A. E. Horton
Nov 25/67

San Francisco Nov 25th 1867

Friend Morse

I have just received a letter from San Jose saying there was quite an number there that were going to San Diego to see the country, I shall give some of them Letters of introduction to you, please take them around with your buggy, keep them out of the hands of the crokers as much as possible, if they report favourable There will be quite an emigration from San Joes,

(This is confidential I was told by an Officer that Halleck had recommended Goverment to ~~buil~~ establish a military School on the Island opposit New Town)

The Engeneers (Gen Alexander) has recommended Three Hundred Thousand Dollars be appropriated this present Congress for the building of Fortification at San Diego, I have had a long talk with three Seperate Companis about building a Flouring Mill at San Diego, shall not leave a Stone on turned, am doing all I can for San Diego and my self, have given Gen Rosecrans One Block, Gen Sherburne On half Block Gen Alexander one half Block Breed & Chase one half Block, Truman one half Block Mr Lathrop One Block he is one of the Railroad Director Gen Allen one half Block, Mackie the mate of the Steam Orizaba Two Lotts, Menton One Lot, Mrs Wiswell Two Lots, Mrs Allyn One Block, De Wolf one Block, I have not told you this to boast or brag of my generosity it is this, when I can secure the influence of a man that will

will advance the

~~influence~~ interest of San Diego, shall do all I can to secure it; Dr Gunn Editor of the Times One Block The Editors of the San Jose Mercury one Lot each a side from this I have Sold several Blocks & Lots, I sell Blocks for Three Hundred Dollars each, Corner lots Fifty each, insides Lots Twenty Five Dollars each I ask Fifteen Thousand Dollars for half interest in the Town, Dr De Wolf wants me to say to you he hopes you will not put up any land for sale till he goes down, there is several others that will go down soon, they all want to get some land as near San Diego as possible, they are going down for the purpose of making San Diego a home, Several have said to me, say to the Trustees, will you put off the sale of lands until we can move down, I will here say there is more excitement here at the pesant time in relation to San Diego then I had expected, there is bound to be a larg emigration there in this Spring, Capitalests are calling on me everyday to inquire about your place, I believe property will be worth double & thrible next summer to what it is at the pesant I want you to ask Mr Bush & Johnson how they like my new Map would they like to have it put on Record, pleas write

My kind regards to Mr & Mrs Moss, Mr & Mrs Bush

Yours Truly

A. E Horton

What is the amount of my taxes? I will send the amount as soon as you inform me

Mr. J. G. Adams

care of Adams & Co San Francisco

he is mostly at Los Angeles but will be at his ranch on the 5th of

A. E. Horton
Dec 3/67

San Francisco Dec 2nd 1867

Friend Morse

I have just received your Nov 27 as for the future of San Diego I have not a doubt. never felt mor sanguin then at the presant. There has several persons called on me from San Pose to make enquires about. San Diego, some have bought property there and intend to settle there

Dr. De Wolf wants to go down on the sixth if he gets his business aranged to day will go My Wife will go down with his fameley I have paid him for half of the House. De Wolf has got the San Diego feaver bad I have got a map Copied ~~from~~ in the Surveyor Generals Office of the Pueblo lands belonging to the City of San Diego, I will send it to you by the next Steamer, will send your table it is a black walnut Card Table I paid Six dollars for it, think you will like it. if it does not suit I will ~~keep it~~ take it

If Mrs Sherman should giv up the School there is a Mrs Lewis an Old acquaintance of mine, She has tought School for years her Husband is a first rate mecanic they have one child a Doughter twelve years old they say if she could get a School there they would move down ~~there~~ and make San Diego there home, she is a Lady that will pleas mrs Morse, and all who make her acquaintance, She does not want to undermine mrs Sherman if a vacancy occurs would like the place What place was your Compass left to be repaired, what is the price pleas write.

I wrote to Mr Pendleton to send me an Abstract of the lotts I bought of the City of San Diego if he has not sent it sent by Express on the Steamer. next week I will send money to you by Express, to pay my taxes and for the Abstract, Some in buying city lotts & Blocks want to see an abstract of my title

Think I will get Holiday to put the passage down to 25 dollar. Kind regard to mrs Morse

Yours Truly

Horton to Transcontinental

Blocks	338	373	398
	340	374	399
	344	375	401
	345	376	400
	347	377	402
	364	378	
	365	395	
	367	396	
	368	397	

Warranty
July 14, 1877

Deed of Blocks from Hint
to Transcontinental R.R.

Dec 1869

See what kind
a deed Horton
gave to Transcon
ental Co July 4,
80 acres in 1175 2nd Clai
& also date of
filing of my map
was it August 18
Dec 30. 1871
See if Horton fam
on 10 acres in 1150
in 1873 no

Horton

San Francisco Dec 9th 1867

Friend Mac

I have to day made arangements with a Company to build a Wharf at New Town. They are to get the Lumber this winter & build the Wharf in the Spring. I shall be down next month with out fail. Get Mr Porter to deliver me a Cord of wood

I ment to have sent you a map of the Pueblo Lands, will send it next mail

Yours in haste
A. E. Horton

A. E. Horton
Dec 9/67

Copy make original

1869

Dec 14	To amount of Insurance Policy on your Dwelling House 9th st.	50	01	✓
1870 Mch 17	" paid freight on Grape vine sent you by Judge Sawyer	1	00	✓
	" paid W. C. Johnson for Cistern set up at your Wind Mill	75	00	✓
	" 136 ~~feet water pipe~~			x x x
May 22	" Currency check for $2000 = sent by you to W. F. Ho value in coin	1746	60	✓
	" Sundry provisions furnished house, as agreed upon on settlement, being balance over Wood, Kerosene Milk & water furnished by you	11	74	✓
x	" amount paid ~~[illegible]~~ Gatewood for ~~this~~ interest in the Sweeny tract	750	00	✓
x	" amount paid you in work by F. M. Shaw for ajc lots I & II of Block 196	25	00	✓
	" 1 Letter Press	6	00	✓
	" Services from June 21st 1869 to July 18th 1870 @ $50 = per mo.	650	00	✓
	" Amount paid you by John Hanlon for lots A & B of Block 201	350	00	✓
	" Amt paid you by F. Buxton for lot C of Block 201	150	00	✓
	" Amount paid you by J. Journeay for lots C & D of Block 202	300	00	✓
	carried over	4115	35	

