figures. Mr. McDonald asked if the company's property was not assessed at its true value, and Judge Aitken replied that it was not assessed at anything like Mr. Gray's figures.

Mr. Deal read the affidavit of Edward Neale, in reply, giving the reason as to why the injunction for a stay of proceedings in paying the $122,567.50 awarded him as compensation for the land, should not be granted. He cited the decision of the Supreme Court in Los Angeles, ordering that the money should be paid within thirty days, the time expiring to-day, so that the land so seized should be vacated. Plaintiff had taken possession of the land, owned by himself and co-defendants, not to pay the money awarded Mr. Neale. Neale received an intervew Aug. 3rd, with President Benjamin Kimball of the Land & Town Company, after the trial, resulted in awarding Neale $75,000, wherein Kimball threatened that if Neale did not consent to accept $75 an acre for the tract that he would ruin him by continued litigation. Neale further charged that the object of the company was to vex and embarrass him in the matter.

Mr. McDonald objected to Neale going outside the question of the condemnation action, and claimed he was trying to coerce the company into paying an excessive price for the land. The speaker requested that Mr. Neale should not, by implication, impair his (McDonald's) candor as sets forth in the affidavit first presented. The motion for the injunction or desire of the plaintiff to harrass defendant by means of the appeals proceedings, which might be prosecuted. They were simply pursuing the legal remedies provided by the statutes. As the solvency of the company was an admitted fact, it followed that if the stay of execution were granted, that there could not, indeed, any pecuniary loss to the defendant. The defendant party would have ten days in which to make the motion for a new trial, and then could apply for an extension. Meanwhile, the plaintiff corporation would have thirty days in which to perfect its appeal, and the execution could last until the motion for a new trial before plaintiff's attorney would have time to prepare the papers for a new trial, unless the Court granted their prayer for a stay.

Judge Aitken remarked that the mere filing of a motion for a new trial would be sufficient to stay execution proceedings, but as the execution ordered was made by special action of the Supreme Court, requiring the money to be paid by a specified time, the Court doubled his right to grant the stay. Under rule 10 of this (Superior) Court, however, he thought they were entitled to a stay.

Mr. McDonald argued that defendant was not entitled to the benefit of rule 10.

The Judge said he should prefer to hear from the other side as to why defendants were not entitled to it.

W. H. Hunsaker remarked that Mr. McDonald had merely expressed an opinion. The Court had no right to deprive any person of a statutory right, and this was a case of special statutory proceedings.

The Judge responded that he doubted in possession of the tract, knowing the circumstances as they did. It was the most untenable position ever assumed by counsel of their ability, and was not above absolute puerility.

The case went over for further argument until 7:30 P. M.

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J. M. CADENA, Secretary.

Ensenada, Lower California, July 29th, 1889.

Sun Aug 23/89

EDICTO.

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En cumplimiento del auto supra—dicho y del articulo 1,766, del Codigo de procedimientos civiles, se publique el presente en la Ensenada de Todos Santos, a veintinueve de Julio, de mil ocho cientos ochento y nueve.

[SIGILO.] J. M. CADENA.

Sun Aug 24/89

THE NEALE SUIT.

A New Phase Which Was Entirely Unexpected—The Property Attached.

The effort made by the San Diego Land & Town Company to compromise the suit with Mr. Neale, by offering him $75,000 last night, on a telegraphic order from President Kimball at Boston, was declined by defendant. This morning, J. J. Henderson, attorney for Mrs. Pendleton, who resides in one of the Southern States, notified the attorneys of the Land & Town Company, and Assistant Treasurer Gray, of the Company, that they must not pay the judgment of $122,567.50 awarded Neale and co-defendants by the Supreme Court as compensation for the land seized for reservoir purposes by the company. The reason for this is that Mrs. Pendleton intervenes to claim the proceeds of the judgment, through her attorney. It is claimed that when she sold the 1900 acres of land in the valley at $2.79 an acre that she was of unsound mind, and that the sale was not therefore lawful. The purchaser was Mrs. Mary R. Digby of England, whose land afterward passed to Mr. Neale.

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Sun Aug 26/89

The Neale case is getting complicated. The San Diego Land & Town Company are enjoined by a previous owner of the disputed tract, from paying over any money to Neale; and a lawsuit is in prospect over the title. Perhaps Mr. Neale will be sorry yet that he did not avail himself of the $75,000 offered in settlement. Perhaps he is sorry now. Most anybody else would be over such an affront to fortune.

LAND ATTACHED.

Sun Aug 26/89

NINE THOUSAND NINE HUNDRED ACRES OF OTAY AND CHULA VISTA

Land Levied Upon to Satisfy Neale's Judgment—It Will Take Six Weeks to Remove the Water.

The Sweetwater reservoir was not attached on Saturday, as stated in a morning paper, the Land & Town Company having been granted the privilege of selecting what property might be levied upon to secure the judgment of $122,670 secured by Neale. The property selected was the Otay ranch, consisting of 6600 acres, and about 3000 of the lower part of the Chula Vista tract.

Unless the judgment is satisfied in twenty-one days, or a stay of execution is granted, the 9600 acres in question will be sold to satisfy Neale's claim. Should a stay of execution be granted by the higher courts, an appeal bond to the amount of $250,000 would have to be given, and the case would come up for hearing next spring.

In the meantime, however, the Neale land cannot be occupied, and the Sweetwater reservoir will be left with only 1,000,000,000 gallons of water with which to quench the thirst of several thousand people and make fertile thousands of acres of land.

Although the water has been flowing out of the dam in a stream fifteen feet wide and four feet deep since 10 o'clock Saturday morning, the surface of the water only shows a fall of about fourteen or fifteen inches. The stream below the dam has so increased in volume, owing to the bed having absorbed all the water possible, that at 3 o'clock this morning

writ granted at Los Angeles a few days ago. But the mistake of the company

THE BIG DAM.

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Ensenada, Lower California, July 29th, 1889.

Sun Aug 28/89

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[SIGILO.] J. M. CADENA.

Sun Aug 24/89

THE NEALE SUIT.

A New Phase Which Was Entirely Unexpected—The Property Attached.

The effort made by the San Diego Land & Town Company to compromise the suit with Mr. Neale, by offering him $75,000 last night, on a telegraphic order from President Kimball at Boston, was declined by defendant. This morning, J. J. Henderson, attorney for Mrs. Pendleton, who resides in one of the Southern States, notified the attorneys of the Land & Town Company, and Assistant Treasurer Gray, of the Company, that they must not pay the judgment of $122,567.50 awarded Neale and co-defendants by the Supreme Court as compensation for the land seized for reservoir purposes by the company. The reason for this is that Mrs. Pendleton intervenes to claim the proceeds of the judgment, through her attorney. It is claimed that when she sold the 1900 acres of land in the valley at $2.79 an acre that she was of unsound mind, and that the sale was not therefore lawful. The purchaser was Mrs. Mary R. Digby of England, whose land afterward passed to Mr. Neale.

Further argument on the motion to stay the execution of judgment having been twice postponed, came up again this afternoon at 1:30 before Judge Aitken.

At 3:30 Judge Aitken denied the motion to stay the execution.

The Sheriff attached the reservoir this afternoon for defendant.

Five Billion Gallons of Water Wasting to the Sea.

In compliance with the order of the Court, the San Diego Land and Town Company will, on Saturday at 10 a. m., open the gates at the Sweetwater dam and commence drawing the water down to a point which will uncover the Neale land in controversy.

The first water will flow over the waste weir and fall ninety feet to the rocks below, forming a grand cataract.

Special excursions will be run from San Diego to see this magnificent spectacle over the National City and Otay railway on Saturday and Sunday at 9 a. m. and 1 p. m. The train leaving San Diego on Saturday at 9 a. m. will arrive at the dam in time to witness the opening of the gates. Fare, 50 cents for the round trip.

An Offer of $75,000.

The following telegram from Boston was received here last night:

BOSTON, August 23.

To Luce, McDonald & Torrance:

Directors have considered flowage suit. Offer made $75,000 cash for deed of land, and in full settlement of all damages. If this is declined withdraw offer absolutely. Open outlets and draw down water as expeditiously as possible without unnecessary injury to public service. Conduct operations at dam under Schuyler's advice if he has returned.

BENJAMIN KIMBALL.

After receiving the above, Mr. McDonald went to Mr. Deakin's office, and offered him the $75,000 in the presence of Mr. Neale. The latter refused the offer.

Sun Aug 26 1889

The Neale case is getting complicated. The San Diego Land & Town Company are enjoined by a previous owner of the disputed tract, from paying over any money to Neale; and a lawsuit is in prospect over the title. Perhaps Mr. Neale will be sorry yet that he did not avail himself of the $75,000 offered in settlement. Perhaps he is sorry now. Most anybody else would be over such an affront to fortune.

THE DAM CASE.

An interesting fight is now in progress in Judge Aitken's court over the question of a stay of execution in the Neale case against the Land and Town Company. It will be remembered that a jury awarded Neale a verdict for $122,000 against the company as the value of his land flooded by the Sweetwater dam, and judgment was entered accordingly. Motion was made for a new trial, and under rule No. 10 of the court, which provides that such motion "shall stay proceedings on a judgment until the same is determined, unless for good cause shown it is otherwise ordered," a fight was made on this motion for a stay of execution. The case was argued for both sides yesterday, and the argument will be continued today.

This case has been hotly contested, and must inevitably prove to be expensive litigation. It has attracted great public interest because it relates to one of the great irrigation systems of the county, developed at enormous cost and vital to the prosperity of a vast section and many people. Great as has been the interest in it heretofore, this is now intensified by the order from Boston to throw open the gates, and waste the waters that flood the land whose value is in controversy.

It is to be regretted that a basis of settlement was not amicably reached before the controversy had developed hot antagonism. The company's mistake was in not acquiring the land before the enterprise of dam building was begun. After this the mistake of both sides was in not settling the difficulty out of court. Undoubtedly Mr. Neale is entitled to a verdict, but there are few who think he was entitled to one of such value as he received. The constitution of the State forbids the taking or damaging of private property for public use without compensation having been first made to or paid into court for the owner. This provision plainly defined the company's duty at the beginning of their enterprise, and as plainly justifies Judge Field's mandatory writ granted at Los Angeles a few days ago. But the mistake of the company does not justify an excessive verdict, and that is what the last award is very generally held to be.

JUDGE AITKEN'S COURT.

In Judge Aitken's court the law and motion calendar was called in the forenoon. Demurrers were overruled in the following cases: C. R. Dauer vs. Maria Sutter, R. A. Thomas vs. John C. Hannahs, Gideon Currier vs. Richard White, D. C. Herman vs. S. W. Croft et al., and W. H. Armitage et al vs. George Puterbaugh, and the usual time given to answer. In the case of Robert Armstrong vs. Thomas Fitch the demurrer was withdrawn, and ten days given the defendant to answer.

By far the greater portion of the day was occupied in hearing the argument in the condemnation suit of the San Diego Land and Town Company vs. George Neale et al., the question being upon a motion for a stay of execution. The subject matter of the suit is known to all. A judgment was entered in favor of Mr. Neale for the amount of $122,000 and over. A motion for a new trial is being prepared, and, meanwhile, the defendant has asked for an execution to issue levying upon the property of the Land and Town Company to satisfy the judgment, and the motion of yesterday was for a stay until the motion for a new trial is heard and decided.

A little over a week ago an order was issued in the case by Justice Field, directing the money to be paid into court, or the possession of the property returned to Mr. Neale, all to be done inside of thirty days. It is asserted to be the intention of the company to draw off the water standing on defendant's land, and either go on with the case or build another reservoir elsewhere. Since the order issued by Judge Field, the directors of the company have not been able to get together, and hence the delay in the obedience of the same. The argument was not finished in the forenoon, and was continued until this morning at 10 o'clock, when Judge McDonald and W. J. Hunsaker will speak.

In the same court during the afternoon the case of The People vs. Christian F. Voss was tried before a jury. Voss refused counsel, and stated that he preferred to leave his case to the Judge and jury without a lawyer's interference. He was charged with an assault in striking A. C. Truckee over the head with a cane. The jury found, after a few minutes' deliberation, for the defendant, and he was discharged amid smiles from the Court and officers. Voss has been before the Court before on a similar charge, and has served one sentence. This he acknowledged in his plea, but claimed innocence of this charge. The jury evidently believed him.

Sun Aug 26 1889

LAND ATTACHED.

NINE THOUSAND NINE HUNDRED ACRES OF OTAY AND CHULA VISTA

Land Levied Upon to Satisfy Neale's Judgment—It Will Take Six Weeks to Remove the Water.

The Sweetwater reservoir was not attached on Saturday, as stated in a morning paper, the Land & Town Company having been granted the privilege of selecting what property might be levied upon to secure the judgment of $122,670 secured by Neale. The property selected was the Otay ranch, consisting of 6600 acres, and about 3000 of the lower part of the Chula Vista tract.

Unless the judgment is satisfied in twenty-one days, or a stay of execution is granted, the 9600 acres in question will be sold to satisfy Neale's claim. Should a stay of execution be granted by the higher courts, an appeal bond to the amount of $250,000 would have to be given, and the case would come up for hearing next spring.

In the meantime, however, the Neale land cannot be occupied, and the Sweetwater reservoir will be left with only 1,000,000,000 gallons of water with which to quench the thirst of several thousand people and make fertile thousands of acres of land.

Although the water has been flowing out of the dam in a stream fifteen feet wide and four feet deep since 10 o'clock Saturday morning, the surface of the water only shows a fall of about fourteen or fifteen inches. The stream below the dam has so increased in volume, owing to the bed having absorbed all the water possible, that at 3 o'clock this morning one-third of the stream had to be cut off to prevent damage to crops and save the railroad track from being washed out.

At the present rate it is estimated that it will take about five or six weeks to lower the water so that Neale's land wi

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THE SWEETWATER DAM.

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THE SWEETWATER DAM.

The Waste Weir Thrown Open—A Great Niagara.

Sun Aug 24/89

Promptly at 10 o'clock this morning the waste wier of the Sweetwater dam was thrown open. It let out a stream of water five feet deep and fifteen feet wide. As the volume of water splashed and dashed over the rough and rugged precipice it created a magnificent spectacle. Below the dam a perfect cloud of mist was formed, in which two distinct rainbows could plainly be seen. The water filled the banks of the Sweetwater river brim full, but no damage was done.

A train will make regular trips to-morrow, and a large number of people expected to visit the dam.

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THE BIG DAM.

Fishermen Find Luck in the Sweetwater River.

The Land and Town Company have let the water run out of the Sweetwater dam ever since Saturday morning, in a stream four feet deep and fifteen wide, but there has only been a fall of about twenty inches in the reservoir. To secure the attachment issued in favor of the plaintiff, Neale, whose land is covered by the water in the reservoir, the company's Otay ranch of 6,600 acres and 3,000 acres at Chula Vista were levied upon on Saturday.

The flow of water into the Sweetwater river has filled the river bed to its utmost capacity, and yesterday afternoon it was found that sea trout and other fish were making their way against its current, apparently by the millions. A number of fishermen set off for the river mouth at once, and made tremendous catches with little trouble, the river being said to be literally crowded with fish.

The company's attorney, Judge McDonald, has about completed a brief which he will submit to the State Supreme Court, asking for an appeal from the judgment of the United States District Court against the company, which awarded Mr. Neale damages of $122,670.

was of unsound mind, and that the sale was not therefore lawful. The purchaser was Mrs. Mary R. Digby of England, whose land afterward passed to Mr. Neale.

Further argument on the motion to stay the execution of judgment having been twice postponed, came up again this afternoon at 1:30 before Judge Aitken.

At 3:30, Judge Aitken denied the motion to stay the execution.

The Sheriff attached the reservoir this afternoon for defendant.

Aug 26/89

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At the present rate it is estimated that it will take about five or six weeks to lower the water so that Neale's land will be uncovered.

The land in question cannot be seen from the dam, it being located nearly a mile and a half from it.

The Neale Executions.

At 9 o'clock to-day, in the Snyder block, on Sixth street, an application will be made to Judge Aitken, by the Land and Town Company, for a stay of execution, to which Mr. Neale, in the ordinary course of things, is entitled to-morrow. Said a prominent attorney yesterday: "This application will test, perhaps, more than any other step that could be taken, the relative staying powers of these two hard-fighting litigants."

Union. Aug 23/89.

J. J. Henderson

SUMMONS.

In the Superior Court of the County of San Diego, State of California.
Herbert L. Low, plaintiff, versus Frank Sage, John Doe, Richard Roe, Henry Jones and Anna A. Sage, defendants.
Action brought in the Superior Court of the county of San Diego, State of California, and the complaint filed in said county of San Diego, in the office of the Clerk of said Superior Court.
The people of the State of California send greeting to Frank Sage, John Doe, Richard Roe, Henry Jones and Anna A. Sage, defendants.

YOU ARE HEREBY REQUIRED TO APpear in an action brought against you by the above named plaintiff in the Superior Court of the county of San Diego, State of California, and to answer the complaint filed therein (a copy of which accompanies this summons) with-

NEALE'S APPLICATION DENIED.

Sun Sept 14 1889

The Supreme Court Refuses to Dismiss the Land & Town Company's Appeal.

A telegram received this afternoon by the firm of Luce, McDonald & Torrance, from Judge McDonald, who went to San Francisco as counsel for the San Diego Land & Town Company, says that the Supreme Court to-day denied the application of George Neale et al. to dismiss the appeal taken by the San Diego Land & Town Company from the order of Judge Aitken, denying a stay of execution in the Sweetwater reservoir suit.

Messrs. Wilson and Brannan appeared for Neale.

THE NEALE CASE.

Union Sept 15 1889

A Decision of the Supreme Court Denying Neale's Petition.

The information was received from San Francisco last evening that the Supreme Court has denied the petition of Neale to dismiss the appeal of the San Diego Land and Town Company. It will be remembered that the company appealed against the verdict ordering them to pay to Neale the sum of $122,000 or blow up the Sweetwater dam, and Neale asked for a dismissal of the appeal.

The effect of the denial of the petition will be that the appeal will be entertained by the court, and the case will be tried again. How this will result cannot, of course, be foretold, but should the verdict be set aside, there will be general rejoicing.

It is understood that the Pendleton case will be transferred to the United States District Court.

THE UNION refrained from publishing the full text of George Neale's letter out of consideration for Neale himself. We did not believe he wanted to rush into print in hot blood with a scurrilous libel. But it seems that he did. It is evident

NOT ACTED ON.

Union 1889

The Deakin-Henderson Charges and the Bar Association.

The meeting of the Bar Association last night failed to realize a quorum and nothing was done except informally discuss the various aspects of the Deakin-Henderson affair. A communication from Deakin was in the hands of Secretary Hume, but will not be submitted till a regular meeting is held. It is understood that it relates to the charge alleged to have been made by Judge Henderson that he could not be admitted to the association, and courting an investigation. Several of the legal gentlemen were of the opinion that the matter should be dropped; that it was not the purpose of the association to institute investigations into the character of any lawyer on his own request. It was evident that the members preferred not to commit themselves and to avoid, by their absence, mixing up in a possible legal squabble.

The meeting adjourned till the next regular session, the second Saturday in October.

THE RESERVOIR CASE

NEALE WILL ASK [illegible]

Sept 1889

[illegible]

For damages [illegible]

Property of the San Diego Land [illegible]

Company be confiscated [illegible]

The attorneys for George [illegible]

the Sweetwater [illegible]

tice last Wednesday [illegible]

Land & Town Company [illegible]

Luce, McDonald & [illegible]

Monday next they [illegible]

plication to the Rural [illegible]

Los Angeles to have [illegible]

inson committed for contempt [illegible]

ing the injunction issued [illegible]

Federal Court, requiring the [illegible]

Town Company to abstain from [illegible]

ing with the natural flow of the [illegible]

water river through Neale's [illegible]

compensation has been paid him [illegible]

application will also ask for a [illegible]

questation of the company's [illegible]

personal property.

"It seems," said McDonald [illegible]

sought by a Sun representative to explain [illegible]

this new move in the litigation [illegible]

Federal Court has power to [illegible]

writ though we are not aware of [illegible]

extreme step ever having been taken [illegible]

this State."

"What would be the result [illegible]

"The result would be [illegible]

confiscate all the property of the [illegible]

tion until the company chose [illegible]

This would affect all their corporate [illegible]

erty, and would necessarily tie up [illegible]

motor road, water [illegible]

endeavor to have [illegible]

reference to the [illegible]

Col. Dickinson [illegible]

company [illegible]

Mr. Deakin and [illegible]

go to Los Angeles [illegible]

supplied with photographs [illegible]

voir, the first time they [illegible]

duced in this now celebrated [illegible]

PRODUCE THE LETTERS.

JUDGE ROWELL ORDERS THOMAS WHALEY TO SHOW

Sun Sept 10 1889

The Correspondence Between Himself and Mrs. Pendleton in Reference to the Neale Land.

In Department No. 3, Superior Court, this morning, Judge Rowell of San Bernardino resumed his seat in the absence of Judge Pierce. Before adjourning Court about ten days ago Judge Rowell took under advisement the question as to whether Thomas Whaley should be required to produce his correspondence with Mr. Pendleton of Alexandria, La., regarding the Sweetwater reservoir lands which George Neale purchased of Mrs. Pendleton, and for which Mr. Pendleton has interposed a claim on the ground that his wife was not in her right mind at the time she disposed of the land. The Judge announced that Mr. Whaley as agent for Pendleton had no right to withhold the letters which were not privileged. He therefore ordered that they must be produced.

WAS IT LIBEL?

J. E. DEAKIN SENDS A PEREMPTORY LETTER TO THE UNION-REC.

In Which He Demands an Unconditional Retraction—Mr. Neale's Case Compromised.

Sun. Sept 7 '89

The item in the *Union-Rec* this morning relative to Attorney J. E. Deakin and a contingent fee in the Neale case promises to furnish some amusement for the public unless the matter is allowed to drag with the motion now pending. Mr. Deakin has threatened the editor of the *Union* with a libel suit.

Mr. Deakin was found in his office this morning, and upon being asked what he thought of the article he replied that he had written the *Union-Rec* a letter in which he plainly states his thoughts. This spirited epistle reads as follows:

San Diego, Sept. 7, 1889.

Editor Union-Record:—Sir: Your article on the Neale case, which you bring my name so prominently forward, is a cowardly, malicious libel, and unless it is withdrawn and a most complete apology for its insertion published by you in your morrow morning's issue, I shall forthwith commence an action for libel against your paper, and if I do I can promise you about as tough a fight as the San Diego Land & Town company have lately had. There is absolutely no foundation for the statement that I made any arrangement with Mr. Neale [illegible] Brite and myself have [illegible] in view of the opinion [illegible] the Neale [illegible] compromised [illegible] Brite [illegible] the proposition [illegible] would not be sufficiently potent [illegible] of Kilimanjaro would [illegible] advice on the subject.

After my return from [illegible] Santa Rosa [illegible] Neale had [illegible] $20,000 of my paper [illegible] the company's office [illegible] from being [illegible] company [illegible] hundred [illegible] ment, you state [illegible] been corresponded by the investigation of your [illegible] Mr. Babcock's knowledge [illegible] Mr. Hunsaker's fees in the Neale action, and he can say whether the fee is unreasonable or not, and whether it is contingent or not.

Mr. Neale, I believe, is out of town, but any conversation attributed to him, I am certain, would bear a very different construction than that sought to be placed upon them by your article.

Mr. Neale is at perfect liberty to accept any compromise he thinks best, the same is true of the San Diego Land & Town Company. If any force of public opinion is to be formed by any other than the San Diego Land & Town Company, I am quite willing to bear my share of it.

