

CLEAR STATEMENT.

The Contract Between Dr. Elliot and His Wife.

Straight Forward Legal Document—The Doctor's Agreement—He Says They Have Been Fully Carried Out—Names of the Witnesses.

Mr. Morrow: I wish for space in your paper to publish an article that the Times printed on the 20th day of June, 1904, headed "Beats the Record." No name is mentioned in this article, but the writer describes what this man has done in such a way that any person reading the paper will say this means Dr. J. S. Elliot of Santa Monica.

This article is replete with defamations and calumnies in words which slander the man concerned. I was sick on that day, and for two weeks very near unto death. To learn that there was a man or paper that would try to deprive me of my good character, at my great age, caused me great grief and sorrow. I have requested the Times to expunge the article with full proof of all the facts, but they refuse, so I come to you for this favor. They set my statement in full and agreed to publish it as written or return it to me. They hesitated their word and have done better.

Dr. J. S. Elliot.

BEATS THE RECORD.

How a Man Beats His Wife Pay Taxes on Her Land.

Santa Monica house of being the possession of the cotton-headed man in Southern California, and as near as can be learned at the present time, she has been held to harvest. The story is best told in the language of a relative of this man, and is, in brief, as follows:

"I am not given to gossiping, but when I find a man without a heart in his bones I can't resist the temptation to talk about him," said the man's wife's relative, regarding himself back and making a fresh slice of "slight beef."

"I have known this man for a number of years, and it was always of the opinion that he was not a great deal of the ordinary dollar, but I never knew that he would resort to a little trick that has made him famous all along the line between Santa Monica and Los Angeles.

"Several years ago he married a well known young lady of Santa Monica, and as he was quite rich he got it into his head that she was mauling him for his money, but it was established that she never had such an idea, for she was the last woman to think of such a thing, but he would not listen to a word from his friends and threatened to break the engagement unless she would consent to his terms. His proposition struck all of us as being rather peculiar, but we advised her to accept, for she needed a home, and we thought she could win him over after marriage. He said he said if she would accept a small tract of land between Los Angeles and Santa Monica, on the line at the southern Pacific, he would marry her at once. In the agreement it was clearly stated that she was not to have a cent of the income from this tract, she was to live on the income and never visit him for any assistance whatever, and at his death all the balance of his fortune was to go to some poor die, and not a cent to her. At that time the land was not belonging to a man, but he agreed to plant it in gum trees, so he believed they would pay her better than anything else. Well, to make a long story short, she accepted the proposition and they were married. The husband kept his word and covered the land he had wanted the wife with gum trees. The trees flourished, but they brought no income, and after a while had to be paid, the poor wife did not know what to do, as she had no means and could not ask her husband for anything. Finally she told him she would allow she would loan from the land if the trees were not paid, and he gladly came to her assistance. We all thought he had returned and would make a hard husband after all, but we were doomed to disappointment, for as soon as the trees began to drop enough to make good wood of, he had stopped in and informed his wife that she must return to him the taxes he had paid for her. She declared that she did not have the money and could not get it. He did not offer to give her further time, as she asked him to do, and the next morning he hired a gang of woodchoppers and put them to work in the center of the gum grove that had been planted for his wife's support. For some days they dashed and cut and stacked up good wood until enough had been piled up to pay the taxes.

"The grove was ruined, but the taxes had to be paid, and the poor woman could not say a word. This may be business, but it hardly seems the square thing, especially when a man's wife is the sufferer."

Marriage Contract.

Witnesses, The undersigned Jacob S. Elliot and Lizzie N. Van Druve, competent intermarriage each with the other and

Witnesses, Each of said parties have property, both real and personal; and Witness, Each party desire, by an agreement before marriage, to fix and fully determine the rights of each to the property of the other, in all property held and now owned by either of said parties, in the State of California, or in any other State, or State of the United States, or wherever the same may be situated; to the end that all questions as to the rights of each to the property of the other, arising from and by reason of their marriage, may be fully settled and finally determined at this time.

Now, therefore, this agreement, made this 25th day of October, A. D. 1903, between Jacob S. Elliot of the County of Los Angeles, State of California, the party of the first, and Lizzie N. Van Druve, of the County of Los Angeles, State of California, the party of the second party; witnesses, that the said parties have agreed, and do hereby mutually agree, each with the other, that they will intermarry; and the said party of the first party, in consideration of the marriage of the party of the second party with him, and in consideration of the covenants and agreements heretofore contained on the part of the said party of the second party, to and with the said party of the first party, agree to convey, and do hereby convey to the said party of the second party, for and during her natural life, the following described real property, to-wit: Lots one (1) and two (2) of the John D. Young tract, the same being a portion of La Ballona Rancho, in the County of Los Angeles, State of California, said lots one (1) and two (2) containing thirty-one and one-half (31 1/2) acres of land as per map of said tract duly recorded in the Recorder's office of Los Angeles county, to which map and the record hereof reference is hereby made for description. The said party of the first party of all claims to said lots, county or other taxes lawfully levied or assessed upon said land.

