

Newspaper References to the Carizzo Plain 1885 - 1926

Daily Alta California, Volume 39, Number 12982, 29 September 1885

Fourth-Class Postmasters.

Carisa, Frederick R. Noyes

Daily Alta California, Volume 40, Number 13300, 25 January 1886

POST OFFICE GAZETTE.

Weekly Summary of the Postal Changes on the Pacific Coast. Special to the Alta California,

Washington, January 24th.— During the past week the following orders and changes affecting the Pacific Slope have been issued by the Post Office Department:

Route 46412— Carisa to La Panza. Leave Carisa Thursdays at 2 p. m.; arrive at La Panza by 8 p. m.; leave La Panza Thursdays at 6 a.m.; arrive at Carisa by 12 m.

Daily Alta California, Volume 40, Number 13429, 3 June 1886

THE CARISA VALLEY.

The San Miguel Messenger says: Hon. Jesse D. Carr, of Salinas City, returned Thursday from a tour of observation to the Carisa plains, in the southeastern part of this county. He has acquired a title to some 6,000 acres of land in that valley the past Winter, and went down to look at his possessions. From him we obtained the following general items with regard to the extent and character of that country: The Carisa Valley is about fifty miles long and an average of seven miles wide; there is no outlet to the valley, but there are three small lakes of salt water. There is very little alkali in the soil, and for the most part the country is covered with a rank growth of filiree, wild rye and bunch grass. It is about fifty-five miles from this place to the entrance of the valley, which extends in a southeasterly direction. Mr. Carr, who is a man of large experience and observation, and ought to be a good judge of soil, thinks it will develop into a fine grain region. The best part of the valley is owned by Dr. and James McDonald, of San Francisco, who are doubtless holding it for speculation.

Morning Tribune & Daily Republic April 1888

Reported Lynching: A Spaniard came in from the Carissa Plains on last evening, and states that it was reported to him that a man by the name of James A Gilliam, a resident of San Jose Valley, was found suspended from a tree at the upper end of the Plains last Tuesday morning. Nothing is known as to the cause of the supposed lynching. The full particulars will probably be received tomorrow.

Los Angeles Herald, Volume 30, Number 60, 3 June 1888

C. R. Bromley was dragged to death on Carissa plains by a wild broncho.

Pacific Rural Press, Volume 35, Number 26, 30 June 1888

Cuyama Valley and Carissa Plains.

Editors Press :—The Cuyama and Carissa plains are settling up very fast. It is not quite a year since the first; settler on Government land erected his cabin there, and to-day one can count more than 20 from Mr. Stubblefield's house.

The Cuyama valley is situated in the northeastern corner of Santa Barbara county, the Cuyama river being partly the divide between Santa Barbara and San Louis Obispo counties. The soil is very rich and seems to be very well adapted for growing wheat. This should, in our opinion, be sown very early—about in November—so as to allow it to take root sufficiently before the winter sets in. It is pretty cold in winter, which, at an elevation of nearly 2000 feet, is not to be wondered at.

There is an abundance of artesian water and good springs, although the latter are, I am sorrow to say, nearly all taken in by landgrabbers. In some spots we observed much alkali, especially where the land was much drenched with water. In these places alfalfa grows to perfection without irrigation. Carr & Haggin have a large area in alfalfa, which they cut four times a year for hay.

Peaches and grapes do well, the first being of Placer county flavor. So far, of course, very little has been done in fruit-raising or cultivation, and farming is hardly more than experimental.

In the lower end of the valley wood on the south slopes of the mountains is plenty, mountain oak being prevalent. The upper end, especially the north Bide hills and the Carissa plains, are entirely destitute of trees. If water could be obtained, the Carissa plains would be converted into the best of raisin vineyards. The soil consists of the reddish sediment which we found in the Redlands, near Los Angeles, and in Sonoma. We believe that artesian water will be found at a depth of 150 to 200 feet, as this plateau lies that much higher than the Cuyama and Bakersfield plains, both of which seem to get the water of the mountain ranges inclosing the Carissa. Well-water has been obtained, though further north in the valley, at a depth of 25 to 30 feet (solid adobe) in various places.

It would now, of course, be unprofitable to attempt grain-growing here on a large scale, the markets being too far distant and hard to reach —to Bakersfield, on a good road, 75 miles; to San Louis Obispo, and to Santa Maria, over a very bad one, 65 miles in the bed of the Santa Maria river. But it is only a question of time when we will hear the whistle of the engine in the Carissa and Cuyama; meanwhile the settler will have to try to raise cattle on his 160 acres, and whether this can possibly be done at a profit without water and large means we don't dare to decide.

J. G. H. Santa Barbara, June 16, 1888,

San Francisco Call, Volume 67, Number 162, 1 May 1890

New Coal Fields

San Luis Obispo, April 30.— Ballagh brothers are in town from Carisa with specimens of coal, weighing five pounds each, of the highest grade. They have located large mining claim.

San Francisco Call, Volume 70, Number 83, 22 August 1891

Supreme Court Session.

The State Supreme Court adjourned at the close of yesterday's session to meet in Los Angeles on October 12th. The last case argued was the ancient contest of

George Schultz against Georee McLean for the possession of land now worth \$250,000 and located in Carisa Valley, San Luis Obispo County. For the year ending June 1, 1891, 802 cases were filed and 844 cases decided. There were 871 cases pending on July 1st, of which 257 are under submission.

SUPREME COURT DECISIONS.

[Filed January 14,1891]
Appeal from Superior Court of San Luis
Obispo County—V. A. Gregg, Judge.
For appellant. W. H. Spencer.
For respondent, W. B. Dillard
DEPARTMENT TWO.

C. J. BRUMLEY, ET AL., execu-
tors, etc. Respondents,
vs.
ROBERT FLINT, Appellant.

No. 13,665.

In December, 1887, one Chester R. Brumley leased from the owner 16,320 acres of grazing land for the year 1888. Between January 1 and February 7, 1888, the defendant's cattle wrongfully entered upon a portion of this land, and ate up, trod down and destroyed the grass and feed growing thereon. In May, 1888, the said Brumley died, and thereafter the plaintiffs were duly appointed and qualified as executors of his will. The plaintiff's, as such executors, brought this action to recover damages for the alleged trespasses of defendant's cattle in the sum of \$1,000. The case was tried before the court, without a jury, and by the Judgment, the plaintiffs were awarded the sum of \$325 and costs of suit. From this judgment and an order denying a new trial the defendant appeals.

1. At the trial C. J. Brumley was called as a witness for plaintiffs, and, after stating that, he was the son of Chester R. Brumley and one of the plaintiffs, proceeded to testify as follows:

"I know the land described in the complaint, and have known it for the past fifteen years; it is grazing land. I know defendant's cattle; they are branded with a star. I saw defendant's cattle on the land described in the complaint many times during January and February, 1888—eight, nine, eleven or twelve hundred of them—and they were trespassing on the land. There were many fresh rain waterpools on the land, and the cattle ranged there. The ground was wet during these months, there having been a heavy snowstorm and much rain, and the cattle injured and damaged the pasture greatly by treading it down and eating it. For the past five years I have been in the cattle business near this land."

The witness was then asked by plaintiff's' counsel to state what amount of damage, in his estimation, was done by the cattle during the time they were trespassing upon the land. The defendant objected to the question "upon the ground that the same was incompetent, irrelevant and immaterial, as asking for a conclusion which the court was to arrive at from the facts given in testimony; and further as not the proper way to prove damages." The court overruled the objection, and the defendant reserved an exception. The witness then answered:

"The damage from eating up, treading down and destroying the grass on the land by defendant's cattle during the time you mention would, in my estimation, amount to \$700 or \$800."

It is now urged for appellant that the ruling above-mentioned was erroneous, because the witness had not been "shown to possess the requisite knowledge of the value of the property claimed to have been injured by defendant's cattle;" and in support of this position, Reed vs. Drais, 67 Cal. 491, is cited.

It is not claimed that the answer to the question, If given by a competent witness, would have been incompetent, irrelevant or immaterial, and upon that question we are not called upon to express an opinion. It will lie observed here that the objection was not that the witness was incompetent, for want of sufficient knowledge, to testify as to the damages, but only that it was not the *proper way* to prove damages.