		Brot over	$4115 35	
		To amount paid you by A. H. Wilcox for Blank 174	1333 33	
		" ~~proportion~~ proportion of sales and premiums for as ~~the~~ contract on the Sweeney tract up to Dec 1st 1870 (4754.16) Due E W Moore	4754 10	
		Total	10202 78	$10202 78

10202.78
4962.20
5240.58

1869		Contra		
Oct	29	By Cash	$ 500 00	
Nov	17	" "	400 00	
Dec	14	" "	1000 00	
"	20	" "	600 00	
1870 Feby	12	" "	160 00	
		" " Paid Money but which you say till not to be paid	40 00	
Apl	2	" Check	517 83	
		" Cash paid Julian	43 25	
July	9	" Check	168 80	
May	28	" Cash	100 00	
June	1	" "	200 00	
"	25	" "	500 00	
"	2	" "	200 00	
Aug	3	" "	100 00	
		" amount paid by you to Breed & Chase	1200 00	
		" 496 Pickets a 4½c	22 32	
		" Stabling Horse 1 month	10 00	
		" amount of Internal Rev. tax paid for me say	200 00	
		Total	4962 20	$4962 20
1870 Dec	1	Bal due E. W. Moore		$5240 58

make out New Bill and charge H Worden Money $1000 one half $500.
for A H W sold Money for 1869
Cr by proportion Taxes for 1869 on 1145 20 acres of it
also lot 11 $250
lots to different $450.
also lots 4 & 6 C and 14 Block 61 for $100.

Say with 6 mos interest

Forks
Wrench
Ropes

Fort Yuma

You offered me one half you know why I refused because I was Trustee & it might invalidate your title Now if you would act generously & justly you would convey to me at least one half of all you have left

Copy
of a/c
1670

5240. 58
500. 00 for A K & L } sold young
$5740. 58

Dieffenderf $850.
Howard & Mann 1000.

5740.
1850
$3890.
2333. 1/3 allowed
1557.

Copy

A. E. Horton
In a/c with E. W. Morse

To amount received from sales of lots on the Sweeney Tract $3200. total – one half is	$1600.00
" do do from Contracts of sales $200. total – one half is	100.00
" Salary from June 21st to Nov 21st 1869 5 mos @ $50=	250.00
" amount received from Wilcox for Block 194	1333.33
	3283.33
" amount received from sales of fractional lots in Blocks 114 & 121 viz $3500. 1/8 interest is	437.50

Contra

	Cr by amount Horton paid to Breed & Chase	1200.00
Oct 29	Cr by Cash borrowed	500.00
Nov 17	" " " " on due bill bal 1183.33	400.00
		2100.00
	" " 496 Pickets @ 4½c	22.32
	" " stabling horse 1 month	10.00
	bal 1588.57	

A. E. Horton
In a/c with E. W. Moore

To amount received from sales of Lots on the Sweeney Tract viz $3200 on a/c of the full sized lots - one half is -		$1600.00
" do do from Contracts of sales of full sized lots $200 one half		100.00
" Cash paid you by Capt Wilcox for Portion of Block 194		1333.33
" Salary from June 21st to Nov 24th 1869 @ $50 per month		250.00
" amount received from sales of Fractional Lots in Blocks numbered 114 and 121 viz $3500 1/8 interest is		437.50
		3720.83

Dec 2d 1869

Contra

	Cr by amount you paid Breed and Chase on Note	$1200.	entered in ledger
Oct 25	" by Cash borrowed	500.	entered "
Nov 17	" " " " on due bill	400.	" "
	" " Pickets 496 @ 4½c	22.32	" "
	" " Stabling horse 1 month	10.00	" "
	bal $1588.51	2132.32	

Charge also what I paid Sylvester Watson

Lot	Block	Sold		
II	115		$400.	
½ of J	115		200.	
G	115		500.	
III	115		400.	
F	116		500.	
G	116		500.	
L	120		500.	$3000.00

Contracted

F	115	100	
G	117	100	200.00

¼ Interest in Sales

D-114	400			
E-114	400			
F-114	500			
A-121	500			
B-121	400			
C-121	400			
D-121	400			
F-121	500	$3500.	25 per cent = ¼	875.

2) $4075.

2037.50

Bill made in 1869
incorrect

July 28/69 & 29/69

Mr Horton paid me to day $1110 = gold equal @ 174 to $1500 to pay for sweeps interest.
also returned me my note for $600 on account of the $750 I paid for Clarks 1/16 interest.

I gave him a receipt for this to day mentioning that the land was to be divided equally

If H. returned me the $600. Note on acct of the $750, how is it that I credited him the $600 on page 18 about Aug 25th

Horton & Moore

Memo of
amount receivd
from A.E. Horton
& July 28th
and receipt given

Made Deed Oct 4th 1869 — Acknowledged Oct 13/69

This Indenture,

Made the _____ day of September in the year of our Lord one thousand eight hundred and sixty nine

Between E. W. Morse of the City and County of San Diego State of California the party of the first part and A. E. Horton 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 _____ Dollars, _____ 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, has remised, released, and forever quit-claimed, and by these presents does remise, release, and forever quit-claim unto the said party of the second part, and to his heirs and assigns, all that certain lot piece or parcel of land situate, lying and being in the City and County of San Diego State of California and bounded and particularly described as follows, to wit: The equal undivided thirteen sixteenths of all that certain tract of land bounded as follows to wit: Commencing at a point one hundred and twenty five feet (125) due East of the North East Corner of Block number twelve in New San Diego according to the map of said New San Diego as drawn by A. B. Gray, thence due North one hundred varas, thence due East four hundred varas, thence due south one hundred varas more or less to the low water mark of the Bay of San Diego thence along said low water mark to a point south of the place of beginning, thence due North to the place of beginning

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, _____ property, possession, claim and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in, or to the said premises, and every part and parcel thereof with the appurtenances.

