

San Diego Federal Writers' Project
Translator -- Joaquin Aceves
Editor -- Margaret E. Lawrance

B O O K A

(Translated from the Spanish)

FOURTH SEAL

ONE QUARTILLA

For the years eighteen hundred and twenty-four
and eighteen hundred and twenty-five.

YEAR OF 1835

CONTINUED FOR THE YEAR 1835

BOOK OF RECORDS

A

COURT OF THE PORT OF SAN DIEGO

January 1, 1835 and 1836

CONTINUED FOR THE YEARS 1837 and 1838

CONTINUED FOR THE YEAR 1839

January 1, 1839

Book of Records

Validated by this Collector's office for the
years of eighteen hundred and thirty-five
and eighteen hundred and thirty-six.

Signed: MARTÍN SÁNCHEZ CABELLO

As First Alcalde of
the town,
Signed: OSUNA¹

No. 1 At the Port of San Diego of Alta California, on the tenth day of
February, 1835, before me, Juan Osuna, a citizen and Constitutional Alcalde²
of the said port and of its jurisdiction, appeared Guillermo Antonio Rechason,³
a citizen and resident of said port, whom I certify that I know, and (the said
Guillermo Antonio Rechason) stated:

That, by this document, he does in good faith make a direct sale to
José Antonio Melendes, also a citizen and resident of the Port of San Diego,
of the brig-schooner named "El Cruzador," tonnage 110 tons, which boat he owns
and which is now anchored at this port; that he hereby sells the aforesaid boat
with all her fittings and appurtenances, all in sound and seaworthy condition,
for the sum of eight thousand pesos, which amount he had already received in
lawful coin and to his entire satisfaction; and from this day forth he gives
up, quitclaims and surrenders all right, interest, title and ownership he has
heretofore had in said boat, and by means of this public instrument he grants,
releases and assigns the same to the purchaser, to be his personal property,
lawfully held and acquired by means of this certificate of purchase, which is
hereby executed in good faith; and to confirm such possession (by the purchaser)
he (Guillermo Antonio Rechason) has already delivered the aforesaid boat to him
so that he may do with it whatever he may desire, stating to him that it is free

1. On the margin.
2. Spanish for Mayor.
3. Richardson.

of encumbrance and mortgage, either special or general, implied or expressed.

And he also binds himself to warrant and defend this title in case of litigation that may be brought against it for any reason, and will uphold it at his own expense until the said purchaser is left in quiet and peaceful possession; and if he should not do this, he will return the money he has received, plus all costs and expenses incurred on this account, without any litigation whatsoever, providing such refund is expressly claimed: to all of which he binds himself with his person and with any property which he may legally own, waiving his constitutional rights, his domicile and residence rights; (binding himself) also to the law of circums venerit¹ jurisdictione omnium judicum, which may compel his performance in accordance with the judgment given under the authority of matter tried, consented to and not protested.

And hereby he declares that he grants and releases to the purchaser the value of said boat, whether it be great or lesser, and that he will not claim it from the purchaser at the present time nor in the future, because he acknowledges he is making this sale of his own free will, and as far as he knows, without any deceit for which said purchaser could allege malice or fraud in this conveyance.

And the aforesaid citizen, José Antonio Melendes, being present at the execution of this instrument, and having heard and understood its text and form, declares that he accepts it in his own favor, and has received the said brig-schooner "El Cruzador" for the amount hereinbefore mentioned of eight thousand pesos, which he has already paid.

1. Probably circumvenerit.

In witness whereof, they have attested, executed and signed (this instrument) before me and my witnesses, in lieu of a notary public.

Signed: GUILLERMO ANTONIO RECHASON - JUAN MARÍA OSUNA - JOSÉ A. MELENDES -

Witness, JOSÉ MARÍA MIER Y TERÁN - Witness, H. D. FITCH.

No. 2 At the Port of San Diego of Alta California, on the thirtieth day of March, 1835, before me, Juan María Osuna, a citizen and Constitutional Alcalde* of said port and of its jurisdiction, appeared the retired Captain Francisco Ruiz, a citizen and resident of said port, whom I certify I know, and stated:

That by this instrument he, of his own free will, grants to Joaquín Carrillo, a citizen, the fruit orchard located about 500 varas south of the presidio, known as the "Orchard of Captain Ruiz," which is his own property improved by him, the said property being clear of mortgage and other incumbrances; it being the will of said Captain that the said Carrillo shall peacefully possess it during his life, but under the condition that under no pretext whatever may he sell, pawn or mortgage it, nor divide it, as said orchard must remain unchanged for the benefit of his three god-children, Juan Bautista, Francisco, and Julio, the legitimate sons of said Joaquín Carrillo, without any other children that may be born to said Carrillo having any right or claim whatever to it.