The general rule is, that "a party objecting to the admission of evidence must specify the ground of his objection when the evidence is offered, and will be considered as having waived all objections not so specified." (People vs. Manning, 48 Cal. 338.)

It is true that a general objection is sufficient, if the evidence objected to is absolutely inadmissible for any purpose. (Nightingale vs. Scannell, 18 Cal. 315.) But otherwise, to entitle the objection to notice, -"the party should have laid his finger on the point at the time." (Martin vs. Travers, 12 Cal. 243; Cochran vs. O'Keefe, 34 Cal. 558.)

Conceding therefore, without deciding, that the witness was not shown to possess the requisite knowledge to enable him to testify as to the damages, still we do not think the point made can be considered here, for the reason that that objection to the question was not taken.

In Reed vs. Drais. *supra*, there is nothing in conflict with what has been said. In that case, is shown by the record, a witness was asked to give the value of certain land, and the testimony was objected to and excluded by the court, "on the ground that the witness had not shown himself competent to testify on that point." In affirming the judgment the court, among other things, said: "There is no doubt that a witness acquainted with the value of property may give an opinion as to such value, but he must first be shown to possess the requisite knowledge, and then, although such knowledge is not the result of any peculiar skill in a particular pursuit or branch of business, or department of science, he may yet be heard. Where, however, the knowledge is wanting the opinion should be rejected. We think, therefore, the court did not err in refusing to admit the testimony."

2. It is claimed that the evidence was insufficient to justify the decision of the court that plaintiffs were damaged in the sum of \$325 by reason of the trespass. But the evidence was conflicting as to the number of cattle that committed the trespasses, and as to the damage done by them. On the part of the plaintiffs the evidence tended to show that they were entitled to a larger sum than was awarded to them. The fact that the deceased Brumley paid as rent for all the leased premises only \$1,000, and, some time after the trespass, subleased them for \$1,500, is not controlling. We cannot say, therefore, that the judgment should be reversed or modified because the damages allowed were excessive.

We think the judgment and order should be affirmed, and be advise. BELCHER, C.

We concur:

VANCLIEF, C.

HAYNE, C.

THE COURT.

For the reasons given in the foregoing opinion the judgment and order are affirmed.

Pacific Rural Press, Volume 45, Number 16, 22 April 1893

He Lassoed a Grizzly Bear.

Saturday last George Kenison, who is in the employ of the cattle department of the Kern County Land Company, was riding in the Coast Range mountains, near Carissa, looking after stock, when he came upon a grizzly bear. When first seen the bear was sitting on its haunches. Kenison made for the animal and got it started down the gulch. He kept behind it until it came out on the Carissa plains; then he raced quickly up to it, fired a shot from his pistol into its back, and while passing threw his lasso over its neck and then straightened out the rope. The horse was greatly frightened and took good care to keep the rope taut, but it was a long-distance fight, as there was about 60 feet of rope between the bear and the horse.

Kenison, however, kept his horse under perfect control. When the bear would clutch his riata he maneuvered with his horse so as to break the bear's hold. He circled around and around with good horsemanship and perfect coolness, all the time keeping the rope tight around the bear's neck, and he actually choked the grizzly to death. J. E. Hunter, who handles the herds for the cattle department, saw the struggle from a distance and put his horse to its speed in order to give any help in his power, but before he could reach the scene of combat the bear lay dead and Kenison had conquered it single-handed. The grizzly weighs 900 pounds. Kenison is a small man of slight frame, and does not weigh over 130 pounds, but he bears the reputation of not knowing what fear is. His horse only weighs about 900. It was Kenison's nerve, coolness and superb horsemanship that enabled him to perform the feat of lassoing and killing a grizzly single-handed.

San Francisco Call, Volume 75, Number 157, 6 May 1894

DICK IN A CELL.

Indicted for Felony by a Grand Jury.

ACCUSED OF EMBEZZLEMENT

Bonds Are Fixed at a Hundred Thousand.

OTHER INDICTMENTS TO FOLLOW

Charged With the Taking of Twenty Thousand Dollars From the Pacific Bank

Dick McDonald lies in a cell in the County Jail indicted by the Grand Jury for a felony and with bonds fixed by Judge Hebbard at \$100,000.

The indictment was returned at 2 o'clock yesterday afternoon. The indictment declares that R. H. McDonald Jr. on the 23d of June, 1893, while vice-president of the Pacific Bank and controlling the moneys at that bank by virtue of the trust reposed in his office, did, "contrary to said trust and not in due and lawful execution of said trust, willfully, fraudulently and feloniously, convert, embezzle and appropriate to his own use and cause to be appropriated the sum of \$20,000 belonging to said bank with the purpose to defraud the same."

Sidney M. Smith handed the indictment to Judge Hebbard, who read the paper and handing it to the clerk of the court said:

"The person is not at present in custody, and it seems advisable, therefore, that the Identity of the accused should not now be made public. Let a bench warrant be issued for his arrest and let his bonds be fixed at \$100,000."

The magnitude of the sureties asked told those present who the accused must be. In the morning Attorney-General Hart, John F. Sheehan, receiver of the People's Home Savings Bank, John E. Farnum, manager of the Pacific Bank, Secretary Minor and Bank Commissioner Knight were summoned before the Grand Jury.

The impression prevailed that the indictment was returned by the Grand Jury on account of the transaction in the Swanberg securities. This was incorrect. McDonald was charged with a felony on a matter entirely foreign to the People's Home Savings Bank. He was accused of embezzling funds from the Pacific Bank, and it was the testimony of Attorney-General Hart and John E. Farnum, manager of the Pacific Bank, which led to his indictment.

John F. Sheehan was questioned with reference to the Swanberg securities. It is not unlikely that another bill of indictment may be found against McDonald on account of that transaction, as the receiver of the People's Home Savings Bank and his attorney, J. A. Watt, state their intention to secure, if possible, the indictment of all those who were directly concerned in delivering up the securities held by the People's Home Savings Bank to C. O. Swanberg.

Dick McDonald was arrested shortly after 4 o'clock at his residence on Seventeenth street He expressed a perfect willingness to accompany the police officers. They first went to the City Hall, and from there proceeded to the County Jail.

The first caller was A. L. Jenkins, a friend of McDonald's and a director of the bank. A few other friends and S. M. Shortridge, his attorney, called in the evening.

Dick McDonald took his arrest quite philosophically. "I have not yet learned with what I have been charged," he said in an interview. When the report of the Grand Jury was read he looked thoughtful for a moment and said: "I did not take \$20,000. I could not have taken the money on the day charged, for that was the day following the closing of the Pacific Bank, when the Bank Commissioners were in charge, if I remember rightly. I am quite certain the bank closed on the 22d of June, and this paper charges me with a felony— the embezzlement of bank funds on the 23d of June. I do not understand it."

When asked if any money had been taken from the bank Dick McDonald rather reluctantly admitted that his brother Frank had started East with a sum of money. This he declared was less than \$20,000, about 514,000 he thought. He disclaimed having anything to do with the taking of this money.

When asked what steps he would take to secure his release, McDonald stated that he had not yet seen his attorneys, and could not say. He thought he would be able to furnish sureties in the amount asked, and that his uncle, Captain Jim, might not be unwilling to go on his bond. "I suppose Delmas and Shortridge will act as my attorneys," he added, "though I have not seen them as yet."

Dick did not seem to take his arrest very sorrowfully. He was not particularly nervous, and betrayed scarcely any change of demeanor, except once, when the name of Sherman was casually mentioned. Then his eyes flashed.

"Sherman's turn will come yet," said he. "Just wait. If -- "

Then he stopped and changed the subject of conversation.

He denied that he had done any wrong, and seemed quite hopeful that he would soon be released, and that the action of the Grand Jury would be nullified by the courts.

There was a hurrying around for bondsmen last evening. Charles R. Montgomery called in attorneys Shortridge and Delmas to discuss the situation.