And the said party of the first party, by the consideration aforesaid, further agree to release, his heirs, executors, administrators and assigns, with the said party of the second party, his heirs, executors, administrators and assigns, never to claim, demand, or assert any right, title or interest whatsoever, as husband or heir of the said party of the second party, either in or to any property, real, personal or mixed, now belonging to the second party of the second party, wherever said property may be situated.

In consideration of the said marriage and the conveyance to and during her natural life of the property heretofore described, and in consideration of the covenants and agreements heretofore contained on the part of the said party of the first party, with the said party of the second party, Jacob S. Elliot, her husband, her heirs, executors, administrators and assigns, agree with the party of the first and second parties, to release, his heirs, executors, administrators and assigns, from all claims, demands or interest whatsoever, in or to any property, real, personal or mixed, now belonging to the second party of the second party, wherever said property may be situated.

The intention of the party of the first party being, and he hereby declares the purpose of this agreement to be, to hold himself, his heirs, executors, administrators and assigns, that all property belonging to the party of the second party, real, personal or mixed of every description, and wherever situated, together with the rents, issues and profits thereof, shall forever be, as against him, the party of the first party, his heirs, executors, administrators and assigns, the separate estate of the said party of the second party, to her and her heirs, executors, administrators and assigns, free from all claims or claims from the party of the first party, his heirs, executors, administrators and assigns, as if the parties hereto had never been married.

And the said party of the second party hereby declares her intention to be, and she does by this agreement bind herself, her heirs, executors, administrators and assigns, that all property now belonging to the party of the first party, real, personal or mixed, of every description and wherever situated together with the rents, issues and profits thereof, excepting the life estate of the party of the second party in the property heretofore described, shall forever be as against her, the party of the second party, her heirs, executors, administrators and assigns, the separate estate of the party of the first party, to him, his heirs, executors, administrators and assigns, free from all claims or claims from the party of the second party, her heirs, executors, administrators and assigns, as if the parties hereto had never been married.

The said parties hereto do hereby mutually agree, each with the other, that he or she will, at any time or times hereafter, upon the reasonable request of the other, his or her heirs, executors, administrators or assigns, make and execute all and every such further or other lawful and reasonable acts, covenants and assurances in law or in equity, as may be necessary and proper for the better and more effectual vesting, confirming and carrying out the intention of the parties as herein declared. That it is so, both of the parties hereto bind themselves, their heirs, executors, administrators and assigns, to execute any and all covenants and assurances in law or equity that may be necessary or proper to give effect to any estate or claim in the property of the other, except the life estate heretofore created to the said party of the second party, by the said party of the first party, which said estate the said party of the second party hereby accepts in full and in full satisfaction of all claims that she may have as wife, widow or heir of the party of the first party, in dower or otherwise, in any property or estate now belonging to the party of the first party, of whatever or wherever in any case may be situated, together with the rents, issues and profits thereof.

And it is hereby mutually agreed and fully understood that this instrument shall be an exception upon the parties hereto, and each of them from claiming any interest or estate, as heir or otherwise, in the property of the other, except as heretofore specifically provided.

It is further agreed and mutually understood that this agreement shall not null, or in any manner affect, the rights of either of the parties hereto in claiming under any will, or deed of conveyance, or any instrument in writing, lawfully executed after this, by either in favor of the other.

In witness whereof, the parties have hereunto set their hands and seals the day and year above mentioned.

Jacob S. Elliot, [Seal.]
Lizzie N. Van Druve, [Seal.]
Signed and sealed in presence of
A. H. Axtell
Eugene Hill.

State of California, County of Los Angeles.—I, O. D. Young, of the County of Los Angeles, do hereby certify that the foregoing is a true and correct copy of the original of the within and last mentioned instrument, as the same appears from the records of said county, recording thereof.

Previously appeared Jacob S. Elliot and Lizzie N. Van Druve, a widow, known to me to be the persons described whose names are subscribed in and who executed the aforesaid instrument. And they severally duly acknowledged to me that they executed the same. In witness whereof I have hereunto set my hand and seal the day and year aforesaid.

A. C. Moore, Notary Public.
Recorded in the registry of deeds, Los Angeles county, book 24 subdivisions, page 28; also recorded in records, book 102, of deeds, page 28, county of Los Angeles, State of California.