And upon these terms he deeds and grants said orchard, and to confirm (the said Carrillo's) possession of it, he has delivered the property to him, with an adobe fence, two-water-wells built of brick and cement, trees, and everything else contained within the premises; the grantor binding himself to warrant and defend (this title) in any litigation originating from this grant.

And he states that he does this of his own free will, without equivocation, in witness whereof he made and signed this statement in my presense and that of the witnesses, in lieu of a notary public. - Signed: FRANCISCO M.

RUIZ - JUAN MARÍA OSUNA - Witness, JOSÉ BANDINI - Witness, JOSÉ MARÍA Y TERÁN.

*Spanish for Mayor.

No. 3 At the Port of San Diego, on the second day of September, 1835, before me, Juan María Osuna, sole Constitutional Alcalde* of said port and of its jurisdiction, appeared Mrs. María Ortega, whom I certify I know, and said that, by the provisions of this deed, of her own free will, she conveys in direct sale to Don David Felipe, the property known as the "house of Sergeant Guadalupe," consisting of two rooms, two corridors and a back corral, which she sells to him for two hundred and fifty pesos, silver coin and legal tender, which she has received; and to confirm the purchaser's possession of said house, she has already delivered it to him, who may now dispose of it according to his own free will, as its legal owner; and said María Ortega is willing to submit herself to all authorities, for which purpose she waives the benefit, now and forever, of any laws that in particular or otherwise might favor her, including those of deceit, fraud and force, and states that she is willing to comply with the requirements of the authorities who must and can certify this act, in order that she may be legally bound, according to the letter of this deed, to comply with everything to which she has agreed herein; and to the fulfillment of this covenant she pledges again her right of country, her domicile and resident rights. She so declared before me, the aforementioned judge, signing with me and the witnesses, in lieu of a notary public. - Signed by request of the affiant: JUAN BAUTISTA ALVARADO - DAVID FELIPE - JUAN MARÍA

OSUNA - MARTÍN S. CABELLO.

*Spanish for Mayor.

No. 4 At the Port of San Diego, on the twentieth day of October, 1835, before me, Juan María Osuna, sole Constitutional Alcalde¹ of said port, appeared Silvestre de la Portilla, a citizen and resident of the Port of San Diego, whom I certify I know personally, and stated:

That, as provided in the following covenant, he gives his power of attorney, ample and sufficient under the law for any necessary act, to José María Covarrubias, a citizen and resident of this port, that he may represent (the said Portilla) in person, rights and actions, and be it understood, particularly in matters relating to his² interest in the place known as Valle de San José until putting him² in peaceful possession of it; empowering (the said Covarrubias) to appear before the proper court and, if necessary, to appeal to the higher courts of this territory. Said power of attorney may also extend to all the suits, litigations and transactions that may arise in connection with his² interest hereinbefore mentioned; (the said Covarrubias) may appear before the proper tribunals, as already stated, where he may present petitions, evidence and documents; impeach and refute; apply for terms; argue; oppose peremptory demurrers, injunctions, summonses, and citations, with appeals, protests and allegations, according to the terms and appointments of the courts; he may obtain all kinds of interlocutory decrees, writs and releases; protect and defend; apply for reprimands and appeals; swear to and withdraw claims; draw up articles; perform transactions; observe compromises and interlocutory and final judgments; accept what is favorable, and plead and appeal against what is adverse; following the suit through all its hearings; and, finally, he shall do in behalf of his constituent whatever he would do for himself, both in essentials

1. Spanish for Mayor.

2. My, me, used in the translation, seem to refer to Silvestre de la Portilla; hence, the third person is used throughout this version.

and in things incidental, yielding without reservation where he lacks legal authority; for whatever may be necessary is hereby authorized, including the acts of suing, taking oath and empowering agents, who may negotiate with other trustworthy individuals, and of discharging agents, subject to the obligations prescribed by law.