At 11 o'clock Mr. Shortridge said: "It is so late that I am afraid we shall not be able to obtain sureties to-night. Mr. McDonald has many friends, but several whom we sought were not at home. It is almost impossible to do anything on a Saturday night, and it seems quite strange that Saturday should have been selected by the Grand Jury to hand in its bill to, Judge Hebbard.

"The bail is excessive. When Flood was charged with taking \$164,000 from the bank in which he was employed his bail was fixed at \$40,000. I have not learned yet of the amount which Mr. McDonald is accused of taking."

When told that it was \$20,000. Mr. Shortridge said: "Then the bond is doubly excessive. A man might commit several murders and his bond would not equal that. This looks like persecution." The reason that McDonald's bond was made so heavy is said to be this: The Grand Jury desires to continue its investigation. It will bring other charges against McDonald, as well as others connected with the bank, and desires to hold Dick until it can complete its work. It had been reported that McDonald had fled or was about to flee from the city, but his friends assert that he would remain here under any circumstances.

Attorney-General Hart, when seen at 6 o'clock last evening, had not heard of the indictment or arrest.

"McDonald must have been indicted," said he, "for the money which he took out of the Pacific Bank to spend on his magazine. While an officer in that bank he took out \$51,000 as a loan to the California Magazine."

A committee of seven, representing the depositors of the People's Home Savings Bank and consisting of H. W. Hutton, E. F. Kendall, Thomas Mahoney, T. McCarthy, A. B. Frace, W. Harris and H. D. Pike, called on Receiver Sheehan yesterday morning requesting that they be permitted to examine the books in order to report to the depositors at a subsequent meeting. They were assured by the receiver that every courtesy would be extended them and were invited to select one of their number to join with him in making an inventory Monday morning. This offer was accepted.

The committee then had a long conference with Attorney-General Hart, in which they asked for an explanation of the discrepancies between the report on the People's Home Savings Bank just issued and that made by the Attorney-General in January. Attorney-General Hart entered into a long explanation of the causes which led to the disagreeing vouchers. He stated that the Commissioners had omitted \$70,632 of accrued interest, which he had figured as an asset on the ground that if the loans were good the interest must be good. His estimate of the value of the safe deposit department of the bank was made on a 7 per cent return and exceeded the valuation which the Commissioners had made by \$8000. The Los Angeles and the Phoenix street railway bonds were discussed and the Attorney-General expressed the opinion that while the bank ought to go into liquidation, yet in the hands of a good receiver and with expenses limited to \$1500 a month it should in two years be enabled to pay the last dollar of its indebtedness. He declared that the assets should not be appraised at their present cash value on forced sale, but at what they might reasonably be expected to bring within two years.

There was some discussion over the tract of 16,000 acres in San Luis Obispo County upon which Dr. R. H. McDonald had secured a loan of \$147,000. The Attorney General had valued this property at about \$10 an acre. When questioned he did not seem quite clear as to its location, thinking that it lay not very distant from the coast.

The land really lies in the **Carriso** plains, adjacent to Kern County, and separated from other sections of San Luis Obispo County by rugged mountain ranges. It is located in' an arid region remote from rail communication, and it is believed that the present value of the land has been greatly overestimated. If the **Carriso** plains were irrigated and had rail communication the value of the land would be greatly enhanced. This is one of the assets of the bank which at forced sale would prove very disappointing.

Attorney Watt stated that a letter had been found in the vault from Delmas and Shortridge advising the directors to dispose of the Swanberg securities as was done. D. M. Delmas explained that this letter did not refer to the meeting last Tuesday evening, upon which the securities were given to Swanberg, and showed a letter copy which proved that the letter had been sent on April 28, with reference to a resolution passed April 10, in which the directors were told that they had a legal right to exchange one set of securities for another if they were deemed of equal value, but In this letter Delmas and Shortridge refused to advise as to the' business judgment of making such an exchange.

It was said at the People's Home Savings Bank yesterday that the rough minutes showed that Directors McDonald, Montgomery and Keeney and Secretary Graves and Attorney Phillips were

present at the final meeting when the Swanberg securities were restored. Director Keeney denies this, declaring that he was not present and can prove his absence.

C. O. Swanberg has made a sworn statement before William S. Wegener, a notary public, in which he sets forth the identical statement published in THE CALL of May 4 touching the transfers of his securities. He asserts that there were present at the meeting of the board of directors on the evening of May 1, Dr. E. R. Taylor and E. P. Morey, his attorneys; Charles R. Montgomery, Hiram T. Graves, A. L. Jenkins and R. H. McDonald, directors; L. E. Phillips, associate counsel of the bank, and H. I. Willey. Dick McDonald presided. He stated that Swanberg was justly entitled to the securities, but that he had delayed giving them to him from motives of policy. Director Charles R. Montgomery moved the adoption of a preamble and resolutions which had been prepared by Swanberg's counsel. They were seconded by Director Jenkins and adopted. The resolutions directed the secretary, Hiram T. Graves, to return the note of H. W. Westphal for \$40,000 indorsed by Swanberg and securities to Swanberg, and Graves did so return the securities and note in a sealed envelope in the presence of the directors.

Swanberg also swears that the resolutions had been prepared by his attorney, with the sanction of Delmas and Shortridge, attorneys and counsel for the bank any money or bribe to any one connected with the bank to influence the return of the securities.

The following note and memorandum have an interesting bearing upon the history of the Swanberg securities :

San Francisco, Sept. 28, 1893.

To H. W. Westphal Esq., San Francisco, Cal.— Dear Sir: I beg to Inform you that at a meeting of the board of directors, held on the 27th day of September, 1893, the following preamble and resolution were passed by said board:

WHEREAS, It appears that an agreement was made in regard to the H. W. Westphal note of \$40,000 and securities, dated March 27, 1893, to the effect that letters of credit on Europe, in favor of C. O. Swanberg, should be given by the Pacific Bank in connection of said note and securities, but that If no money could be raised on said letters of credit then all securities should be returned to H. W. Westphal and the letters of credit referred to be substituted in their place; now therefore be it

Resolved, That this bank agrees to make some arrangement in this matter after the expiration of six months from date, either by returning to H. W. Westphal the collateral stock or by having some other understanding satisfactory to Mr. Westphal and to this bank. Yours truly,

Chris Beller mann, Secretary.

This memorandum of agreement, witnesseth: That the note of 40,000. signed by H. W. Westphal, and given to the People's Home Savings Bank about March 28, 1893, secured by pledges of certain shares of stock, was given and accepted upon these terms:

The People's Home Savings Bank desires to reduce its indebtedness from the Pacific Bank; the Pacific Bank at the same time desired to raise money upon its European credit, it was therefore agreed that this note should be given; that a check of the People's Home Savings Bank should be drawn for the like amount upon Pacific Bank, that the Pacific Bank should then give to said Westphal, or order, letters of credit upon Europe for \$40,000.

That if the money could not be raised upon said letters of credit on Europe, that all of the parties were to be restored to their original status and the whole transaction canceled.

Columbus Waterhouse,
R.H. McDonald Jr.,
C. O. Swanberg.

Mr. Swanberg stated yesterday that it was his intention to start for Sweden tomorrow. "I have business interests which call me there," said he. "I desire to give a public notice of my intention to depart so that no one will misconstrue my motive and think that I am running away."

Charles R. Montgomery, a, director of the People's Home Savings Bank, made the following statement last evening:

"I desire to make a fair statement of facts in reference to the People's Home Savings Bank for the benefit of the depositors in particular and the public in general. I fully grant that it takes considerable nerve to do so in the face of all that has been written and said against the bank, but as I have lived in this city for thirty-two years and have done my share toward building it up and have lived an honorable life in the community, I think I can safely count upon the greatest portion of the depositors and residents of this city giving me credit for truthfulness in what I here state.

"I was called into the bank about three weeks ago and asked if I would not become a director and use my Influence and business ability to get the bank out of its troubles and protect the depositors against the loss of money through the great and unnecessary expense and drafts made on it by attorneys and others, In this work I represented over 200 depositors, who are friends of mine. Many of them . I had in years gone by advised to deposit their savings in the bank.

