



"Sharp Practice": Land Speculation in Gilded Age Los Angeles

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"Sharp Practice"

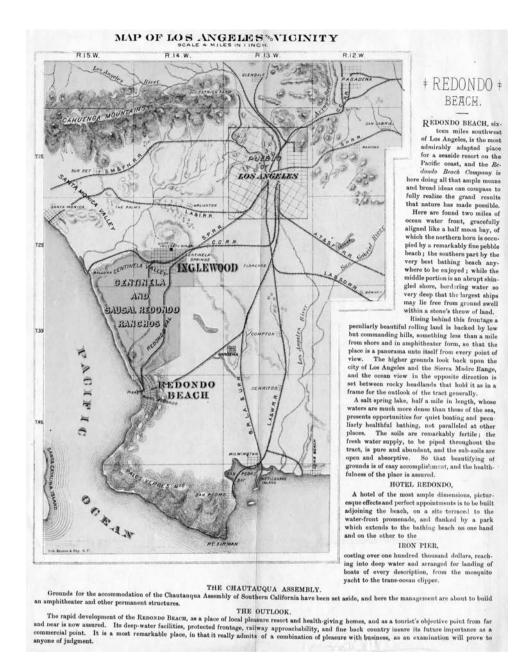
Land Speculation in Gilded Age Los Angeles

ABSTRACT The Centinela Land Company of Daniel Freeman and Francis Pliny Fisk Temple and other prominent Los Angeles businessmen demonstrates the practices and philosophy of land speculation that fueled the city's growth during the Gilded Age. Furthermore, the company's history also demonstrates the close ties between these businessmen and their shared, frequently byzantine, business ethos. The Centinela venture also yields unexpected insights into marital property holding and women's property rights in nineteenth-century Los Angeles. **KEYWORDS:** Los Angeles, land speculation, Gilded Age, ranchos, Daniel Freeman, Catherine Freeman

os Angeles is the quintessence of sprawl, as the stereotype goes. And a quick look at the expropriation of ranchos from their Californio owners, or the deviousness with which Los Angeles municipal officials grabbed the waters of the Owens Valley, suggests that sprawl in Los Angeles has generally been the product of chicanery. Less understood is the extent to which chicanery and dubious morality also drove the speculation in land and fueled the first booms in nineteenth-century Los Angeles. An examination of the history of the Centinela Land Company yields a clear understanding of the financing and promotion of land development in Los Angeles before the 1886–1887 boom that began the city's halting march to a metropolis. The byzantine business practices of Centinela director Daniel Freeman and such other stalwarts of early Los Angeles as Francis Pliny Fisk Temple and Jonathan S. Slauson reveal the inner workings and the shared ethics of the close-knit business community of Gilded Age Los Angeles. Finally, and perhaps surprisingly, a study of the Centinela Land Company illustrates women's property rights in 1870s Los Angeles and how a man, in this case, Freeman, could exploit them.

Together, the ranchos Centinela (the "Aguaje del Centinela") and Sausal Redondo comprised twenty-five thousand acres. They lay along the Pacific Ocean, on the western outskirts of Los Angeles, a city whose movers and shakers at the beginning of the 1870s were pushing their city to what they perceived as greatness manifested in commercial and real estate development.³ The shift from ranching to agriculture exemplified this development and resulted

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Promotional flyer for the development of Redondo Beach with map of ranchos Sausal Redondo and Centinela, late 1880s

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in the conversion of the loosely organized pastoral lands of ranchos to farmlands with well-defined boundaries, organized around the correlative development of towns. Oil production in the Los Angeles area and transportation of silver to Los Angeles from the strikes in the Sierra Nevada also stimulated commercial growth.

Another critical development for the growth of Los Angeles was railroads. The Los Angeles and San Pedro Railroad began operating in 1869 from the port at Wilmington to

Los Angeles. The Southern Pacific acquired the railroad in 1873 and began building lines from Los Angeles to surrounding areas in 1874. These lines boosted local commerce by providing an effective transportation infrastructure for the Los Angeles region. Civic pride also received a boost, for railroads were nineteenth-century markers of development. By 1874, the population of Los Angeles numbered eleven thousand persons, a doubling of the city's inhabitants since 1870. Such growth earned for the early 1870s the title of the first great "boom" in Los Angeles history. This boom, though, meant the end of the predominantly Mexican character of the city. 5

During the boom, the owner of the ranchos Centinela and Sausal Redondo was Sir Robert Burnett, of Scotland, an upper-class Brit who had made his way to California in the 1850s. He owned both ranchos by 1868, often contesting their ownership with the Machados and Avilas, the original Californio owners of what had been Mexican land grants. Burnett's life on the ranchos ended in 1873 when he and his American wife left for Scotland to assume control of his family's estate there. He chose fellow and recent immigrants to California, the Canadians Daniel and Catherine Freeman, to lease the ranchos.