It was so executed by him, and for its fulfillment he pledges all his present and future property. He so stated, and executed this instrument, and as he did not know how to sign, Captain Don Pablo de la Portilla signed at his request, in the presence of the assisting witnesses, in lieu of a notary public. - PABLO DE LA PORTILLA - JUAN MARÍA OSUNA - Witness, JOSÉ MARÍA MIER Y TERÁN - Witness, JESÚS MORENO.

Between pages five and six has been inserted a double sheet of common paper containing an instrument executed by Don Silvestre de la Portilla in favor of Don Antonio Cot, for the amount of twelve hundred pesos and six reales, which as a matter of record was subscribed by this Court.

(A signature)

No. 5 Before me, the Constitutional Alcalde* of this town, and the undersigned witnesses--in lieu of a notary public--appeared Silvestre de la Portilla, a citizen and resident, and declared:

That the final accounting with Don Antonio José Cot, regarding the supercargo of the brig "Sarda la Rosa," which began with his purchase of a lot of goods aboard said boat on January 12, 1835, under obligation to make payment in full thereon about the month of August of the said year, according to the agreement signed by him, has resulted in a balance against him in the amount of twelve hundred and three pesos and six reales on account of said supercargo, which balance he has been unable to liquidate with the articles of tallow, skins or otters he agreed to supply; therefore, he acknowledges himself a debtor for said amount and, also, for the generosity extended him as regards said supercargo in granting him a stay, that he might avoid the damages which, undoubtedly, he would incur by selling his properties hastily in order to make immediate payment; and he promises and binds himself in due legal form, to make said payment during next October, that is, to pay the above mentioned amount of twelve hundred and three pesos and six reales, with tallow at eleven reales per arroba, net, placed at the order of the citizen Tomás Yorba in the city of Los Angeles, and in default of tallow, to make payment in silver coin.

And as a guarantee of faithful fulfillment by him, he pledges his property, now owned or to be acquired, and specifically pledges six hundred head of cattle he owns in the ranch of Valle de San José, located in this jurisdiction, waiving his rights under any law which may favor him (to the contrary), and submitting himself to the justice of the Republic in compelling him to make payment.

*Spanish for Mayor.

Also, appeared Don Pablo de la Portilla, Cavalry Captain and at present Military Commander at this post of San Diego, and stated it was his will that his interest in the heads of cattle which, together with his brother, he owned in the aforementioned Rancho del Valle, be affected by the mortgage offered by Don Silvestre; and Don Antonio Cot having agreed to and accepted the provisions herein mentioned, they were verified in full, as was also the agreement of stay granted in regard to said supercargo to Don Silvestre de la Portilla. And for lack of legal paper in this town, this deed is written on common paper.

Executed in the town of San Diego on the twenty-first day of January, 1836. - Silvestre de la Portilla not knowing how to write, Pablo de la Portilla signed at his request. - Signed: PABLO DE LA PORTILLA - PABLO DE LA PORTILLA - ANTONIO JOSE COT - Before me, S. ARGÜELLO - Witness, JOSE MARÍA MIER Y TERÁN - Witness, JESUS MORENO.

No. 6 In the name of God, our Almighty Lord, and of the changeless Virgin Mary, this instrument is executed, stating that I, María de la Luz Ruiz, a native and resident of this town, having obtained the consent of my husband to execute a last Will, on account of being joined with him in dealing and contracting, and finding myself sick in bed of a sickness sent to me by God, and being of sound and clear mind and normal memory, believing as I strongly do in the mystery of the Holy Trinity, Father, Son, and Holy Ghost, three different persons in one true God, and believing in everything our Holy Mother, the Catholic, Apostolic and Roman Church, believes and confesses, in which faith, I have lived and protest I will live and die, being afraid of death that is a natural thing and wishing to save my soul--I dictate my last Will in the following form:

First. I dedicate and commend my soul to God our Lord who created and redeemed it with His Precious Blood, and pray to His Grace to take it to Him to enjoy His glory, for which it was created, and send my body to the earth of which it was formed.

Item. I order that, when God our Lord shall deem convenient to take me from this life, my body be buried in the cemetery of this Presidio's Chapel, near the window where my deceased mother is buried, and that my corpse be shroud with the robe of our Father Saint Francis, which will be provided by Fr. Vicente Oliva.