"When I became a director I stated that my first duty, was toward the bank and its depositors, and after looking over the situation my first work was to dispense with the services of four attorneys who. had drawn out so much of the depositors' money without, in my judgment, giving a just equivalent in services for the same.

"My next step was the dismissal of a number of employees, 'who; performed little or no services and without whom the bank could easily get on.

"During my three weeks in the bank I tried to familiarize myself with the true condition of the bank, with a, view of putting the bank on its feet by getting in fresh capital. Let me here say that after a careful investigation, without fear of public opinion, and in the face of every unjust report which has been circulated, I find the People's Home Savings Bank solvent, and able to pay, with the reforms I have inaugurated, dollar for dollar. I am willing to go into any court and prove to either court or jury this fact.

"I am not a director in the People's Home Savings Bank as a partisan of R. H. McDonald or as his friend. He has never sought to influence my judgment in any way. I have been a bank director for fifteen years, and I think I may say I have been regarded by my associates as beyond reproach in principles of sound business integrity.

"In reference to the Swanberg securities I would say that this matter had been under discussion before I became a director. I personally investigated his claim. The surrender of the Swanberg securities was not made at an unusually late hour. I did not know of the proceedings of the court until the next morning. I know no nothing of the alleged oyster and wine supper reported to have been given by Mr. Swanberg on that evening.

"In conclusion I wish to speak a word for one who is down and who is unjustly blamed and persecuted. I refer to R. H. McDonald Jr. In the three weeks I have been in the bank, and with the full knowledge of almost every transaction in the bank, I here state in the face of every report to the contrary, that I have not found a single dishonest or crooked transaction of which Mr. McDonald could be charged.

"He has stood his ground, refusing to leave the city or State, and manifesting a willingness and desire to meet every charge which could be brought against him. I am not afraid or ashamed to stand by him in this his hour of sorrow. I am not afraid or ashamed to have every act of mine in the People's Home Savings Bank scrutinized and made public. Time will justify Mr. McDonald's course, and also make known who are responsible for the present troubles in the bank."

Mr. Montgomery was especially severe upon Attorney Frank M. Stone. It was he who moved for the dismissal of Stone as counsel. He regards the fees which Stone collected as grossly excessive, being greater by some thousands, for about three months' work, than the salary which Creed M. Haymond annually received as the head of the law department of the Southern Pacific Company. The following letter was sent to the Grand Jury yesterday afternoon:

San Francisco, May 5, 1894.

Hon. Sidney A. Smith, Foreman Grand Jury— Dear Sir: It having been brought to our notice that the propriety of certain of our acts as directors of the People's Home Savings Bank have been questioned before your honorable body, we hereby formally and earnestly request that you permit us to appear before you at your earliest convenience, confident that we can exonerate ourselves from any wrong, or any attempt at wrong, in connection with the "Swanberg" or any other matter. Concerning the Swanberg transfer it is proper that you should know that Dr. E. R. Taylor, Mr. Swanberg's attorney, and Mr. Columbus Waterhouse can furnish you needed information. Very truly yours,

Charles Montgomery,
A. E. Jenkins,
G. Schultz.

San Francisco Call, Volume 78, Number 135, 13 October 1895

END OF THE FAMOUS SCHULTZ-McLEAN SUIT

It Cost the Latter Ten Years of Litigation and Fees.

FOUR APPEALS TAKEN.

The Original Plaintiffs Were Once Millionaire Mining Brokers.

ONE NOW IN PAUPER ALLEY.

The Other Tried to Commit Suicide and Now Tends a Small Cigar-Stand.

Out at the Supreme Court building in this City and down among the archives of the Superior Court of San Luis Obispo are a mass of musty records — complaints, amended complaints, answers, stipulations, orders of the court, decisions and what not in the line of legal documents— all bearing the legend, "Schultz vs. McLean."

They are the accumulations of ten years of litigation. It would take a week of Sundays to read them all, and they would not repay, in human interest, the waste of an hour's time.

Last week, October 9 to be exact, the Supreme Court added another and the very last document to this musty hoard. The case of Schultz versus McLean is ended. The document added by the Supreme Court is purely a technical one, upholding the lower court in revoking its change of venue, and defining the grounds upon which the revocation was valid. The opinion itself has gone to Los Angeles to be filed there, while a copy of it has gone to the printers. On the clerk's book in this City there is only this simple entry : "Schultz v. McLean, judgment and order affirmed— Los Angeles."

A most prosaic announcement this; almost as dry and commonplace as the records themselves, and on their face worth at most a dozen lines in the daily prints. But there is a world of romance behind the musty records and a wealth of human interest in the bare words "Schultz vs. McLean" to those who can read in them the unrecorded history of those ten long years of litigation.

The dry records themselves give no inkling of the fact that those who started the suit were once millionaires and are now very poor men; they give but the barest hint of the lone line of famous lawyers that have at different times appeared in the case. They are silent about the personal enmities the different phases of the case have engendered among some of those well known at the bench and bar of California, and reveal but scant glimpses of the fraud and duplicity that actuated and kept alive, all these years, the case of Schultz vs. McLean.

Three times the courts of San Luis Obispo County have tried and adjudged the cause, and four times the Supreme Court has passed upon its merits. There are seven written decisions of the Superior and Supreme courts in the case, and almost every one of them reverses its immediate predecessor. If an example of the "law's delays" were needed — but none is.

George Schultz and Henry Von Barga were the original plaintiffs, claiming a vast tract of land in the **Carissa** Plains of San Luis Obispo County that is now worth about \$200,000. To-day George Schultz is one of the many impoverished habitues of the stockbrokers' bucket-shops, and can be found almost any sunny day in Pauper Alley. Henry Von Barren keeps a little cigar-stand out on Hayes street.

Once these two men were millionaires and among the leading mining brokers of Montgomery street. They had immense dealings in the Comstock, and a balance in the Nevada Bank almost as great. That was before the suit of Schultz vs. McLean began.

But the causes that led to it were then brewing. They began as early as July of 1878, when Schultz & Von Bargaen, in the course of their large dealings, became pinched for ready cash and were forced to borrow \$10,000 from A. E. Davis. Schultz & Von Bargaen had previously invested some of their spare cash in a big plat of land in San Luis Obispo County. This was the **Carissa** Plains tract — very fertile, but remote from the railroad. Schultz & Von Bargaen bought 12,225 acres at the Government price. They bought it as a speculation, and to make it secure from possible creditors of the future they deeded it to Louis Schultz, a brother of the senior partner of the firm, who held it as a "naked" trustee for the partners.

Along came the stringency of funds and the loan from Mr. Davis. The latter was not in the loan business entirely as a recreation, and demanded interest and security both. The interest was never paid by Schultz & Von Bargaen, but before they obtained the principal they mortgaged the **Carissa** Plains tract to the obdurate moneylender. Mr. Davis, for one consideration or another, turned over his claim on the land to James B. Haggin, who had a ranch adjoining the Schultz & Von Bargaen acres. Mr. Haggin had sheep on his land and had no fence around it. The ovines wandered across an imaginary boundary line and eat their fill of the Schultz & Von Bargaen grass, and therein lay the base for a damage suit by Schultz & Von Bargaen against Haggin, which was never brought, but which has ever since played its part in the decade of litigation involving the acres of **Carissa** Plains.

Well, the years rolled along, as years have a trick of doing. Father Time pointed his bony finger to the month of October, and the year of 1881. Schultz & Von Bargaen were still short of cash. Neither any of the principal nor interest of the \$10,000 loan had been paid. Mr. Haggin had use for some ready cash — or did he want to wipe out the imaginary line which his sheep had crossed?

History has no answer to this question, but it records the fact that Mr. Haggin, in this month and year, brought action in foreclosure against Louis Schultz and Schultz & Von Bargaen for the satisfaction of his claim, which now amounted to nearly \$26,000.