Yours respectfully,

J. EDWARD DEAKIN.

to the Creditors of William C. Ervin.

NOTICE IS HEREBY GIVEN TO THE creditors of William C. Ervin, of San Diego, San Diego county, California, that on August 6th, 1889, said Ervin made an assignment for the benefit of his creditors, and that S. Levi is the qualified assignee of said Ervin; and all persons having claims against said Ervin are required to present their claims with the necessary vouchers, and verified by the oath of the creditor, to said assignee at his place of business, to-wit: at the office of Klauber & Levi, on the northwest corner of Seventh and J streets, San Diego, California.

If any creditor fails, for thirty days after the first publication of this notice, to present his as above required, he may be prevented from receiving any part of the proceeds of said debtor's property.

Dated at San Diego, California, this 6th day of August, 1889.

S. LEVI,
Assignee of said William C. Ervin.
JOAB HOSEN, Attorney for said Assignee.

Order of Adjudication of Insolvency.

Superior Court of the County of San Diego, State of California.

In the matter of E. Eichler, an insolvent debtor.

Order of Adjudication of Insolvency.

E. EICHLER, HAVING FILED IN THIS Court his petition, schedule and inventory of insolvency, from which it appears that he is an insolvent debtor, the said E. Eichler is hereby declared to be insolvent. The Sheriff of San Diego County is hereby directed to take possession of all the estate, real and personal, of the said E. Eichler, insolvent debtor, except such as may be by law exempt from execution, and all books, vouchers, books of account and papers, and to keep the same safely until the order of this Court, except as herein further ordered, that all the creditors of said debtor be and appear before the Hon. Geo. Futterbaugh, Judge of the Superior Court of the County of San Diego, in open Court, at the Court-room of said Court, in the county of San Diego, on the 27th day of September, 1889, at 10 o'clock a.m. of that day, to prove their debts and choose one or more assignees of the estate of said debtor.

It is further ordered that the order be published in the DAILY SUN, a newspaper of general circulation, published in the county of San Diego, as often as the said paper is published, between the day set for the meeting of creditors herein and the said day of meeting.

GEO. FUTTERBAUGH,
Judge of the Superior Court.

Attorney for petitioner. 23-4t

Order of Insolvency.

In the Superior Court of the County of San Diego, State of California.

In the matter of the insolvency of Henry E. Coonley and George T. Coonley, copartners, doing business under the firm name of George T. Coonley & Co., insolvent debtors.

ORDER OF INSOLVENCY AND DISCHARGE OF ASSIGNEE.

Henry E. Coonley and George T. Coonley, having filed in this court a petition and inventory of their debts and effects, and it appears therefrom that the said George T. Coonley is a debtor, and that the said firm of George T. Coonley & Co. are insolvent debtors; and George T. Coonley having appeared at the hearing of said petition, the said Henry E. Coonley is hereby declared to be insolvent, and the said George T. Coonley is hereby declared insolvent; and the said Henry E. Coonley and George T. Coonley, copartners, doing business under the firm name of George T. Coonley & Co., are hereby declared to be insolvent. The Sheriff of the county of San Diego is hereby directed to take possession of all the separate estate, real and personal, of the said Henry E. Coonley and George T. Coonley, and of all the joint-stock and property of the partnership of George T. Coonley & Co., excepting such as may be by law exempt from execution, and of all their deeds, vouchers, books of account and papers, and to keep the same safely until the order of the assignee of their estates, except as herein further ordered, that all the creditors of said insolvents be and appear before the Hon. Geo. Futterbaugh, Judge of the Superior Court of the County of San Diego, in open Court, at the Court-room of said Court, in the county of San Diego, on the 27th day of September, 1889, at 10 o'clock a.m. of that day, to prove their debts and to choose one or more assignees of the estate of said debtors.

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GEO. FUTTERBAUGH,
Judge of the Superior Court.

Attorney for petitioner. 23-4t

Notice of Street Work.

NOTICE IS HEREBY GIVEN THAT THE Common Council of the city of San Diego will, on the 16th day of September, 1889, at 8 o'clock p.m., at its Council Chamber, in said city, receive sealed bids for the following work, to-wit: [illegible]

MR. NEALE TO MR. BERRY

A LETTER THE MORNING PAPER SPOILED BY GARBLING.

Statements in the "Union" Denounced as Cowardly, Misleading and Untrue—Deakin Vindicated.

Sun Sept 12/89.

The following letter from George Neale was recently sent to the *Union*, but only a small portion of it was published:

SWEETWATER SPRINGS, Sept. 9, 1889.

EDITOR *Union and Bee*—My attention has just been called to your article headed, "Contingent Fee," in your issue of Saturday last, in which you say, "Certain facts have arisen and have come to the ken of a *Union* reporter which may be of interest to the public, and which show that all the force of public opinion should not, perhaps, be borne by Mr. Neale, but should be shouldered by his attorney, J. E. Deakin, who, it seems, has entire control over Mr. Neale's action."

Let me say that if your article had been merely aimed at myself I should have treated it with the silent contempt I have treated all your statements with reference to myself and the verdict of the jury in the case brought against me by the San Diego Land and Town Company. Those statements have been as cowardly and impertinent as they have been for the most part misleading and untrue. It is a satisfaction to me to know that that "public" you know and which you say has no little sympathy with me is a distinct and different "public" to that I know and whose sympathy I appreciate and possess, for it is apparent to the latter "public" that I am fighting the battle of every free and independent man and woman in the community in resisting the high-handed and unconstitutional proceedings of a wealthy corporation. At decline to try the case referred to in the newspapers. I have been forced to submit to two arbitrations in the Courts and to great expense and annoyance. I have abided the results. The judgment in condemnation was not of my seeking. Your invasion of my private rights and business is utterly without justification. I believe your attacks have been made for a consideration paid or expected to be paid, directly or indirectly. Rest assured, however, that I know my rights and I shall maintain them in the future just as earnestly as I have ever done, without the slightest concern whether it pleases or displeases the editor of the *Union* or the "public" of the editor of the *Union*.

The object of this letter is to brand as absolutely false every statement made in your article of Saturday last with reference to Mr. Deakin. The stories you so gloatingly detail as coming from Wallace Dickinson, are as follows: "That Mr. Neale wasn't a free agent in the matter, as Mr. Deakin had taken the case on a contingent fee, and held Neale's written contract to that effect, agreeing to leave the conduct of the suit entirely in the attorney's hands. That besides this Mr. Neale had backed Mr. Deakin's paper (as Mr. Smith is made to say) to the tune of $20,000."

In fairness to Mr. Deakin I ask you to insert this letter. Your statement is false, whether coming from Wallace Dickinson or any body else, that Mr. Deakin or any other living person, has any control over my action in this case. Your statement is false that Mr. Deakin, or any other attorney, has taken the case on a contingent fee, or that he or any other attorney holds my written or any other contract to that effect, agreeing to leave the conduct of the suit entirely in the attorney's hands. Your statement is false that I have backed Mr. Deakin's paper for $20,000. Nor have I backed his paper for as much as I owe him and not a quarter of that sum. My business with Mr. Deakin and my other attorneys has been conducted on strict business principles. It is true, however, that both Mr. Hunsaker and Mr. Deakin are among my warmest friends, one not more so than the other.

Your statement is false that I ever told Mr. Smith of Sunnyside that the reason I did not accept the $75,000 in compromise was that I could not as Deakin had my agreement to let him conduct the case without any interference on my part. It is also false that I told Mr. Smith, that Deakin had gone in on the Santa Rosa deal and in order to assist him (Deakin) I had secured $20,000 worth of his paper, or any other sum. This assertion Mr. Smith will also make, and he will say further that he never authorized the statement made by you.

Your statement is false that I told A. H. Julian that Mr. Deakin had taken the case on a contingent fee and that I had nothing to say about what should or should not be done so that I could not have accepted the $75,000, even if I had so desired.

I have not thought it a legal question or one to be decided by my attorneys, whether I shall take fifty cents on the dollar from a solvent debtor. I do not find anyone I owe willing to discharge my liability to them on that principle. Perhaps you may be more fortunate. I pause here to ask if you have ever ac-

Notice to the Creditors o William C. Ervin.

NOTICE IS HEREBY GIVEN TO THE creditors of William C. Ervin, of San Diego, San Diego county, California, that on August 6th, 1889, said Ervin made an assignment for the benefit of his creditors, and that S. Levi is the qualified assignee of said Ervin; and all persons having claims against said Ervin are required to present their claims with the necessary vouchers, and verified by the oath of the creditor, to said assignee at his place of business, to-wit: at the office of Klauber & Levi, on the northwest corner of Seventh and J streets, San Diego, California.

If any creditor fails, for thirty days after the first publication of this notice, to present his claim as above required, he may be prevented from receiving any part of the proceeds of said Ervin's property.

Dated at San Diego, California, this 6th day of September, 1889

S. LEVI,
ow-4w Assignee of said William C. Ervin.
NOAH HODGE, Attorney for said Assignee.

Order of Adjudication of Insolvency.

In the Superior Court of the County of San Diego, State of California.
In the matter of R. Eichler, an insolvent debtor.
Order of Adjudication of Insolvency.

R. EICHLER, HAVING FILED IN THIS Court his petition, schedule and inventory in insolvency, from which it appears that he is an insolvent debtor, the said R. Eichler is hereby declared to be insolvent. The Sheriff of the county of San Diego is hereby directed to take possession of all the estate, real and personal, of the said R. Eichler, insolvent debtor except such as may be by law exempt from execution, and of all his deeds, vouchers, books of account, and papers, and to keep the same safely until the appointment of an assignee of his estate. All persons are forbidden to pay any debts to the said insolvent, or to deliver any property belonging to such insolvent, to him or to any person, firm, corporation or association, for his use; and the said debtor is hereby forbidden to transfer or deliver any property until the further order of this Court, except as herein ordered.

It is further ordered that all the creditors of said debtor be and appear before the Hon. Geo. Puterbaugh, Judge of the Superior Court of the county of San Diego, in open Court, at the Court-room of said Court, in the county of San Diego, on the 27th day of September, 1889, at 10 o'clock a.m. of that day, to prove their debts and choose one or more assignees of the estate of said debtor.

It is further ordered that the order be published in the DAILY SUN, a newspaper of general circulation, published in the county of San Diego, as often as the said paper is published, before the day set for the meeting of creditors.

And it is further ordered, that in the meantime all proceedings against the said insolvent be stayed.

GEO. PUTERBAUGH,
Dated August 20th, 1889. Judge of the Superior Court.
CLAIR SCHUTZE, Attorney for petitioner. a21-tf

Adjudication of Insolvency.

In the Superior Court of the County of San Diego, State of California.
In the matter of George T. Coonley and Henry E. Coonley, individually, and as copartners, as George T. Coonley & Co., insolvent debtors.
Adjudication of Insolvency.

HENRY E. COONLEY, INDIVIDUALLY and as a member of the firm of George T. Coonley & Co., consisting of Henry E. Coonley and George T. Coonley, having filed in this Court his petition, schedules and inventories in insolvency, by which it appears that he is an insolvent debtor, and that said George T. Coonley is an insolvent debtor, and that said firm of George T. Coonley & Co. are insolvent debtors; and the said George T. Coonley having appeared and assented to the prayer of said petition, the said Henry E. Coonley is hereby declared to be insolvent, and the said George T. Coonley is hereby declared insolvent; and the said Henry E. Coonley and George T. Coonley, copartners doing business under the firm name of George T. Coonley & Co., are hereby declared to be insolvent. The Sheriff of the county of San Diego is hereby directed to take possession of all the separate estate, real and personal, of the said Henry E. Coonley and George T. Coonley, and of all the joint stock and property of the partnership of George T. Coonley & Co., excepting such as may be by law exempt from execution, and of all their deeds, vouchers, books of account and papers, and to keep the same safely until the appointment of an assignee of their estate. All persons are forbidden to pay any debts to the said insolvents, or either of them, or to deliver any property belonging to them or either of them; or to any person, firm, corporation or association, for their use. The said debtors are hereby forbidden to transfer or deliver any property until the further order of this Court, except as herein ordered.

It is further ordered that all the creditors of said debtors be and appear before the Hon. George Puterbaugh, Judge of the Superior Court of the county of San Diego, at the Court-room of said Court, in the county of San Diego, on the 11th day of October, 1889, at 2 o'clock p.m. of that day, to prove their debts, and to choose one or more assignees of the estate of said debtors.

It is further ordered that this order be published in the DAILY SUN, a newspaper of general circulation, published in the county of San Diego, as often as the said paper is published before the day set for the meeting of creditors.

It is further ordered, that in the meantime all proceedings against the said insolvents be stayed.

GEO PUTERBAUGH,
Dated September 5th, 1889. Judge of the Superior Court.
GEO. W. HARDACRE, Attorney for petitioners. s5-td

Notice of Street Work.

NOTICE IS HEREBY GIVEN THAT THE Common Council of the city of San Diego, on the 11th day of September, 1889, adopted a Resolution of its intention to order the following street work, to-wit: That Sixth street, in

SWEETWATER SPRINGS, Sept. 9, 1889.

EDITOR *Union and Bee*— My attention has just been called to your article headed, "Contingent Fee," in your issue of Saturday last, in which you say, "Certain facts have arisen and have come to the ken of a *Union* reporter which may be of interest to the public, and which show that all the force of public opinion should not, perhaps, be borne by Mr. Neale, but should be shouldered by his attorney, J. E. Deakin, who, it seems, has entire control over Mr. Neale's action."

Let me say that if your article had been merely aimed at myself I should have treated it with the silent contempt I have treated all your statements with reference to myself and the verdict of the jury in the case brought against me by the San Diego Land and Town Company. Those statements have been as cowardly and impertinent as they have been for the most part misleading and untrue. It is a satisfaction to me to know that the "public" you know and which you say has so little sympathy with me is a distinct and different "public" to that I know and whose sympathy I appreciate and possess; for it is apparent to the latter "public" that I am fighting the battle of every free and independent man and woman in the community in resisting the high-handed and unconstitutional proceedings of a wealthy corporation. I decline to try the case refered to in the newspapers. I have been forced to submit to two arbitrations in the Courts and to great expense and annoyance. I have abided the results. The judgment in condemnation was not of my seeking. Your invasion of my private rights and business is utterly without justification. I believe your attacks have been made for a consideration paid or expected to be paid, directly or indirectly. Rest assured, however, that I know my rights and I shall maintain them in the future just as earnestly as I have ever done, without the slightest concern whether it pleases or displeases the editor of the *Union* or the "public" of the editor of the *Union*.

The object of this letter is to brand as absolutely false every statement made in your article of Saturday last with reference to Mr. Deakin. The stories you so gloatingly detail as coming from Wallace Dickinson, are as follows: "That Mr. Neale wasn't a free agent in the matter, as Mr. Deakin had taken the case on a contingent fee, and held Neale's written contract to that effect, agreeing to leave the conduct of the suit entirely in the attorney's hands. That besides this Mr. Neale had backed Mr. Deakin's paper (as Mr. Smith is made to say) to the tune of $20,000."

In fairness to Mr. Deakin I ask you to insert this letter. Your statement is false, whether coming from Wallace Dickinson or anybody else, that Mr. Deakin, or any other living person, has any control over my action in this case. Your statement is false that Mr. Deakin, or any other attorney, has taken the case on a contingent fee, or that he or any other attorney holds my written or any other contract to that effect, agreeing to leave the conduct of the suit entirely in the attorney's hands. Your statement is false that I have backed Mr. Deakin's paper for $20,000. Nor have I backed his paper for as much as I owe him and not a quarter of that sum. My business with Mr. Deakin and my other attorneys has been conducted on strict business principles. It is true, however, that both Mr. Hunsaker and Mr. Deakin are among my warmest friends, one not more so than the other.

Your statement is false that I ever told Mr. Smith of Sunnyside that the reason I did not accept the $75,000 in compromise was that I could not as Deakin had my agreement to let him conduct the case without any interference on my part. It is also false that I told Mr. Smith, that Deakin had gone in on the Santa Rosa deal and in order to assist him (Deakin) I had secured $20,000 worth of his paper, or any other sum. This assertion Mr. Smith will aso make, and he will say further that he never authorized the statement made by you.

Your statement is false that I told A. H. Julian that Mr. Deakin had taken the case on a contingent fee and that I had nothing to say about what should or should not be done so that I could not have accepted the $75,000, even if I had so desired.

I have not thought it a legal question or one to be decided by my attorneys, whether I shall take fifty cents on the dollar from a solvent debtor. I do not find anyone I owe willing to discharge my liability to them on that principle. Perhaps you may be more fortunate. I pause here to ask if you have ever accepted fifty cents on the dollar from a person able to pay 100? I have other claims against the San Diego Land & Town Company beyond the $123,000, for, with legal interest, they are indebted to me about $140,000.

What business it can possibly be of yours what my other lawyers advised me in respect to a compromise, it is very hard to see, but as my private business has occupied a great deal of your space already, I conceive that it may interest you to know that you are at fault in concluding that any of those tendered me the advice to accept the offered compromise.

Yours, etc., GEORGE NEALE.

THE SWEETWATER CASE.

NATURAL COURSE OF THE SWEETWATER NOT TO BE OBSTRUCTED.

The Thirty Days Having Expired, and the $122,000 Not Being Paid, an Execution Will be Served.

Attorney Deakin is happy to-day and showed the following order to a SUN representative with no small degree of pleasure:

United States of America, Circuit Court of the United States, Ninth Judicial Circuit, Southern District of California.

Geo. Neale and Eliza Precilla Neale, his wife, Complainants, vs. The San Diego Land & Town Company, Defendants. } In equity. No. 138.

The President of the United States of America to the San Diego Land & Town Company, Greeting:

WHEREAS, George Neale and Eliza Precilla Neale, both of the city of San Diego, and citizens of the State of California, heretofore filed their certain bill of complaint in equity, in the Circuit Court of the United States of America, for the Ninth Circuit and Southern District of California, against you, praying amongst other things that said Court grant them a writ of injunction, restricting and enjoining you from obstructing or continuing to obstruct the natural flow of the waters of the Sweetwater river, in and along their natural course through the land of the said complainants, which land is fully and particularly described in the bill of complaint herein, and is hereinafter described, and from flooding or continuing to flood with water, or otherwise trespassing upon said land or any part thereof, until the further order and decree of said Court in the premises; and

WHEREAS, Thereafter, to-wit on the 12th day of August, 1889, the said George Neale duly moved the said Court in the said cause upon the said bill of complaint and upon the affidavit of the said George Neale, that the said writ of injunction issue, as prayed for in the complaint; and

WHEREAS, The said Court being satisfied that it is a proper case for an injunction and that sufficient grounds exist therefor, on the 13th day of August, A. D., 1889, duly ordered that unless within thirty days from the said 13th day of August, 1889, you should pay into this Court for the complainants the sum of $122,567.50, the said sum being the amount at which the value of complainants' said land was assessed in an action for the condemnation thereof, in the Superior Court of the county of San Diego, State of California, said injunction issue as prayed for from this Court; and

WHEREAS, Said thirty days from the 13th day of August, A. D., 1889, having expired, and neither said sum of $122,567.50, nor any part thereof, has been paid into said Court for said complainants;

Now, therefore, I do strictly command upon you, your attorneys, agents, servants and employes, until the further order and decree of said Court in the premises, absolutely to desist and refrain from obstructing the natural flow of the waters of the Sweetwater river in and along their natural and usual course through the land of the complainants, and from flooding or continuing to flood with water, and from otherwise trespassing upon said land or any part thereof, the said land being fully and particularly described. [Here follows a description of the Neale land].

Hereof fail not at your peril.

Witness, the Honorable MELVIN W. FULLER, Chief Justice of the Supreme Court of the United States, and the seal of the said Circuit Court, this 16th day of September, in the year of our Lord, 1889, and of our Independence the 114th.

[SEAL.]

WM. M. VAN DYKE, Clerk.

I, Wm. M. Van Dyke, Clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true and correct copy of an original Writ of Injunction issued September 16, 1889, in the cause entitled George Neale et al., complainants, vs. the San Diego Land & Town Company, defendants, No. 138.

Attest my hand and seal of said Circuit Court, this 16th day of September, A. D., 1889. WM. M. VAN DYKE, Clerk.

Notice of Assessment.

SAN DIEGO, CAL., Aug. 6th, 1889.

Morena Company. Location of principal place of business, city of San Diego, county of San Diego, California.

NOTICE IS HEREBY GIVEN THAT AT a meeting of the Directors held on the 5th day of August, 1889, an assessment of four (4) dollars per share was levied upon the capital stock of the corporation, payable immediately to the President at the office of the company, at 907 Fifth street, in the city of San Diego.

Any stock upon which this assessment shall remain unpaid on the 10th day of September, 1889, will be delinquent, and advertised for sale at public auction, and unless payment is made before, will be sold on the 27th day of September, 1889, to pay the delinquent assessment, together with costs of advertising and expenses of sale.

R. P. NILES, Secretary.

a6-1m Morena Company, 907 Fifth street.

SUMMONS.

In the Superior Court of the County of San Diego, State of California.

Geo. W. Bowler, plaintiff, vs. G. A. Davis, defendant.

Action brought in the Superior Court of the county of San Diego, State of California, and the complaint filed in said county of San Diego, in the office of the Clerk of said Superior Court.

The People of the State of California send greeting to G. A. Davis, defendant.

YOU ARE HEREBY REQUIRED TO APpear in an action brought against you by the above-named plaintiff in the Superior Court of the county of San Diego, State of California, and to answer the complaint filed therein, within ten days (exclusive of the day of service), after the service on you of this summons, if served within this county; or, if served elsewhere, within thirty days.

The said action is brought to obtain judgment against you for the sum of $302.50, with interest thereon at the rate of [illegible] per cent per annum from the 1st day of January, 1889, upon your assumption and agreement to pay a certain mortgage described in said complaint, executed by one Charles H. Brown to one H. U. Emery, to secure the payment of a promissory note, described in said mortgage, for said sum of $[illegible], with interest at the rate of 12 per cent per annum until paid, conveying the following described real property situate in the city of San Diego, State of California, known as lots 3 and 4, in block 35, of Parish and Loomis' addition to San Diego, as shown by the map of said addition, filed in the County Recorder's office of San Diego county, California, which said note and mortgage you assumed and agreed to pay as part of the purchase price of said mortgaged lots, upon the transfer to you of said mortgaged lots, by one J. M. Abercrombie, on the 11th day of February, 1888, of which said real property you are now the legal owner. And for judgment of this Court, foreclosing said mortgage, and that said property be sold and the proceeds applied to the payment of the costs and expenses of sale, and of this action, and for said sum of $302.50, principal and interest thereon as aforesaid, and a reasonable attorney's fees, to be fixed by this Court for this action; and if such proceeds is not sufficient to pay the same, then for judgment and execution against you for any balance remaining; also that defendant, and all persons claiming under, by, or through him, may be foreclosed and barred of all right, title, claim, lien and equity of redemption in and to said premises, said note and mortgage having been assigned to plaintiff, as will more fully appear by reference to the complaint on file herein.

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

Witness my hand and the seal of said Superior Court, of the county of San Diego, State of California, this 22d day of August, A.D. 1889.

[SEAL.] M. D. HAMILTON, Clerk.
By HENRY BRADY, Deputy Clerk.
WM. HUMPHREY, Attorney for Plaintiff. a23 2m

Constable's Sale.