Item. I declare that I own, upon the ranches of Cueros de Venado, San Dieguito, and in this town, some cattle which are known by the iron brand of my eldest son, Juan María, and by mine, most of said cattle being branded with my son's iron, as I had no brand of my own at the beginning, and the

balance branded with my own iron.

Item. I declare that, in this town, I own a house which extends from north to south and is situated next to that of my brother Francisco and, on the west side, is next an apartment owned by the citizen Juan Osuna, (my) said house consisting of a sitting-room; two apartments, of which one is at the west corner and the other is a bedroom; a pantry; a kitchen; and a closed corral surrounded by a wall, in which there is a room belonging to my married daughter, María de Jesús; and outside there are two unfinished rooms near the home of my brother Francisco.

Item. I declare that I own ten silver spoons, and of these I have given one to my eldest son, Juan María, and the others, after paying my debts, are to be distributed among my children, as well as all my estate and household furniture.

Item. I declare that I owe Don Federico Bechel, Don Juan Antonio Estudillo, Don Tomás Rittington*, Lorenzo the cashier of Mr. Fitch, and Señora Rafaela de Serrano, what each of them may say, since, in the condition in which I now am, I do not remember the amounts.

And the Will having been left in this condition because of the sudden death of the deceased without her having designated a testamentary executor, I the Court, in accordance with the Testamentary Law contained in Volume Twenty of the Dictionary of Legislation, which so empowers me in cases like this, by means of an official letter, have appointed Don Juan María Marrón, the eldest son of the deceased, the sole testamentary executor.

And for the purpose of making valid this Will and invalidating any other that may appear, I affixed my signature to it in Court in the presence of
*Wrightington.

witnesses and of the executor, and the City Clerk, in the capacity of notary public, certified said instrument today, the eleventh of March, 1837. - JOSÉ ANTONIO ESTUDILLO - 1st witness, ROSARIO AGUILAR - 2nd Witness, FRANCISCO VILLAR - JUAN MARÍA MARRÓN, Executor - DOMINGO AMARO, Secretary.

This is an exact copy of the original, which I transmit, leaving it as it was in the testament; entered in this Record this eleventh day of March, 1837, and so it is to remain in this record. - Signed: DOMINGO AMARO, Secretary.

No. 7 At the Port of San Diego, Department of California, on the twenty-seventh day of November, 1837, before me, José Antonio Estudillo, a citizen and sole Alcalde¹ of this town, acting in the capacity of notary public, and before the required witnesses, appeared the citizens, Pablo de la Portilla, Captain of the Active Squadron of Mazatlán, and José Joaquín Ortega, Administrator of the ex-Mission of San Diego, both residents personally known to me, with the witnesses, citizens José Bandini and Jesús Moreno, also residents, who, being duly sworn, stated that they know Portilla and Ortega, present as aforesaid, and the latter contracted in the following terms:

The citizen Captain Pablo de la Portilla conveys and sells to the citizen José Joaquín Ortega, and will give him immediate possession of, the following goods and fixtures belonging to him: four hundred and ten head of cattle; one hundred and fifty horses; three houses with their entrances² in the place known as San José del Valle, of this jurisdiction, with all the appurtenances of home and field; a forge, and several carpenter's tools; which fixtures, forge and tools are listed in an inventory attached to another instrument certified and legalized by me, the said Alcalde. He also conveys to him his right in his iron brand, so that Ortega may have the customary use of it and also may pick out as his own, all the heads of cattle and horses that may be found branded with said iron, without a bill of sale.

The citizen José Joaquín Ortega binds himself to pay to said Captain Portilla, as price of said goods, buildings, fixtures, furniture, and the right to use the branding iron, the sum of eighteen hundred pesos, as

1. Spanish for Mayor.

2. Spanish, puerta, which means either entrance or admission charge.
A blank space follows in the Spanish text.

follows: he will pay to Don José Antonio Got the sum of eleven hundred pesos; to the retired Captain Don Santiago Argüello, one hundred and ten pesos; to Henry Fitch, sixty pesos; to Don Lorenzo Hatnell, nineteen pesos and four reales; and to Don Tomás Retinton,¹ five pesos. He will deliver to (Captain) Portilla twelve mules, which at the price of twelve pesos each will amount to one hundred and forty-four pesos; a cuirass; an anquera;² a mochile³ valued at seven pesos and six reales; fifty silver pesos, cash down; one hundred and fifty silver pesos about the month of February, 1838, and forty-five pesos and six reales in merchandise when said Portilla may want and order them; and with eight pesos (the said Portilla) has already received, is completed the aforesaid amount of eighteen hundred pesos, which Ortega pays as the price of the above-mentioned property; which property Portilla in good faith conveys and sells to him and Ortega buys, receives and pays for.