Now then there enters into the drama of all these years Cornelius P. Robinson, who has been from the beginning one of the defendants in the case of Schultz vs. McLean. Mr. Robinson's friends speak of him as a gentleman of Oriental views. He was at that time one of the successful lawyers of San Francisco. He is a son of the late Tod Robinson, one of California's most distinguished attorneys. His brother is Crittendon Robinson, and his wife was a sister of the late John R. Jarboe, and at the time he was a partner of Warren Olney and James K. Byrne, under the firm name of Robinson, Olney & Byrne. Schultz & Von Bargaen did not want the boundary line erased on the map of the **Carissa** Plains, so they hired Robinson, Olney & Byrne to fight the claim of James B. Haggin. But the claim proved valid, and Schultz & Von Bargaen stood in a fair way not only of losing their land, but of losing it to the very man against whom they had action for damages— or thought they had, because those sheep wandered into wrong pastures.

It was better to part with their land to a stranger and thus retain their rights for action against Haggin. They employed C. P. Robinson to find that stranger, and in order that he might be better prepared for this task they deeded to him the title of the **Carissa** acres.

Robinson found the stranger in the person of a Grass Valley mining man, George D. McLean. At first McLean objected to investing in pasture lands. His business was mining, he had been successful at it and meant to stick to it. But Robinson painted these **Carissa** lands with all the glow of his splendid

imagination, to the Grass Valley mining man, and the end of it was that Mr. McLean paid \$26,000 in cash for 12,225 acres of land and a ten years' litigation that has cost him the price of some of the best lawyers in the State.

At first McLean was wary of the title, which was at that time rather a mixed quantity, and to straighten out this matter he employed his old friend from Missouri, Attorney Frank Adams, then an argonaut of San Luis Obispo.; The title was straightened out, the money paid to Haggin and the deed passed from Louis Schultz and George Schultz and Henry Von Barga and Cornelius P. Robinson to George D. McLean. Then the Grass Valley man went back to his mines, the sheep to the greenest hills, the brokers to their Comstock deals, and Mr. Robinson to his large visions of future greatness.

But things began to grow bad for the brokers; in fact, a peck of trouble was soon to come upon all these beings, except the sheep. First came the troubles of the brokers, financial troubles. At the same time there came along the boom in Southern California lands. **Carissa** Plains acres, as prospective sites for large and flourishing metropolitan cities, assumed fabulous values — on paper — and the now-all-but-wrecked mining brokers began to regret their haste in parting with their pasture lands. They coveted those sunny acres and set about to regain possession of them.

There began to be a lot of talk about trust deeds and one thing and another in connection with the sale to McLean. Schultz & Von Barga demanded of McLean a release of the property, offering, of course, not only to pay back the \$26,000 expended by him, but a handsome bonus as well. McLean maintained that he held the lands in fee simple and that he did not care to sell and would certainly not be bulldozed into it — those were his own words at the time. Schultz & Von Barga then offered him \$200,000 to release the deed.

It is probable that had Mr. McLean been gifted enough to lift the curtain that hid the Southern California land collapse of 1889 from 1883, he would have pocketed his indignation and the \$200,000 together and let the land go to the brokers.

The land is worth nearly as much now, but some high-priced lawyers have had fees out of it — notably W. F. Herrin, Judge Gregg, D. M. Delmas, Judge McKinstry, Colonel Osmond and others— for ten long years.

Schultz & Von Barga brought suit to regain possession of the land, claiming that McLean had obtained it by fraud and held it only in trust. Their complaint was filed in 1884 at San Luis Obispo. It was the suit which grew out of this complaint that the Supreme Court settled forever by its decision concerning a technicality filed October 9, 1895. Judge Waymire's name was signed to this first complaint, as attorney for Schultz & Van Barga. Attorney Van Ness was behind him all the while, but this did not appear until the case came to trial.

C. P. Robinson was made a co-defendant with McLean in this suit and the complaint openly charged both these gentlemen with the grossest frauds. It was alleged that Robinson had defrauded one client— the firm of Schultz & Van Barga— in order to enrich the other — George D. McLean.

The case was tried before a jury in San Luis Obispo. When Attorney Van Ness then appeared as chief counsel for the plaintiffs and consequently as the author of those charges of fraud in the complaint there were, to put it mildly, consequences. Robinson and Van Ness were close friends. Van Ness in fact was under obligations to Robinson, it was said, at the time. At any rate Van Ness kept dark until the very last moment and then there was an explosion and almost, if not quite, an altercation when the two lawyers met in the streets of San Luis.

The only witness for the plaintiffs was George Schultz, who swore that before he transferred the deed to McLean Robinson told him that McLean had delivered to him (Robinson), and that it was then in Robinson's safe, a contract in which McLean agreed to hold the land only until a part could be sold for enough to repay his outlay to Haggin and 7 per cent interest. Of course, Robinson never had such an agreement from McLean and the Supreme Court has decided that McLean never even agreed to make one.

But the first jury that tried the case gave a verdict for the plaintiffs and Judge "D. S. Gregory of San Luis Obispo wrote his findings to conform with the verdict of the jury. In this trial Robinson appeared as his own attorney and Attorneys Adams, V. A. Gregg and John T. Humphries appeared for McLean. Van Ness, Waymire, Haggin and Dibble represented Schultz & Von Barga. An appeal was taken and the late Judge J. P. Hoge and John Garber argued the merits of a technical point before the Supreme Court. Upon this technicality the defendant and appellants won and the case was sent back for another trial.

In the second complaint the charges of fraud and conspiracy were intensified and the personal feeling of the attorneys and contestants ran high. The case was tried before Judge James F. Green of Hollister and a jury in 1889 at San Luis. Again the verdict was for the plaintiffs. Schultz swore so well that the jury believed him. Again an appeal was taken, and again the higher court reversed the lower court, but this time the Supreme Court ruled on the merits of the case instead of a technicality and decided that there was absolutely no proof of fraud. Judge McKinstry and Attorney Van Ness argued for the respondents, and Delmas and Osmond for the plaintiffs. Judge Fox wrote the decision of the court the day before he went out of office.

On a technicality the plaintiffs and respondents secured a rehearing of the case before the Supreme Court, but again the court, sitting in bank this time, found for the defendants. Its decision was twofold. That is to say, the decision overruled the judgment and order of the lower court as to the defendant McLean and sent the case back for trial. As to Robinson's appeal, that was taken under advisement.

Meantime Schultz & Von Barga had failed utterly and the case was carried on by the money-lenders for the benefit of their creditors. Von Barga grew despondent and tried to commit suicide. He threw himself into the bay one afternoon, but was pulled out. He took no further interest in the case and had nothing at stake, no matter what the final verdict might have been.

The third time the case was tried in the Superior Court of San Luis Obispo — Judge Williams of Ventura County — seven feet high and 340 pounds big, and as determined and as straightforward and conscientious as he is high and big— tried the case in place of Judge Gregg, who was disqualified by reason of having been one of McLean's attorneys before his election to the bench.

In order to have the case tried without delay the plaintiffs confessed error as regards the appeal of Robinson in the Supreme Court. Then they applied for a change of venue to Santa Barbara County. Judge Gregg heard this motion and was disposed to grant it because of his own disqualification. He did grant it and made the order of transfer. Then Robinson came in and claimed the change of venue illegal, because he had not joined in it and had received no notice of it. On this showing Judge Gregg reversed himself and set the case for trial in that county before the big Ventura Judge.

Plaintiffs then applied for a jury. Judge Williams denied this. He refused them further continuances and the case was heard and submitted to him — that is, so far as McLean was concerned. Robinson and McLean had both demurred to the complaint, but upon the demurrer being overruled Robinson declined to make further answer.

Judge Williams decided the case for McLean, holding that there had been no shadow of fraud in the matter on the part of the defendants and that McLean was the owner in fee simple of the **Carissa** Plains acres.

This time the plaintiffs became the appellants. They went to the Supreme Court on the ground that Judge Gregg having originally granted a change of venue the trial before Judge Williams was invalid. W. F. Herrin was added to the attorneys for McLean in this last proceeding and D. H. "Wettemore and William M. Pierson now appeared for Schultz & Von Bargaen — neither of whom had the slightest interest at this time in the outcome of the case.

It is said that a gentleman named Loupe of this City has been supplying the funds for the plaintiffs for the last five or six years. He has lost a pretty penny, all told, whether that be his name or not, while George D. McLean considers that he has paid a fancy price for those Carissa acres.