The Freemans and their three children had left Canada for California in February 1873 because Daniel believed that California's temperate climate would remedy Catherine's ill-health. Thirty-six years old when he became a Californian, the industrious Freeman had pursued the occupations of teacher, lawyer, and businessman in his native Ontario. In Los Angeles, Freeman developed a solid reputation as a businessman and civic leader, although his story with the Centinela Land Company is unflattering. The lack of personal records and her early death in 1874 leaves Catherine's personal life an enigma.

Burnett's decision to lease, but not to sell, the ranchos to the Freemans was curious. Also, he did not lease them to Daniel Freeman; instead, Catherine was the lessee. These surprising details of the deal are recorded in the contract governing the lease and an agreement establishing Catherine's option to buy, both dated as April 19, 1873. The lease required Catherine to pay Burnett \$7500 per year for the ranchos, and the option to buy established a sales price of \$150,000. Both Catherine's and Daniel's names were on the notes, and Catherine signed some checks, Daniel others, to pay the lease.⁷

Beginning September 1, 1873, Burnett's lease with the Freemans strongly shaped the failure of the Centinela Land Company that followed. The reasons behind Burnett's decision to lease the ranchos to Catherine, an arrangement her husband most assuredly agreed to, are difficult to determine. Perhaps Burnett intended to return to California, although his responsibility for his family's Scottish estate suggests otherwise. If he wanted to sell the ranchos, then he could have done so, for developers in southern California had been doing that since the late 1860s. In 1868, the Robinson Trust sold the ranchos of Abel Stearns as subdivisions; Stearns participated in the venture. In 1870, out of the Rancho Jurapa and the rancho of Louis Rubidoux, the Southern California Colony Association established what would become the town of Riverside, California. That same year, Lemuel Webber acquired sixty-five hundred acres for the Westminster Colony, also carved from Stearns's ranchos. The first land boom in southern California was in full swing, but Burnett chose not to sell.

The lack of clear legal title to the Sausal Redondo in the form of a government patent may have influenced Burnett's decision only to lease the lands. Burnett gained a patent for the

Centinela in 1872, but the federal government did not approve the patent for its sister rancho until 1875. Burnett received this approval at the end of his running, six-year battle with the Civil War general William S. Rosecrans over land Rosecrans coveted on the Sausal Redondo's eastern boundary. U.S. surveyor general Joseph Stratton ruled in favor of Rosecrans in March 1873, confirming Burnett's possession of only roughly twenty-two thousand acres of the thirty-three thousand acres of Sausal Redondo land he claimed. President Ulysses S. Grant then approved the patent in 1875. 10 The April 19, 1873, date of Burnett's lease to Catherine Freeman suggests that Burnett moved to alienate the ranchos once he secured the ruling on the Sausal's boundaries. Interestingly, other ranchos lacking confirmation of their patents were sold. The aforementioned Westminster Colony was carved from the Rancho Las Bolsas, which did not receive its patent until 1877, for example. II

Burnett's reasons for leasing the ranchos to the Freemans thus remain murky. A look at the failure of Daniel Freeman's principal Canadian business concern, the Port Burwell Harbor Company, of Port Burwell, Ontario, on Lake Erie, may show why the couple agreed to a lease. 12 In October 1871, Freeman committed this shipping and shipbuilding company to a joint stock venture with Detroit businessmen Luther Beecher and Austin Burt to ship iron ore from the Port Burwell area to Detroit for smelting there. By July 1872, Freeman's company was moving iron ore to Detroit and continued doing so into December of that year. Detroit stockbroker Alvin Wilkins advised the venture, on the recommendation of Burt. Wilkins also acted as Freeman's broker in the stock transfers that were part of the venture.13

Statements from both Burt and Freeman agree that Wilkins mismanaged Freeman's finances. In a letter of March 17, 1873, Burt wrote explicitly about Freeman's troubles to a "D. Tisdale," who received stock from Freeman for transfer to Burt. Burt wrote that Freeman's business had fractured because of: "his [Freeman's] unfortunate connection in business matters with A. Wilkins . . . that led him [Freeman] to do anything like abandoning Port Burwell Co." In his closing sentence, Burt, either in reluctance to disclose Freeman's whereabouts or in a confession that he did not know them, hoped that "Mr. Freeman will be heard from fully and soon." Burt's words evidence that Freeman had left for California without resolving his business troubles related to the Port Burwell company.¹⁴

In 1913, for reasons unknown, Freeman drew up a statement that, in a most matter of fact tone, offered his view of the troubled history of the enterprise.¹⁵ Freeman wrote that he left for California in February 1873, and after arriving there, he either sold or surrendered "without consideration" his stock in the venture to Burt, now managing the Port Burwell Company. Why he acted so, Freeman failed to explain; presumably, Freeman was covering his debt to the company. He only wrote tersely that Wilkins' failures as his broker had cost him much money.