In consideration of these mutual agreements made between the contracting parties, they do, of their own free will, by these presents execute this contract; binding themselves to pay in equal shares the costs of this contract, hereby renouncing all (contrary) rights and submitting themselves to the penalties and other conditions provided by law for any default or defaults which may occur in its fulfillment.

They stated and agreed as herein provided, and in confirmation of this covenant, the contracting parties and their witnesses signed with me, the said Alcalde, and my witnesses, the citizens, Aniceto María Zavaleta and Vicente Romero, of this residence, at the aforesaid place, on the aforesaid day, month and year; this instrument being recorded in the proper file of the

1. Wrightington.

2. Spanish, meaning a round covering for the hind quarter of a horse.

3. Spanish for knapsack.

Court of First Instance in my charge, and being written on common paper for lack of proper legal paper. I certify it. - PABLO DE LA PORTILLA - JOSÉ JOAQUÍN ORTEGA - 1st witness, JOSÉ BANDINI - 2nd witness, JESÚS MORENO - JOSÉ ANTONIO ESTUDILLO - Assisting witness, ANICETO MARÍA ZAVALTA - Assisting witness, VICENTE ROMERO.

No. 8 At the Port of San Diego of Alta California, on the fifteenth day of March, 1837, before me, José Antonio Estudillo, Constitutional Alcalde* of said port, appeared the retired Captain Don Francisco Ruiz, and making known his advanced age and the impossibility of his taking care of and cultivating the land known by the name of Los Peñasquitos, which was granted to him by the Governor and Military Commander Don Luis Antonio Argüello on June 15, 1823; and wishing the benefits of said land to go to the citizen Francisco María Alvarado, a resident of this town, in compensation for the board and care he has given him in times of failing strength and sickness, he, of his own free will and without equivocation, cedes said land of Los Peñasquitos to the said citizen, Francisco María Alvarado, that he may occupy and develop it for his own benefit, to use and cultivate it as he may choose; for which purpose he transfers to the said Francisco María Alvarado the document which, with the decree of the aforesaid Governor Don Luis Antonio Argüello, dated June 15, 1823, proves his ownership of said land, and he resigns now and forever all his right in it, as he also waives restitution of any expenses which he may have incurred.

In witness whereof, in order fully to execute this document, he subscribed it with me and my assisting witnesses, in lieu of a notary public, in the aforesaid port, on the aforesaid day, month and year, on common paper for lack of the proper legal paper.

(NOTE OF TRANSLATOR) This instrument appears unsigned in the original Record Book at San Diego City Hall.

*Spanish for Mayor.

No. 9 To the Honorable Justice of the Peace: José Francisco Snook, Commander of the Marine and a resident of the Port of San Diego, respectfully appears before you and declares:

That, the purchase of a boat being convenient to my interest and purposes as Commander, I have negotiated with Mr. Robert H. Dane, who at present acts as owner under power of attorney from Don Santiago McKinley, for a bill of sale to a boat known as the brig-schooner "El Ayacucho," otherwise known as "La Nueva Estrella," the boat being in my possession; but since, to effect the sale, a new deed is necessary, certified by a notary public, and there is none here, I beg of you that, as the sole Judge in the town where the deal is to be made, you be kind enough to give me a document that, in some way legalizes the sale and purchase, would prove it to have been executed in good faith. Therefore, I pray you to grant my petition as being within justice, etc.--The Court please excuse the use of common paper, as there is none (at hand) with the proper seal.--Port of San Diego, October 2, 1839.--Constitutional Court of San Diego, October 3, 1839.--Let this deed be executed as nearly as possible in legal form and as most agreeable to the parties concerned, and I will affix my signature to it with those of the witnesses whom the interested parties find most acceptable.--Be it known that I, Robert H. Dane, being of legal age and a resident of this port, and being about to leave for Lima (and the Commander of the Merchant Marine); acting as agent for Don Santiago McKinley, as stated in the power of attorney herewith enclosed, dated October 26 of this current year, hereby agree to sell and do give in sale the brig-schooner named "El Ayacucho," otherwise known as "La Nueva Estrella," tonnage 97 tons, which is the property of my principal, to Don José Francisco Snook; said schooner having been owned by Don Manuel Cordova, as stated in the legal