The San Francisco Call, December 13, 1895, p. 6

M'DONALD ACQUITTED,

The acquittal of Richard H. McDonald Jr. is in accord with the expectations of all who have given an intelligent study to the circumstances of the remarkable case in which he has had the misfortune to be involved. The verdict of the jury is undoubtedly just, and saves an innocent man from being punished for the guilt of others.

It is beyond question that the wrecking of the Pacific Bank and the People's Home Savings Bank was brought about by the grossest rascality and by deliberate frauds carried to the extent of downright robbery. It is clear from the evidence, however, that Richard McDonald Jr. was not the man on whom the guilty responsibility for these crimes can be placed. He was surrounded by a clique of corrupt men whose wills were stronger than his, and in whose dishonest practices his ruin as well as that of the banks were involved. He is fortunate to have found a jury sufficiently intelligent and clear-sighted to do him justice despite the stigma upon him caused by the evil associates who dominated him in business.

The case should not be allowed to drop at this point. As it is certain the banks were wrecked by frauds, some person or persons must have committed them. The law vindicated by the acquittal of the innocent demands now the punishment of the guilty. The offenses are so great the Grand Jury cannot afford to overlook them. A scrutinizing investigation of the closest character should be made into the matter. The gang of rascals who committed the crimes should be indicted whether they are in the State or not. If they are beyond our borders it is probable they can be brought back if demanded by our justice. At any rate such robbery of the savings of honest people should not be condoned, and since Richard McDonald Jr. is innocent, the next duty is to discover the guilty.

July 1896

McNULTY - On the Carisa Plains, July 18, 1896, Mrs. Wilburt C. McNulty, aged 21 years.

1897

OLIVER - At the Carissa, Dec. 5, 1897, John R. Oliver, a native of Azores Islands, aged 42 years.

Los Angeles Herald, Volume 25, Number 199, 17 April 1898

640. Buena Vista Lake, 640 Carissa Plains, 320 near San Marcos ranch, each \$2.50 acre.

Pacific Rural Press, Volume 64, Number 23, 6 December 1902

SAN LUIS OBISPO. Carissa's Advantage.—The soil of Carissa plain, San Luis "desert," contains, says F. R. Wertmuller, a graduate student in the Agricultural Experiment Station of the University of California, about twenty-eight times as much phosphoric acid—a rare and valuable ingredient of soils—as the average soil of the State.

San Francisco Call, Volume 93, Number 68, 6 February 1903

SAN LUIS OBISPO. Feb. 5.— From all parts of the interior heavy crops are expected. The frosts have been light and the damage small. A heavy fall of snow is reported in Carissa, but stock is not suffering. The prospects for heavy grain and fruit crops have not been equaled for years. Dairymen and stock interests are now assured of a prosperous year.

Engineering and Mining Journal, 4 July 1903, p. 27

Kern County

Several oil prospecting rigs are operating on the Carissa side of the coast range, some miles west of McKittrick.

San Francisco Call, Volume 96, Number 43, 13 July 1904

WILL CONSTRUCT OIL, LINE TO PORT HARFORD

Rockefeller Interests Plan to Lay

Twelve-Inch Pipe From Bakersfield to Pacific.

BAKERSFIELD, July 12. — From a reliable source it is learned that the Standard Oil Company is making arrangements for the laying of a twelve inch pipe line from the midway field to the Pacific at Port Harford, a distance of about 115 miles, across the new Cuyama and Carisa districts, where a large amount of land has been taken up, but practically no actual work done. Surveys for pipelines over this second district have been projected from time to time by an independent company without result, but it is now learned that the Standard has already made contracts for the hauling of supplies for the line, although the matter has been managed so quietly that no knowledge of it became public until a few days ago. Hitherto the Standard Company has done no business whatever in the west side fields of Kern County.

San Francisco Call, Volume 96, Number 126, 4 October 1904

BAKERSFIELD, Oct. 4. — Millions of tons of bicarbonate of soda, 35 per cent pure, has been discovered in Lake Carissa, thirteen miles from Oilg, on the McKittrick branch line, and a San Francisco corporation has made application of the Kern County Board of Trade for a five-acre site here for a refinery. The new industry will employ from 50 to 100 men.

Los Angeles Mining Review, December 10, 1904

SODA DEPOSITS.

The Carissa Chemical Company Preparing for Shipments.

The Californian, of Bakersfield, Kern county, California, says:

"The extent of the soda deposit at the lake at Carissa is greater than is generally conceived. The mineral claims located by the Carissa Chemical Company comprise 2400 acres, and over this entire surface there is a deposit of crystallized soda in depth from six inches to four feet. But this deposit is not to be utilized by the company. On the contrary, the water beneath the surface is to be pumped into the evaporating tanks, and the crystallization from this liquid will be the source of the supply. Beneath the surface, water can be had at from six inches to two feet over the entire area of the old lake bed, and this water is so highly charged with soda as to assure a very heavy precipitation when

placed in the evaporating tanks. The company expects to ship forty-five tons of the unrefined product from McKittrick, Kern county, daily when its plant is in operation.”

San Francisco Call, Volume 100, Number 51, 21 July 1906

FLAMES SWEEPING OVER THE PLAINS OF CARISA

Thousands of Acres of Grazing Land in Rich Country Denuded by Fire.

SPECIAL DISPATCH TO THE CALL. SAN LUIS OBISPO, July 20— Flames are sweeping over the Carisa plains. Yesterday afternoon the flames swept clean 5000 acres in an hour. Great loss of grazing land resulted. , Little grain loss has been sustained

San Francisco Call, Volume 100, Number 70, 9 August 1906

SUSPECTED OF MURDER NEAR THE CARISA RANCH

Portuguese Held in Jail to Explain Death of Man He Says Fell From Veranda.

BAKERSFIELD, Aug. 8.— Because he refused to keep guard over the body of Joseph Diaz, an old man, who is supposed to have been murdered near the Carisa ranch, in San Luis Obispo County, on the night of July 29, Salvador Fuseke, a Portuguese, well known and respected in that section of the State, is in jail and Sheriff Yancey McFadden is coming to Bakersfield to take him to San Luis Obispo under suspicion of being the murderer of the old man.

Fuseke claims that he is innocent. The old man, he says, rolled off the veranda during the night and met death in that manner. He is satisfied of his ability to clear himself with the San Luis Obispo authorities.

San Francisco Call, Volume 101, Number 124, 3 April 1907

At Bakersfield it is reported that the Standard is planning to run its Midway-McKittrick pipe line through to Port Harford, by way of the Carisa and Elkhorn valleys. Should this be done, the westside fields of Kern would have a double outlet, by way of either Port Harford or Point Richmond.

San Francisco Call, Volume 104, Number 134, 12 October 1908

MARRIAGE SECRET KEPT SINCE MARCH

The marriage of Miss Agnes Halliday, secretary of the Carisa chemical company, Front and California streets, and Frank Gordon, superintendent of the engineering department of the Judson Iron works, who were wedded March 17, became public for the first time yesterday. Even the mother of the bridegroom, Mrs. M. E. Cole of 1233 Myrtle street, Oakland, was not aware of the state of affairs until then.

The wedding was the culmination of a romance which started when Miss Halliday went to live with Mrs. Cole in Oakland, following the disaster of April, 1906. The couple managed their own love affairs without help or interference from outsiders and at the opportune time slipped away to Stockton and were married. The ceremony performed, they kept it a secret, their reasons for so doing - being a mystery to their friends.

Both are well known In San Francisco and Oakland and have considerable property across the bay.

"I do not know why the marriage should have been kept a secret," said Mrs. Cole., "I always regarded Miss Halliday as a daughter and am delighted to hear that she is my son's wife."