To Have and to Hold, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, 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

_____ Seal.

_____ Seal.

Copy of my
Deed
to
A. E. Norton
for
The Sweney tract.

Memorandum of agreement made this twenty ninth day of September A.D. 1869 between E.W. Morse of the City and County of San Diego State of California of the first part and A.E. Horton of the same place, of the second part, witnesseth:-

Whereas the party of the first part is the owner of an undivided one half part of the following described ~~property~~ piece, parcel or tract of land situated within the Pueblo limits of the City of San Diego, bounded as follows, viz:- Commencing at a point one hundred and twenty five feet due East of the North East corner of Block number twelve as designated on the map of New San Diego made by A.B. Gray thence due ~~West~~ (North) one hundred varas thence due East four hundred varas, thence due South one hundred varas more or less to low water mark of the shore of the Bay of San Diego, thence Westerly along said low water mark to a point due south of the point of starting, and thence due North to the place of beginning.

And whereas it is for the best interest and convenience of the said parties, that the party of the

second part should have the control for sale of the afore said property and to make conveyances thereof.

The following points are agreed to by and between the contracting parties.

1st The party of the second part agrees to sell the lots contained within the aforesaid tract of land as laid down upon the map of Hortons' addition, at their market value for cash only at such times and in such manner as in his judgement shall seem best for the interests of the two contracting parties and to pay to the party of the first part within three days after said sale, one half the price thereof.

2d The party of the second part shall convey to the party of the first part or his order any lot or lots selected by the party of the first part for that purpose, upon payment of one half the value thereof to the said party of the second part.

3d The party of the first part in consideration of the foregoing agrees to convey to the party of the second part all his right title and interest in and to the aforesaid tract of land.

4th This contract shall be terminated at the option of either party by his delivering a written request to that effect, to the other party, and thereupon the party of the second part shall convey to the party of the first part one half of all the lots and lands in the afore mentioned tract of land, remaining unsold, the said one half to be of equal value with the one half retained by the said party of the second part.

5th It is understood and agreed that in case the parties can not agree upon the value of the lot or lots to fulfill the provisions of article second and fourth, an arbitrator shall be chosen by each party, which said arbitrators shall choose a third arbitrator and their decision shall be final and binding on both parties.

Witness our hands and seals this ~~[illegible]~~ day & year first above written

E. W. Morse
A. E. Horton

In presence of
W. Anonby

Contract
between
A. E. Norton & E. W. Morse

1st Convey my interest to Horton

2d Horton to pay over to me one half of all sales when made

3d No sales to be made without my consent

4th In case I wish to take for myself any particular lot or lots their value shall be estimated by us and one half thereof shall be paid by me to Horton. In case we can not agree upon the value each shall appoint one person & they another and the three shall set the value.

5th

6th At any time upon my request to do so Horton shall convey to me a one half undivided interest in all lots and lands of said tract remaining unsold or at my option, one half of all the lots and lands remaining unsold as equally as possible according to value the value to be estimated by three appraisers appointed as in sec 4.

beginning
bearing even date

The Party of the first part agrees to convey by deed to the party of the 2d part all his interest in and to that certain tract of land bounded & described as follows for the sum of $1000

The party of the second part shall convey to the party of the first part or to any other person whom the party of the first part shall designate any lot or lots selected by the party of the first part for that purpose upon payment of one half the value of said lot or lots the value to be appraised by ——

This contract shall be terminated at the option of either party by his giving a written notice of his request to the other party and thereupon the party of the second part shall convey to the party of the first part one half of all the lots and lands remaining unsold to be divided as equally as possible by the ~~aforesaid~~ arbitrators appointed as before

I, A. E. Horton of San Diego in the state of California, hereby lease to James W. Witham of the same place for the term of one year, to commence on the twentyseventh day of December A. D. 1869 such portions of Lots "E" and "F" as are situated above high water mark, in Block numbered or lettered "A" lying between Front and First streets, according to the map of Horton's Addition to San Diego made by James Pascoe, for the monthly rent of ten dollars, gold coin to be paid monthly in advance on the 27th day of each month.

Said James W. Witham agrees to pay A. E. Horton said rent at the times above specified, to surrender the premises at the expiration of said term, and to occupy them exclusively for the purposes of Boat-building.

In witness whereof the parties to this agreement have hereto set their hands this

It is further understood that in case any change should hereafter be made in the size or location of said lots heretofore described, by reason of the

opening a street or streets parallel to the water front, the same amount of land as near as conveniently may be in said lots shall be leased and taken by the said parties, to conform to the change

Witness our hands this thirty first day of December 1869

A. E. Horton

Jas W. Witham

Lease
A. E. Horton
To
James W. Witham

Memorandum of agreement made this day of September A.D. 1869 between E W Morse of the City and County of San Diego State of California party of the first part and A.E. Horton of the same place party of the second part, witnesseth.