UNDER AND BY VIRTUE OF AN EXECUtion issued out of the Justice Court of San Diego township, county of San Diego, State of California, on the 13th day of August, 1889, on a judgment rendered in said Justice Court, on the 6th day of July, 1889, in favor of C. A. Rusa, plaintiff, and against D. P. Benson, defendant, for the sum of $57.11, lawful money of the United States, I have levied upon all the right, title, claim and interest of said defendant of, in and to the following described real estate, situate in the city of San Diego, county of San Diego, State of California, and described as follows, to wit: Lot D, block 235, of Horton's addition to the city of San Diego; lots 10, 11 and 12, in block 26, of Middletown addition; block 63 of Middletown addition, and Pueblo lot No. 1127, according to the official map now on file in the Recorder's office of the county of San Diego, State of California.

Public notice is hereby given that on Saturday, the 7th day of September, 1889, at 2 o'clock p. m. of said day, I will proceed to sell in front of my office, No. 1229 E street, in the city of San Diego, at public auction, to the highest bidder for cash, in lawful money of the United States, all of the above described real estate, or so much thereof as will be sufficient to satisfy said judgment and all costs.

Given under my hand, this 16th day of August, 1889.

JOSE COTA, Constable.
By F. M. McDONALD,
Deputy Constable.

a17-ts7

Constable's Sale.

UNDER AND BY VIRTUE OF AN EXECUtion issued out of the Justice Court of San Diego township, county of San Diego, State of California, on the 12th day of August, 1889, on a judgment rendered on the 7th day of June, 1889, in favor of Thos. M. Godfrey, plaintiff, and against D. P. Benson, defendant, for the sum of $[illegible].60, lawful money of the United States, I have levied upon all the right, title, claim and interest of said defendant, of, in and to the following described real estate, situate in the city of San Diego, county of San Diego, State of California, and described as follows, to-wit: Lot D, block 235, of Horton's addition to the city of San Diego; lots 10, 11 and 12, in block 26 of Middletown addition; block 63 of Middletown addition, and pueblo lot No. 1121, according to the official map now on file in the Recorder's office of the county of San Diego, State of California.

Public notice is hereby given that on Saturday, the 7th day of September, 1889, at 2 o'clock p. m. of said day, I will proceed to sell in front of my office, No. 1229 E street, in the city of San Diego, at public auction, to the highest bidder for cash, in lawful money of the United States, all of the above described real estate, or so much

THE SWEETWATER CASE.

NATURAL COURSE OF THE SWEETWATER NOT TO BE OBSTRUCTED.

The Thirty Days Having Expired, and the $122,000 Not Being Paid, an Execution Will be Served.

Attorney Deakin is happy to-day and showed the following order to a SUN representative with no small degree of pleasure:

United States of America, Circuit Court of the United States, Ninth Judicial Circuit, Southern District of California.

Geo. Neale and Eliza Precilla Neale, his wife, Complainants, vs. The San Diego Land & Town Company, Defendants. } In equity. No. 138.

The President of the United States of America to the San Diego Land & Town Company, Greeting:

WHEREAS, George Neale and Eliza Precilla Neale, both of the city of San Diego, and citizens of the State of California, heretofore filed their certain bill of complaint in equity, in the Circuit Court of the United States of America, for the Ninth Circuit and Southern District of California, against you, praying amongst other things that said Court grant them a writ of injunction, restricting and enjoining you from obstructing or continuing to obstruct the natural flow of the waters of the Sweetwater river, in and along their natural course through the land of the said complainants, which land is fully and particularly described in the bill of complaint herein, and is hereinafter described, and from flooding or continuing to flood with water, or otherwise trespassing upon said land or any part thereof, until the further order and decree of said Court in the premises; and

WHEREAS, Thereafter, to-wit: on the 12th day of August, 1889, the said George Neale duly moved the said Court, in the said cause, upon the said bill of complaint and upon the affidavit of the said George Neale, that the said writ of injunction issue, as prayed for in the complaint; and

WHEREAS, The said Court, being satisfied that it is a proper case for an injunction, and that sufficient grounds exist therefor, on the 13th day of August, A. D., 1889, duly ordered that unless within thirty days from the said 13th day of August, 1889, you should pay into this Court for the complainants, the sum of $122,567.50, the said sum being the amount at which the value of complainants' said land was assessed in an action for the condemnation thereof, in the Superior Court of the county of San Diego, State of California, said injunction issue as prayed for from this Court; and

WHEREAS, Said thirty days from the 13th day of August, A. D., 1889, having expired, and neither said sum of $122,567.50, nor any part thereof, has been paid into said Court for said complainants;

Now, therefore, I do strictly command upon you, your attorneys, agents, servants and employes, until the further order and decree of said Court in the premises, absolutely to desist and refrain from obstructing the natural flow of the waters of the Sweetwater river in and along their natural and usual course through the land of the complainants, and from flooding or continuing to flood with water, and from otherwise trespassing upon said land or any part thereof, the said land being fully and particularly described. [Here follows a description of the Neale land].

Hereof fail not at your peril.

Witness, the Honorable MELVIN W. FULLER, Chief Justice of the Supreme Court of the United States, and the seal of the said Circuit Court, this 16th day of September, in the year of our Lord, 1889, and of our Independence the 114th.

[SEAL.]

WM. M. VAN DYKE, Clerk.

I, Wm. M. Van Dyke, Clerk of the Circuit Court of the United States for the Southern District of California, do hereby certify the foregoing to be a full, true and correct copy of an original Writ of Injunction issued September 16, 1889, in the cause entitled George Neale et al., complainants, vs. the San Diego Land & Town Company, defendants, No. 138.

Attest my hand and seal of said Circuit Court, this 16th day of September, A. D., 1889. WM. M. VAN DYKE, Clerk.

The People of the State of California send greeting to G. A. Davis, defendant.

YOU ARE HEREBY REQUIRED TO APpear in an action brought against you by the above-named plaintiff in the Superior Court of the county of San Diego, State of California, and to answer the complaint filed therein, within ten days (exclusive of the day of service), after the service on you of this summons—if served within this county; or if served elsewhere, within thirty days.

The said action is brought to obtain judgment against you for the sum of $292.50, with interest thereon at the rate of 12 per cent per annum from the 2d day of January, 1888, upon your assumption and agreement to pay a certain mortgage described in said complaint, executed by one Charles H. Brown to one H. U. Emery, to secure the payment of a promissory note, described in said mortgage, for said sum of $292.50, with interest at the rate of 12 per cent per annum until paid, conveying the following described real property, situate in the city of San Diego, State of California, known as lots 3 and 4, in block 35, of Parish and Loomis' addition to San Diego, as shown by the map of said addition, filed in the County Recorder's office of San Diego county, California, which said note and mortgage you assumed and agreed to pay as part of the purchase price of said mortgaged lots, upon the transfer to you of said mortgaged lots, by one J. M. Abernathy, on the 11th day of February, 1888, of which said real property you are now the legal owner. And for judgment of this Court, foreclosing said mortgage, and that said property be sold and the proceeds applied to the payment of the costs and expenses of sale, and of this action, and for said sum of $292.50, principal and interest thereon as aforesaid, and a reasonable attorney's fees, to be fixed by this Court for this action; and if such proceeds is not sufficient to pay the same, then for judgment and execution against you for any balance remaining; also that defendant, and all persons claiming under, by, or through him, may be foreclosed and barred of all right, title, claim, lien and equity of redemption in and to said premises, said note and mortgage having been assigned to plaintiff, as will more fully appear by reference to the complaint on file herein.

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

Witness my hand and the seal of said Superior Court, of the county of San Diego, State of California, this 22d day of August, A.D. 1889.

[SEAL.] M. D. HAMILTON, Clerk.

By HENRY BRADT, Deputy Clerk.

WM. HUMPHREY, Attorney for Plaintiff. a25 2m

Constable's Sale.

UNDER AND BY VIRTUE OF AN EXECUTION issued out of the Justice Court of San Diego township, county of San Diego, State of California, on the 12th day of August, 1889, on a judgment rendered in said Justice Court, on the 8th day of July, 1889, in favor of C. A. Sluss, plaintiff, and against D. P. Benson, defendant, for the sum of $67.11, lawful money of the United States, I have levied upon all the right, title, claim and interest of said defendant of, in and to the following described real estate, situate in the city of San Diego, county of San Diego, State of California, and described as follows, to-wit: Lot D, block 235, of Horton's addition to the city of San Diego; lot 10, 11 and 12, in block 26, of Middletown addition; block 63 of Middletown addition, and Public lot No. 1121, according to the official map now on file in the Recorder's office of the county of San Diego, State of California.

Public notice is hereby given that on Saturday, the 7th day of September, 1889, at 2 o'clock p. m. of said day, I will proceed to sell in front of my office, No. 1228 E street, in the city of San Diego, at public auction, to the highest bidder for cash, in lawful money of the United States, all of the above described real estate, or so much thereof as will be sufficient to satisfy said judgment and all costs.

Given under my hand, this 16th day of August, 1889.

JOSE COTA, Constable.

By F. M. McDonald, Deputy Constable.

a17-ts7

Constable's Sale.

UNDER AND BY VIRTUE OF AN EXECUTION issued out of the Justice Court of San Diego township, county of San Diego, State of California, on the 13th day of August, 1889, on a judgment rendered on the 7th day of June, 1889, in favor of Thos. M. Godfrey, plaintiff, and against D. P. Benson, defendant, for the sum of $38.60, lawful money of the United States, I have levied upon all the right, title, claim and interest of said defendant, of, in and to the following described real estate, situate in the city of San Diego, county of San Diego, State of California, and described as follows, to-wit: Lot D, block 235, of Horton's addition to the city of San Diego; lots 10, 11 and 12, in block 26 of Middletown addition; block 63 of Middletown addition, and public lot No. 1121, according to the official map now on file in the Recorder's office of the county of San Diego, State of California.

Public notice is hereby given that on Saturday, the 7th day of September, 1889, at 2 o'clock p. m. of said day, I will proceed to sell in front of my office, No. 1228 E street, in the city of San Diego, at public auction, to the highest bidder for cash, in lawful money of the United States, all of the above described real estate, or so much thereof as will be sufficient to satisfy said judgment and all costs.

Given under my hand, this 16th day of August, 1889.

JOSE COTA, Constable.

a17-ts7 By F. M. McDONALD, Deputy.

Order of Adjudication of Insolvency.

In the Superior Court of the county of San Diego, State of California.

In the matter of Mrs. L. S. Moore, an insolvent debtor.

Order of adjudication of insolvency.

MRS. L. S. MOORE, HAVING FILED IN this Court her petition, schedule and inventory in insolvency, from which it appears that she is an insolvent debtor, the said L. S. Moore is hereby declared to be insolvent. The Sheriff of the county of San Diego is hereby directed to take possession of all the estate, real and personal, of the said L. S. Moore, insolvent debtor, except such as may be by law exempt from execution, and of all her deeds, vouchers, books of account, and papers, and to keep the same safely until the appointment of an assignee of her estate. All persons are forbidden to pay any debts to the said insolvent or to deliver any property belonging to such insolvent, to her or to any person, firm, corporation or association, for her use; and the said debtor is hereby forbidden to transfer or deliver any property until the further order of this Court, except as herein ordered.

Aug 27/89

No. 7/62

Dept. 1 / 1 Judge

IN THE SUPERIOR COURT,

County of San Diego.

George Meade

v

Thos Whaley et al

Copy

Notice of taking deposition & other papers

Rec'd copy this ..... 1889.

Attorney for .....

Filed this ..... 1889.

..... Clerk.

Humphrey Hall Deputy.

J. E. DEAKIN,

SAN DIEGO, - - - - - CAL.

Attorney for D. L. H.

Frandsen, Bumgardner & Co. Print., 531-3 Fourth Street, S.

In the Superior Court
of the
County of San Diego, State of California.

No. _____ Dept. No. 3.

George Neale

vs. NOTICE.

Thomas Whaley and J.J.Henderson,

TAKE NOTICE that the depositions of Thomas Whaley and J.J. Henderson will be taken herein on behalf of the plaintiff at 4 O'Clock P.M. of this 27th day of August, 1889 in the Court Room of Department number three of the above named Superior Court in the Express Block corner of 6th and F Street, in the city of San Diego, before said Court,

and take further notice that there is annexed hereto a copy of an affidavit of George Neale showing that this is a case within section 2021 of the Code of Civil Procedure of this state, and also a copy of an order herein shortening the time for notice of the taking of such depositions to two hours, and fixing the time for the taking thereof at 4 O'Cloc P.M. of this 27th day of August, 1889.

To the defendants herein, and each of them.

H. Dreyfus
Hunsaker & Scott
Attys for Plaintiff

In the Superior Court
of the
County of San Diego, State of California.

No. _____ Dept. No. 3.

George Neale,
vs. ORDER.
Thomas Whaley and J.J.Henderson,

Upon reading an affidavit of George Neale this day filed herein, and it appearing to the satisfaction of this Court that there is good cause therefor,

It is ordered that the notice of the time for the taking of the depositions of Thomas Whaley and J.J.Henderson, defendants herein, as witness on behalf of the plaintiff, be, and the same is hereby shortened to ~~four (4)~~ two hours,

And it is ordered that said deposition be taken before this Court in Department number three (3) in its court room, in the Express Block, corner of 6th and P Streets in the city of San Diego, at 4 O'Clock P.M. of this 27th day of August 1889

C. W. C. Rowell

Judge Presiding.

In the Superior Court
of the
County of San Diego, State of California.

No. _____ Dept. No. 3.

George Neale

vs

Thomas Whaley and J.J.Henderson,

State of California,
ss.
County of San Diego.

George Neale being first duly sworn, says:

I am the plaintiff herein.

The defendants herein and each of them have been served with summons herein.

I desire to have the depositions of Thomas Whaley and J.J. Henderson, defendants herein, of the city of San Diego, taken immediately herein, as witness on behalf of the plaintiff on the ground that they and each of them are parties hereto and the only witnesses who can establish certain facts material to the issues to be tried herein.

George Neale

Subscribed and Sworn to before me
this 27th day of August, 1889.

Fred J. Whitehead Notary Public.

STATE OF CALIFORNIA,
County of San Diego. } *ss.*

_____ being duly sworn, says:

I am _____ the _____ named in the within written _____

_____

I have _____ read the same, and know the contents thereof and now say that it is true of my own knowledge, except as to matters therein stated to be on information and belief, and as to those matters I believe it to be true.

Subscribed and Sworn to this _____
day of _____ 1889,
before me,

_____

_____

In the Superior Court

Of the ——— County of San Diego

State of California.

George Neale

Plaintiff

vs.

Thomas Whaley

et al

Defendants

Subpoena Duces Tecum.

C. C. P., Sec. 1985

The People of the State of California send Greeting to

Thomas Whaley and J. J. Henderson

We Command You, *that all and singular business and excuses being laid aside, you appear and attend before our Superior Court of the* Department Two *County of* San Diego, *State of California, at the Court Room thereof, in the County of* San Diego, *on the* 25th *day of* August, *1889, at* 4 *o'clock, P. M., then and there to testify in the above-entitled action, now pending in said Superior Court, on the part of the* Plaintiff

and that you bring with you and produce, then and there all letters or telegrams, copy letters or telegrams in your possession or written by you or either of you or by any firm or partnership you are or that either of you is a member of to one E. B. Pendleton relative to Pt. 4 of the Jamacha rancho in the County of San Diego or received by you or either of you or by any such firm as aforesaid from said E. B. Pendleton relative to that property aforesaid

now in your custody. And disobedience will be punished as a contempt by the said Court, and you will also forfeit to the party aggrieved the sum of One Hundred Dollars, and all damages which may be sustained by your failure to attend.

Witness, *Hon.* W. S. Rowell

Acting *Judge of the Superior Court of the* County *of* San Diego, *and the Seal of said Court, this* twenty-sixth *day of* August 1889

(Seal)

Attest *my hand and Seal of the said Court, the day and year last above written.*

M. D. Hamilton

Clerk.

By J. C. Tolz

Deputy Clerk.

State of California, } ss.

County of ..... being duly sworn, deposes and says: That he is and was at the time of the service of the within Subpœna, a citizen of the United States, over the age of eighteen years; that he personally served the within Subpœna on the ..... day of ..... A. D. 188..., on .....

by showing the within original, and delivered ..... to each of said witnesses personally, in the said County of ..... Deponent further says: That the following named witnesses having demanded the fees to which they are entitled, were paid by this affiant the amounts set opposite their respective names as such fees, to wit:—

.....

Subscribed and sworn to before me this ..... day of ..... A. D. 188...

.....

Aug 27/89 2 pm.

No. .....

Superior Court,

County of San Diego

Department No. .....

George Neale

Plaintiff,

vs.

Thomas W Bailey et al

Defendant.

Copy

Subpoena Duces Tecum.

Filed ..... 188...,

.....

Clerk,

By .....

Deputy Clerk,

.....

Attorney for .....

Sheriff's Office, } ss.

County of .....

I hereby certify that I received the within Subpœna, on the ..... day of ..... A. D. 188 , and personally served the same on the ..... day of ..... A. D. 188..., on .....

.....

by showing the within original and delivering .....

to each of said witnesses personally, in the County of .....

I further certify that the following named witnesses having demanded the fees to which they are entitled, were paid by me the amounts set opposite their respective names as such fees, to wit: .....

.....

Sheriff,

By .....

Deputy Sheriff,

Dated ..... 188...

Sheriff's Fees, $.....

IN THE SUPERIOR COURT

—OF THE—

COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

George Neale
Plaintiff

vs.

Thomas Whaley and J. J. Henderson
Defendants

Action brought in the Superior Court of the County of San Diego, State of California, and the Complaint filed in said County of San Diego, in the office of the Clerk of said Superior Court.

C. C. P., Sec. 407.

The People of the State of California send Greeting to

Thomas Whaley and J. J. Henderson

DEFENDANTS

You are Hereby Required *to appear in an action brought against you by the above named plaintiff in the Superior Court of the County of San Diego, State of California, and to answer the complaint filed therein, within ten days (exclusive of the day of service), after the service on you of this summons—if served within this County; or, if served elsewhere, within thirty days.*

The said action is brought to obtain judgment against you for $75000. damages for wantonly and maliciously casting a cloud upon Plaintiff's title to Lot "G" of the Camecho Rancho in the County of San Diego

as will more fully appear by reference to the Complaint on file herein.

And you are hereby notified that if you fail to appear and answer the said Complaint as above required, said plaintiff will apply to the Court for the relief demanded in Petition Complaint.

Witness, *my hand and Seal of the said Superior Court, of the County of San Diego, State of California, this* 27th *day of* May *A. D. 1889*

(Seal)

W. D. Hamilton
Clerk.

By W. B. Reed
Deputy.

ORIGINAL SUMMONS.

State of California, }
COUNTY OF SAN DIEGO. } ss.

_____ being duly sworn deposes and says:

That he is, and was at the time of the service of the papers herein referred to, a Citizen of the United States, over the age of eighteen years, and not a party to the within entitled action, that he personally served the within Summons on the _____ day of

188 , on _____

_____

_____

_____

Defendant therein named, by delivering to each of said Defendant , personally, in the County _____, a copy of said Summons and upon Defendant

personally, in the County of _____, a copy of said Summons attached to a _____ copy of the complaint in the action therein named.

_____

Subscribed and Sworn to before me, this } _____ } 188

day of _____

_____

_____

Served Aug 24/189

No. _____

SUPERIOR COURT,

County of San Diego,

Department No. _____

George Neale

Plaintiff

vs.

Thomas Whaley et al

Defendant

Copy

~~Original~~ Summons.

Filed _____ 188

_____ *Clerk.*

By _____ *Deputy Clerk.*

J. E. Larkin and Annsaken & Britt

Attorney for Plaintiff

Sheriff's Office. }
County of San Diego, } ss.

I hereby certify that I received the within Summons on the _____ *day of* _____ *A. D. 188* _____ *and personally served the same on the* _____ *day of* _____ *on* _____

_____

_____

_____

_____

_____

_____

Defendant therein named, by delivery to each of said Defendant personally, in the County of _____, *a copy of said Summons, and upon Defendant* _____

_____

personally in the County of San Diego, a copy of said Summons attached to a _____ *copy of the Complaint in the action therein named.*

_____ *Sheriff.*

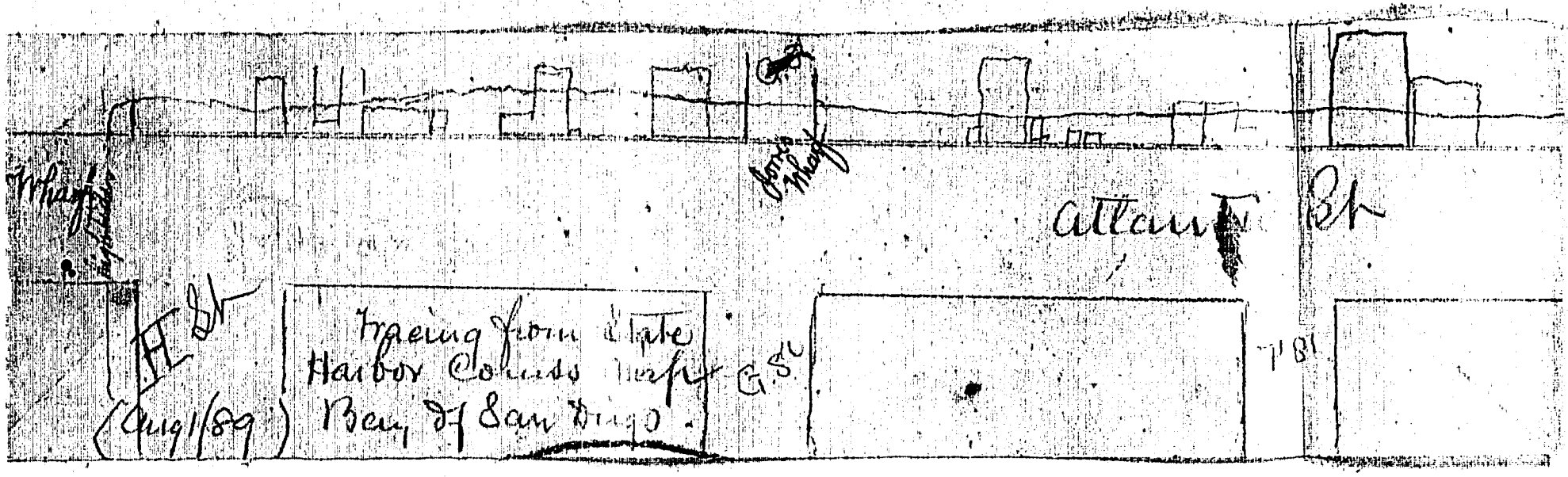
By _____ *Deputy Sheriff.*

Dated _____ *188*

Sheriff's Fees: _____

1- 1889

Tracing from
Harbor Commission
M.P


Wharf
Atlantic St
Tracing from State
Harbor Commissioners Map
Bay of San Diego.
(Aug 1/89)

B
G
H
A
Sentry Post
High Level

26-41

San Diego, Cal., Aug 13 1890.

Mr. Thos Haley

To **San Diego Coal Company,** Dr.

DEALERS IN

HOUSE, STEAM and BLACKSMITH COAL

COKE, CHARCOAL AND KINDLING.

Yard, Cor. Fourth & K Streets. Telephones: Yard, 155. Office, 76. Office, 922 Fifth Street.

July 2	500 Gallup	350	

Paid Lo Coulee

R. M. POWERS, Pres. & Mgr. — OFFICE OF — F. W. JACKSON, Secretary.

San Diego Gas and Electric Light Co.