San Francisco Call, Volume 106, Number 157, 4 November 1909
CARISA MINORITY GIVEN BODY BLOW

CARISA MINORITY GIVEN BODY BLOW

Judge Sturtevant Rules Accused Officers of Corporation Are Blameless

All the turbulence which .disturbed the affairs of the Carisa chemical company, was quieted yesterday by Judge Sturtevant, who denied the petition .of the minority stock holders of the corporation for an injunction to prevent the 'officers and the majority stock holders from conducting the affairs of the concern and selling delinquent stock on which an assessment of 8 cents a share had not been paid. The court issued the order at 10 o'clock yesterday. Promptly at 12 the victorious officers sold 300,000 shares of delinquent stock which had belonged to the recalcitrant minority, and t that minority was practically obliterated, for the stock was purchased by the triumphant majority. The stock of some 400 persons was affected by the transfer, and while the sale was conducted formally and after due notice had been given, those stock holders will learn for the first time when they read this article that they are no longer interested in the prospective operations of the Carisa chemical company, which is to engage in mining the crust of San Luis Obispo county into baking soda and other alkaline products. The decision of Judge Sturtevant recalled the riots which a year ago raged daily in the vicinity of the office of the company in this city. The minority stockholders, led by T. Norman Harvey, and Oakland residents holding 40,000 out of 600,000 shares of stock, accused the officers of the company criminal mismanagement. The officers were: President; E. C. Dudley; general manager , F. M. Meigs; and directors, J. C. Campbell, A. D. Cutler and W. S.Upham. James H. Boyer was their attorney. Norman Harvey through Attorney C. C.Boynton applied for an injunction to restrain the officers from selling stock delinquent on assessment No.29; disposing of any money of the company, or conducting its;- , business. It was charged that the officers had embezzled \$135,000 belonging to the company and had illegally, issued over: 300,000 shares of stock. A temporary restraining order was granted and Judge Sturtevant appointed Attorney Harper to take testimony in the case. Yesterday morning the court sustained the report of the commissioner, declaring that no proof of doing had been given and the accused officers of the corporation.

San Francisco Call, Volume 104, Number 160, 7 November 1908

Warm Row Embroils a Big Firm

<http://cdnc.ucr.edu/cdnc/cgi-bin/cdnc?a=d&cl=search&d=SFC19081107.2.16&srpos=28&e=-----en--20--21--txt-IN-carisa----#>

San Francisco Call, Volume 104, Number 161, 8 November 1908

WAR IN CHEMICAL CAMP POSTPONED

Stock Holders of Carisa
Company Are Induced by Dudley
and Meigs to Defer Action

Manager of Concern Has Been Mixed in Shady
Transactions Before

Two important incidents befell yesterday in the affairs of the Carisa chemical company, in which a war to the death between the minority stock holders and the present managers of the corporation has broken out. One incident was the postponement of a meeting called by the stock holders to consider a report of special auditors, after an attempt to pack the meeting had been made by President E. C. Dudley and Manager F. M. Meigs, against whom the principal fire of criticism is directed. The other incident was the filing of a stock holders' suit demanding an accounting by Dudley, Meigs and their associates who are now in control of the company.

Dudley and Meigs, who are blamed by the stock holders for the present practically insolvent condition of the Carisa chemical company, and against who charges of fraud and mismanagement were made yesterday, have figured before in unsavory ways in connection with similar promotion, deals. They were indicted in the fall of 1906 on Charges of swearing to fraudulent proofs of loss. Dudley was then president of the San Francisco parcel delivery company, property of which was insured in the Firemen's Fund insurance company for \$2,850. After the fire, with Meigs' assistance, he made a claim for the total amount, but it was later alleged that the property had been saved and sold for \$2,250. Neither Dudley nor Meigs was ever brought, to trial, the indictment being quashed in Judge Cook's department of the superior court on the ground that E. P. Farnsworth, one of the members of the grand jury which indicted them, was an insurance adjuster and was prejudiced against them.

Dudley and Meigs were also connected with the Market street securities company, which attempted to gain control of the Market street bank after its failure, Meigs being president of the concern. With them in the securities company also were Arthur H. Crane and Police Commissioner A. D. Cutler, who are both active with them in the Carisa chemical company. Numerous suits are now pending against the Market street securities company, having been brought by depositors of the Market street bank, who 'demand the return of their deposit books on the ground that they were secured by fraud.

WAS TO CONSIDER REPORT

Yesterday's meeting of the stock holders of the Carisa chemical company, called to consider the report of a special auditing committee, appointed a few weeks ago to look into the affairs of the company and report on the alleged fraud and mismanagement which have marked its recent history, was set for 2 o'clock. Dudley and Meigs, however, delayed the calling of the meeting for nearly an hour by ushering the various leaders of the opposition into their private offices for conferences as soon as they appeared at the company's offices in the Marine building at California and Front streets. While the crowd of about 50 stock holders waited impatiently in the general office, the active heads 'of the company argued in an inner room; and it was only the exasperation of the crowd, which finally vented its feelings by stamping and pounding, that caused the meeting

finally to be called. Even, then it was convened in star chamber session, Dudley and Meigs resorting to this, measure in an effort to prevent the proceedings from becoming public.

T. Norman Harvey, an active representative of the stock holders, was made chairman of the meeting and at once the effort of the managers to delay action became apparent through a statement made by Attorney James H. Boyer, counsel for the company. Boyer declared that none of the previous meetings held by the stock holders was legal because proper notice had not been given and that the present meeting could take no action for a like reason. There was no objection to a motion that a regular meeting be held on the evening of November 18, and it was passed, but the report of the auditing committee, which the stock holders had gathered to hear, was not read. A. D. Cutler, a member of the committee, offered to read the report, but it was decided to hold it over for the regular meeting.

Before adjournment was taken, however, Cutler reported that Dudley and Meigs had signified their willingness to compromise by agreeing to allow the minority stock holders to name two members of the five composing the board of directors. He also submitted a stipulation, signed by Dudley, Meigs and the members of the auditing committee, proposing that after an approval of claims against the Carisa chemical company now held by Dudley and by Meigs & Co. a settlement be made by the transfer of the proper amount of stock in the company to Dudley and Meigs & Co. at 75 cents on the dollar. The action of the committee was indorsed by an informal vote, which it was understood should in no way be binding or an admission' that any claims against the company were valid. Chairman Harvey voiced the protest by asserting that the vote taken should not be construed as an admission that the company owed anything.

ASK FOR INJUNCTION

The suit filed in the superior court yesterday morning was brought by T. Norman Harvey, represented by Attorney William A. Nunlist. Meigs, Dudley and the members of the directory board of the concern were named as defendants, and in addition to the accounting demanded an application was made' for an injunction to prevent the defendants from paying Dudley and Meigs & Co. the amounts which, the latter claim are owed to them.

The suit sets forth that under the regime of; Dudley and Meigs the affairs of the corporation have been subjected to woeful mismanagement and the allegation is made that- fraud has played a part in bringing about the present financial tangle. It is asserted that on October 1, 1907, the total liabilities of the corporation were \$1,688.30 and that there was on hand \$10,540.20, but that when the books were examined by the accountant of the auditing committee on August 31 of this year they showed liabilities of \$48,646.59, with nothing in the treasury. This, depletion, it is claimed, has, occurred notwithstanding the fact that there has been, no development made in the plant or property of the company. The liabilities consist chiefly, of claims held by Meigs & Co., a corporation controlled: by F. M. Meigs, and claims held by E. C. Dudley, president of the Carisa chemical company. The suit further avers, that there ; are no ; vouchers or showing how these claims were. created, and that even if they were honestly, created it was without the sanction or authority of the corporation.

Another allegation of the complaint in the stock holders' suit is that the books show an entry of a payment of \$1,080 by J. H. Boyer for legal services, and it is alleged that Boyer never received over \$200. Gross mismanagement, extravagant and unnecessary expenditures and the payment to themselves of large amounts for services which they, did not render the company are the specific charges made against Dudley and Meigs.

The hearing on the restraining order preventing the payment of the Dudley and Meigs claims will be held at 10 o'clock on November, 18.

Los Angeles Herald, Volume 36, Number 221, 10 May 1909

SAN LUIS OBISPO LAKE OFFERS BIG SALT SUPPLY

The lowest part of the Carriso plain, which extends along and within the northeast boundary of Sun Luis Obispo county, is occupied by a lake, known locally as Soda or Salt lake. It is about five miles long and a little over a mile wide at its widest point, and includes an area of nearly 3000 acres. It receives the drainage from the Carriso plain and the adjoining tanks of the bounding ranges through numerous small gulches and canyons whose mouths discharge upon the gravelly slopes of its margin, but it nevertheless remains practically dry except in extraordinarily wet seasons.