CONTRACT FOR MONEY TO SELL WOOD.

This agreement made the 10th day of June, A. D. 1903, between Mrs. Lizzie N. Elliot, wife of Dr. J. S. Elliot, of Santa Monica, Los Angeles county, State of California, party of the first part, and Dr. J. S. Elliot, husband of Lizzie N. Elliot, party of the second part, of the same place and State, witnesses:

That the said first party, her heirs and assigns, do hereby declare that she has and holds a life estate in the land heretofore described, during her natural life. The same land was conveyed by a written contract to Mrs. Lizzie N. Van Druve, dated October the twenty-ninth, A. D. 1900, which contract purports to describe and contain the following description of said land: Lots one (1) and two (2) of the John D. Young tract in La Ballona Township, in the County of Los Angeles, State of California, and recorded in the county records office in said county of Los Angeles, State of California, being 31 1/2 acres of land more or less. And whereas the first party has made a contract to improve said land by setting out eucalyptus trees, the date of said tree contract is the twenty-first day of March, A. D. 1903, and in said contract has agreed to pay a certain amount of money for doing the work, as herein stated; and to carry forward the condition of contract of March 1903, made with C. E. Turner, the said party of the first in consideration of the contrary provides and agreements on the part of the party of the second part, heretofore contained, hereby contracts with the said party of the second part, that said party of the first part will pay to Dr. J. S. Elliot, the party of the second part, all money that it may be paid out by the second party, on any contract, and have the work done in planting trees and care of grounds up to the time when wood is to be cut and sold from said land.

And it is further agreed on the part of

the first part, that the money due or to be obtained from said trees and land, or interest on said land, shall all be applied to the payment of the money and interest that is advanced to the use of being paid, shall be paid interest at the rate of eight per cent per annum, until all is paid, both principal and interest.

It is further agreed by the first party, if the land named or described, if there should be a sale made by mutual agreement with the first and second parties, as both parties have an interest in the above named land.

And it is further agreed by the first party, it is hereby agreed by the party of the first part, that all the money and interest advanced by the second party shall be taken from the share or part of the money that does belong to the party of the first part, and to be paid to the party of the second part, in consideration of the said covenants on the part of the said party of the first part heretofore contained herein, and with the said party of the first part that the said party of the second part, will furnish money in addition to what has been paid, to plant trees and to take care of the ground, as in said contract with C. E. Turner, and from the time that system on May 1, 1900, to the time when the timber in the trees now on is sufficiently grown to cut the wood or other uses if required, and the party of the first part hereby acknowledges the receipt on this contract the sum of four hundred and fifty dollars that has been paid for planting eucalyptus trees and preparing ground and taking care of the same; and the first party also agrees to pay interest at eight per cent per annum, and interest to commence on what is here advanced and paid of this date of this instrument and interest at the above rate named, on all money that is paid subsequently from the time the same is paid out by the second party up to the time that all principal and interest is paid to the second party as above written.

In witness hereof we have set our hands and seals, this day and year above written.

Lizzie N. Elliot,
Dr. J. S. Elliot,
Signed and sealed in the presence of
J. McQuinn, John Murray.

This article bears the record. It shows me what they agreed me of. The marriage contract is legal now. I have done and complied with all the requests.

THE MONEY AND WOOD CONTRACT.

I and my wife mutually agreed to cut all wood that could be sold. This has been done. The amount is \$1000, credited to my wife. There is about \$1000 of wood; only \$100 of debt is unpaid. My wife has not used one cent of her property for her support. She has had of my money \$1000 to use for herself; also a house well supplied, and help for all work, a carriage and horses as her will. I have done everything to make my home pleasant and cheerful.

J. S. Elliot.

FINANCIAL AND COMMERCIAL.

San Francisco Market.

NEW FLOURS, Aug. 11.—The wheat market is strong and trade is fairly active. The demand for shipping grades is good, but holders ask higher prices. Barley is very dull and prices are weak and tending lower. Supplies are heavy. Oats are well supplied. Corn and rye are dull and weak, owing to heavy supplies. Receipts of hay are very large and prices are lower.

The vegetable market is quiet, with heavy receipts and light demand. Green peas and tomatoes are weak and dull. The market is fairly good with receipts and demand about equal. Onions are firm at quotations, and in fair demand. The potato market is overstocked and prices are weak.

Receipts of summer fruits are moderate, but the market is still suffering from the recent over-supply. Canned loaves are slow of sale, and in heavy supply. Grapes are beginning to come in from the coast. Figs are scarce. Peas are lower. Good apples are in fair demand for shipping purposes.