San Diego, Cal. _____ 188

Dear

We have just received a new lot of Gas Stoves which we are certain will prove to our customers at cost of a month's gas bills — Cooking by Gas is absolutely safe — Now with the stove we are explaining that to regulate heat from the use of kerosene lamps you must be sure that the heat is being wasting from the use of gas — You save time money & health by the use of gas as a fuel.

There is no longer necessity for so much more expense than the use. In order to remove that impression we will give a stove free of charge to any customer who will go to the stores to make a special visit to entire satisfaction shall be pleased to have you call at your earliest convenience as the duration of the terms offer.

Very truly yours

San Diego Gas & Elec. Co.

Supt. Mer.

R. M. POWERS, Pres. & Mgr. — OFFICE OF — F. W. JACKSON, Secretary.

San Diego Gas and Electric Light Co.

San Diego, Cal. _____ 188

I am glad to assert that the use of gas for cooking in my family is superior to coal or wood both in cost & labor saving & is a great! I cannot understand its advantages and now would not dispense with it. I have the oven on my third gas time and with most excellent results. (Signed) Geo. E. J. Chase.

I am for cooking in my family has given great satisfaction. It is much more convenient cleaner & cheaper than other fuel. Thus we would be unwilling to dispense with it even if it cost more on account of the time and labor saved by its use.
(Signed) J. J. Chase.

I can unhesitatingly say that gas is by all odds the best fuel for cooking purposing in this climate where a continued fire is not desired. It is clean economical safe & satisfactory & I can cheerfully recommend its use
(Signed) J. F. Atherton.

R. M. POWERS, Pres. & Mgr.

OFFICE OF

R. M. POWERS, Gen'l Mgr.

F. W. JACKSON, Secretary.

San Diego Gas and Electric Light Co.

San Diego, Cal. _____ 188

The Gas Co. would respectfully refer to the following consumers who are using Gas Stove for any other facts relating to the efficiency & economy of gas as a fuel.

J. J. Clark	1st Nat'l Bank Bldg.
C. C. Loomis	8 ave. & Ash E.
Mrs. S. G. Wilkerby	8 ave. & J
J. Carter	[illegible] Cedar
J. W. Caine	. . .
W. J. W. Bowers	Florence Hotel
Mrs. W. C. Adams	[illegible] Cedar
" A. M. Powers	9th ave. A.
" C. A. Dierendorf	6 ave. G.
" Geo. A. Merrill	[illegible]
" E. W. Morey	10 ave. G.
A. Allison	10 ave. G.
A. Stephens	11 ave. [illegible]
J. Stephens	. . .
Mrs. O. H. Durey	. . .
Mrs. E. M. Shubert	[illegible]
J. H. Shumway	7 ave. [illegible]
J. A. Rutherford	7 [illegible]
J. A. Drumheller	7 ave. J
J. H. Chandler	9 ave. E and F
Geo. E. A. Crane	9th ave. Cedar

Return to
SAN DIEGO GAS & ELECTRIC LIGHT CO.,
SAN DIEGO, Cal.,
If not delivered within 10 days.

SAN DIEGO
AUG 27
11 AM
89

UNITED STATES

Thos. U. Lacy
933 State

☞ If this Policy is canceled the following receipt is to be filled up and signed by the assured.

_____ 188

In consideration of _____ Dollars, *Return Premium, the Receipt of which is hereby acknowledged, this Policy is canceled and surrendered to the said Companies.*

_____ Assured.

No. 7390

Insured Amount $ Aug 16 188

PACIFIC DEPARTMENT

Policy on Hand

221 Sansome Street

San Francisco.

HOME INSURANCE CO. OF NEW YORK.

PHOENIX INSURANCE CO. OF HARTFORD, CONN.

$1500 Premium, $30

Policy and Survey, $

THIS POLICY EXPIRES

Oct 31st 1888.

☞ Please read this Policy carefully to prevent misunderstanding in case of loss.

Ed. May, 188.

PARKER & HAMILTON AGENTS.

☞ This Policy is not assignable for purposes of collateral security, but in all such cases it is to be made "Payable in case of loss," etc., by endorsement on its face. In case of actual sale and transfer of title, leave having been previously obtained, the form subjoined may be used, which must be executed at the time of said transfer.

The property hereby Insured having been purchased by _____ *the Insurance Companies within named consent that the interest of* _____ *in the within Policy may be assigned to said purchaser; subject, nevertheless, to all the terms and conditions therein mentioned and referred to.*

Dated at _____ *this* _____ *day of* _____ 188

_____ Agent.

For Value Received, *hereby transfer, assign, and set over unto* _____ *and assigns, all right, title and interest in this Policy of Insurance, and all benefit and advantage to be derived therefrom.*

Witness *hand and seal this* _____ *day of* _____ 188

_____ (L.S.)

Sealed and delivered in Presence of

BRANCH OFFICE,
221 Sansome Street,
San Francisco, Cal.
A. E. MAGILL, Gen. Ag't.

No. 7390
$1500.00

BY THIS POLICY OF INSURANCE,

The Home Insurance Company,
OF THE CITY OF NEW YORK,
Sum Insured, $750.00 Premium, $15.45

AND

The Phœnix Insurance Company,
OF THE CITY OF HARTFORD, CONNECTICUT,
Sum Insured, $750.00 Premium, $15.45

EACH ACTING AND CONTRACTING FOR ITSELF AND NOT ONE FOR THE OTHER.

It being mutually understood and agreed by all parties in interest, that one-half of the premium is payable to each Company, and that only one-half of the liability is assumed by each Company,

In Consideration of Thirty and 90/100 **Dollars,**

to them paid by the Insured hereinafter named,

Do Insure Thos N Haley against Loss or Damage by Fire

to the amount of Fifteen Hundred Dollars,

$1500 On his one story brick shingle roof Store building
Situate on Lot 1 Block 480 Old San Diego
San Diego County Cal.

July 16th 88.
Permission granted for above described building
to remain vacant for 30 days from date hereof.
Porter Hamilton & Clintonson

Loss, if any, payable in United States Gold Coin.

Whole Sum Insured $1500
Time, 1 yr
Rate, 2.06
Premium, $30.90

TERM. Said property is insured from the 31 day of Oct in the year one thousand eight hundred and eighty-seven, at noon, to the 31 day of October in the year one thousand eight hundred and Eighty-eight, at noon,

Perils Insured against, and exceptions. against all such immediate Loss or Damage not exceeding the whole sum insured, nor the interest of the assured in the property, except as hereinafter provided, as may occur from FIRE, originating from any cause except invasions, insurrections, foreign enemies, civil commotions, riots, or any military or usurped power, or by order of the civil authorities; the amount of said loss or damage to be estimated according to the actual cash value of the insured property at the time of the fire, but not to include loss or damage caused by lightning, cyclones or wind storms, or explosions of any kind unless fire ensues; and then to include that caused by fire only, and to be paid to the assured or to the assured's legal representatives sixty days after due notice and satisfactory proof of the same have been received at the office of the said Companies in San Francisco, Cal., in accordance with the terms of this policy, hereinafter mentioned.

Matters avoiding Policy. This policy shall be void in the following instances, unless consent is endorsed by the said Companies thereon, viz.: if any material fact or circumstance stated in writing or otherwise has not been correctly represented by the assured, or if any fact material to the risk has been withheld,—or if there is any over-valuation of the property insured,—or if the assured now has or shall hereafter make any other insurance (whether valid or not) on the said property, or any part thereof,—or if said property shall be removed (except that if such removal shall be necessary for the preservation of the property from fire, this policy shall be valid without such assent for five days thereafter),—or if the occupancy, situation, or circumstances affecting the risk shall, by or with the knowledge, advice, agency, or consent of the assured, be so altered as to cause an increase of such risk,—or if, at the time of any renewal of this policy, there has been any change in the risk, either within itself or otherwise, not then made known to the said Companies by the assured,—or if the said property shall be sold,—or this policy assigned,—or if the title or possession of the property, or any part thereof, is transferred or changed (other than by succession by reason of death of the assured), whether by legal process, judicial decree, voluntary transfer, conveyance, or otherwise,—or if the assured is not the unconditional and sole owner of the property,—or if the interest of the assured, either as owner or otherwise, be not truly and fully stated in this policy,—or if the premises hereby insured shall become vacant or unoccupied, and so remain vacant or unoccupied for more than ten days,—or

Cancellation of Policy. This insurance may be terminated at any time at the request of the assured, in which case these Companies shall retain the customary short rates for the time the policy has been in force. It may also be terminated at any time at the option of these Companies, on giving written or verbal notice to that effect, and refunding or tendering a ratable proportion of the premium for the unexpired term of the policy.

When Policy refers to Survey or Application. If an application, survey, plan or description of the property herein insured is referred to in this policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured.

Re-Insurance. Re-insurance for any other insurance company shall be on the basis of joint liability, and in the event of loss, these Companies shall pay only their proportion of the loss sustained by the re-insured company under its policy.

Commission Clause. Commissions on merchandise in hands of consignee, or profits, are not covered by this policy, unless specially insured as such.

Insured to assign to Companies claims against third parties. When these Companies shall claim that the fire was caused by the act or omission of a third party, the assured on receiving payment from these Companies, or at any time thereafter, shall assign to these Companies all rights to recover satisfaction from said third party.

Time within which suit may be brought. No suit or action of any kind against these Companies, for the recovery of a claim under this policy, shall be sustainable in any court of law or chancery, unless commenced within the term of one year from the date of fire; such lapse of time shall be deemed conclusive evidence against the validity of such claim.

And the said Companies respectively agree that, in case the assured shall have to resort to judicial proceedings for the purpose of enforcing his claims under this Policy, it shall NOT be necessary for him to proceed against each of them, but that he may *bring his action against either of them*, and that the other shall be bound and concluded by the result of such action in the same manner and to the same effect as if it had been prosecuted against each of them separately with the like result.

Proceedings in case of Loss.

Notice to be given. W[illegible] n a fire h[illegible] occurred [illegible] the property [illegible]red, the assured [illegible] give immediate notice

Yorker Hanover's Insurance

Loss, if any, payable in United States Gold Coin.

Whole Sum Insured $1500

Time, 1 yr

Rate, 2.06

Premium, $30.90

TERM. Said property is insured from the 31 day of Oct noon, at noon, to the 31 day of October in the year one thousand eight hundred and eighty-eight, at noon,

Perils insured against, and exceptions.

in the year one thousand eight hundred and eighty-two, against all such immediate Loss or Damage not exceeding the whole sum insured, nor the interest of the assured in the property, except as hereinafter provided, as may occur from FIRE, originating from any cause except invasions, insurrections, foreign enemies, civil commotions, riots, or any military or usurped power, or by order of the civil authorities; the amount of said loss or damage to be estimated according to the actual cash value of the insured property at the time of the fire, but not to include loss or damage caused by lightning, cyclones or wind storms, or explosions of any kind unless fire ensues, and then to include that caused by fire only, and to be paid to the assured or to the assured's legal representatives sixty days after due notice and satisfactory proof of the same have been received at the office of the said Companies in San Francisco, Cal., in accordance with the terms of this policy, hereinafter mentioned.

Matters avoiding Policy.

This policy shall be void in the following instances, unless consent is endorsed by the said Companies hereon, viz.: if any material fact or circumstance stated in writing or otherwise has not been correctly represented by the assured, or if any fact material to the risk has been withheld,—or if there is any over-valuation of the property insured,—or if the assured now has or shall hereafter make any other insurance (whether valid or not) on the said property, or any part thereof,—or if said property shall be removed (except that if such removal shall be necessary for the preservation of the property from fire, this policy shall be valid without such assent for five days thereafter),—or if the occupancy, situation, or circumstances affecting the risk shall, by or with the knowledge, advice, agency, or consent of the assured, be so altered as to cause an increase of such risk,—or if, at the time of any renewal of this policy, there has been any change in the risk, either within itself or otherwise, not then made known to the said Companies by the assured,—or if the said property shall be sold,—or this policy assigned,—or if the title or possession of the property, or any part thereof, is transferred or changed (other than by succession by reason of death of the assured), whether by legal process, judicial decree, voluntary transfer, conveyance, or otherwise,—or if the assured is not the unconditional and sole owner of the property,—or if the interest of the assured, either as owner or otherwise, be not truly and fully stated in this policy,—or if the premises hereby insured shall become vacant or unoccupied, and so remain vacant or unoccupied for more than ten days,—or if the building stands on leased land,—or if the premium be unpaid,—or if it be a manufacturing establishment running in whole or in part extra time (except that such establishment may run extra hours not later than ten o'clock P. M.), or if such establishment shall cease to be operated,—or if the assured shall make any attempt to defraud the said Companies either before or after loss,—or if articles subject to legal restriction shall be kept in quantities or manner different from those allowed or prescribed by law,—or if gunpowder, exceeding in quantity twenty-five pounds, or phosphorus, saltpetre, benzine varnish, benzole, gasoline, spirit gas, rubber cement, nitro-glycerine, oily waste, fireworks, petroleum, benzine, naphtha, or other chemical oils or burning fluids, shall be kept or used by the assured on the premises insured, except that what is known as refined petroleum, kerosene, or coal oil, may be kept for sale in quantities not exceeding five barrels, and may be used for lighting, but not to exceed one barrel shall be kept for that purpose.

When Companies are not liable.

The said Companies shall not be liable in the following instances, viz.:

For loss by theft at or after a fire;

For loss and damage where fire heat is used in any process, to the articles damaged by such process;

For loss and damage to goods in show-windows where the fire originates from the lights in said windows, or the lighting thereof;

For loss or damage caused by neglect of the assured to use all practicable means to save and protect the property at and after the fire, or when the property is endangered by a fire in neighboring premises;

For loss or damage if the building insured, or any part thereof, or any building containing property insured, shall fall (except the fall is the result of fire); and thereupon this insurance shall cease and determine;

For loss or damage to any wooden coverings to metal, gravel, earth, composition, or other fire proof roof, unless the same shall be specially mentioned, and a separate amount insured on each item.

Property not covered by this Policy.

Goods held on storage, money or bullion, bills, accounts, notes, securities, and evidences of debt or of property of any kind, deeds, manuscripts, drawings, models, patterns, dies, tools, implements, paintings, engravings, picture frames, sculpture, medals, casts, curiosities, ornaments, jewels, precious stones, plate, watches, musical instruments, printed music, scientific instruments and apparatus, store furniture and fixtures, frescoes or gildings on walls and ceilings, plate glass in doors or windows, where the plates exceed nine square feet each, are not covered by this policy unless specially mentioned.

General Provisions.

Apportionment of Loss.

In case of any other insurance upon the property insured or any interest therein, whether valid or not, and whether prior or subsequent to the date of this policy, the said Companies shall be liable to pay no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon, whether such other insurance be by specific or by general or floating policies, and whether it be general insurance on the whole property, or any portion of it, or of some special right or interest therein. And it is hereby declared and agreed, that in case of any other insurance upon the property hereby insured, in these Companies or in any other Company, which shall be subject to conditions of average, this policy shall be subject to average in like manner.

Person not an Agent of the Companies.

Any person not holding a commission from these Companies as agent shall be deemed to be the agent of the assured, and not of these Companies under any circumstances whatever, in any transaction relating to insurance.

Cancellation of Policy.

This insurance may be terminated at any time at the request of the assured, in which case these Companies shall retain the customary short rates for the time the policy has been in force. It may also be terminated at any time at the option of these Companies, on giving written or verbal notice to that effect, and refunding or tendering a ratable proportion of the premium for the unexpired term of the policy.

When Policy refers to Survey or Application.

If an application, survey, plan or description of the property herein insured is referred to in this policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the assured.

Re-Insurance.

Re-insurance for any other insurance company shall be on the basis of joint liability, and in the event of loss, these Companies shall pay only their proportion of the loss sustained by the re-insured company under its policy.

Commission Clause.

Commissions on merchandise in hands of consignee, or profits, are not covered by this policy, unless specially insured as such.

Insured to assign to Companies claims against third parties.

When these Companies shall claim that the fire was caused by the act or omission of a third party, the assured on receiving payment from these Companies, or at any time thereafter, shall assign to these Companies all rights to recover satisfaction from said third party.

Time within which suit may be brought.

No suit or action of any kind against these Companies, for the recovery of a claim under this policy, shall be sustainable in any court of law or chancery, unless commenced within the term of one year from the date of fire; such lapse of time shall be deemed conclusive evidence against the validity of such claim.

And the said Companies respectively agree that, in case the assured shall have to resort to judicial proceedings for the purpose of enforcing his claims under this Policy, it shall NOT be necessary for him to proceed against each of them, but that he may *bring his action against either of them*, and that the other shall be bound and concluded by the result of such action in the same manner and to the same effect as if it had been prosecuted against each of them separately with the like result.

Proceedings in case of Loss.

Statement to be made by Insured in case of Loss.

When a fire has occurred damaging the property hereby insured, the assured shall give immediate notice to the General Agent at San Francisco, and render a particular account of such loss, signed and sworn to by the assured; if there is other insurance (whether valid or not), shall give a detailed account of same, with copies of the written portion of all policies; shall also give the actual cash value of the property; the interest of the assured therein; the interest of all other parties therein (if any), giving their names; the amount of loss or damage; for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used; when and how the fire originated; shall also produce a certificate, under the hand and seal of a magistrate, notary public, or commissioner of deeds, nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the assured, stating that he has examined the circumstances attending the loss, knows the character and condition of the assured, and verily believes that the assured has, without fraud, sustained loss on the property insured to the amount which he shall so certify.

Companies may examine books of account, etc.

These Companies or their representatives may examine the books of account and vouchers of the assured, make extracts from same, and if required, the assured shall submit to one or more examinations under oath, and sign same when reduced to writing; shall exhibit to the Companies or their representative all that remains of the property covered by this policy, and if desired, certified copies of all bills and invoices where originals have been destroyed; and until sixty days after the proofs, examinations, declarations, and certificates, herein called for are rendered, including an award by appraisers, when an appraisal has been required, the loss shall not become payable. Proofs of loss in all cases shall be made and signed by the party or parties insured.

Property cannot be abandoned to the Companies.

There can be no abandonment to these Companies of the property insured, but these Companies reserve the right to take the whole or any part thereof at its appraised value.

Apportionment of loss if property be not destroyed.

Should property be damaged by removal from a building when there is no loss by fire, the damage shall be borne by assured and the Companies in such proportion as the whole sum insured bears to the whole value of the property insured.

If Companies elect to repair, etc. Proofs to be furnishable, etc.

These Companies may repair, restore, or replace the property damaged or destroyed, on giving notice of such intention within thirty days after receipt of the proofs herein required, in which case the assured shall furnish plans and specifications of property so damaged or destroyed; and no local ordinance preventing the repairing or restoring with like material, of any building damaged or destroyed by fire, shall prejudice these Companies as to the amount of loss or damage to be paid, but in such case the measure of loss shall be the estimated cost of repairing or replacing with like material.

Differences to be referred to appraisers.

If differences of opinion arise between the parties hereto, as to the amount of loss or damage, that question shall be referred to two disinterested men, each party to select one (and in case of disagreement, they to select a third), who shall ascertain, estimate, and appraise the loss or damage, and the award of any two in writing shall be binding on the parties hereto, as to the amount of such loss or damage, and each party shall pay one-half the expense of reference. When personal property is damaged, the assured shall put it in the best order possible, and make an inventory thereof, naming the quality and cost of each article, and the amount claimed on each, and upon each article the damage shall be separately appraised in the manner above provided; detailed reports of the appraisers in writing, under oath, shall form a part of the proofs hereby required. Any fraud or attempt at fraud, or false swearing on the part of the assured, shall cause a forfeiture of all claim under this policy.

IT IS FURTHER UNDERSTOOD AND AGREED, by and between the parties hereto, that nothing herein contained shall be construed as creating or importing any Joint liability on the part of the above named Companies, but that each of the said Companies shall be regarded as only severally liable upon this Policy for the amount insured by each under the same, in the same manner and not otherwise, as if each had issued its separate Policy for the proportionate amount which each insures as above mentioned.

In Witness Whereof, The said **HOME INSURANCE COMPANY** and the said **PHŒNIX INSURANCE COMPANY** have severally caused these PRESENTS to be signed by their respective PRESIDENTS, and attested by their respective SECRETARIES. But this Policy shall not be valid unless countersigned by the duly authorized Agent of said Companies at Chicago Ill.

Chas Isaacs President, W. Wachsmuth Secretary, } HOME INSURANCE CO. OF NEW YORK.

H. Killogg President, D. H. Dilton Secretary, } PHŒNIX INSURANCE CO. OF HARTFORD.

Countersigned this 31 day of Oct 1882 Geo. Rouse Agent

Copy

San Diego Aug 1 / 89.

Mrs M. C. Ringgold,
Care Treasury,

Your favor of the 25th inst to hand, there has nothing further been done in the matter of Hayes vs Ringgold's [illegible] vacation / the attorneys will bring the cause to trial, but as they have the case on a contingent fee it is not likely they will push matters until they have the agreement with the heirs properly executed, you will remember I sent it to you for signing and to be sent to Mollie, her acknowledgement was defective and the same was returned for a proper acknowledgement sent it to Sophie [illegible] returned it to me with [illegible] they require it and she ought to send it to Mollie, I have written her about the matter but have not heard from her.

Letter to
Mrs Mary E. Pugh
Aug 1/89

1417 - 5th St
Friday 14/90

Feby 1/1

Pd
Pd 5
Pd 4
Pd
Pd
Pd
Pd
Pd
Pd
Pd
Pd
Pd
Pd

Home Girl
Westward

100 25

W. H. FORSE,
Gen'l Agent.

J. D. CURTIS,
Gen'l Supt.

UKIAH
TO
BLUE LAKES.
SARATOGA.
LAKEPORT.

WILLITS.
CAHTO.
LAYTONVILLE.

LOW GAP.
HALF WAY.
COMPTCHE.
MENDOCINO.

Ukiah, Cal., Aug. 22 1889.

Mr Francis H. Whaley
Mendocino

Dear Sir

Yours of the 19th ult. at hand, and in reply would say that your trunk was properly weighed and charged for accordingly. We know nothing about the weight given you by the P.C.S.S. or the S.F.&N.P.Ry. as neither Co are weighing baggage for us.

Your trunk weighed 185# strong and our charge is 5ct per lb.

Very respectfully
Forse & Curtis

OFFICE OF WHALEY & MOMAND,

REAL ESTATE DEALERS AND GENERAL AGENTS,

MORSE, WHALEY & DALTON BLOCK

(Duplicate Receipt.)

San Diego, Cal., Aug 26th 1889

RECEIVED FROM Mr. Nat. Barnes

Fifteen no/100 DOLLARS

RENT OF the Whaley Homestead L 31-(52) Old Town

FROM September 1st 89 TO October 1st 89 on account

to be credited as a rebate and Mr. S. Morburger of

Barnes has put it in the hands of agents

agreed to be done at his expense, BY The Whaley

AGENTS

N. H. Crosby, Printer, San Diego, Cal.

W. M. Barnes

SEPT
1889

Sept 18/89 At request of Mr F. Ekins, I left
with him our agreement with J.C. Young
to show to his lawyer. I told Mr E. that
the agreement assigned to us by B. Howard, we
would assign to him, and then he could bring
suit for title against Young, and if
this was done we would give him a deed from Bitterpaugh
He asked why and I gave my reason
I told him I did not think this could be
done till title was quieted, but said
I would do so.
He is to pay $150 and pay to
Quiet Title.

Thos W Halley

WHALEY & DALTON,

SUCCESSORS TO MORSE, WHALEY & DALTON,

809 FIFTH STREET,

SAN DIEGO, CALIFORNIA.