Whereas the party of the first part is the owner of an undivided one half interest in the following described property situated within the Pueblo limits of the City of San Diego and described as follows. Commencing

2 and whereas it is for the convenience and interest of both parties that the party of the second part should have the control for sale of the said property and to make conveyances thereof

1 and whereas the party of the first part holds conveyances from certain parties for an undivided 13/16 of said property

The following points are agreed to by and between the contracting parties

4 The money received from notes or other values sales of lots shall be equally divided between the two parties to this contract

3 The party of the second part agrees to sell said lots at their market value

for cash only

~~and~~ such times and in such manner as in his judgement shall seem best for the interests of the two contracting parties, and to pay to the party of the first part within three days after its receipt one half the price

~~In case I wish to take for myself any lot or lots, their value shall be estimated and one half their value shall be paid by the party of the first part to the party of the second part~~

The party of the second part shall convey to the party of the first part or his order, any lot or lots selected by the party of the first part for that purpose upon payment of one half the value thereof to said party of the second part.

The party of the first part in consideration of the foregoing agrees to convey to the party of the second part all his right title and interest in and to ~~the~~ aforesaid property.

It is understood and agreed that in case the parties can not agree upon the value of the lot or lots an arbitrator shall be chosen by each party which said arbitrators shall choose a third and their decision shall be final & binding on both parties

			amount sold for	amount refunded for		amount received		amount due to 31 March 88	
114	C		$~~400~~.00					~~200~~.	00
	D		400					~~200~~	
Interest in	E		400					~~200~~	
	F		500					~~250~~	
115	~~A~~								
	~~B~~								
	C								
	D		✓ 500						
	E								
	F		✓ 500	500	00	100			
	G		500					250	
	H		400					200	
	I		400					200	
	J	S ½	200					100	
		N ½	200					100	
	~~K~~	S ½	~~200~~					~~100~~	
	~~L~~			~~500~~		~~250~~			
116	~~A~~								
	~~B~~								
	C								
	D								
	E					~~200~~			
	F		500	~~500~~		~~200~~		250	00
	G		500					250	00
	H								
	I								
	J								
	~~K~~								
	~~L~~			~~500~~	00	~~100~~			
117	~~A~~								
	~~B~~								
	C								
	D								
	~~E~~								
	F								

		amount sold for	amount contracted for	amount paid on contract	amount due to date
117	C		500 00	100 00	
	~~H~~				
	I				
	J				
	~~K~~				
	~~L~~				
A	~~A~~				
	~~B~~				
	C				
	D				
	E				
	F				
	G				
	~~H~~				
	I				
	J				
	~~K~~				
	~~L~~				
118	A				
	B				
	J				
	K				
	L				
119	A				
	B				
	C				
	D				
	E				
	G				
	H				
	I				
	J w ½		200		
	K				
	L				

		amount sold for	amount contracted for	amount paid on contract	amount due to date
120	A	500			250 00
	B				
	C				
	D				
	E				
	F				
	G				
	H				
	I	400			200
	J	400			200
	K w ½	200			100
	K s ½	200			
	L	500 00			250 00
121	A	500 00			62 50
	B	400 00			50 00
	C	400 00			50 00
	D	400 00			50 00
	E	400 00			50 00
	F	500 00			62 50
140	A				
	B				
	C				
	D				
141	A				
	K				
	L				

Interest in

Interest in

Copies of
papers given Horton
Dec 2/69

Being a/c of sales
of Lots on Sweeny trust
&c & accounts

Dec 2d 1869

copy

Lot	Block	Sold		
II	115		$400	
½ of D	115		200	
G	115		500	
H	115		400	
F	116		500	
G	116		500	
L	120		500	$3000.

Contracted

F	115	100	
G	117	100	200.

1/8 interest in sales

D	114	400		
E	114	400		
F	114	500		
A	121	500		
B	121	400		
C	121	400		
D	121	400	25 feet = 1/4	
F	121	500	$3500 - 1/4 is	875
				2) 4075.
				$2037,50

Horton

$1557.

6000 Block 19

$7557.

Moore

Blocks 162 & 163	8 lots	$4000.
" 159	7 "	3500
		$7500

$7557

Blocks 162 & 163		4000.
4 lots on III	8 & 7 of 90 / 9 & 11 " 91	1400.
Block	165	1800.
		7600

Horton
owes me

$1557.
6000 — Block 17 @ 500 per lot
$7557.

Morse
I offer to take
Blocks 162 + 163 9 lots @ $600.
$5400.
4 lots on H 1800 @ 400 + 500
7200

165 @

Settled not this way however

Offer to Horton
for settlement

March 29th

I deeded to Ida Peck lot III of Block 116 for Horton he conveying to me lot II of same Block. He having made mistake in putting his house on it & in the division

Ida Jewh

More		Horton	
C	115	E	115
E H I	116	C D J	116
C D E F	117	H I J	117
G E F	A	C D	A
A B	118	J K L	118
L K I H G	119	A B C D E	119
E F H	120	B C D	120
* A	140	A K L	141

* for 37.4 feet of A B & C @ 140

Old Defendants by Horton

Defendants Lot

B C D A B C

E H A K L

* III changed afterwards to "D" by deed to Ida Jack & III orton to me

2d list

Morse				Horton	
115	×C			E	115
116	×E	×~~III~~	×II	C D J	116
117	×C	×D	×E	III I J	117
120	×F			F	117
120	~~A~~	×	×C ×D	C D	A
118	×A	×B		E F	A
119			×A	L	118
118	×K	×J		~~B~~ C D E	119
119	×K	×I		B C	119
119	×C			H	119
120	×E			B	120

Division was made according to this list.

Horton agreeing to pay me cash $125.00 (half price) for my intent in lots A, B, C of Block 140

I had told him I would sell for half price to raise money & he said he would give me half price for my intent in these lots before the bill passed July – 1871

He did not however but to make him keep his word afterwards I was compelled to let him have it

Horton
Ans.
A Lb
on division
as made ~~[illegible]~~
Oct 1/70
on state July 1871
in Block 140 of the map
of George & Ill of the

Get Norton to sign contract
for Swecny Tract
also agreement of Hotel
I put in $5000. and the last
1 foot rise of foundation

Write to Lambert

Saml Stover

Make up Rows &c

Sunday, October 24, 1869.