Daniel's Port Burwell Company stopped shipping ore in December 1872, and perhaps not coincidentally, the Freemans began gathering cash in January 1873, to finance their February departure. The couple called in the debt owed them on a mortgage that one Benjamin Henry Cooper of Port Burwell had taken out from Catherine on January 14, 1873, on his share in a schooner used in shipping for the Port Burwell Company. The Freemans pressed the matter: the original agreement was made in October 1872, yet Cooper's first payment was not due until August 1873. 16 This suggests an urgency on their part to collect money.

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The Freemans continued to accumulate cash. On the twenty-first of January, they took out a mortgage due in January 1875 for \$3000 on property in Bayham, Ontario (near Port Burwell), from the Canada Life Assurance Company. To Catherine was "barred from her dower," as the legal phrase in the mortgage went, which obligated her voluntarily to forfeit her claims over the part of her husband's estate given to her in dower in Bayham. The records of this transaction also reveal that, after defaulting on the mortgage, the Freemans leveraged more cash from the property by selling it for \$2000 to one Sarah N. Wye.

The timing of these actions suggests that the Freemans were acting to finance their February departure to California. Once there, Daniel Freeman neglected to repay the mortgage from the Canada Life Assurance Company; in 1877 the company sued him in a Los Angeles court for his default on the mortgage. The lawsuit demonstrates that Freeman's Port Burwell Company troubles still prevented him from paying off the mortgage when payment was due in 1875, or that he never intended to satisfy the terms of the mortgage after leaving Canada, or both. Freeman did eventually settle with the Canada Life Assurance Company in 1885 over the default, thereby acknowledging his culpability in this matter. A suspicious reading of the facts could conclude that Catherine and Daniel skipped town for the United States because they could not resolve their debts and had taken out the mortgage to finance this journey, even if Catherine's health also influenced the decision to leave. Once in California, the Freemans' weak finances prevented their outright purchase of the ranchos. ¹⁸

Hence, Freeman could only muster enough money to lease the two ranchos from Burnett, money raised through his and Catherine's cash dealings in January 1873. His assets in California, chiefly the income from the ranchos, would require protection if creditors from Canada came calling, as the Canada Life Assurance Company did in 1877—and a haven for Daniel Freeman existed in the property rights that wife Catherine could exercise in California. Article XI, Section 14, of the California State Constitution of 1849 established that women could hold real and personal property, acquired both before and after marriage, separately from their husbands. Like many states west of the Mississippi River, California stood, at least superficially, as a community property state. Wives enjoyed rights to hold and acquire property independently during marriage; all this was based on long-practiced Mexican civil law in California. These legal positions faltered, though, against legislation passed by the first California legislature in 1850 that emphasized the Anglo-American common law understanding of marital property centered on the husband's rights. This chipped away at the principles of common marital property in community marital law inherited from Mexican jurisprudence.²¹

Yet, bucking its own legislative trend against community marital property, the California State Legislature of 1872 passed the California Civil Code that paradoxically established critical property rights for women. ²² Section 158 allowed either spouse to enter into property transactions with other persons, as if they were unmarried. Section 162 granted wives rights of management over their own property. Section 164 established that all property acquired after marriage became common property, but Section 167 determined that "the property of the community" was not liable to the contracts of the wife that she entered into after marriage. Furthermore, Section 168 stated that a wife's earnings were not liable to her husband's debts. ²³ All these provisions could shield the Freemans' earnings from the

ranchos if Canadian creditors came calling, since the Freemans had shrewdly put the lease in Catherine's name.