Pioneer Real Estate Dealers

NOTARIES PUBLIC.

EXCLUSIVE CONTROL OF VALUABLE PROPERTIES.

Taxes Paid — Morse Addition, Etc. — Rents Collected.

References--Consolidated National Bank of San Diego.

H. C. TREAT. F. P. WHITE.

Sept 20 1889

M Thomas M Whaley
Whaley Building

To A J Lyons Dr.
5th bt J & K.
Stockton, Sacramento.

TERMS: Net
Assignee

July	1	To Balance		40 75
		Bread 10 Coffee 50		
	2	Eggs 30 Sardines 20 Tea 25		1 35
		Eggs 30 Bread 10		
	5	Butter 45 Cigarettes 10		95
		Eggs 30 Cigarettes 10		
	8	Eggs 30 Bread 10		
		Coffee 50 Crackers 20		1 50
	10	Bread 10 Eggs 30		40
				44 95

Paid
H. C. Treat Assignee
for Geo Stockton

Oct 28th 89

44 95
40 75
4 20

Thos McKaleg
Dec 95
Veor 1st Nat Bk.

P. O. BOX 903.

San Diego, Cal. July 1st 1887

Mr Thomas O'Haley

BOUGHT OF

BAY VIEW GROCERY,

ANDREW J. LYONS, Proprietor.

—DEALER IN—

Family Groceries, Hay, Barley and Country Produce, Cigars and Tobacco,

CORNER A AND COLUMBIA STREETS.

1887		Balance as per bill rend	$1.30
		Coffee 50 Eggs 50 Milk 20	1.00
	3	Sugar	1.00
	3	Butter 50 Eggs 50 Coffee 50 Pearline 15	1.45
	12	Milk 4g. 20 Gals Oil 1.25 (Mmb.)	1.45
	16	Bacon 60 Lard 50 Cheese 40 Crackers 25	2.15
		Macaroni 15 Cakes 15 Flour 1.50 (Mmb.)	1.60
	27	Butter 50 Oil 50 4g.	.80 $10.75

Page Book to forward $47.35
Allowance on do 9.45
Total 56.80
Cash on account Sept. 22.31
Balance due 34.58

San Diego, Cal. June 1 1889

Thomas H Haley

BOUGHT OF **BAY VIEW GROCERY,**

ANDREW J. LYONS, Proprietor.

—DEALER IN—

Family Groceries, Hay, Barley and Country Produce, Cigars and Tobacco,

CORNER A AND COLUMBIA STREETS.

May	1	To Balance acct as per bill rend	15 75
	"	Doz Eggs	
	6	Doz Eggs 50 Milk 20 Coffee 50 Pearline 15	90
	8	Oats 25 Eggs 50 Milk 20 Sardines 40	1 15
	"	Mackerel 25 Graham Flour 45	1 40
	"	Sugar 10 Butter 40	70
	11	Eggs 50 Jelly 20 Milk 20 Coffee 50	1 40
	"	Ray B Powder 50 Crackers 25	1 20
	13	Milk 20 Doz Eggs 50	70
	15	Butter 40 Ham 45 Jelly 20	90
	18	Coffee 50 Doz Eggs	1 05
	20	Tea 50 Eggs 50 Mackerel 25 Ham 6c 18 Pearline 15	80
	22	Butter 25 Milk 40	2 30
	25	Milk 20 Coffee 50 Eggs 50 Crackers 25 Oats 25	65
	27	Butter 40 Milk 40 Eggs 50 Sugar 50	1 80
	29	Castile Soap 25 Sardines 40	65

San Diego, Cal. May 1st 1889

Thomas Whaley

BOUGHT OF

BAY VIEW GROCERY,

ANDREW J. LYONS, Proprietor.

—DEALER IN—

Family Groceries, Hay, Barley and Country Produce, Cigars and Tobacco,

CORNER A AND COLUMBIA STREETS.

GOULD & HUTTON, PRINTERS, 526-540 THIRD ST.

April	1	To Bal as per bill rend	$22 30	
"	"	Coffee 50 Eggs 50 Cheese 25 Butter 30 Milk 20	1 55	
"	3	Butter 50 Milk 20	70	
"	6	Coffee 50 Salom Pilot 25 Eggs 25 Milk 20	1 20	
"	8	Butter 50 Eggs 50 Pearline 15 Oats 25	1 20	
"	10	Milk 20 Coffee 50 Eggs 25	95	
"	11	5 gal Oil	1 55	
"	13	Butter 50 Sugar 50 Milk 20 Eggs 25 Coffee 50	1 95	
"	15	Milk	20	
"	17	2 Doz Eggs 60 Milk 20 Salom Pilot 25	1 15	
"	20	Coffee 50 Butter 50 Milk 20 Eggs 50	1 50	
"	24	Eggs 50 Milk 20 Coffee 50 Bacon 25 Pearline 15	1 40	
"	27	Mackerel 25 Eggs 50 Salom Pilot 25	80	
"	29	Butter 40 Milk 20 Coffee 50 Salt 20	1 30	37 40
				5 50
				31 90

A. Lyons.

$34.50

19" L #
2 1/2
28.06

2 bale
28.06
2 2 6
90.18

CARRIAGES
of all kinds
MADE TO ORDER IN
First-Class Style
REPAIRING
Promptly done at
FAIR RATES

San Diego, Cal. Sept 6th 1889

Mr Thos Whaley

J. W. WISCOTT, Jr.

—MANUFACTURER OF—

Wagons & Carriages.

Best Material used and in Constant Supply.

To one pair of Shafts		12 —

Rec'd Payment
J. W. Wiscott

Thos Whaley

Number 30 San Diego, Sept 26 1889

Solicitor J. R. Harmon

THE LEWIS PUBLISHING COMPANY.

I hereby subscribe for One *copy of your forthcoming work, entitled* "A Memorial History of Southern California" *for which I promise to pay to your order Eighteen Dollars per copy, when delivered at my residence or place of business. I base this order on what is promised in your prospectus, a copy of which I have.*

(See Over) *Name.* H. Ritchey

County. San Diego *P. O. Address.* 933 Ninth St. San Diego

Oct 23, 1890. Gave my note for the within. for $18.00 payable in one year from date at 7% per annum interest till paid and such commission as court may allow in case of suit. Payable at Bank

W. McNaughty.

In the Superior Court of the County of San Diego,

STATE OF CALIFORNIA.

W. G. Rifenberg, Plaintiff,

vs.

F. H. Whaley, Defendant.

WRIT OF ATTACHMENT.

C. C. P., SEC. 540.

THE PEOPLE OF THE STATE OF CALIFORNIA,

To the Sheriff of the County of San Diego, State of California, GREETING:

Whereas the above entitled action was commenced in the Superior Court of the County of San Diego, State of California, on the 9th day of Sept. 188 9, by the Plaintiff in said action, to recover from the Defendant in said action the sum of $441 96/100

and costs of suit; and the necessary affidavit and undertaking herein having been filed as required by law,

Now, we do therefore command you, the said Sheriff, that you attach and safely keep all the property of said Defendant within your said San Diego County, not exempt from execution, or so much thereof as may be sufficient to satisfy the said Plaintiff's demand, as above mentioned, unless the said Defendant give you security by an undertaking of at least two sufficient sureties, in an amount sufficient to satisfy such demand, besides costs, or in an amount equal to the value of the property which has been or is about to be attached, in which case you will take such undertaking; and hereof make due and legal service and return.

WITNESS, Hon. John R. Aitken Judge of the said Superior Court this 9th day of September 188 9.

[SEAL.]

ATTEST my hand and the seal of said Superior Court the day and year last above written.

M. D. Hamilton Clerk.

A True Copy. Attest:

S. A. McDOWELL, Sheriff. By R. B. Reed Deputy Clerk.

By M. Holcomb Deputy.

SHERIFF'S OFFICE,

County of ..... } SS.

188.....

To

You will please take notice that all moneys, goods, credits and effects, and all other personal property in your possession or under your control, belonging to

the defendant named in said writ, of which the within is a copy, and all debts owing by you to said defendant , are attached in pursuance of said writ; and you are hereby notified not to pay over or transfer the same to any one but myself.

Please give me a memorandum stating the amount and description of all such debts, moneys, goods, credits, effects and other personal property.

Sheriff.

By..... *Deputy Sheriff.*

No. 3739

Superior Court,

County of San Diego.

Department No.

W. G. Rosenberg
Plaintiff

vs.

F. H. O'Haley
Defendant.

COPY

Writ of Attachment.

Filed Sept. 1889

W. H. Blackwood
Attorney For Pltff

Published, Hungerford & Co., Print., 831-3 Fourth Street.

4
Final Judgment
Who Plan - Paid

San Diego, Cal., Sept 5 1889

Mr Thos W Haley

To George A. Merritt, Dr.

DEALER IN

Gas Fixtures and Plumbing Goods,

SANITARY PLUMBING, GAS, STEAM AND WATER FITTING.

~~ESTIMATES FURNISHED.~~

534 Eleventh Street.

To Repairing Hose			
" 6 Straps 30 f 2 1/2 Mapper "		40	
" Labor		20	60
Cash			
Geo A Merritt			

TO LET!

APPLY TO

MORSE, WHALEY & DALTON.

Pa. Hist Soc
Coll. Gov. Pa

L. W. Bardsley
Poway

18 Bales 2,845 Lb Hay $12.88
Sept 4/89 Red Pouyrub
L. W. Bardsley

Aug 30
Sept 1
Sept 2
Sept 3
Sept 4
Sept 5
Sept 6
Sept 7
Sept 8
Sept 9
Sept 10
Sept 11
Sept 12

WENDELL EASTON, President. GEO. W. FRINK, Vice-President. F. B. WILDE, Secretary. ANGLO-CALIFORNIAN BANK, Treasurer.

EASTON, ELDRIDGE & COMPANY

A CORPORATION

AT AUCTION OR PRIVATE SALE

REAL ESTATE AGENTS AND AUCTIONEERS

F. B. WILDE
RESIDENT DIRECTOR AND MANAGER
SAN DIEGO BRANCH

PRINCIPAL PLACE OF BUSINESS 618 MARKET ST. SAN FRANCISCO.
No. 20 West First St Los Angeles
No 826 Fifth St San Diego
SUB AGENCIES AT EACH COUNTY SEAT OF THE STATE

San Diego, Sept 30 1889

Mr. Francis H. Heath,
Mendocino City,

Dear Sir:— Your letter of the 18th inst, enclosing the two contracts for the lots in El Cajon City, came safely to hand, and would have been answered sooner but for my absence and Mr. Hill's visit to Sacramento. Mr. Hill will be in the office next Saturday and I think we can arrange the matter of the contracts and deed at that time.

I am sorry you have been in so miserable a climate as that must we may come here the balance of the coming winter myself and family in San Diego. Yours very truly

F. B. Wilde

Sept 3 '89

Just this instant
received your
Dear

F. H. WHALEY.

R. MOMAND.

MORTGAGES BOUGHT AND SOLD
CAPITAL INVESTED
LOANS NEGOTIATED
PROPERTY MANAGED
TAXES PAID
RENTS COLLECTED
TITLES EXAMINED

WHALEY & MOMAND

SUCCESSORS TO MORSE WHALEY & DALTON

REAL ESTATE DEALERS AND GENERAL AGENTS.

CONSTRUCTION OF BUILDINGS MANAGED
PROPERTIES SUBDIVIDED AND PUT ON THE MARKET
LANDS BOUGHT, SOLD AND EXCHANGED ON COMMISSION.
HEADQUARTERS FOR SAN DIEGO COUNTY RANCH LAND.

Rooms 3.4.5
MORSE WHALEY & DALTON
— BLOCK —

San Diego, Calif. Sept 10th 1889

Dear Whaley:- My intention to write you the past two weeks or more, I now find myself, from sheer want of further excuse I suppose, making good. The fact is there has been nothing of consequence, nothing calculated to have a stimulating effect to write to. I did make an effort to "stir things up" a little, over at Roseville, as you may have noticed from the paper mailed you, our effort was rewarded with the most complete success in every respect — except in the amount of sales. About 350 people were gracious enough, from lack of other diversion, it appears, to lend us their presence, and showed as great appreciation of the music, lunch &c, as they displayed lack of interest in the sale. We had only about 30 lots to offer and were prepared to sell at extremely low prices, prices that were

Near Thou duplicated a dozen years ago or more, and on good terms 1/3 C bal in 1 or 2 yrs, but it was no use, no one seemed to have any money, only three or four tracts were uncovered down when we had to stop the sale, owing to the lack of interest displayed by the crowd.
The experience of this effort shows conclusively that real estate is a dead issue — for the present. People have neither the money or the faith, at any rate, not the two combined, which is necessary.
There seems to be more people "looking around" lately, I have been out to several, so called, ranches ~~lately~~ with some of these parties, only to see, in most very unfitness, barrenness personified — but at the usual prohibitory prices. The existing conditions badly handicap realty of business, and until some radical change takes place, so that buyer & seller can meet on something like an equal footing there is little for commission in sight.
Give my kindest regards to Mrs W.

Yours truly
P. P. Dunscomb

Apl 10 1891

WHALEY & MOMAND,

Real : Estate : Dealers,

—AND—

GENERAL AGENTS,

San Diego, - - California.

SEP 11 89

Mr F H Whaley

Mendicino

Calif

Mendicino Co.

OCT
1889

RATE.			
Fire Dep't Fund	.055	Public Health F'd	.045
Salary Fund	.31	Library Fund	.04
Police Dep't Fund	.01	Public Bld Fund	.02
Street Fund	.05	Office Fund	.015
Harbor & Wharf F'd	.005	General Fund	.075
Sewer & Drainage fd	105	Int & Redempt F'd	.07
School Fund	.12	Sewer B'd Int & Red	.22
Street Light Fund	.05	School B'd "	.06
Park Improvement	—	TOTAL	$1.25

OFFICE OF TAX COLLECTOR.

San Diego, Cal. Oct 29 1889.

Received of Anna E Whaley

9 21 DOLLARS

VOL. 3
PAGE 156 No.
TOTAL TAX $ 9 21
LESS ..... Per Cent
AMOUNT COLLECTED $ 9 21

in full for all City Taxes for the fiscal year 1889, *levied May,* 1889, *for revenue purposes of said city.*

DESCRIPTION.	LOT	BLOCK	ACRES	VALUE. Real Estate	Improvements	Personal	Deduction for mortgage	Mortgages & Trust Deeds
				$	$	$	$	$
Old San Diego	2	406		54				
Except R.R.R.	3	406		54				
New San Diego	5	757		979	850		1200	

Total Value of all Property after Deductions. $ 737

J M Dodge
COLLECTOR.

By W. J. Palmer
Deputy.

Mrs. M. E. Bissell
279. Putnam ave

Brooklyn Oct-13

Mr Thomas Whaley
My Dear Friend

I was much surprised yesterday when Mr Logan came home and gave me a letter from you as I had written to you and you did not answer either of my letters - I concluded you had so much business to attend to you did not have time or else you never received them the papers I asked Mr Logan for

to send to you he told me to
send them in his business
envelopes and you would be
sure to get them I am going to
send this letter in one and you
will be sure to get it I think
it so strange you never got any
picture as I pasted one of his
envelopes on the box. I have two
very dear friends who within the
past year have moved to San
Francisco should you ever go to
that city I know they would
be only too glad to see you as they
are very dear friends to me one
especially who was so good and
kind to me when dear Lolly was
with her Residence is 415
22nd St. that her name is Cole

I received a long loving letter from
her yesterday so entertaining she
writes that just as soon as she can
save money enough she is going
to send for me some day I guess it will
be some day. I sometimes think that
for me there is no more happiness
only waiting for the end to come
I hear from Little Lena through
Bessie being in the Office the Teacher
has bought a beautiful home at
Jamestown Heights on the Hudson
she has grown to be quite pretty
she is as large as I am. Bessie has
seen her several times he knows her
but she does not know him
Mame is engaged to be married to
a young man named Lambertson
some time in the course of the winter

Uncle Jethro has been very sick
but is quite smart again ~~[illegible]~~
Aunty is down visiting Jennie
they live at Ridgewood New
Jersey. Mrs Gibbs lives at 311
Macon st - Brooklyn Mannie
sold the old house in Classon Ave
and bought a Brown stone in
Macon st. Hattie lives in
New Brunswick yet address
Mrs Isaac Bates Caterer
New Brunswick New Jersey.
I will send you Lester Harrel
address when I write again. I wish
you many happy returns of the day
and pray you may be a space of
to those who love you a long time
as the last two winters have passed
away I have looked forward to the
coming thing in order for your
longest financial visit. Now I
have given up remember me to
all of your family I was just in the
verge of writing to Frank when I got
your letter the leaves are falling and
it warns us that winter will soon be
here please answer this soon wont
you. Love to all best wishes from
your true friend M. E. Bessell

Fire Dep't Fund			
Salary Fund	31	Library Fund	04
Police Dep't Fund	01	Public Bld Fund	02
Street Fund	05	Office Fund	015

PAGE 151 NO.
TOTAL TAX $ 81.60 79.55
LESS ..... Per Cent .....
AMOUNT COLLECTED $ 79.55

Oct 29 1889.

DOLLARS

Pay tax on $5 mortgage against McKinn.
Lewis R. $5000 on portion of Pt Guard
Howard $5000 trust co India D.S.
$10000
4/11/89 City Tax on mortgage by Howard $37.32
Personal Property of assessed $220, not assessed
Pd Pay on aside City Tax on 910-25 Hyman Old Landreth
Tide Land Survey no 63 14 94/100 A not assessed
Ex if Co not all'd
City Tax paid on another
They will complete my City Tax, except for Mr. W D D and Harrison New Kirk property. See those bills.
July 26/89 Thos Whalen

						VALUE				
						Improvements $	Personal $	Deduction for Mortgage $	Mortgages and Trust Deeds $
					6/12 1215			45	815
La Playa	N.D.	2+	3	45	000				
"	N.D.	2+	3	71	000				
"	N.D.	E½	3	90	000				
"	N.D.		3	91	000				
"	N.S.		1	99	000				
"	N.A.		4	107	000				
"			5	122	3				
"		6+E½	8	123	5				
				140	64				
"			6	155	3				
"			1	160	18				
"			4	165	3				
"		5. 7+	8	164	9				
"			2	166	14				
Old San Diego				402	228				
			4	450	47				
	all S.W. of RR		1	450	148	300			
	" N.E. " " "		1	457	18				
	" N.E. " " "		2	457	23				
	" N.E. " " "		3	457	24				
	" N.E. + Stony RR		4	457	25				
	25x100 ft in Northerly Cor		4	509	10	R.H. Dolan			
New San Diego	N½		C	763	431			5/12	Gregory
"	und ½		B	762	116			1/4	+ ½ Carleton
"	do		C	762	116			1/2	+ ½ Higgins
"	do		D	774	212			1/2	
Middletown	Except R of W. und ½		5	17	195			1/2	
	Except R of W. und ½ of N½ of		6	17	168			1/2	
Hortons add.	Und	½	D	171	90	15		1/2	
Roseville				179	136				
Morrisadd.	35+	36		66	90				
	35+		36	86	74				
	27+6		34	90	32				
			35	90	5				
			46	96	37				
	33+6		37	97	150				
	5+6		20	98	580				
	7+6		12	114	132				
	15+		19	115	44				
	7+6		10	116	88				
	25+		26	116	52				
	39+		40	116	44				
Moore Haley + Dalton add.			24	86	17				
	E. 7 ft + St			110	48				
Oct 29/89 all my taxes pd including		13+6	18	111	102				
but on Mr. W D D property		13+6	18	111	102				
except New Mexico which will be paid									
in a day or two. City Tax on New Kirk									
McKinn property. Mortgaged (trust)		7/12	12	139	72				
of $2750, $15000 other and at Balance									
Security $2750 paid Mr. on by Edwards to whom Cor.									
Pd. W. S. Mann.									

Total Value of all Property after Deductions. $ 636

J M Dodge
COLLECTOR.
By O. J. Palmer
Deputy.

Consolidated National Bank.

DEPOSITED BY McKoon

San Diego, 188

CENTS. Deduct mtge 2100 / 2750 Pd

DOLLARS. June 11/89 Rec'd [illegible] $34.54 on McKoon Mtg Profit assessed 2750, and cov'd by Mtge 2750 —

Currency, Gold, Silver, Check

889.

TOTAL TAX $ [illegible] 64

LESS .... Per Cent

AMOUNT COLLECTED $ 79.55

DOLLARS

…ay, 1889, for revenue purposes of

VALUE

					Improvements $	Personal $	Deduction for Mortgage $	Mortgages and Trust Deeds $
	Except R of W. S 77½	256		78½ 1025		N E ¼	[illegible]	
	E ½	1215		45 215				
La Playa	N.P. 2	3	45	000				
"	N.P. 2	3	71	000				
"	N.P. E ½	3	90	000				
"	N.P.	3	91	000				
"	N.S.	1	99	000				
"	N.P.	4	107	000				
"		5	122	3				
"	6 & E ½	8	123	5				
"			140	64				
"		6	155	3				
"		1	160	18				
"		4	165	3				
"	5. 7 &	8	164	9				
"		2	166	14				
Old San Diego			402	228				
		4	450	47				
		1	480	148	300			
	all S.W. of R.R.	1	487	18				
	" N.E " " "	2	487	23				
	" N.E " " "	3	487	24				
	" N.E & [illegible] R.R.	4	487	25				
	25 x 100 ft in Westerly cor	4	509	10	R. H. [illegible]			
New San Diego	N ½	C	763	431			S ½ [illegible]	
"	und ¼	B	762	116		[illegible] ¼	" ½	Carlson
"	do	C	762	116		½	" ½	
	do	A	774	212		½	½	Higgins
Middletown	Except R of W. und ½	5	17	195		½	"	
	Except R of W. und ½ of [illegible]	6	17	168		½	"	
Hortons add.	Und ½	D	171	90	15	½	"	
Roseville			179	136				
Morse add.	25 & 26		66	90	[illegible] E. W. [illegible] 5/89			
	35 & "	36	86	74				
	27 to	34	90	32	[illegible]			
		35	90	5	[illegible] 24/89	Tax pd by Gardner.		
	~~1 2~~	~~3~~	~~96~~	~~[illegible]~~				
		46	96	37				
	33 to	37	97	150				
	5 to	20	98	580				
	7 to	12	114	132				
	15 &	19	115	44				
	7 to	10	116	58				
	25 &	26	116	52				
	39 &	40	116	44				
Morse Whaley & Dalton add.		24	86	17				
	E. F. G. & H		110	48				
	13 to	18	111	102				
	13 to	18	112	102				
	7 to	12	139	11		½		

Oct 29/89 see [illegible] pd including [illegible] on Mr. [illegible]'s property [illegible] [illegible] Mtge which was [illegible] [illegible] [illegible] on McKoon property ([illegible]) valued at $2750. [illegible] assd at value [illegible] Securities $2750 — Tax paid thereon by [illegible] to whom [illegible] $64.38 — [illegible] [illegible] by Morse Whaley [illegible] [illegible] [illegible]

No personal property assessed [illegible] [illegible] [illegible]

Total Value of all Property after Deductions. $ ~~[illegible]~~ 6364

J. M. Dodge

COLLECTOR.

By O. J. Palmer

Deputy.

Police Dep't Fund	.01	Public Bld'g	[illegible]
Street Fund	.05	Office Fund	.015
Harbor & Wharf F'd	.005	General Fund	.075
Sewer & Drainage fd	.05	Int & Redemp F'd	.07
School Fund	.12	Sewer B'd Int & Red	.22
Street Light Fund	.05	School B'd "	.06
Park Improvement	—	Total	$1.25

San Diego, Cal. Oct 4 1889.