The bed of this lake contains a series of saline deposits which are briefly described in a report by Ralph Arnold and H. B. Johnson, issued by the United States geological survey as an advance chapter from bulletin 380 (3SO-L), part I of "Contributions to economic geology, 1908."

According to this report the deposits, whose chief constituent is sodium sulphate, offer an almost unlimited supply "!" the mixed salts, and profitable exploitation will depend almost entirely on transportation facilities which are at present inadequate. The terminus of the Sunset branch of the Southern Pacific railroad lies about thirty-two miles to the southeast, and 1200 feet lower than the lake; the McKittrick branch of the same railroad is only about fifteen miles distant, but the Temblor range, which must be crossed in making the trip, presents a considerable obstacle. If a railroad is constructed, as contemplated, to San Luis Obispo by way of the Carriso plain, the commercial development of the deposits will be greatly assisted.

Bulletin 380-L contains also a list of the survey's publications on the salines, including salt, borax and soda. It is now ready for distribution and may be obtained by applying to the director, United States geological survey, Washington, D. C.

San Francisco Call, Volume 106, Number 73, 12 August 1909

CORPORATION OFFICERS CHARGED WITH FRAUD

Stock Holders Sue Heads of the

Carisa Chemical Company

A suit by stock holders owning 125,000 of the 600,000 shares of the Carisa chemical company was, filed yesterday against the corporation to enjoin the sales, of stock, rendered. 1, delinquent by failure to pay assessment No, 2 of 8 cents a share. Judge Sturtevant granted a temporary restraining order returnable August 20.

It is asserted in the complaint that F. M. Meigs, manager, and E. C. Dudley, president, who control more than half the stock, did not pay actual coin upon the assessment, but instead offset certain indebtedness they say they hold against the corporation. This indebtedness, is asserted, is fraudulent and fictitious.

San Francisco Call, Volume 106, Number 83, 22 August 1909

RESTRAINS SALE OF CARISA STOCK

Charges Against Meigs and

Dudley to Be Investigated by Judge Sturtevant

Minority Owners of the Chemical Company Win

Victory in Court

A victory for the minority stock holders of the, Carisa chemical company, headed by T. Norman Harvey, the lawyer, was won yesterday. Judge Sturtevant enjoining F. M. Meigs and E. C. Dudley from offering for sale at at noon tomorrow the stock the latter claim became delinquent by failure to pay assessment No. 2 of 8 cents per share.

The injunction holds until the trial of the suit, when it will be determined whether or not Harvey and his associates are entitled to a permanent injunction. Judge Sturtevant said he regarded the charges against Meigs and Dudley "that they had escaped payment of both the first and second assessments by setting up fictitious and fraudulent claims against the corporation as very serious, and suggested that the case be tried at an early date

In issuing the injunction Judge Sturtevant ordered the plaintiffs to furnish a bond in the sum of \$1,000 guaranteeing the corporation from damage by reason of the injunction. } The market value of the stock of the corporation has greatly diminished the litigation started. At one time it sold for 75 cents a share, but it is now difficult to find a buyer.

Los Angeles Herald, Volume 37, Number 242, 31 May 1910

TRAFFIC DEMANDS NEW RAILROAD TO TIDE WATER

<http://cdnc.ucr.edu/cdnc/cgi-bin/cdnc?a=d&cl=search&d=LAH19100531.2.68.6&srpos=18&e=---en-20-1--txt-IN-carisa---#>

San Francisco Call, Volume 108, Number 113, 21 September 1910

UNITED OIL COMPANY DECLARES A DIVIDEND

Fifth Payment of 1 Per Cent Due October 10

At the last regular meeting of the board of directors of the United oil company, held a few days ago at the company's office in Los Angeles, the fifth monthly dividend of 1 per cent on the par value of \$1 of the stock was declared payable October 10 to stock holders of record October 1. The United oil company was organized last November. It owns 500 acres in the North Midway field and 500 acres in the Carisa hills. Its five completed wells are producing from 30,000 to 40,000 barrels of oil a month, which is sold to the Standard oil company under contract at 65 cents per barrel.

Los Angeles Herald, Volume 33, Number 44, 14 November 1910

HAWAIIAN OIL COMPANY SPUDS IN. ON CARISSA

Capital from Pacific Island Invested in California Fields.

Work Now Under Way

McKITTRICK, Nov. 13.—The Humahuma Oil company, a Honolulu, Hawaii, corporation, operating on the Carissa plains, spudded in last week. Operations were begun with a 20-inch stovepipe, the biggest hole with few exceptions ever attempted in California,

Frank Payne is the vice president and promoter of the corporation and in immediate charge of the operations, though Superintendent Pollard of the Honolulu Consolidated will look after the company's affairs beginning next week

This company was financed exclusively by Hawaiian capital. Mr. Payne and his associates appreciate they are operating in a country yet unproved, but they have every confidence that a new field of high gravity oil will be opened up. The Humahuma is a \$1,000,000 corporation. Its shares having been sold originally at 50 cents.

Judging from the elaborate manner and the expense incurred in fixing up the camp, the Humahuma expects to open up a valuable tract of land. More than \$20,000 has been expended in camp construction, and according to those who have seen it the camp is one of the most complete in the state. The buildings are all steam heated, equipped with shower and tub baths, electric lights, telephones and other accessories to comfort. Supplies are hauled from McKittrick, a distance of fifteen miles, over a 25 per cent grade, so the cost of laying down material at the camp is at once apparent. Fuel oil, which is purchased from the Dominion Oil company at McKittrick for 60 cents a barrel, costs \$1.50 by the time it reaches the Humahuma camp.

The Associated Oil company is operating in this field about two and a half miles from Humahuma. The Humahuma company is on section 27, while the Associated's camp is on 30. If any oil whatever is found, it should be of a high gravity, judging from the sand outcroppings.

San Francisco Call, Volume 109, Number 161, 10 May 1911

KERN NATURAL GAS SYSTEM EXTENDED

Pipes Are Being Laid to Fellows and Westside Field Is to Be Supplied

[Special Dispatch to The Call]

BAKERSFIELD, May 9.

C. Gifford, an employee of the Hueneme oil company, operating on section 35 in the Carissa plains, is authority for the statement that the company has made a strike of oil which tests better than 45 degrees. The well is said to be a fine one and will prove up a new territory, although there are many companies which have been operating in that district for over a year.

Pacific Rural Press, Volume 84, Number 6, 10 August 1912

Grasshoppers recently attacked the large grain ranch of Mr. Cavanagh near Carissa, Monterey county, and it was feared the crop was a total loss. Most of the damage, however, was done near the edges, where the yield was scarcely three sacks per acre, but on getting further into the field ten

sacks per acre of the finest kind of grain was harvested, and the loss was not so great as at first anticipated.

Pacific Rural Press, Volume 90, Number 1, 3 July 1915

Two hundred head of cattle were recently shipped from the San Juan and Carissa Cattle Company's ranches of Kern county to the San Francisco markets.

Pacific Rural Press, Volume 91, Number 7, 12 February 1916

MISCELLANEOUS NOTES. Ranchers in the Cuyama and Carissa Plans sections of Santa Barbara county are expecting to plant large acreages of fruit as soon as weather conditions will permit.

Annie Louise Morrison, "The Painted Rocks of the Carisa," National Motorist, January 30, 1926, pp. 5-8, 22.

Pioneers of Carisa (page 8)

In the sixties, Charles and Ed Crocker took up land on the Carisa. They named the ranch El Temblor (earthquake), for some mighty upheaval had thrown up a jagged wall of volcanic rock upon the land. Borel and Berete, two Frenchmen, settled at a place and named it French Camp. They were murdered. Jack Gilkey settled the Cammatti (hair rope) ranch. In the seventies Chester Brumley came down from San Francisco and took up land. He also acted as major domo for another large cattle and sheep ranch. In 1876 his wife, a refined, cultured woman, and three lovely young daughters came to be with him. (there is more to this article but the copy was unreadable).