Daniel Freeman's legal deftness in using the property rights of his wife to protect his own was possible because, as a lawyer, Freeman would have understood the legal possibilities of a lease in Catherine's name only. Furthermore, as a barrister in the province of Ontario, Daniel Freeman was probably exposed to women's property rights in marriage law there. The Married Women's Property Act of 1859 and 1872 in Ontario protected a wife's property from her husband's debts and forbade the husband from managing or disposing of his wife's property without her permission. ²⁴ This relative independence in property holding for wives in Ontario may have led Daniel Freeman to investigate similar freedoms in California to protect his income from the ranchos. No direct evidence exists that Freeman did this, but the combination of the circumstantial evidence of his legal training and the California code, coupled with his practical experience with Catherine's property rights in Canada, plausibly explains executing the lease in Catherine's name only.

Typical of the uncertainty surrounding the lease, Catherine's role in this matter is hard to determine. Her personal correspondence is non-existent, and she only surfaces in the business records of the Freemans where she had some property interest. The Freemans, especially Daniel, may have used the lease to exploit provisions of the California Civil Code regarding the property of wives, but Daniel Freeman stands in the sources as the main director of the Freemans' businesses, both in Canada and in California. The couple conformed to cultural practices establishing the husband as the commanding partner in the management of marital property.²⁵

Within one year of Catherine's signing the lease, Daniel Freeman took steps to make the ranchos a moneymaking proposition through land sales. This intention first surfaces in Catherine's will of April 10, 1874, almost one year after signing the lease, and a codicil added on August 20, 1874. The will provided for the Freemans' three children to inherit the ranchos, and Daniel had the right to complete the purchases if Catherine died before doing so. All this shielded Daniel from creditors, while ensuring his right to possess the ranchos.

Catherine's codicil bore more directly on Daniel's rights to exploit the ranchos. She expressly bequeathed the agreements made with Burnett to Daniel and excused her husband from probate laws regarding the sale of real property in the form of the ranchos, including the filing of reports or accounts regarding their sales. The latter provision permitted Daniel to move quickly to realize any plans for selling the ranchos, either to forestall creditors or to carry out possible plans for their development. Freeman's only obligation was to see the will probated. That the codicil devoted such attention to Daniel Freeman's rights to manage and sell the ranchos suggests his intention to sell them had solidified by this date. At the very least, Catherine had jealously guarded Daniel's rights to do so.

Two months after the codicil was added, in October 1874, Daniel Freeman contacted William H. Martin, general agent for the California Immigrant Union, about selling the ranchos. ²⁷ A likely partner for Freeman in developing the ranchos, the California Immigrant Union was founded in 1869 in San Francisco, with the goal to settle California with persons from the eastern United States and from Europe. To realize this, such personages as Charles Crocker, Leland Stanford, and John G. Downey had loaned their prestige to the organization. The Union was especially adept at promoting sales through promotional literature on the

virtues of California, although nothing on its vices, and promised support to developers throughout the United States who brought immigrants to settle in California.

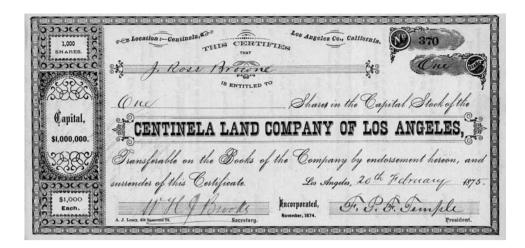
Martin responded to Freeman in a letter dated October 24, 1874, in which he stated his intention to meet with Freeman in Los Angeles regarding his "proposition," for which he showed enthusiasm. Martin promised Freeman that "we can make a success of it," meaning the sale of the ranchos. The meeting would take place after November 9, when Martin had finished his business regarding the sale of the Rancho Lompoc in Santa Barbara County.²⁸

A fruitful meeting must have occurred, for Freeman and leading members of the Los Angeles business community incorporated the Centinela Land Company on November 21, 1874. The articles of incorporation established the sale of stock with one thousand shares at \$1000 per share to reach an operating capital of \$1,000,000 to finance company operations. ²⁹ The certificate of incorporation stated that the company's purpose was to establish a "colony," by purchasing and selling land in Los Angeles County, the land here undoubtedly being that of the Centinela and Sausal Redondo. "Colony" in this sense meant a settlement created by a group united in the purpose of acquiring, developing, and settling tracts of land. Nothing original existed in this approach to developing land. "Colonies" were common in southern California; a contemporary was the Indiana Colony of the Rancho San Pasqual that became Pasadena. ³⁰

The company's officers and board members were figures of consequence in Los Angeles. Daniel Freeman, although holding the ranchos, was only a board member. President Francis Pliny Fisk Temple was related by marriage to the prominent Workman family and with his father-in-law, William Workman, was co-owner of the ill-fated Temple and Workman Bank. Jonathan S. Slauson, president of the Los Angeles County Bank Company, was treasurer. Freeman, though, seems to have handled the company's money, not Slauson. Ozro W. Childs, developer of the city's water system, horticulturist, and banker, was another board member. With interests in the sale of the Rancho Lompoc, the Southerner "General" John Howard (J. H.) Shields received credit as the managing partner, and newspaper advertising for the venture frequently refers to him as the contact person for the company. Freeman would claim that Shields accompanied Martin on his first visit to Freeman.³¹ The two remaining directors were Los Angeles lumberman and freighter John M. Griffith and pharmacist Frederick P. Howard. William H. J. Brooks, partner in a Los Angeles title company, was the organization's secretary.