Received of Geo Whaley

79 55 DOLLARS

TOTAL TAX ....
LESS ..... Per Cent
AMOUNT COLLECTED $ 79 55

in full for all City Taxes for the fiscal year 1889, levied May, 1889, for revenue purposes of said city.

DESCRIPTION.	PUEBLO	LOT	BLOCK	ACRES	VALUE: Real Estate $	Improvements $	Personal $	Deduction for Mortgage $	Mortgages and Trust Deeds $
Pueblo SW 1/4	212			40	600				
Frach	232			9 6/10	96				
	233			20	240				
except R of W. SW 1/2	256			70 1/2	1025		NE 1/2	Mortg	
E 1/2	1215			45	315				
La Playa N.D. 2+		3	45		000				
" N.D. 2+		3	71		000				
" N.D. E 1/2		3	90		000				
" N.D.		3	91		000				
" N.D.		1	99		000				
" N.D.		4	107		000				
"		5	122		3				
" 6+E 1/2		8	123		5				
			140		64				
"		6	155		3				
"		1	160		18				
"		4	165		3				
" 5. 7+		8	164		9				
"		2	166		14				
Old San Diego			402		228				
		4	450		47				
all S.W. of R.R.		1	480		145	30			
" N.E. " " "		1	487		18				
" N.E. " " "		2	487		23				
" N.E. " " "		3	487		24				
" N.E. + 200 of R.R.		4	487		25				
25 x 100 ft in Westerly Cor		4	509		10	R.H. Bolan			
New San Diego N 1/2		C	763		131			S/2 Crom	
" Und 1/4		B	762		116			1/4	1/2 Carlson
" do		C	762		116			1/2	1/2 Higgins
" do		A	774		212			1/2	1/2
Middletown Except R of W. Und 1/2		5	17		195			1/2	
Except R of W. Und 1/2 of N 1/2 of		6	17		168			1/2	
Hortons add. Und 1/2		D	171		90	15		1/2	
Roseville			179		136				
Morse add. 35+	26		66		90				
35+		36	86		74				
27 to		39	90		32				
		35	90		8				
~~1 2+~~		~~5~~	~~96~~		~~[illegible]~~				
		46	96		37				
33 to		37	97		150				
5 to		20	98		550				
7 to		12	114		132				
1 to		19	115		44				
7 to		10	116		58				
25 +		26	116		52				
39 +		40	116		44				
Morse Whaley & Dalton add.		24	86		17				
E. 7 ft +		54	110		48				
	13 to	15	111		102				
	13 to	18	114		102				
	7 to	12	139		1/2				

Oct 29/89 all taxes paid including [illegible] Dalton [illegible] property [illegible]
Cash note [illegible] which will be paid [illegible] for by Morse Whaley and [illegible] notes [illegible]
[illegible] on a day of the [illegible] tax on Middleton [illegible] property. Delinquent Property Poland [illegible] at $2750. [illegible] Balance [illegible] Delinquent $2750 [illegible] paid thereon by [illegible] to whom [illegible] $164.38
[illegible] Whaley [illegible] Tax

No personal property assessed for Fund of New [illegible] by City

Total Value of all Property after Deductions. $ ~~[illegible]~~ 6365

J M Dodge
COLLECTOR.

By J. O. J. Palmer
Deputy.

City Taxes
Thomas Wharton
for 1889.

~~$8.00~~
$79.65

1889 - Oct 29

T. J. STOREY, DEPUTY TAX COLLECTOR.

OFFICE OF

J. M. DODGE,

City Treasurer and Tax Collector.

SOUTHWEST CORNER THIRD AND D STREETS.

San Diego, Cal., Oct 29/89 18

Paid City Tax '89 for the following:—

✓ D. Hunnewell .05 Pd "10/29/89"

✓ Anna Eberhardt 9.21 Pd do

✓ Ann Wheat 79.65 Pd do

✓ Mellon Mtge. Profit assessment stock $2700. 6/11/89 $34.32 Pd by B Hom

$88.81

✓ Thos Wheat Guardian 75.20 Pd 10/29/89

✓ Merce Mercantile 366.59 Pd 10/29/89

Balfour Guthrie & Co. Item not paid on Mtge

Mtge $10000 $12 V. Oct 29/89. Cancelled

About Oct 29
Cu, Tay 1889

El Cajon Star Steam Printing House

$2.00 PER YEAR, In Advance.

THE OLDEST WEEKLY PAPER IN THE COUNTY OF SAN DIEGO.

ESTABLISHED SEPTEMBER 27TH, 1881.

Job Printing. FRANCIS H. WHALEY, Editor and Proprietor. Advertising Moderate.

EL CAJON, CAL. Oct 19 1889

Mr. Henry Langhier

To EL CAJON STAR, Dr.

To Advertising from July 18 1889 to Oct 18 1889		4	50
Oct. 18 - 89 to Nov. 18 - 89		1	50
To ~~Subscription~~ Adv. from Nov. 18 1889 to Dec. 18 - 1889		1	50
To subscription from May 18, 89 to Dec. 18 - 89,			
~~To Printing~~ 7 summons		1	25
To account rendered		3	00
		$11	75

Received Payment. Pmt —

Prop. Star.

Oct. 25 1889

Thos Cohaley To O. Whitmore

Sept 21 To Horseshoeing $2.00

Recd Payment

O. Whitmore

OFFICE OF

Morse, Whaley & Dalton,

REAL ESTATE DEALERS,

NOTARIES PUBLIC.

Make a Specialty of Taking Charge of Property belonging to Non-Residents.

E. W. MORSE.
THOMAS WHALEY.
C. A. DALTON.

Exclusive Control of Valuable Properties. Rents Collected and Taxes Paid for Non-Residents

Letters of Inquiry Promptly and Cheerfully Answered. Reference: Consolidated National Bank, San Diego.

San Diego, Cal. ________________ *188*

M ______________________________

*Dear Sir:—We hand you herewith a Statement showing the aggregate Tax, City, County and State, and School, for the year 188 * upon the following realty owned by you, according to the Assessment Rolls for said year:*

DESCRIPTION.									AMOUNT OF TAXES.			
FRACTION OR OTHER DESCRIPTION.	LOT.	BLOCK.	PUEBLO LOT.	SECTION.	TOWNSHIP.	RANGE.	ACRES.	VALUATION.	CITY.	STATE & COUNTY.	SCHOOL.	TOTAL.
					Our	*Fee.*						
					Amount.	*$*						

If you wish us to pay your Taxes, remit by draft, or P. O. Order, payable to our order, for said sum, and we will forward to you Tax Collectors' Receipts. Please return this Statement, correcting any improper description.

Should you desire to sell any of the above property, and will put a fair market price upon it, we shall be pleased to act for you. Our Commision, ONLY IN CASE OF SALE, is 5 per cent. on first Five Thousand Dollars, and 2 1-2 per cent. on all sums over that amount.

Very Respectfully,

MORSE, WHALEY & DALTON.

**State and County Tax becomes Delinquent last Monday in December, 188 .*

City Tax, first Monday in February 188 . ☞ Cost of Delinquency, 5 per cent. if paid before advertised.

Z

Wall.

69

OFFICE OF

Morse, Whaley & Dalton,

REAL ESTATE DEALERS,

NOTARIES PUBLIC.

Make a Specialty of Taking Charge of Property belonging to Non-Residents.

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DESCRIPTION.									AMOUNT OF TAXES.								
FRACTION OR OTHER DESCRIPTION.	LOT.	BLOCK.	PUEBLO LOT.	SECTION.	TOWNSHIP.	RANGE.	ACRES.	VALUATION.	CITY.		STATE & COUNTY.		SCHOOL.		TOTAL.		

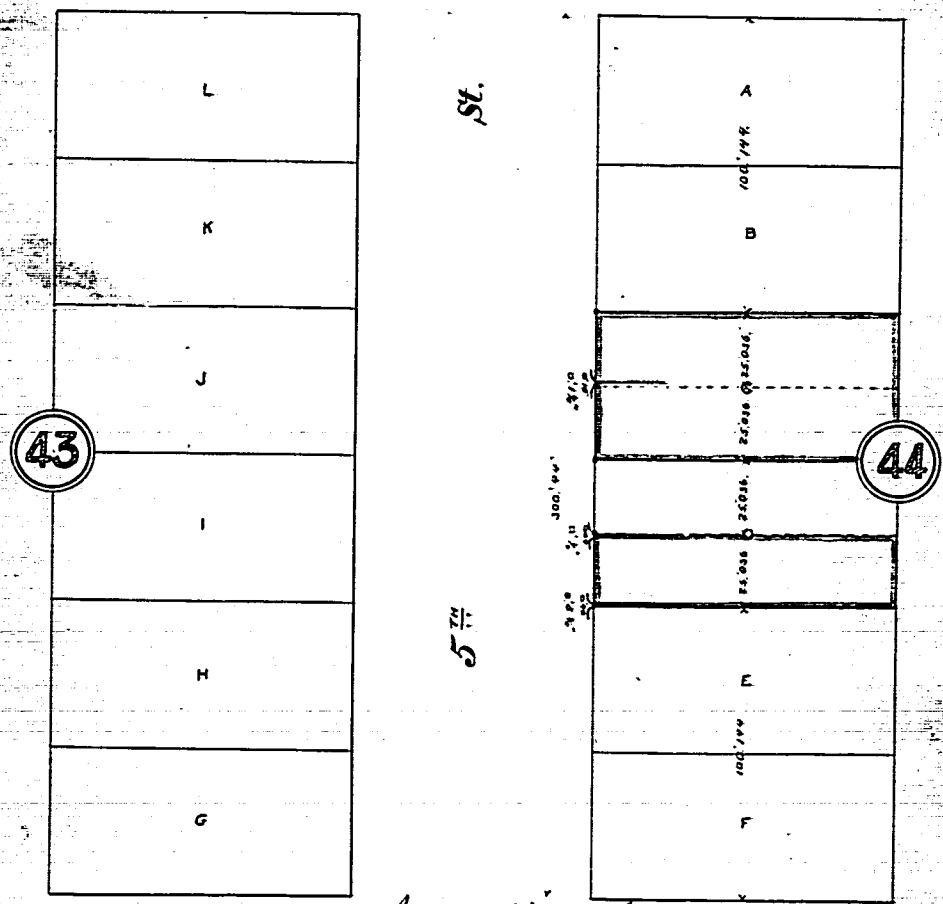
J. M. SHAW,
CITY ENGINEER,
CITY HALL, CORNER THIRD AND D STREETS.

OFFICE OF

City Engineer.

San Diego, Cal., October 21st 1889

Survey of Lot "C" and S½ of Lot "D" Block "44" Hortons add.
For Morse Whaley and Dalton.



I certify that above Plat is Correct J. M. Shaw
City Engineer

Civil Engineer.

CITY ENGINEER

OFFICE OF

MEMBERS.

GEO. W. MONTEITH,		
PAUL H. KESNER,		
C. N. MARTIN		
S. B. FRAZEE	EXECUTIVE COMMITTEE	
W. W. BOWERS		
EUGENE DANEY,		
JAMES P. JONES,		
H. W. TAYLOR,	1ST DIST.	
J. P. GOODWIN,		

H. E. CHAPMAN,	2ND DIST.
A. G. HATHON,	
W. H. S. WHITE,	3RD DIST
E. L. BERTRAND,	
W. W. THOMAS,	4TH DIST.
J. SMITH	
L. MIDDLECOFF,	5TH DIST.
F. H. NEALE,	

OFFICE OF THE

W. W. BOWERS, CHAIRMAN.
GEO. W. MONTEITH, VICE-CHAIRMAN.
EUGENE DANEY, TREASURER.
H. W. TAYLOR, SECRETARY.

Republican County Central Committee

OF SAN DIEGO COUNTY.

San Diego, Cal.,

Building on N½ of Lot 5 Block 44 A is
5 3/12 inches on S½ of Lot 10 " " "
Building on N½ of Lot 6 " " " is
is 1/12 inch on S½ " " 6 " " "
Building on S½ of Lot 6 " " " is
1 1/12 inches on N½ " " 6 " " "

Received of Mr C. Spa.
one Spa. Dr. Wm. Morton's Ac.
by Bills Surrender
Robert Bridges
for Oliver, Wheatly & Wallis

C. R. DAUER.
C. C. WESTOVER.

San Diego, Cal. Oct 1st 1889

Mr. T. Whaley (daughter)

Bought of Combination Co.,

DIRECT IMPORTERS AND JOBBERS OF

Dry Goods Clothing, Hats, Caps, Boots, Shoes, Notions, Fancy Goods.

~~T. Czerwinsky~~

P. O. Box 947 San Diego

FURNISHING GOODS, TRUNKS, VALISES, TOBACCO, CIGARS, ETC.

Corner Fifth and H Streets.

	1 white Jan Pet		150

Pd T Czerwinsky

B. D. CLUGSTON. H. CLUGSTON.

San Diego, Cal., Oct 1st 1889

Mr Thos Whaley

BOUGHT OF **San Diego Coal Company,**

—DEALERS IN—

COAL, COKE AND KINDLING.

OFFICE: [redacted] STREET. TELEPHONE 76

YARDS ON BAY STREET, Bet. FOURTH & FIFTH STREETS. 922 5TH ST. **TERMS CASH ON DELIVERY.**

Sept	12	500#	Gallup	3	50	
		Oct 1/89	Recd Payment S.D. Coal Co C.			
		(Herbert Cogswell)				

B. D. CLUGSTON. H. CLUGSTON.

San Diego, Cal., Oct 25 1889

Mr. Thos N. Haley

BOUGHT OF

San Diego Coal Company,

DEALERS IN

COAL, COKE AND KINDLING.

OFFICE: [redacted] STREET. TELEPHONE 76

YARDS ON BAY STREET, Bet. FOURTH & FIFTH STREETS. 922 5TH ST. **TERMS CASH ON DELIVERY.**

Oct	19.	500 Wellington		3.	75	
		Recd Payment S.D. Coal Co C.				

Twin Cedars Cal
Oct 16/89

T. H. Whaley Esq
Dear Sir

Your Postal of
the 12th is rec'd I will probably
get the druggists the next
time I go over to Escondido
I took your brandy over & sent
it in an all druggists — & of
them — so you can probably
rec'd it — Sport, when let me
know

Yours very truly
G. H. Williams

Pretty good joke to try to palm
off that Carlsbad stuff for Brandy
on you —

[illegible]

[illegible] Friend

[illegible] Reading your Sacred

Congratulations, and Came

to the Conclusion to offer you

[illegible] to make your

Lordship Effectual in our Power

for the Part that is to be

kept discovered One of the Largest

and Richest Adventures that

discovered as Belonging to the

King of Spain but to Cover

Small paid in full Oct 1/89. and more were to release the lots 33 to 35 from the mtge (lots 36 & 37 of block 65 having been previously released).
The mtge is recorded in Book 23. page 179 given by A. W. Small to E. H. Morse.
Boston Oct 1/89.
Cash Book shows that M. W. & D. paid Mr Moses Wesley Howard more 50 for release of the mortgage. If such done please allow his name and let me know. The city tax collector writes under date of Oct 18th saying my property still has a Mtge on it standing in Mr Moses name. Will you please see that it is cancelled, as the Mtge was paid, Oct. 1st, to you. Please have me informed when the record is made.

Cancelled Oct 2/89
City Tax Coll

Yours respectfully
A. W. Small

Box 365 Boston Mass.
Over

Conv

San Diego, Nov 5/89

C. H. Brown Esq

Nov 14/89 "Note small that City has on lots paid — that mortgage cancelled — Oct 2/89, and that Mr Fitzhugh informs us that he had sent the notes that we wished pay S & Co have before delinquency. Also recommending S & Co, as a person he attend to property hereafter —

NOV
1889

NO. 21
VOL. U.
PAGE. 445

City Tax Receipt. 1889.

OCEANSIDE, CAL., Nov. 16th 1889

Received of Mrs. Thos. Whaley

$1.83 in full for all City Taxes for the fiscal year 1889, levied for revenue purposes of said City.

DESCRIPTION.	LOT.	BLOCK.	ACRES.	VALUE. Real Estate.	Improvements	Personal.	Deduction for Mortgage.	Mortgages and Trust Deeds.
				$	$	$	$	$
Bryan's add. to Oceanside	9	25		85				
	10	25		75				

Rate 1.15

Total value of all property after deduction $160

$1.83

R. Wilson
COLLECTOR.

By M. L. Short
Deputy.

PACIFIC DEPARTMENT.

GUARDIAN

ASSURANCE COMPANY,

OF LONDON.

BRANCH OFFICE:

54, WILLIAM STREET, NEW YORK.

For Dwelling House

No. 1166176

Thos. Whaley.

Premises San Diego

Sum Assured . . $ 4000

Premium . . . $ 480

W. J. LANDERS, Gen'l Agent,

From 9-15-86

Expires Nov. 9. 1889.

AT 12 O'CLOCK NOON.

401 California St. San Francisco, Cal.

GUARDIAN

Fire and Life Assurance Company,

11, LOMBARD STREET, LONDON,

54, WILLIAM STREET, NEW YORK.

DIRECTORS IN LONDON.

ROWLAND NEVITT BENNETT, Esq., (Messrs. Bennett, Dawson & Bennett.)

HENRY BONHAM-CARTER, Esq., (Barrister-at-Law & Sitting Director.)

CHARLES P. DEVAS, Esq., (Messrs. Nevill, Druce & Co.)

Sir WALTER R. FARQUHAR, Bart., (Messrs. Herries, Farquhar & Co., Bankers.)

ALBAN G. H. GIBBS, Esq., (Messrs. Antony Gibbs & Sons.)

JAMES GOODSON, Esq.

JOHN J. HAMILTON, Esq., (Messrs. Sinclair, Hamilton & Co.)

THOMSON HANKEY, Esq., (Director of the Bank of England.)

RICHARD MUSGRAVE HARVEY, Esq., (Messrs. Thomson, Hankey & Co.)

The Rt. Hon. JOHN G. HUBBARD, M.P., (Messrs. John Hubbard & Co. Director of the Bank of England.)

JOHN HUNTER, Esq., (Messrs. Hunters, Gantkin & Haynes.)

GEORGE LAKE, Esq.

The Rt. Hon. G. J. SHAW LEFEVRE, M.P.

BEAUMONT W. LUBBOCK, Esq., (Messrs. Robarts, Lubbock & Co.)

JOHN B. MARTIN, Esq., (Messrs. Martin & Co.)

S. HOPE MORLEY, Esq., (Messrs. I. & R. Morley.—Director of the Bank of England.)

HENRY J. NORMAN, Esq., (Director of the London & Westminster Bank.)

DAVID POWELL, Esq., (Messrs. Cotesworth & Powell.—Director of the Bank of England.)

AUGUSTUS PREVOST, Esq., (Messrs. Morris, Prevost & Co.—Director of the Bank of England.)

JOHN G. TALBOT, Esq., M.P.

HENRY VIGNE, Esq.

Manager Fire Department—P. J. MARSDEN.

Actuary & Secretary—T. G. C. BROWNE.

TRUSTEES IN NEW YORK.

JAMES A. ROOSEVELT, Esq., (Messrs. Roosevelt & Son.)

JAMES MANSELL CONSTABLE, Esq., (Messrs. Arnold, Constable & Co.)

ALFRED MILLER HOYT, Esq., (Messrs. Jesse Hoyt & Co.)

RICHARD IRVIN, JUN., (Richard Irvin & Co.)

ADRIAN ISELIN, JUN., (A. Iselin & Co.)

Manager—HENRY E. BOWERS.

GUARDIAN ASSURANCE COMPANY.

ESTABLISHED A.D. 1821.

No. 116606

SUM ASSURED.

$ 400.

PREMIUM.

From Nov. 9. 1886 to Nov. 9. 1887 $ 8480

PACIFIC DEPARTMENT: HEAD OFFICE—11, Lombard Street, LONDON. | 401 CALIFORNIA ST., SAN FRANCISCO. BRANCH OFFICE—54, William Street, NEW YORK.

This Policy of Insurance Witnesseth THAT Thomas Whaley,

hereinafter called the Insured, having paid to the GUARDIAN FIRE AND LIFE ASSURANCE COMPANY, LONDON (hereinafter called the Company) the premium above mentioned on the margin for insuring against Loss or Damage by Fire, as hereinafter mentioned, the Property hereinafter described, in the several Sums, following, namely:—

$400 On his furniture & effects while contained in the one story frame building situate, East side of State street, between D & E. sts. San Diego Cal.

Location Lot D Block 75. New San Diego.

Situate, / East side of State street, between D & E. sts,
San Diego Cal.

Location Lot D Block 757, New San Diego.

Loss, if any, payable in U. S. Gold Coin.

The Company hereby agrees with the Insured (but subject to any Conditions hereinbefore contained, and to the Conditions hereinafter contained or endorsed, which are to be taken as part of this Policy) that if the Property above described, or any part thereof, shall be destroyed or damaged by Fire, at any time between and including the Ninth day of November 1866, and Twelve o'Clock at noon of the Ninth day of November 1869, or at any time afterwards, so long as the Insured or his Representatives in interest (provided that the Interest in this Policy be assigned by and with the consent of the Company, but not otherwise) shall pay to the Company, and they shall accept the sum required for the renewal of this Policy, on or before the said last-mentioned date, and on or before the expiration of any subsequent period for which this Policy shall be stated in the Renewal Receipt to be renewed, the Stock and Funds of the Company shall be liable, pursuant to the provisions of the Company's Deed of Settlement bearing date the Seventeenth day of December 1821, and of the Guardian Assurance Company's Act 1850, and of the Guardian Assurance Company's Act 1866, to pay or make good all such Loss or Damage to an amount not exceeding in respect of the several matters above specified the sum set opposite thereto respectively, and not exceeding in the whole the Sum of $400 such Loss or Damage to be paid Sixty Days after the proofs of the same required by the Company in accordance with the Conditions of this Policy shall have been made by the Insured, and received at the Office of the Company, unless the Property be replaced, or the Company shall have given notice of their intention to repair or rebuild the damaged premises in accordance with the like Conditions.

1. If an application, survey, plan or description of the property herein insured is referred to in this Policy, such application, survey, plan or description shall be considered a part of this contract, and a warranty by the Insured; and any false representation by the Insured of the condition, situation or occupancy of the property, or any omission to make known every fact material to the risk, or an over valuation, or any misrepresentation whatever, either in a written application or otherwise; or if the Insured shall have or shall hereafter make any other insurance on the property hereby insured, or any part thereof, without the consent of the Company written hereon, or if the above-mentioned premises shall be occupied or used so as to increase the risk, or become vacant or unoccupied, and so remain for more than thirty days without notice to, and consent of, this Company in writing, or the risk be increased by the erection or occupation of neighbouring buildings, or by any means whatever within the control of the Insured, without the assent of this Company indorsed hereon; or if it be a manufacturing establishment running in whole or in part over or extra time or running at night, or if it shall cease to be operated, without special agreement indorsed on this Policy; or if the property be sold or transferred, or any change take place in title or possession (except in case of succession by reason of the death of the Insured), whether by legal process or judicial decree, or voluntary transfer or conveyance; or if this Policy shall be assigned before a loss, without the consent of the Company indorsed hereon; or if the interest of the Insured in the property, whether as owner, trustee, consignee, factor, agent, mortgagee, lessee or otherwise, be not truly stated in this Policy; or if the Insured shall keep Gunpowder, Fireworks, Nitro-Glycerine, Phosphorus, Saltpetre, Nitrate of Soda, Petroleum, Naphtha, Gasoline, Benzine, benzole or Benzine Varnish, or keep or use Camphene, Spirit Gas, or any burning fluid or Chemical oils, without written permission in this Policy, then, and in every such case, this Policy shall be void.