The market for dairy produce shows no change.

Los Angeles Market.

WHEAT—Good demand, \$1.00, \$1.10, \$1.20, \$1.30, \$1.40, \$1.50, \$1.60, \$1.70, \$1.80, \$1.90, \$2.00, \$2.10, \$2.20, \$2.30, \$2.40, \$2.50, \$2.60, \$2.70, \$2.80, \$2.90, \$3.00, \$3.10, \$3.20, \$3.30, \$3.40, \$3.50, \$3.60, \$3.70, \$3.80, \$3.90, \$4.00, \$4.10, \$4.20, \$4.30, \$4.40, \$4.50, \$4.60, \$4.70, \$4.80, \$4.90, \$5.00, \$5.10, \$5.20, \$5.30, \$5.40, \$5.50, \$5.60, \$5.70, \$5.80, \$5.90, \$6.00, \$6.10, \$6.20, \$6.30, \$6.40, \$6.50, \$6.60, \$6.70, \$6.80, \$6.90, \$7.00, \$7.10, \$7.20, \$7.30, \$7.40, \$7.50, \$7.60, \$7.70, \$7.80, \$7.90, \$8.00, \$8.10, \$8.20, \$8.30, \$8.40, \$8.50, \$8.60, \$8.70, \$8.80, \$8.90, \$9.00, \$9.10, \$9.20, \$9.30, \$9.40, \$9.50, \$9.60, \$9.70, \$9.80, \$9.90, \$10.00, \$10.10, \$10.20, \$10.30, \$10.40, \$10.50, \$10.60, \$10.70, \$10.80, \$10.90, \$11.00, \$11.10, \$11.20, \$11.30, \$11.40, \$11.50, \$11.60, \$11.70, \$11.80, \$11.90, \$12.00, \$12.10, \$12.20, \$12.30, \$12.40, \$12.50, \$12.60, \$12.70, \$12.80, 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\$79.50, \$79.60, \$79.70, \$79.80, \$79.90, \$80.00, \$80.10, \$80.20, \$80.30, \$80.40, \$80.50, \$80.60, \$80.70, \$80.80, \$80.90, \$81.00, \$81.10, \$81.20, \$81.30, \$81.40, \$81.50, \$81.60, \$81.70, \$81.80, \$81.90, \$82.00, \$82.10, \$82.20, \$82.30, \$82.40, \$82.50, \$82.60, \$82.70, \$82.80, \$82.90, \$83.00, \$83.10, \$83.20, \$83.30, \$83.40, \$83.50, \$83.60, \$83.70, \$83.80, \$83.90, \$84.00, \$84.10, \$84.20, \$84.30, \$84.40, \$84.50, \$84.60, \$84.70, \$84.80, \$84.90, \$85.00, \$85.10, \$85.20, \$85.30, \$85.40, \$85.50, \$85.60, \$85.70, \$85.80, \$85.90, \$86.00, \$86.10, \$86.20, \$86.30, \$86.40, \$86.50, \$86.60, \$86.70, \$86.80, \$86.90, \$87.00, \$87.10, \$87.20, \$87.30, \$87.40, \$87.50, \$87.60, \$87.70, \$87.80, \$87.90, \$88.00, \$88.10, \$88.20, \$88.30, \$88.40, \$88.50, \$88.60, \$88.70, \$88.80, \$88.90, \$89.00, \$89.10, \$89.20, \$89.30, \$89.40, \$89.50, \$89.60, \$89.70, \$89.80, \$89.90, \$90.00, \$90.10, \$90.20, \$90.30, \$90.40, \$90.50, \$90.60, \$90.70, \$90.80, \$90.90, \$91.00, \$91.10, \$91.20, \$91.30, \$91.40, \$91.50, \$91.60, \$91.70, \$91.80, \$91.90, \$92.00, \$92.10, \$92.20, \$92.30, \$92.40, \$92.50, \$92.60, \$92.70, \$92.80, \$92.90, \$93.00, \$93.10, \$93.20, \$93.30, \$93.40, \$93.50, \$93.60, \$93.70, \$93.80, \$93.90, \$94.00, \$94.10, \$94.20, \$94.30, \$94.40, \$94.50, \$94.60, \$94.70, \$94.80, \$94.90, \$95.00, \$95.10, \$95.20, \$95.30, \$95.40, \$95.50, \$95.60, \$95.70, \$95.80, \$95.90, \$96.00, \$96.10, \$96.20, \$96.30, \$96.40, \$96.50, \$96.60, \$96.70, \$96.80, \$96.90, \$97.00