Sweeney tract

Wetmore

7	lots	in	Block	A
8	"	"	"	117
8	"	"	"	116
8	"	"	"	115
12	"	"	"	120
10	"	"	"	119
3	"	"	"	118
1 1/4	"	"	"	121
4	"	"	Blocks	140, 121, 114
61 1/4				

These are marked on Register x

Wednesday, February 10, 1869.

Paid Horton for having
Mrs M^c lot 18 grubbed $8.00

A. E. Horton

Poor silly fool, see Taggarts card in to-days bulletin April 2d where he boasts you are his tool that he got you to advocate Rolfe and can use you any time

it is all true

he prints this card to disgust your friends and defeat your election

Horton

Commencing at the S. E. corner of Lot 1145 and running northerly on the line of said lot 40 rods or thereabouts thence westerly to the line of Middletown thence southerly along the line of Middletown to the south line of said lot thence Easterly along said line to the place of beginning

116.82		21.85	265.10
5		77	Bush. 10
111.82	See over	152.95	2551.00
		152.95	20
		16824	255.
		100	111.82
		$116.82	$123.22

Horton

to get from Bush	10.00
More	20.00
He pays to Breed & Chase	123.22
" paid me Coin	95.00
$20 Int Note @ 77c 1.85 Interest 21.85	16.82
	265 04

~~He is paid too much~~

~~as I should have paid for the $20 Note only 77c without interest~~

~~which would be~~ 15.40

~~and for the land 20 acres for~~

on second consideration I think not

as the land cost more than 20

and $10

copy

Lots still unsold Dec 1st 1870 on Survey tracts

Block	Lot	Remarks	Blk	Lot	Remarks
115	C		119	~~F~~	
	E			G	
116	C			H	
	D			I	
	E			K	
	H		120	B	
	I			C	
	J			D	
117	C			E	
	D			F	
	E		140	A	.374 of this Block 374/1000
	F			B	
	H			C	
	I			D	
	J		141	A	
A	C			K	
	D			L	
	E				
	F				
118	A				
	B				
	J				
	K				
	L				
119	A				
	B				
	C				
	D				
	E				

Neither the lots in 140 and 141 were divided but sold Hooter at B. C. in 140 and he had sold to Spivey at K L of 141 for $100.

Passes Map

B which is Lots

Copy Lots still unsold on the Hill Dec 1/70

Block	Lot	Remarks	Blok	Lot	Remarks
~~197~~	~~whole~~		196	J	
191	A			K	
	B			L	
	C	Sold to Morrison	197		whole Block
	D		199		" "
	I		201	G	
	J			H	
	K			I	
	L			J	
192	C			K	
	D			L	
	I		202	A	
	J			B	
	K			E	
	L			F	
195	A			G	
	B			H	
	C			I	
	D			J	
	I			K	
	J			L	
	K		196¼		whole Block (fractional)
	L		196½		" " "
196	A				
	B				
	C				
	D				
	I				

according to Lockling's Map

Copy
List of Lots leased
on Hill's on Swing tract
Dec 1870

Copy

List of lots sold and amount received therefor by A. E. Horton on the "Swenny Tract" under ~~Contract with~~ and amount due E. W. Moore, as per agreement.

Block	Lot	Price		due Moore	
114	C	400	00	50	
	D	400	00	50	
	E	400	00	50	
	F	500	00	62	50
115	D	500	00	250	
	F	500	00	250	
	G	500	00	250	
	H	400	00	200	
	I	400	00	200	
	J	400	00	200	
116	F	500	00	250	
	G	500	00	250	
117	G	500	00	250	
119	J	400	00	200	
120	A	500	00	250	
	G }				
	H }	1100	00	550	
	I	400	00	200	
	J	400	00	200	
	K	400	00	200	
	L	500	00	250	
		19000			
121	A	500	00	62	50
	B	400	00	50	
	C	400	00	50	
				4325	

Total sold $7900 one half due to E W M is $3950.00

Total sold in blocks 114 & 121 is $4300 & $\frac{374}{1000} = \frac{187}{500}$ due Moore is $404.10

$4754.10

Brot over

Block	Lot	Price			
				4325	
121	D	400	00	50	
	E	400	00	50	
	F	500	00	62	50
				~~$4487~~	~~50~~
also					
201	A			200	
	B			150	
	C			150	
202	C			150	
	D			150	
194				1333	33
				~~$6620~~	~~$3~~

Copy
List of Lots sold on
Pineberry Beach
due Acme - $4754.10

Received Dec 8/10

March 23d 1871

I received notice yesterday from Bank of California that my note to Coe was due payable on the 20th.

I sent telegram that check for the amount went forward to day, & I sent draft on Father for $2333.33.

Horton let me have the draft on account of the amount he owes me on condition that I return him the money as he wants to pay me in lots and not in money — we had a long talk and I told him, we must not be disgraced, both belonging to the Bank we ought to pay it to day. I expected Coe here did not know he was to leave it with the Bank of California to collect, so I agreed to pay him back the money and take lots for my account.

