

Petition of

A. E. Horton

To

Board of Trustees for  
Rent.

Filed Aug 5<sup>th</sup> 1878

Mark O. Shaffer

clerk

1878

City of San Diego  
In Gold Coin

Dr

Aug 1 Rent of Hall, cor. 6<sup>th</sup> & Gsts @ 20 per  
month for April, May, June, July  
1878 - in U.S. Gold Coin

80

Aug 1<sup>st</sup> Collected rent in Gold coin for  
May 1877

20

June - 1877

20

do do for July 1877

20

" " " " Aug. "

20

" " " " Oct "

20

" " " " Nov "

20

" " " " Dec. "

20

" " " " Jan 1878

20

" " " " Feb

20

" " " " March

20

<sup>1878</sup>  
Aug 1<sup>st</sup> Due in U.S. Gold Coin —  
Recd payment.

~~180~~

This Agreement, made this Second day of January  
in the year of our Lord one thousand eight hundred and Seventy seven,  
BETWEEN A. E. Horton, of the City and County  
of San Diego, State of California, Party of the  
first part, and The City of San Diego

party of the second part; WITNESSETH, that the party of the first part does  
hereby lease and demise unto the party of the second part the rooms in  
the first story of the brick building situated  
on the south part of Lot 8 in Block Seventy  
(70) of Horton's Addition to San Diego; and the  
use and privilege of the yard thereunto  
belonging, in common right with other tenants  
of same premises.

TO HAVE, for the term of Two Years from the First  
day of August A. D. one thousand eight hundred and Seventy six  
the said Lessee yielding and paying therefor the sum of Twenty Dollars  
in U. S. Gold coin, per month. And the  
said City of San Diego, by its Trustees  
now or hereafter legally representing

AND THE SAID LESSEE for heirs, executors, and administrators,  
do hereby covenant and agree with the said party of the first part, his heirs  
and assigns, that the Trustees of the said Lessee will pay the said rent monthly, ~~in~~  
~~advance~~, in equal sums of Twenty Dollars, in gold coin  
as aforesaid, the first of which payments shall be made on the first Monday day of  
September A. D. one thousand eight hundred and Seventy six  
and the remaining payments on the first Monday day of each and every  
month thereafter, during said term; that they will not suffer or permit any  
strip or waste in the premises, that they will not assign this Lease, nor underlet  
the whole or any part of the premises to any person or persons, without the consent,  
in writing, of the said Lessor, his heirs or assigns; that they will quit  
and deliver up the said premises to the said Lessor, his heirs and assigns,  
peaceably and quietly, at the termination of the term aforesaid; that they  
will use and occupy the hereby demised premises for City purposes under  
the authority and direction of the Trustees of said  
City of San Diego

and for no other purpose or purposes whatever; and the said Lessor A. E. Horton,  
his heirs and assigns, with their servants and agents, shall have a right  
to enter upon the hereby demised premises, and without previous notice or demand  
eject and expel the said Lessee.

therefrom, if the said Rent shall be in arrear by or for the space of three days, or if  
any of the covenants aforesaid, on the Lessee part to be performed, shall be broken.

AND THE SAID LESSOR for his heirs, executors, and administrators, does  
hereby covenant and agree with the said Lessee Trustees ~~heirs, executors, and  
administrators~~, that they shall quietly occupy the premises aforesaid, for the  
term aforesaid, without hindrance or molestation from the said Lessor or any person  
claiming or to claim by, through, or under them, or any of them, the said Lessee  
well and truly keeping and performing the covenants and agreements aforesaid, on  
Trustees part to be done and performed.

IN WITNESS WHEREOF, the parties to these presents have hereunto set  
their hands, the day and year first above written.

IN THE PRESENCE OF

J. A. Shepherd

A. E. Horton

J. H. Foye  
President, Board  
of City Trustees  
J. Shattler Clerk  
of Board of City Trustees.