2. This insurance does not apply to or cover Jewels, Plate, Watches, Musical or Scientific Instruments (Pianofortes in dwellings excepted), Ornaments, Medals, Patterns, Printed Music, Printed Books, Engravings, Paintings, Picture Frames, Sculpture, Casts, Models or Curiosities unless particularly specified in this Policy. This Company shall not be liable by virtue of this Policy, or any renewal thereof, until the premium therefor be actually paid; nor for loss by theft at or after a fire; nor for Money or Bullion, Bills, Notes, Accounts, Deeds, evidences of debt, or securities of property of any kind; nor for any loss or damage by fire caused by means of an invasion, insurrection, riot, civil commotion or military or usurped power; nor for any loss in buildings unprovided with good and substantial stone or brick chimneys, the absence of which has been the cause of the fire; nor in consequence of any neglect or deviation from the laws or regulations of Police, where such exist; nor for any loss caused by the explosion of Gunpowder or any explosive substance; nor by lightning or explosion of any kind, unless fire ensues, and then for the loss or damage by fire only, which loss shall be determined by the value of the damaged property after the casualty by explosion or lightning, nor for loss or damage caused by removal of property from a building, except it be proved that such removal was necessary to preserve the property, in which case the damage shall be borne by the Insured and the Company, in proportion as the sum hereby insured bears to the whole value of the property insured.

3. If a building shall fall, except as the result of a fire, all insurance by this Company on it or its contents shall immediately cease and determine.

4. If the interest of the Insured in the property be any other than the entire unconditional and sole ownership of the property, for the use and benefit of the Insured, or if the building insured stands on leased ground, it must be so represented to the Company, and so expressed in the written part of this Policy, otherwise the Policy shall be void. When property has been sold and delivered, or otherwise disposed of, so that all interest or liability on the part of the Insured herein named has ceased, this insurance on such property shall immediately terminate. Goods held on storage must be separately and specifically insured.

5. The best endeavors of the Insured shall be used in saving and protecting the property from damage at and after the fire; and in case of failure so to do, this Company will not be liable for damage caused by such failure; and there can be no abandonment to the Company of the property insured.
The use of general terms, or anything less than a distinct specific agreement, clearly expressed and indorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction therein.

6. In case of any other insurance upon the property hereby insured, whether made prior or subsequent to the date of this Policy, the Insured shall be entitled to recover of this Company no greater proportion of the loss sustained than the sum hereby insured bears to the whole amount insured thereon; and it is hereby declared and agreed that in case of the Insured holding any other Policy in this or any other Company on the property insured, subject to the conditions of average, this Policy shall be subject to average in like manner.

7. This insurance may be terminated at any time at the request of the Insured, in which case the Company shall retain only the customary short rates for the time the Policy has been in force. The insurance may also be terminated at any time at the option of the Company, on giving notice to that effect, and refunding a rateable proportion of the premium for the unexpired term of the Policy.

8. Persons sustaining loss or damage by fire shall forthwith give notice of said loss to the Company, and, as soon thereafter as possible, render a particular account of such loss, signed and sworn to by them, stating whether any and what other insurance has been made on the same property, giving copies of the written portion of all Policies thereon, also the actual cash value of the property and their interest therein, for what purpose and by whom the building insured, or containing the property insured, and the several parts thereof, were used at the time of the loss, when and how the fire originated, and shall also produce a certificate under the hand and seal of a Magistrate or Notary Public (nearest to the place of the fire, not concerned in the loss as a creditor or otherwise, nor related to the Insured), stating that he has examined the circumstances attending the loss, knows the character and circumstances of the Insured, and verily believes that the Insured has, without fraud, sustained loss on the property insured to the amount which such Magistrate or Notary Public shall certify. The Insured shall, if required, submit to an examination or examinations under oath by any person appointed by the Company, and subscribe to such examinations when reduced to writing, and shall also produce their books of account and other vouchers, and exhibit the same for examination at the office of the Company, and permit extracts and copies thereof to be made; the Insured shall also produce certified copies of all bills and invoices, the originals of which have been lost, and shall exhibit all that remains of the property which was covered by this Policy, damaged or not damaged, for examination, to any person or persons named by the Company.

When personal property is damaged, the Insured shall forthwith cause it to be put in order, assorting and arranging the various articles according to their kinds, separating the damaged from the undamaged, and shall cause an inventory to be made and furnished to the Company, of the whole, naming the quantity, quality, and cost of each article. The amount of sound value and of damage shall then be ascertained by appraisal of each article by competent persons (not interested in the loss as creditors or otherwise, nor related to the Insured or sufferers), to be mutually appointed by the Insured and the Company; their report, in writing, to be made under oath before any Magistrate or other properly commissioned person; one-half of the appraiser's fees to be paid by the Insured. The Company reserves the right to take the whole or any part of the articles at their appraised value; and until such proofs, declarations and certificates are produced, and examinations and appraisals permitted by the claimant, the loss shall not be payable.

In case of loss on property held in trust, or on commission, or if the interest of the Insured be other than the entire and sole ownership, the names of the respective owners shall be set forth, together with their respective interests therein. If this Policy is made payable, in case of loss, to a third party, or held as collateral security, the proofs of loss shall be made by the party originally insured, unless there has been an actual sale of the property insured. All fraud or attempt at fraud, by false swearing or otherwise, shall cause a forfeiture of all claim on this Company under this Policy.

But provided, in case differences shall arise touching any loss or damage after proof thereof has been received in due form, the matter shall, at the written request of either party, be submitted to impartial arbitrators, whose award in writing shall be binding on the parties as to the amount of such loss or damage, but shall not decide the liability of the Company under this Policy; and provided, further, that it shall be optional with the Company to repair, rebuild or replace the property lost or damaged, with other of like kind and quality within a reasonable time, giving notice of their intention so to do within thirty days after receipt of the proofs herein required; and in case this Company elect to rebuild, or, as part of the preliminary proof of loss, the Insured shall, if required, furnish plan and specifications of the buildings destroyed.

The cash value of property destroyed or damaged by fire shall in no case exceed what would be the cost to the Insured, at the time of the fire, of replacing the same; and in case of the depreciation of such property, from use or otherwise, a suitable deduction from the cash cost of replacing shall be made, to ascertain the actual cash value.

9. This insurance, the risk not being changed, may be continued for such further time as shall be agreed on, provided the premium therefor is paid and indorsed on this Policy, or a receipt given for the same, and it shall be considered as continued under the original representation, and for the original amounts and divisions, unless otherwise specified in writing; but in case there shall have been any change in the risk, either within itself or by neighbouring buildings, not made known to the Company by the Insured at the time of renewal, this Policy and renewal shall be void.

10. It is a part of this contract that any person, other than the Insured, who may have procured this insurance to be taken by this Company, shall be deemed to be the agent of the Insured named in this Policy, and not of this Company, under any circumstances whatever, or in any transaction relating to this insurance.

11. It is furthermore hereby expressly provided and mutually agreed, that no suit or action against this Company, for the recovery of any claim by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, until after an award shall have been obtained fixing the amount of such claim in the manner above provided, nor unless such suit or action shall be commenced within twelve months next after the loss shall occur; and should any suit or action be commenced against this Company after the expiration of the aforesaid twelve months, the lapse of time shall be taken and deemed as conclusive evidence against the validity of such claim, any statute of limitation to the contrary notwithstanding.

☞ *Gas.*—The generating or evaporating within the building or contiguous thereto of any substance for a burning gas, or the use of gasoline for lighting, is prohibited under this Policy, unless permitted in writing hereon.

☞ *Fence and other Yard Fixtures*, also *Store Furniture and Fixtures* are not insured under the within Policy, unless separately and specifically mentioned.

☞ *Plate Glass* doors and windows, when the plates are of the dimensions of nine square feet or more, are not covered by insurance on the building, but must be separately and specifically insured.

☞ *Frescoed Work*, or gilding on walls or ceilings, is not covered by insurance on the building, but must be separately and specifically insured.

☞ *Builders' Risk.*—The working of carpenters, roofers, tinsmiths, gasfitters, plumbers or other mechanics, in building, altering or repairing the premises named in this Policy will vitiate the same, unless permission for such work be endorsed in writing hereon, except in dwelling houses only, where five days are allowed in any one year for incidental repairs, without notice or endorsement.

Prohibited nevertheless, and it is hereby declared that this is a Policy granted pursuant to the provisions of the Guardian Assurance Company's Act 1866, and that the Insured shall not be entitled to participate in any of the Profits of the Company, and that the Capital Stock and Funds of the Company shall alone be liable as aforesaid to answer and make good all Claims and Demands whatsoever under or by virtue of this Policy, and that no Proprietor or Member of the Company shall be in anywise subject or liable to any such Claims or Demands, nor be in anywise charged by reason of this Policy or Instrument of Insurance, beyond the Amount of his or her Share or Shares of such Capital Stock or Funds, it being one of the original and fundamental Principles of the Company, that the Responsibility of the individual Members shall in all Cases be limited to their respective Shares.

In Witness Whereof, the undersigned being duly authorised hereunto, for, and on behalf of the Guardian Assurance Company, has subscribed his Name to these presents, at New York; to be valid, however, only when countersigned by the duly authorised Agent of the Company at San Diego

1166076

Countersigned at San Diego this Ninth day of November 1866

Pierce W. Warwick Agent. S.

H. E. Powers

Manager at New York.

☞ Please read your Policy, and the Conditions endorsed, to ascertain that it is made out in accordance with your intentions.

EUGENE FRANDZEN
F. M. BUMGARDNER

SAN DIEGO, CALIF., Sept 1, 1890.

M. Frank Schaefer

TO FRANDZEN, BUMGARDNER & CO.,

STEAM PRINTERS & BINDERS.

ENGRAVING — Blank Book Manufacturers. — LITHOGRAPHING

832-836 FOURTH STREET.

June 15	To 1/4 Sun posters		3.00
Paid			
	Frandzen Bumgardner & Co.		

Answered Nov. 26/89
Received Nov. 24/89
F. R. Rudesill

New York Nov: 14/89.

Dear Old Friend,

Your Albums and Golden Era came duly to hand and I hasten to write that I am pleased to think you have me still in your mind. I thank you for them; and now let me ask that a letter may follow; for if you refer back you will find you never acknowledged the receipt of a letter and photograph I sent you last year. The "photo" sent was when I then lived, I moved in April last to Upper Montclair New Jersey to reduce expenses as I have been quite unfortunate financially. I am still agent of the Elevator Co: and have my office at 319 Produce Exchange, but our business is very, very, poor.

THE
New York Floating Elevator Association,
OFFICES:
316, 317, 319
Produce Exchange,
NEW YORK.
GEO. D. PUFFER, Agent.

I still have my family around me, William, the only one married, lives at West Arlington, in his own home. Marian and Alice unmarried as yet. Herman with the Edison Co. at Orange N. Jersey. My dear Wife has not been very well for the past two years, but at times is quite herself. Grace is her trouble. I am anxious to hear how you are getting along in health, for when you wrote me last (August 1888) you were not in the enjoyment of the best.

With kind regards from my Wife, family, and self to your good Wife and family

I remain as ever
Your Old, Old, Friend
Geo. D. Puffer

San Diego, Cal., Nov 27 1889

Mr Thos Whaley

To San Diego Coal Company, Dr.

DEALERS IN

HOUSE, STEAM and BLACKSMITH COAL

COKE, CHARCOAL AND KINDLING.

Yard, Cor. Fourth & K Streets. Telephones: Yard, 188. Office, 78. Office, 922 Fifth Street.

Nov. 22	Teo Gallup.		$3.50

SAN DIEGO COAL CO. PAID NOV 27 1889 Cashier

RATE.			
Fire Dep't Fund	.055	Public Health F'd	.045
Salary Fund	.31	Library Fund	.04
Police Dep't Fund	.01	Public Bld Fund	.02
Street Fund	.05	Office Fund	.015
Harbor & Wharf F'd	.005	General Fund	.075
Sewer & Drainage fd	.105	Int & Redempt F'd	.07
School Fund	.12	Sewer B'd Int & Red	.22
Street Light Fund	.05	School B'd "	.06
Park Improvement	—	TOTAL	$1.25

OFFICE OF TAX COLLECTOR.

San Diego, Cal. Nov 21 1889.

Received of Morse Wheeler & Dalton

38/100 DOLLARS

VOL. 2
PAGE 35 No.
TOTAL TAX $ 38/100
LESS ..... Per Cent
AMOUNT COLLECTED $ 38/100

in full for all City Taxes for the fiscal year 1889, levied May, 1889, for revenue purposes of said city.

DESCRIPTION.	LOT	BLOCK	ACRES	VALUE. Real Estate $	Improvements $	Personal $	Deduction for mortgage $	Mortgages & Trust Deeds $
C. J. Young on Agreement								
E W Morse's add	10	84		30				

Total Value of all Property after Deductions $ 30

nov 21/89
Wheeler paid above tax 38¢
Auth to be refunded him

J M Bridge
COLLECTOR.

By J Howell
Deputy.

RATE			
re Dep't Fund	.055	Public Health F'd	.045
lary Fund	31	Library Fund	04
lice Dep't Fund	01	Public Bld. Fund	02
reet Fund	06	Office Fund	015
arbor & Wharf Fd	.005	General Fund	075
wer & Drainage Fd	105	Int & Redempt F'd	07
hool Fund	12	Sewer B'd Int & Red	22
reet Light Fund	05	School B'd "	06
rk Improvement	—	TOTAL	$1.25

OFFICE OF TAX COLLECTOR.

San Diego, Cal. Nov 1 1889.

Received of Morse Whaley & Dake

DOLLARS

VOL. 2
PAGE 25
No.
TOTAL TAX $ 38/100
LESS ..... Per Cent
AMOUNT COLLECTED $ 38/100

in full for all City Taxes for the fiscal year 1339, levied May, 1889, for revenue purposes of said city.

DESCRIPTION.	LOT	BLOCK	ACRES	VALUE. Real Estate	Improvements	Personal	Deductions for mortgages	Mortgages & Trust Deeds
C. F. Young Agent								
J M Horse add	8	84		$ Pat	$ by 777-	$ 777-C	$ 777-	$
	9	"		30				

Young Pat an 9, 10-84
Nov 21/89 M. W. & D paid
City Dep on 9-84 38¢
Whaley pd on 10-84

Total Value of all Property after Deductions. $ 30

J. M. Dodge
COLLECTOR.

By F. J. Storey
Deputy.

City Day, 1889
Nov. 14/21
9-10 - 84 Morkad
O. J. Young

1889

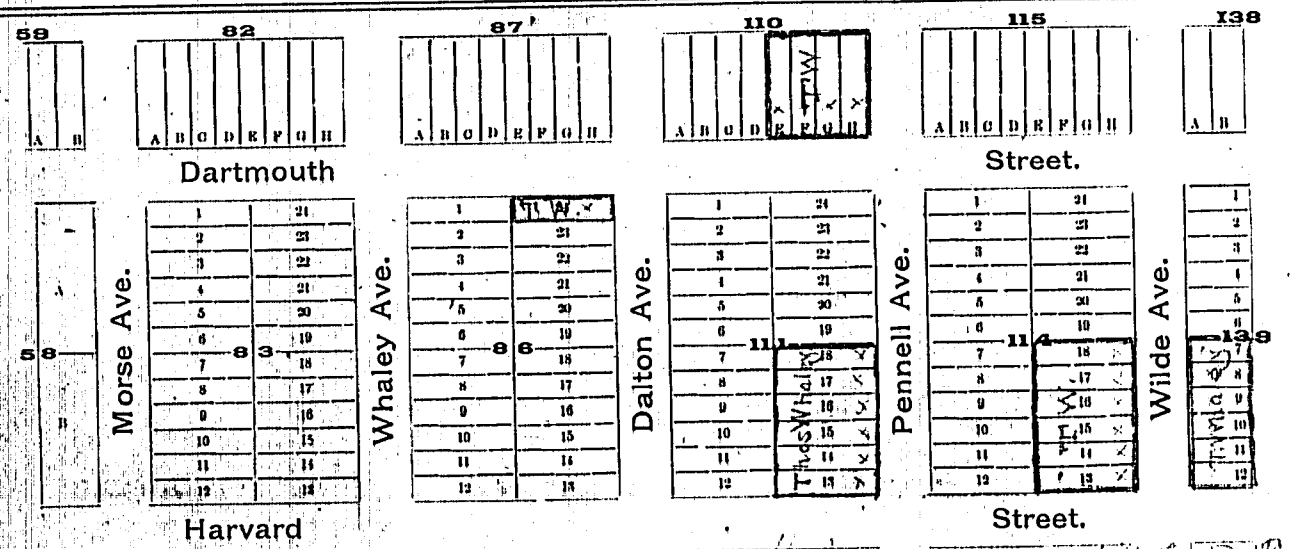
MORSE, WHALEY AND DALTON TRACT,

— 15 Acres in Pueblo Lot 1140, Map on File. —

IN THE

Beautiful North Chollas Valley,

Adjoining the Haffenden and High Tract on the North and only three and one-half blocks from the well-known Morse Tract, and in proximity to three railroads now being constructed.



Lots designated as owned by us in this tract belong to Thomas Whaley

San Diego, November 3, 1887.

The other lots belong to Morse, Dalton, Whaley, Dalton, Pennell, Wilde. We have agreed we shall be glad to see the Tract [illegible] when ever opportunity offers —

bounded by the respective avenues for all of this property given by the respective Railroad Companies, July 1, 90

For further particulars, apply to

Pacific Coast Land Bureau,

826 and 828 Fifth Street.

P. O. BOX 707.
TEL PHONE 67.

F. B. WILLIAMS, R. J. PENNELL, Manager and Auctioneer.

In the Whaling Bark
"Pilot" Lost Aug. Shipping
our seventh interest belonging
to Thomas Whaley
Nov 30 1897.

Mercantile Hotel
Nov 5/89

Mr R.H. Whiting
Dear Sir

Your check on your Bank is as good for me as cash.

I have sent you 6 gallons Brandy since settlement $12

June 13	2 gally	4
Aug 25	2 g	4
Oct 3	2 g	4
		12

Respectfully
yours
[illegible]

Nov 18/89 Sent him Sherman's Check $8.00 Copy to my order and I to him. What I did with have the brandy charged Aug 25/89 but the Ex Co receipts would show it. That the 2 gally usually lasted from 3 to 4 weeks — that I could hardly have consumed 2 gallons Aug 25 to Oct 3/—
H.R. Whiting

J. C. SPRIGG, JR.

REPRESENTING

PHENIX of Brooklyn. - -	Assets January 1, 1889.	$5,061,247
PENNSYLVANIA. - - -	" " " "	3,106,553
AMERICAN of Phila. - -	" " " "	2,500,916
HOME MUTUAL of Cal. -	" " " "	843,163
STATE OF PENNSYLVANIA	" " " "	674,042

TOTAL ASSETS, $12,185,621.

$75,000,000 Losses Paid by the above Companies since Organization.

J. H. Clinkscales, Manager.

OFFICE S. E. COR. 4TH & D.

PENNSYLVANIA, OF PHILADELPHIA.
INS. CO. STATE OF PENNSYLVANIA.

GG, JR.,
E AGENCY,
RTH AND D STREETS.
o. 90.
, MANAGER.

SAN DIEGO, CAL. November 16th, 18 89.

City.

Dear Sir:-

I have the pleasure to inform you of my recent appointment to the exclusive agency of the following "Time Tried & Fire-Tested" Companies, until recently represented by the late firm of Hamilton & Stevens: Phenix of Brooklyn, Pennsylvania Fire and American of Philadelphia, whose combined assets amount to many millions, having paid over $75,000,000, fire losses since organization. The above named companies, added to those already represented by us, makes our agency one of the strongest in San Diego. Mr. J. H. Clinkscales, associated with me in this department, is one of the best known underwriters on the Pacific Coast, having had eighteen years continued experience. Should you have the misfortune to suffer loss while insured with us, you can feel satisfied that the same will be promptly adjusted and paid. Respectfully soliciting your patronage & with sincere thanks for past favors, I remain,

Your obedient servant,

J. C. Sprigg Jr.

OFFICE OF

—o—

M. L. SHORT,

Attorney & Counsellor-at-Law

AND NOTARY PUBLIC.

—Postoffice Box 37.—

VS.

Oceanside, Calif., Nov 6th 1889

Thomas Thaley
San Diego,

Dear Sir:

The taxes due on
Lots 9 & 10 in B. 25 Bryans ad. amt $1.83
" 7 Block 72 McNeil's ad. amt 1.15
Total. $2.98

This is first tax levied in Oceanside since it was incorporated and there is no mortgage tax against said Lots assessed to Bryan

Yours truly
M. L. Short.
Deputy Coll.

Nov 15/89 Sent P.O. Order $2.98 favor M. L. Short requesting Receipt to be sent to me

STATEMENT

San Diego, Cal. Nov. 30 1889

Mr Thos Haley

BOUGHT OF E. F. ROCKFELLOW,

Manufacturer and Dealer in

FINE BOOTS AND SHOES.

Agency for the Light Running Domestic Sewing Machine.

TERMS STRICTLY CASH. Young's Block, 757 & 759 Fifth St.

Nov	19	1 Pr Rubbers			60
		Paid E. F. Rockfellow			

REGISTRY RETURN RECEIPT sent 11/25 189

Reg. No. 1220 From Post Office at SAN DIEGO, CAL.

*Reg. Letter / Reg. Parcel } Addressed to Mrs. Hattie H. Bates

Post Office at New Brunswick N.J.

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER / PARCEL

(Name of Addressee.)

Sign with dotted lines to the right.

NOV 26 1889 P.M.

When delivery is made to other than addressee, the name of the addressee and receipt must be given.

Mrs Hattie H. Bates

Receipt to be filled with agent for 25 x 150 w 6th street bet San Diego

* Erase letter or parcel according to which is sent.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of $300 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO:

Name of Sender Thomas O'Shaly

Street and Number, or Post Office Box.

Post Office at SAN DIEGO,

County of San Diego, State of California.

Stamp here name of Post Office and date of delivery.

DEC 22 1889 N.J.

DEC

1889

No. 2593
Vol. 2
Page 214

State and County Tax Receipt

STATE AND COUNTY RATE, $0.0210.

COUNTY OF SAN DIEGO, 18

COUNTY TAX COLLECTOR. PAID DEC 11 1889 SAN DIEGO, CALIF.

Received of Mrs. Anna E. Whaley $16.82 for State, County and

Special School Tax for the year 1889-90, upon the following described property:

DESCRIPTION.	Section.	Twns'p.	Range.	Lot.	Block.	Acres.	VALUE. Real Estate	Improvements.	Personal.	Deductions for Mortgages.	Mortgages and Trust Deeds.	Value after ten per ct. reduct'n ordered by St'e Board of Eq'lin
							$	$	$	$	$	$
				2	166		32					
Old San Diego Except pt Fatten's Pl				3	"		32			1200		
"				9	757		1250	850				883
New San Diego				9	25		75					
Oceanside Bryan's Add				10	25		75					

State and County Tax,	$16.34
San Diego Special School Tax,	$ 15
Oceanside " " "	$ 33
" " "	$
	$ 1
5 per cent	$
Costs,	$
Total,	$16.82

TOTAL VALUE OF ALL PROPERTY AFTER DEDUCTIONS, $ 883

H. W. Wennecke Tax Collector.

Jos. P. McGuard Deputy.