Horton

a/c Coe note
& money &c

San Diego March 9th 1871

Friend Morse

I never at any time in our acquaintance felt more friendley towards you then now, and on my part purpose to have that feeling perpetuated for life. A misunderstanding has arisen but but nothing worse. When I offered you City property in payment for your interest in Hotel I made this proviso that I could not dispose of my most valuable lots Those I considered to be in the vicinity ~~of~~ (South) of the Horton House especialy for the reason that I comparitively had but a small number left in that vicinity on fifth ~~Street~~ & Sixth street. Had you asked me the question squarley what will you ~~tak~~ sell me half of lot C and lot K Block 61 to aply on Hotell account I should have promptly declined stating a price and repeated to you my objection to selling that property and having it so applied. Had you selected lots in almost any other part of town I should gladley complied with your request

Under the circumstances which your letter explains I wish to render you all reasonable servis to accomplish this I will deed to you Lot K in Block 61 and some other lot in place of S ½ of Lot C. I do not wish to sell the latter on any conditions as it will asist me in selling my property adjoining and I need every dollar I can realize from the sale of such property. Should lot K eventualy prove to have ben sold you will afford me every facility for a satisfactory arrangment with such party and redeed it to me if necessary in case you decide to accept it on the conditions herein stated

Yours Truly

A. E. Horton

Walter
to
Munroe
March 14 1911
a/c Lots K 61
& S ½ of C 61

This Indenture, *Made the* Second *day of* February *in the year of our Lord one thousand eight hundred and* Seventy one

Between E. W. Morse of the City and County of San Diego State of California the party of the first part and the Southern Transcontinental Railway Company

the party of the second part, **Witnesseth,** *That the said party of the first part, for and in consideration of the sum of* one *Dollars* gold 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 has remised, released, and forever quit-claimed, and by these presents does remise, release, and forever quit-claim unto the said party of the second part, and to* its *heirs and assigns, all the right, title, interest, estate, claim and demand, both at law and in equity, and as well in possession as in expectancy, of the said party of the first part, of, in, and to all those certain lots pieces or parcels of land, situate, lying, and being in the* City and County of San Diego State of California, *and bounded and particularly described as follows, to wit:* Ninety six lots in the subdivision of Pueblo Lot Number eleven hundred and fifty (1150) according to the map of the City of San Diego made by Charles H. Poole in 1856 said ninety six (96) lots to be designated by the party of the first part after the survey and map dividing said Pueblo Lot into Blocks, Lots and streets shall be finished

Together *with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues 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,* its *heirs and assigns forever.*

In Witness Whereof, *the said part 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

Horton Sarah Blocks
in his addition instead
of this & I decided him
40 acres in Blocks in
in 1858

San Francisco Oct 20th 1867

Friend Morse

I saw Gen Rosencrans yesterday he says he had made an offer for that large Ranch, that he would not give any more it was the last offer he should make
There is a report here that Coolidge is working against my interest ~~in~~ and that the people of San Diego had joined him in so doing, if that is the case please inform me. Since I bought in San Diego I have done all that I could to get men of wealth & influence to become interested there. I cannot see how any one can work against my interest with out injuring San Diego. As for Coolidge I do not wish to injure him in the least, a short time before he went down a man who was acquainted with him East, said to me You had better Summer & Winter him, before you put to much confidence in him, he may turn out better here then he did east, there a curse seamed to follow every thing he had connection with. I feel satisfied he will play him self out there the same as he has here, had it not been for a lady friend of my Wifes who spoke in his favor I should not have made his acquaintance

There is a Man here by the name of Richster he wants to get a situation clerk in a Store he Speaks Perman and Spanish, he has been in the busnes three or four years he is a temperate honest & honerable man, I can recommend him as such to You, if You should want such a man please write immediatley as he is out of a Situation & would like to know as soon as convenient

Mr Hooper the man that furnishes Somerville & Carruthers Lumber said he was loading a Ship with lumber for San Diego and thought he should, probaly send another load I do not know when I shall comdown. I have bought that boat of. C. E Pudd. I shall send down two men to Survey My Town ~~plott~~ I shall go to the Surveyor Gen Office and get a copy of the map of the Pueblo Lands of San Diego. You have probably seen several men that I have sent down I have not heard from them Since they went down, I referd them to You. What disposition have You made with the land that was advertised for Sale. Pleas write

Yours Truley

A. E. Horton

A. E. Horton
Oct 20/67

List of Deeds
Not Recorded
Previous to Oct 1/13

Commencing at the N. E. Corner of Pueblo Lot eleven (1150) and running thence southerly along the East line of said Pueblo lot six (660) feet thence westerly parallel with the north line of said lot six (660) feet thence northerly parallel with the east line of said lot (660) feet to the north line of said lot thence easterly along said north line 660 feet to the place of commencement ten acres in the N. E. Cor of said lot containing 10 acres

Received from E. W. Morse a deed for ten acres in Pueblo Lot 1150 being the consideration for certain Blocks of land deeded to the Transcontinental Railway Co by me in behalf of said Morse

Description
of the 10. acres
to Hartson in 1850

275 — 40 / 110

375 — 400 / 600 / 1000

Commencing at the North East corner of Pueblo Lot 1150 and running thence &c

reserving and excepting therefrom all those certain lots or Blocks of Land described in a certain conveyance made by the party of the ~~first~~ 2nd part to the said party of the first part dated and acknowledged on the 26th day of Feby A.D. 1874

11
200
1200

Quit Claim

Commencing at the North East corner of Pueblo Lot 1150 and running thence southerly along the east line of said Pueblo Lot 660 feet thence ~~northerly~~ westerly parallel with the North line of said lot 660 feet thence northerly parallel with the east line of said lot 660 feet to the north line of said lot thence easterly along said north line 660 feet to the place of beginning being ten acres in the northeast Corner of said lot as described

Provided ~~nevertheless~~ that nothing herein shall affect the conveyance made by the party of the second part to the party of the first part on the 26th day of February A.D. 1871 ~~[illegible]~~ of eight Blocks & fractional blocks in said Pueblo Lot 1150, by deed dated the 26th day of February A.D. 1874

Horton
Quit Claim

I, E. W. Moore of the City and County of San Diego in the State of California in consideration of two hundred dollars Do hereby grant to A. E. Horton of the same place all that real property situated in the City and County of San Diego State of California, bounded & described as follows:

Commencing at the North East corner of Pueblo lot numbered eleven hundred and fifty (1150) according to the map of the Pueblo Lands of the City of San Diego made by Charles H. Poole in the year A.D. 1856 and running thence southerly along the east line of said Pueblo lot six hundred and sixty feet (660) thence westerly and parallel to the North line of said lot six hundred and sixty (660) feet to the north line of said lot and thence easterly along said North line six hundred and sixty (660) feet to the place of commencement, and containing ten acres.