deed I have with me; that I am selling it to said José Francisco Snook for the sum of three thousand pesos, to be owned by him, his heirs and their successors, present and future, with all the masts and other appurtenances listed in the inventory which we have carried; that the amount mentioned above is equal to that which I have received from the said Snook in cash, to my satisfaction, and because I cannot be present to receive it, he waives the law of non numerata pecunia, and makes delivery as proof and end of the transaction. Accordingly, I release, quitclaim and relinquish the property rights to, and possession of, said brig-schooner, for myself and also for my heirs and successors; and I grant, release and give it to the purchaser, to possess it as his own, to dispose of it in any way he deems convenient, as his own property, had and acquired by means of this instrument, whereby just and legitimate title is conveyed; and I bind myself to the guarantee and surety of this sale, with all my property had and to be had within the law, and I request the present Court to convey the corresponding title and guarantee. And said schooner "Ayacucho" (otherwise known as "La Nueva Estrella") will be -----* and safe to the purchaser -----* started, should any party attach or contest this title to (said schooner), I will immediately answer and defend it at my own expense, throughout all suits or claims that may be started, until they are ended, and I will leave Don José Francisco Snook in quiet and peaceful possession of said boat; and if I should not do so, I bind myself to pay him for all that the resulting trouble and damage may cost him in excess of the three thousand pesos delivered by him to me as the price of said brig-schooner, without said Snook being charged in any way, so that by this lawful instrument it is guaranteed that the purchaser shall have quiet and peaceful possession
*illegible.

of said schooner without further action; and I declare that this boat has not been sold nor mortgaged, in writing nor orally, to any person, and I therefore authorize the authorities of the Department of California, and any others before whom Don José Francisco Snook or his agents may appear with a copy of this deed, to acknowledge him as the owner of said boat, and to make any statements he may ask for pertaining thereto, giving him legal possession if he should demand it, without my presence being necessary, nor need they summon me, because from this day until then I claim to (legally) present.

And being present at the execution of this instrument, Don José Francisco Snook stated that he accepted it in his favor, according to its terms, and in his name received the said boat as already bought for the amount of three thousand pesos that he has paid to the seller in legal tender, obligating himself to faithfully comply with what is contained in this instrument, as he has nothing to say against it, this contract having been executed of his own free will. And they declared that this boat was worth no more nor less than the amount which has been mentioned, and that, in case it has a different value, whether more or less, they were doing this in good faith, perfect and irrevocable, which under the law amounts to estoppel. -----*

And the parties being present and complying in all things that may be necessary for validating this instrument, so that no other arrangements will be valid nor of good standing in a litigation nor outside of it, they do pledge to this covenant and its fulfillment their property, now owned or to be acquired according to law, and they authorize justices and courts of the Department to execute and enforce any judgment passed under authority of the above provisions, in accordance with which (the parties hereto) waive all the laws, prerogatives

*Illegible.

and rights in their favor (to the contrary) and everything prohibited by the general release.

This instrument is executed at the Port of San Diego of Alta California, on the third day of October, 1839, on common paper for lack of legal paper. And the parties, whom I, the Court, personally know and for whom I certified, in the absence of a notary public, so stated, executed and subscribed, with assisting witnesses, of legal age, to this act, DON ENRIQUE FITCH and DON MARTÍN J. CABELLO. - Signed: ROBERT H. DANE--JOSE FRANCISCO SNOOK.