Dat Bills
Mrs Anna E. Shaley
1889

$461.46 San Diego, Cala. Dec. 16th, 1889.

April 1st, 1890 after date, for value received, I promise to pay to the order of W. G. Riffenburg the sum of Four Hundred sixty one and Forty Six Hundredths Dollars with interest thereon at the rate of one per cent per month from date until paid. Should suit be commenced or ann Attorney employed to enforce the payment of this note I agree to pay an additional sum of Ten per Cent on the principal and interest found due, as Attorneys fees in such suit or collection.

James F. Waley.

Pay Thomas Healy
or order without recourse.

W. G. Rifenberg

You did not give us the authority to open the 1000 loan. I will see Winchester and the earliest opportunity.

[illegible]

Dec 17/34

~~Will look it before [illegible]~~
Balfour Guthrie & Co about ten days ago wrote to bring two collectors cash
ing up a certified check would be taken? They answered, yes!
Winchester also called 4 days ago to see about it —
Amt. of tax 1921 $25
I have the Canceled MARTA 1000 note from Mr. Jones

Dec 29 Paid my State & County according to bill rendered 219.10

(See Act 5-123 changed to 5-124 in Sp. Praya)

The unpd. Sp. Mill tax of 16.48 is assessed and behind to

S. Prager. (He belongs to mill) Pur. up to 15 acres.) It is agreed with

Stewart (Mover Clerk) that in case Prager does not pay the

Prager Pay

tax, we will allow it to go delinquent and can be advertised,

and that we will pay tax on the whole 40 ft before the time of Sale.

Also to pay P.C.L.R. Co. Sp. tax on M. W. D. Tract for

let Stewart pay them off Sp. tax, and charge on work off on the books

of M. W. D. H. B. Howard does not pay tax on 1½ to mile against

H. P. McRoberts before time of Sale, Comm. agreement [illegible]

with him and D. M. to pay all the tax for State & County against the property

Thos W Haley to Jay C. C. Day and on N. 40 ft of lots 17 and 18 of Day

Nov 24/89. — Peggy — Paid the fee

Change receipts [illegible]

Balance 1200

10 50 100

Howard refunding 10 00

8 55 8 40

1/7 10 00

1/8/97 19 800

May 1/7 [illegible]

E. Howard [illegible]

Thos [illegible]

[illegible] addition added

as a lot to J. C. C. Day for [illegible]

and claim no refund thereon 1/7 of said

Jay Day on my [illegible] [illegible]

on my information of the other [illegible] [illegible]

Held by Mrs Howard Mrs Dalton & myself

May 18 than [illegible] the lots from Mr. Howard

[illegible] will be paid by the [illegible]

[illegible]

San Diego, Cal. Dec 1st 1889

Mr Thos Whaley

BOUGHT OF **HENRY DAGGETT,**

Pharmacist,

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

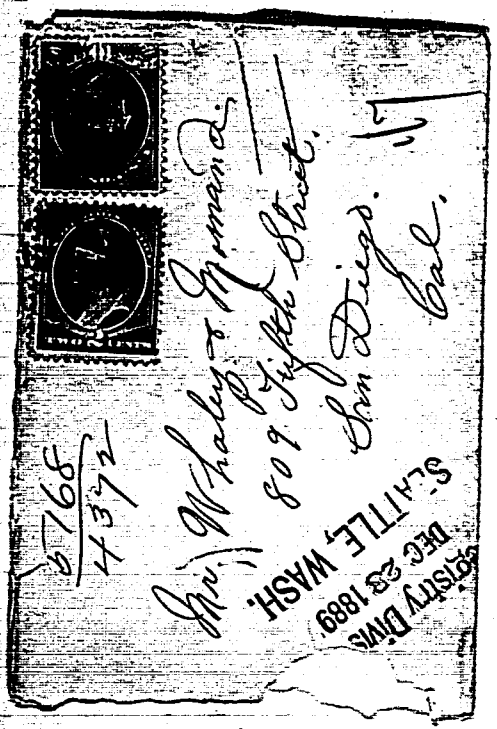
Oct	24	Prescription .50, 29th " Kennedys Discovery 1.50	2 00	
Nov	10	Plaster .50, 16th " Olive Oil .100, 23rd " Pres .50	2 00	
"	29	Port Wine .15	75	4.75
Dec	3	Cinn oil 100 (6) Rel 40 Pres 35		1.75
"	12	Kennedys Disc 150		1.50
"	17	Rhea. 50, Florida water .75		1.25
				9.25

March 4/90

Rec'd Pay't
Henry Daggett
Per P.C.C.

Thos Whaley

To date 4.25
4.50
9.25
[illegible] .56
[illegible] 1.00



Seattle

Rent $15.00
Lease " 2.50

Messrs. Whaley & Ormond

Enclosed you will find a Post office order for $15 the rent for the house situated at 1218 and 1222 I St. Please acknowledge the same with a receipt

Yours respectfully
August Roger
P. O. Box 791 Seattle Wash.

Nagumo Roger P. O Box 991
Seattle W.C. 1.50
2.50
$4.00

17.50
10 1/0 1.50
Lease 2.50 4.00
$13.50

17.50
4.00
$13.50

Box 991
Seattle W.C.

F. PICO, SAN DIEGO.

PUENTA HAY AND GRAIN MARKET.

WM. R. ROWLAND, LOS ANGELES.

San Diego, Cal., Dec 17 1889

Mr Thomas H Haley Esq

Bought of Francisco Pico & Co.,

WHOLESALE AND RETAIL DEALERS IN

GRAIN AND HAY — All kinds of STOVE WOOD

Office, Foot of Fifth St., Cor. of L St., Opp. Steamship Co.'s Office. Telephone 197.

Warehouses, Cor. G & Union Streets. Telephone No. 144. P. O. Box 781.

3 Bales Barley Hay		
180		
155	495 lbs @ 55	270
160		

Rec'd Payment
Francisco Pico & Co
Jany 7/90 Per Barnett

San Diego, Cal., Dec. 28 1889

Mr Thomas Whaley

To **San Diego Coal Company,** Dr.

DEALERS IN

HOUSE, STEAM and BLACKSMITH COAL

COKE, CHARCOAL AND KINDLING.

Yard, Cor. Fourth & K Streets. Telephones: Yard, 155. Office, 76. Office, 922 Fifth Street.

Dec	19	100 # Gallup.	$3.50	

SAN DIEGO COAL CO. PAID DEC 28 1889

Office, 1022 Fourth Street, Near D.

San Diego, Cal., ... 1889.

M. Whaley

To Subscription to Daily Union and Bee,

From Nov. 1, 1889, to Dec. 1, 1889.

Received payment

$ 1.25

Jas Nuttall

TERMS—Invariably in advance.

F. PICO,
SAN DIEGO.

PUENTA HAY AND GRAIN MARKET.

WM. R. ROWLAND,
LOS ANGELES.

San Diego, Cal., Dec 1st 1888

Mr Thomas Whaley

To Francisco Pico & Co. Dr.

WHOLESALE DEALERS IN

GRAIN * AND * HAY. ☆ Oak and Chapparall Stove Wood.

CORNER G AND UNION STREETS.

TERMS

Telephone 144. P. O. Box 781.

FRANDSEN, BONGARDINER & CO., PRINTERS.

Nov 12		Balance	as per			~~7 00~~
1		3 Sacks Barley	268 #	1c		2 95
19		7 Bales B. Hay	1050			
1		" " "	150	1200 #	12.	7 20
						~~20 05~~
		F. Pico & Co				10

Pa 14.00
Pd 24.52
Pd 96.32
Pd .18
$198.30

and other Taxes as per lists

Chas L. Stedman Pd 8.00
Sleyster 5.75 Pd
Schiller & Murphy 64.20
B & L Assoc. 20. Pd
Pico 10.00
Servant (Dec 27) 25. Pd
Mrs Rowe " Pd 2.50
Bank " Pd 8.33
Merrian Pd 6.
Miller & Schultz 15.45 Pd
Bugles Pd 2.95
" Sanchez 8. Pd
Baker " Pd
Seyous ($100 bank) 24.35
Marston (3.10) 41.57
Jon Cook Pd 10.50
Gilbrach (Comm 12.50) 12.50 - 2.25 Pd 12.75
245.29

Bottacta
Hallin 20. Pd
Brown 10. Pd sent p/o.
Passee 10. Pd " p/o Bill
a/c Monument $25.

245.29
198.30
46.99

As far as I am able to understand the Plumbing work, done by Murphy, has been done according to plans & Specification + except the ~~bath water basin~~ slop sink is not as large under the stairs, as the other are, neither is the water cock the same as the others. I don't think there are any Garland Traps put in as provided by Specification. But, owing to some misunderstanding on the part of the architects of the requirements of the Water Co's rules, though we have a 2 inch ~~tape~~ water main to the curb, and fire plugs for 1½ in Paragon Hose Reels on the second floors, just as we were to put in the Paragon Hose Reels, and our building is without proper protection against fire: the water was to come in through this main through a meter, according to pleasure, and the supply throughout the building was to be taken from it.

The supply comes in through a meter, through a 3/4 in pipe, as the Company requires for all buildings, and when fire plugs and Paragon Hose Reels are used in building, according to Co's Rules, they must be supplied direct from the main without a meter, through a 1½ in or 2 in main. for the use of which, whether used or not, in case of fire, the

Water Co charge $25. per year.
We must have some separate service for the ~~two~~ Paragon Hotel Rooms, ~~[illegible]~~ Company will allow of connection with their new 10 inch main now laid on 5th St.
Comstock has said he would consult with Murphy and see what ~~[illegible]~~ is best to be done.
~~At present~~ The present main from which supply is taken, on 5th St is only 4 inch in diameter, and this is probably the reason the Water Company objects to making connection for fire mains for the protection of buildings.

~~I think we have been considerably swindled in the amount of time and cement required under the specifications.~~
I have ni

I think we have been greatly swindled in the amount of lime and cement required under the specifications, but everything is what it should be and it is impossible for me to say. The amount required is liberal enough and had the work been done according to the specification the walls of our buildings would be better than they are. The specification says: "Blue Stone Lime mortar is required to 4 Bbls Lime mortar to be mixed with the mortar at the time of using." "Above ground the side walls on 2 sides and the front are to be constructed of Clear Blue Stone from Lime, South Cove, properly laid and mixed at least 2 days before using." (This is very indefinite as regards quantities.)

"Front walls, same as Basement walls and Pier." "Cement mortar for walls and cement mortar on last 2 ft of Pier walls."

"And Mix, Slaked Rock & Mortar 1 Bbl Cement to 2 Bbls Lime and Sand."

"Plaster outside with good coat free cement to Resist water."

There is every indication the work not done, as the white coat in the vault under sidewalk is gone to-day, and no evidence that

Cistern by [illegible]

Dear Sir

"The arch to be laid with Stretchers
pointed down as arches were
pointed up on the under side."
They were not pointed up,
Nor plastered down as now
Act for.

The rear arch, (only partly put up) has been taken down, and the
matter indicates that the required
quantity of cement was not used.
~~The [illegible]~~ "The bottom and walls
on the inside were to be plastered with
Portland Cement on all the side walls
and under the ~~side~~ sidewalk, arches
and all ~~Brick~~ [illegible] and pointed."
This was done, ~~[illegible]~~ [illegible] Dispute
that we had to put on a coat of
white lime finish at our expense.

The Rear Brick wall above the 4th
Story up to roof had that day light
may be seen through it, in the part
the bricks were required to be "thoroughly
wetted" yet the water bill against
the Brickhayers is only $89.00 being
for wetting bricks, mixing lime and cement.
Indicating that there was not much wet-
ting done, or that the quantity of lime
and cement used was far from the
amount required.
~~[illegible] out of Contract~~

Mr Amunt, who are
Insight also say that they found
the flue was stopped up with re
fuse brick and mortar which
prevented the smoke
from going up the flue and
not taking on fire, forcing itself
into our building through between
the wall and back board of area,
that standing in Room 39 he (Amunt)
could look down through the hole
into the fireplace of the Bank
building.

It has been intimated to me,
by whom I dare not mention
here, there are one or more
flues cut into, the same adjoining
one, and we will have to make
examination to find them.

The Specifications specify "that the price
of the Terra Cotta, Wrought Iron and
Painted Work will be added to the
figures of each Bid, or the bids will be
rejected as unequal and will not
be considered." This was not
done in accepting Sloan's Bid for
$37,275 — neither the Terra Cotta, Wrought
Iron or Painted Work being added.
Comstock and Gretscher in Rendering
first bill for Commissions, made out
architects

See Back 15

Bill for ~~commission~~ on auth of Sloan's
bid $39.250 4% $1570.
We paid Oct 22/87
about time of making Contract 785
Leaving Balance $ 785
Sept 13/88 we paid 100
Leaving balance $ 685.

after that we refused to pay
having found out the many extravagances in construction
any more, and then Comstock
said he would change com-
missions on the full cost of the building.
about Nov 1 88. C. S. presented
a bill. Cost $52.000 4% $2.080.
Credit of 885
Balance $ 1.195

Comstock.

I asked him ~~the~~ how he found out
the cost $52.000. he said ~~that was~~
when we met at Morris office ~~before a~~
Settlement with Sloane, and I read the
auth from a paper. I then found it
was over more than that, ~~but that~~
including many items expended by us (over &
above the contract price $39.250, ~~[illegible]~~
and the Iron Work Vaults & Protected Safe)
items upon which he ~~com~~ would not be en-
titled to any commission, and then requir-
ing his supervision.

See Back 14.

The contract with Sloane was to complete the building in 110 days, provided there was no delay in furnishing the work, Terra Cotta, and Pressed Brick, under forfeiture of $25 per day for each day exceeding 110 days. C.S. Pratt undertook, and did draw the iron work, Terra Cotta and Pressed Brick which were not received till long afterwards, and in consequence our building was not completed within the stipulated 110 days, preventing the renting of the building, and causing a very material loss if any, to us.

Comstock & Potsche gave Sloane written notice of acceptance and completion of building, without consultation or notice to us. I learned of it from the firm in Cohoes, furnishing the stone, about 18 days after they gave notice to Sloane. I asked Comstock why he had not given us notice. That we were waiting first to raise money to pay him. He said he supposed Sloane would inform us! Then I told him he had accepted the building before completion that on the glass we put on the 4th story, besides many other things in the contract. He seemed surprised about the glass. Said he would be responsible for that and he thought it was put in — P.C.

See back 13.

26.

These notes have been written by me from time to time during the past two months as I became acquainted with the facts

San Diego (Signed) Thos W Halley
Dec 26 1889

No. 1

Received

San Diego, Cal. Dec 4 1889

From Mrs H Haley

Seven 50/100 Dollars

in full of

J. S. Davis

F. PICO.
SAN DIEGO.

PUENTA HAY AND GRAIN MARKET.

WM. R. ROWLAND,
LOS ANGELES.

San Diego, Cal., Dec 5th 1889

Mr Thomas Whaley

Bought of Francisco Pico & Co.,

WHOLESALE AND RETAIL DEALERS IN

GRAIN AND HAY — All kinds of STOVE WOOD

~~Office, Foot of Fifth St., Cor. of L St., Opp. Steamship Co.'s Office. Telephone 197.~~

Warehouses, Cor. G & Union Streets. Telephone No. 144. P. O. Box 781.

89

Nov 30	3 Bales Barley Hay	515	@ 55	285

Recd Payment
F Pico & Co
Per Hall

MONEY RECEIPT.

Express charges do not include Duties, nor Custom House expenses, which must be guaranteed by the shipper.

Amount, $ 27.50

Wells, Fargo & Co's Express

READ THE CONDITIONS OF THIS RECEIPT.

(18.)

SAN DIEGO, CAL., Dec 4 1889

RECEIVED from Mrs T Whaley

gold Valued at Twenty Seven 50/100

Addressed Miss Amelia Lannan

1617 Jones St San Francisco Cal

Which we undertake to forward to the point nearest destination reached by this Company, on these conditions, namely: That WELLS, FARGO & COMPANY shall not be held liable for loss or damage, except as forwarders only, within their own lines of communication; nor for any loss or damage by fire, or casualties of navigation, and inland transportation; nor for such as can be referred to the acts of God, the restraints of Government, riot, insurrection, piracy, or the hazards of war; nor for default, neglect, or mishap on the part of any connecting or intermediate line, (individual, corporation, or association) to whom the said property may be transferred for further transmission; nor for an amount exceeding Fifty Dollars on any shipment unless its true value is herein stated. And it is further stipulated that WELLS, FARGO & COMPANY shall not be liable, under this contract, for any claim whatsoever, unless presented, in writing, within sixty days from the date hereof; and that these provisions shall extend to and inure to the benefit of each individual, corporation, or association to whom the above specified property may be transferred and entrusted in order to reach its destination.

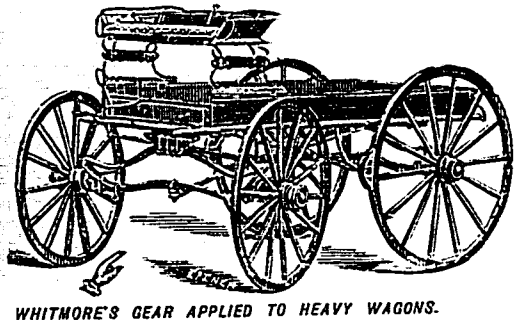
The party accepting this Receipt thereby agrees to its conditions.

NOT NEGOTIABLE.

For the Company,

Charges, $ Pd Prof

[redacted]



WHITMORE'S GEAR APPLIED TO HEAVY WAGONS.

828 & 830 FOURTH ST., Bet. E & F.

San Diego, Cal., Dec. 1, 1889

M. T. Shaley

To **C. WHITMORE**, Dr.

PROPRIETOR OF

CENTRAL ✣ CARRIAGE ✣ SHOP.

Carriage & Wagon Making and Repairing Neatly Executed In all Its Branches.

HORSE SHOEING.

Particular Attention Paid to Diseases of Feet and Peculiarities of Gait.

Nov. 5	To Horse		for	2	00	

Paid
C Whitmore

El Cajon, Dec. 10 – 89.

E. E. Burgess

To El Cajon Star, Dr.

1889.				
May 18	To ad to	June 18	1 month	$15.00
June 18	" "	July 18	1 "	15.00
July 18	" "	Aug. 18	1 "	15.00
Aug. 18	" "	Sept. 18	1 "	15.00
Sept. 18	" "	Oct. 18	1 "	15.00
Oct. 18	" "	Nov. 18	1 "	15.00
Nov. 18		Dec. 7	3/4 m	11.25
Subscription from May 18 to Dec. 7, 6 3/4 m.				1.15
				$102.40

Cr.

Settlement with Prince Patten part of

1889 Sept.		$60.00
Dec. 9	By Ads to N. & F.	18.68
		78.68 $78.68
	Bal due Star	$23.72

Please remit

1.

Nov. 18 to Dec. 7

No. 5232
Vol. 7
Page 51

State and County Tax Receipt.

STATE AND COUNTY RATE, $0.0215.

COUNTY OF SAN DIEGO, 18

COUNTY TAX COLLECTOR
PAID
DEC 30 1889
SAN DIEGO, CALIF.

Received of Thomas Whaley $ 219.10 for State, County and Special School Tax for the year 1889-90, upon the following described property:

DESCRIPTION.	Section	Twns'p	Range.	Lot.	Block.	Acres.	VALUE. Real Estate	Improvements.	Personal.	Deductions for Mortgages.	Mortgages and Trust Deeds.	Value after ten per ct. reduct'n ordered by S'te Board of Eq'l'n
							$	$	$	$	$	$
												11717

State and County Tax, - - - $ 216.76
San Diego Special School Tax, $ 2.34
" " " $
" " " $
5 per cent - - - - - $
Costs, - - - - - - $
Total, $ 219.10

TOTAL VALUE OF ALL PROPERTY AFTER DEDUCTIONS, $ 11717

H W Wenzlick Tax Collector.
Jos P McGuire Deputy.

COUNTY OF SAN DIEGO, 18

Received of Thomas H Haley $ for State, County and Special School Tax for the year 1889-90, upon the following described property;

COUNTY TAX COLLECTOR. DEC 30 1889 SAN DIEGO, CALIF.

DESCRIPTION,	Section	Twns'p	Range.	Lot.	Block.	Acres.	VALUE, Real Estate	Improvements	Personal,	Deductions for Mortgages and Mortgages Trust Deeds,	Value after Jen per Ct reduct'n ordered by State Board of Eq'n
New San Diego N½ of				C	45 763		600				
Middletown Unlivided ½				5	17		188				
" North 40 ft. " ½				6	17		000	Assessed to C. Prager			
Norton's Addition Undi ½				D	171		200	100			
Tide Land Survey No. 33						14 25/100	65				
Roseville					179		305				
New San Diego Pueblo 1762 Undi			¼	B	44		300				
" " " "		"	¼	6	44		300				
" " 1774		"	¼	16	37		300				
Old San Diego 25 x 100 ft in Westerly Cor of				4	509		15				
Pueblo Lands E½				1215		45	315				
" " Fractl				232		9½	436				
" "				233		20	960				
" " Except about 1½ Acres SW½ of				256		78½	4710				
Old Town				1	480		100	300			
"					402		128				
"				4	450		25				
" All SW of R R				1	487		20				
" " NE " "				2	487		20				
" " " " "				3	487		20				
" " " " " SW of R R				4	487		20				
Pueblo Land SW 4 of				212		40	960				
La Playa Lots 2 Land				3	45		—	U. S. Land			
La Playa " 2 "				3	71		—	"	"		
" E½ of				3	90		—	"	"		
"				3	91		—	"	"		
"				1	99		—	"	"		
"				4	107		—	"	"		
" Lots 1, 6, and E½ of				8	123		68	6 x 5½ 8 - 12 88	125	Lare [illegible] 123.	
"					140		400				
"				6	155		25				
"				1	160		100				
" Lots 5, 7 and				8	165		75				
"				4	165		100				

"	Except about 1½ Acres S½ of		256		78½	4710			
Old Town			1	480		100	300		
"				402		128			
"			4	450		25			
"	AU & F R.R.		1	487		20			
"	" N.C. "		2	487		20			
"	" " "		3	487		20			
"	" " " " AU & F R.R.		4	487		20			
Pueblo Land	AU & F R.R.		212		40	960			
La Playa	Lots 2 and		3	45		—	U. S. Land		
La Playa	" 2 "		3	71		—	"	"	
"	E½ of		3	90		—	"	"	
"			3	91		—	"	"	
"			1	99		—	"	"	
"			4	107		—	"	"	
"	Lots 5 in Blk 127 6. and E½ of		8	123		65	123	125	123.
"				146		400			
"			6	155		25			
"			1	160		100			
"	Lots 5. 7 and		8	165		75			
"			4	165		100			
"			2	166		100			
Morse's Addition	Pueblo Lot 1150 Lots 35 & 36			66		108	35 & 36		
"	" " " " " 35 & 36			86		54			
"	" " " " " 1, 2, 39 & 46			96		168			
"	" Pueblo Lot 1150. Lots 53 to		37	97		135			
"	" " 5 to		20	98		480			
"	" " 7 to		12	114		180			
"	" " 18 &		19	115		50			
"	" " 7 to		10	116		92			
"	" " 25, 26, 39 &		40	116		92			
"	" " 27 to		30	90		96			
"	"		35	90		24		370	
					1	349			
						770			
						1119			
						3012			
						2193			