Witness my hand this Fifteenth day of May A.D. 1873

E. W. Moore

Signed & executed in presence of
E. N. Hitchcock

Recorded Book 20 p 345

Copy of Deed from
E W Moore
to
A. E. Horton
of ten acres in 1850

Horton Deed to lots on Hill
" " Sweeny tract & tide land

He has received cash for the 8 feet in lots B & K of each block

I never agreed to assist in so costly a building

you early said you would pay me back & from that time I was never consulted

I never wanted to go into it am sorry that I ever did - too many sleepless nights -

you offered me half & you know why I refused because it might invalidate your title

Morton
Memorandum

I take in more money than you do at the Bank.

Horton said I suppose you will start a Bank of your own

Horton and I are going to bring down 2 Iron posts.

I afterwards questioned Shepherd & he did not deny it. I said he had better be left out of the hole you would lose – human nature – then Shaples & Shepherd said that was the way he Horton said he would make $10000 out of that 40 acres.

2d –

H sold for
Mr Lane ~~sold~~ 100 acres of land above his field at 150 per acre

Mem.
Thursday
morning

The north line is 100 feet south of the south line of Pacific street or 475 feet south of Commercial street which on Harlans is 475 feet south of H St street, which makes it 95 feet south of H street

See below

It commences 45 feet east of the West line of Block A and runs to a point 25 feet east of the East line of 4th street

calculating a vara 2.75

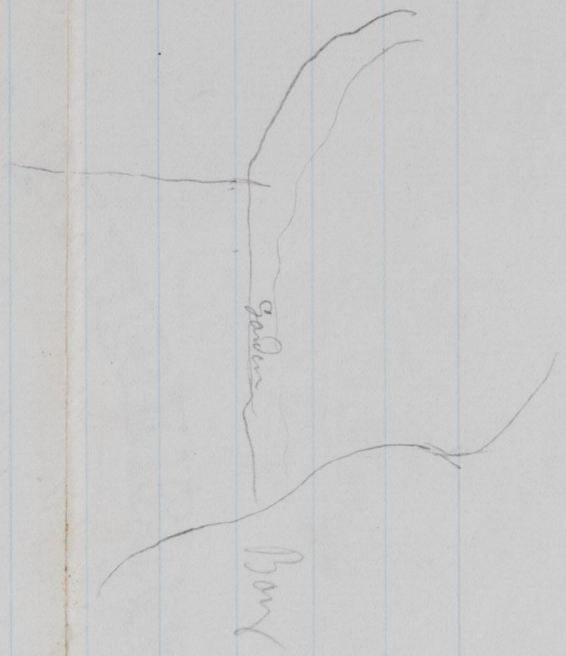
The Surveyor Genl's instructions are that a vara is 278.1

and on this basis the north line is 92 feet south of H st but 8 feet in each of the 8 lots B & K is about equal to the 45 feet in Block A.

The West line of the tract is 45 feet East of the West line of Block A

The East line of the tract is 37.4 feet East of the East line of 4th street so that I should have $\frac{374}{100}$ of the price of lots two

Measurements
and
Calculations
on the
Swearing tract



Horton Received money from
a great many

Paid to do do

and no record on books

Horton

Private memo

Horton asks them why
they did not establish a
Bank down there

Bold

Pearls 4000. 2000

Hotel foundation

" Bricks

De Wolf Lot

GRANT AND COLFAX.

ELECT

Norton

Cash receipts since 25th
December 1869 to 18th
March 1870. $15,829.

During the year 1869 $83,000

Copy of acct rend R. Harter

Dec 2nd 69

Sold 3200 4/43 1600.

Contract 100.

Cash paid you by Wilcox 1333.33

Salary for June 21st to Nov 21st } 250.00

from sale of pasture lots in Blocks 114 & 121 @ 3500 = 437.50

3720.83

Cr paid R. C. 1200.

Oct 25 Cash borrowed 500.

Nov 17 " " 400

Oinkets 496 @ 4½ 22.32

Hotching Hare 1 mo. 10.00

0-52.51

bal 1548.51

CB

-541

IN calling attention to the 31st FINANCIAL STATEMENT of this veteran Company, it may not be out of place to state, that for twelve years the old PHŒNIX has stood by and furnished protection to the insuring public of this coast, and in the discharge of its obligations to its patrons has paid 531 claims for loss, aggregating $351,604.55. Feeling convinced the public were ever willing to pay a good price for a choice article of indemnity, we have always demanded adequate rates, declining to compete with reckless, weak and speculative concerns; on the other hand we have protested against exorbitant charges, or any system of business making such charges necessary, and the patronage received is evidence satisfactory to the Company that the style of doing business adopted and carried out by this time-tried and fire-tested Fire Insurance Corporation, has been appreciated in a most substantial manner.

SHOWING

Annual Increase

For 9 years of

Phœnix Assets,

For additional protection of policy holders.

For 1862—January 1, Cash Assets,	$ 500,701,73
" 1863 " " " "	545,896.46
" 1864 " " " "	656,818.03
" 1865 " " " "	981,974.91
" 1866 " " " "	1,006,790.33
" 1867 " " " "	1,103,468.35
" 1868 " " " "	1,259,012.84
" 1869 " " " "	1,467,835.60
" 1870 " " " "	1,681,148.86

[OFFICIAL.]

XXXIst Statement

OF THE

PHŒNIX

Insurance Company, of Hartford, Conn.