No. 10 At the Port of San Diego, on the twentieth day of March, 1843, before me, José María Orozco, Alternate Judge of said town and of its jurisdiction, appeared Don Pedro Welde, whom I certify that I know, and stated:

That, of his own free will, he sells to Don Eduardo Stokes, without reserve, the house he recently built, which consists of a sitting-room and a room, foundation for another, a kitchen and an oven, on a lot measuring twenty-seven varas* on its south front; which property he sells for one hundred and twenty silver pesos, legal tender, which he has already received; and to confirm possession thereof, he has delivered said house to its purchaser, who is now entitled to encumber, sell, and dispose of it as he will, as its legal owner; and said Pedro Welde is willing to submit himself to all the authorities, and to that end waives forever any laws (to the contrary) which may favor him waiving the laws of fraud, right or force; and he is willing to submit himself, as in fact he does, to the authorities who may and must know of this matter, so that according to the letter of this deed, he may be compelled and forced to fulfill it, lawfully and strictly, as has already stated. And to his observance of this instrument he again pledges his rights of country, domicile, and residence. Thus he stated before me as Judge, and subscribed with me and my assisting witnesses in this town, in lieu of a notary public. - EDUARDO STOKES - JOSÉ MARÍA OROZCO - Witness

1 - Witness, JOSÉ de JESÚS MORENO.

The same day this was received, appeared Don Eduardo Stokes, asking an addition of seven varas* to the north, and sixteen to the south of said house, as well as the river-falls to the west; which was granted by this Court. I witness it according to law. - Signed: JOSÉ MARÍA OROZCO.

* Mexican, 32.992 inches.

1 Blank space appeared on the original.

RECORDS OF DEEDS .

EXECUTED IN THIS COURT,

beginning January 1, 1835, consisting of
twenty-four pages numbered from one to
twenty-four. - San Diego, January 1st,
1835. - Signed: JUAN MARÍA OSUNA-----

Martin Sanchez Cabello, Collector of the Port of San Diego	2
Osuna, 1st Alcalde of San Diego	2
Guillermo Antonio Rechason (Richardson)	2
Jose' Antonio Melendes	2
Jose' Maria Mier y Teran	3
H. D. Fitch	3
Captain Francisco Ruiz	4
Joaquin Carrillo	4
Juan Bautista Carrillo	4
Francisco Carrillo	4
Julio Carrillo	4
Jose' Bandini	4
Jose' Maria Mier y Teran	4
Juan Maria Osuna	4
Mrs. Maria Ortega	5
Don Daniel Felipe	5
"Sargeant Guadalupe"	5
Juan Bautista Alvarado	5
David Felipe	5
Juan Maria Osuna	5
Martin S. Cabello	5
Silvestre de la Portilla	6
Jose' Maria Covarrubias	6
Pablo de la Portilla	7
Juan M. Osuna	7
Jose Maria Mier y Teran	7

Jesus Moreno	7
Don Silvestre de la Portilla	8
Don Antonio Cot	8
Silvestre de la Portilla	9
Don Antonio Jose Cot	9
Tomas Yorba	9
Don Pablo de la Portilla, Cavalry Captain & Military Commander	9
S. Arguello	10
Jose Maria Mier y Teran	10
Jesus Moreno	10
Maria de la Luz Ruiz	11
Fr. Vicente Oliva	11
Jose Maria Ruiz	11
Francisco Ruiz	12
Juan Osuna	12
Maria de Jesus	12
Don Francisco Bechel	12
Don Jose Antonio Estudillo	12
Don Tomas Ritington (Wrightington)	12
Lorenzo (cashier of Mr. Fitch)	12
Mrs. Rafaela de Serrano	12
Don Juan Maria Marron	12
Rosario Aquilar	12
Francisco Villar	12
Domingo Amaro	12
Jose Antonio Estudillo	14
Pablo de la Portilla, Capt. Squadron of Mazatlan	14
Jose Joaquin Ortega, Admin. of Ex-Mission of San Diego	14
Jose Bandini	14

Jesus Moreno	14
Don Jose Antonio Cot	14
H. Fitch	14
Don Lorenzo Hatnell	14
Don Tomas Retinton (Whrittington)	14
Aniceto Maria Zavaleta	15
Vicente Romero	15
Jose Antonio Estudillo	16
Capt. Don Francisco Ruiz (Ret)	16
Don Luis Antonio Arguello, Governor	16
Francisco Maria Alvarado	16
Jose Francisco Snook	17
Don Roberto H. Dane	17
Don Santiago McKinley	17
Don Enrique Fitch	19
Don Martin J. Cabello	19
Robert H. Dane	19
Jose Fco. Snook	19
Jose Maria Orozco	20
Don Pedro Welde	20
Don Eduardo Stokes	20
Jose de Jesus Moreno	20
Juan M. Osuna	21