Cash on hand, in Bank, and due from Agents,	$174,973,91
United States Securities,	163,060.00
Loans on approved Securities,	169,050.00
New York Bank Stocks,	90,250.00
Hartford Bank Stocks,	433,420.00
Miscellaneous Bank Stocks,	44,750.00
Bonds—State, City, Railroad and Water,	467,300.00
State Stocks—Ohio, Missouri, Tennessee and Alabama,	132,085.00
Accumulated Interest,	6,259.95
Assets at Market Value,	***$1,681,148.86***

"The steady, upward, onward grand march of the old PHŒNIX OF HARTFORD, is a positive, conspicuous fact, a noble reward to conservative principles and legitimate underwriting. The PHŒNIX was organized for permanent success, to bestow first-class Fire Insurance, at proper rates, to the people of the United States, on a comprehensive and original plan, and its position to-day with the public leaves nothing to conjecture. It has fought FIRE vigorously, persistently, skillfully, and from every battlefield wreaths of victory have been plucked. The popularity which the PHŒNIX enjoys, and the reputation which attaches to its name, is something worth years of constant devotion to duty to acquire, and few there are who ever do secure the prize."

Branch Office for the Pacific States,

424 CALIFORNIA STREET, SAN FRANCISCO,

R. H. MAGILL, Manager.

☞ ***Resident Agents at all points authorized to issue and renew Policies direct.***

Oct 12th 1869 I paid Chase $1200.00
borrowed from Horton $200.00

Nov 17 I paid Chase bal due 624.27

Dec 18 I gave Horton my receipt for the $1000.00 borrowed as taxes on Dec 14th and the $100 of Nov 17th see day book

See Note how on the endorsements

Jany 12, 1870
Was the bill due Chase of $197.10 paid me by H. paid by Horton.

Sept 13 Sold House in old Town for $1250
Notes paid 1500
Wholly paid me

Norton

Mem

of a/c

$1240

Nov 10th 1872 Horton says he wants me to deed those ten acres. says his blocks deeded to the Transcontinental are worth $1000 at least to day.

says if Gatewood gets them back he will give me the acres & he take the blocks.

said he didn't know Gatewood talked of commencing suit to annul these deeds didn't think it advisable

San Diego, ... 18 .....

Horton

Mr Horton

At what price will you sell me the south half of Lot "C" in Block 61 $400

also Lot "K" of Block 61 $600 if not sold

I mean the price to day, not after the bill passes.

E. W. Morse

I then sold ½ of both to B Hovey for $300.

Horton offer of
Lots 1 & 2
Block 61

March 8/71

I had purchased from Mr Horton 1½ lots for $1000 according to contract

and to day I asked Shepherd for the 2d time if Horton had signed the deed Shepherd said Horton asked him if I said how I was to pay him or as though there was some misunderstanding I told him there was none, he fully understood it.

I then found Horton half an hour afterward at his office and asked him if he would sign that deed now Well he says how is it about the payment you dont expect me to let you have my best lots for the money you put into the Hotel, and I consider them my best lots

More Why did nt you tell me so then when I asked you the price?

Horton How did I know how you were going to pay me?

More you knew very well I had no other way to pay you It was well understood

Horton I didnt know but you would pay me with Bank Stock or in ~~that~~ your way

you knew very well it was on that account and was ready to make out the ~~Deed~~ if the bill hadnt passed

More But will you make the deed or not

Horton I will not

More very well & I left.

Horton

Mch 9th

Mr Horton

On yesterday when you objected to sign the deed for ½ of Lot C & Lot K in Block 61 I was so completely taken by surprise that I lost my temper and did not explain the facts to you as I ought should have done.

They are these: some ten days ago I handed you at the bank a paper upon which was written the following.

At what price will you sell me the south half of Lot C in Block 61 also Lot K of Block 61

your answer in figures was for the first $400 and for the other $600 if not sold

I saw you the next morning and told you I would take them and asked Shepherd in your presence to make out the Deed, you assenting to it, and on the several occasions that we conversed about it when trying to discover whether K had been sold or not, you always tacitly acknowledged the sale. I therefore had no doubt of your signing the deed.

My object in purchasing was to raise some money, and on the same day I offered the same lots to several different parties for $700 and on a credit of 30 days and could find no purchaser, but finally Mr Howard offered me $300 = for one half the lots and I accepted his proposition for I needed the money.

Of course since the bill has passed the lots are worth more money, but it is not

that I can for a few dollars more or less but because I have sold to Mr Howard & I wish to keep my word, and rather than forfeit it would prefer to pay you $1000. for the half I sold him.

I can not imagine how you could think I was to pay you for these lots in Bank Stock or any other way while you were owing me several thousand dollars and when I had just offered to sell lots at half price as you well knew to raise some money.

I did not ask you "what you would sell those lots for" but what will you sell them to me for underscoring me so that there might be no doubt that I myself wanted them on account of what you owed me.

I do not wish Mr Horton to feel unfriendly to you - we have always been friends, and I know that you never had a truer friend to your self & your interests than myself

Sentiment

You came here a stranger and found a friend in me and I have experienced your gratitude for the favors I then rendered you in making your first purchase, we have always been so

I think we should continue to work together for the good of the place

Let us continue friends by settling this matter amicably.

Hooton would have given any body else a block for coming down here with the Express.

Tuesday March 15th 1871

I talked with Horton to day, told him I wished he would let us have those lots, that Howard felt quite sore about it I liked him and wanted to keep my word with him &c...

Horton said he had an opportunity to sell C with his other lot & he wanted to get out of debt as soon as possible by paying them

after considerable talk Horton finally agreed to let us have it but asked me to let him have my interest in lots A B & C of Block 140 for $125.00 & I told him I would do it but said I it is worth now $1000.00 but says he I dont sell any higher well all right

These were the lots that I offered him at half price before the bill passed for $125.00 and he accepted

He gave me the $125.00 and I gave him a receipt expressing for what

It was terribly mean He got for $125 what is to day worth from $500 to $1000 because I wanted to keep my word with Howard & he had backed out of his word

Private Memorandum
of Business with
A E. Horton

Horton offered to let me
in equally with him in
his purchase and I
refused as it would cast
reflections on his title