Company records indicate that Freeman, Brooks, and Temple worked most actively for the venture. There is some participation by Shields, Griffith, and Slauson, but Howard is a ghost in these records. Initial advertising mentioned all the directors' businesses as locations for buying stock subscriptions, but by January 1875 interested parties were referred only to Brooks's office at No. 8 Temple Block. The uneven participation of the directors suggests a board not wholeheartedly committed to the venture, or it may indicate that some directors had only loaned their prestige to the company. Regardless, the result was a poor approach to managing the venture.³²

On November 23, 1874, two days after the company's formation, Daniel Freeman and the company directors crafted an agreement for the company to purchase the ranchos from Freeman. Freeman agreed to take \$275,000 in gold coin and 150 shares of stock at \$275 per share; when making the first payment to Burnett, Freeman would take out a mortgage



Centinela Land Company stock certificate of J. Ross Browne, February 20, 1875. Note that Browne's certificate was issued almost jointly with the failed February auction.

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on the ranchos, and issue a bond conveying the land to the Centinela Land Company. The company owed him a first payment of \$40,000 in gold coin, on January 1, 1875; the next payment (\$55,000 in gold coin) was due on July 1, 1875. The final payments were to come in 1876 and 1877. The company had to postpone the first payment to Freeman to April 1, 1875, because it was not selling enough stock and had also moved the January auction to February. In short, the Centinela Land Company lacked the money to buy the ranchos.³³

Once organized, the company's directors and the California Immigrant Union energetically undertook the steps to realize the sales of the rancho lands. In only one of many actions in December to set the scheme in motion, Freeman hired the well-known surveyor (and developer of Anaheim) George Hansen to mark out 6600 acres of the ranchos for subdivision between December 2, 1874, and January 15, 1875, and to produce a map.³⁴ Hansen's work would pave the way for an auction of rancho land on January 18, 1875.

In December 1874, the company also launched that essential facet of any development in California: newspaper publicity. The *Los Angeles Herald* of December 2, 1874, probably contained the first Centinela Land Company advertisement, which is not surprising, since company president Temple owned the newspaper.³⁵ The *Santa Barbara Index* also began advertising the venture that month. By the first half of 1875, the campaign had reached California newspapers of all types, including those targeted at specific ethnic communities, such as the *Sued Californische Post* (Los Angeles), *California Posten* (San Francisco), and *La Crónic*a (Los Angeles).³⁶ Martin and the California Immigrant Union orchestrated a nation-wide newspaper advertising campaign, as well. Such newspapers as the *Ohio State Journal* ran advertisements for the company.

As part of this national campaign, Martin hired J. Ross Browne, an Irish-American author of travelogues and a resident of the Bay Area, to write an article praising the Centinela venture. Based on his personal tour of the ranchos led by Freeman, Browne analyzed the advantages of settlement in southern California in general, and the ranchos in particular. Browne highlighted the central themes of Centinela Land Company advertising—fine weather,



Sued Californische Post (Los Angeles) advertisement for the Centinela Land Company, April 1875
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good water, and fertile land fit for citrus cultivation—counted on to draw buyers to the venture. In a December 15, 1874, letter to company secretary Brooks, Browne boasted that he had spread the news about the Centinela venture from the Pacific Coast to the Atlantic seaboard to Europe ("writing some of the most attractive and astounding truths ever told about that country"). Browne also requested ten shares in the company as "proper appreciation of his labors."³⁷





An 1876 advertising card of the California Immigrant Union, with familiar names from the Centinela Land Company: William H. Martin and C. E. Chubbuck

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Browne's article was meant to appeal to snow-bound easterners, and company advertising consistently emphasized the connection between the ranchos' temperate climate and citrus production. Advertising headlines gave top billing to the cultivation of citrus groves, celebrating the Centinela as "The Home of the Lemon and the Orange." The ranchos' orange, lemon, and lime trees had not yet reached maturity, but potential buyers were not to worry, for within three years, they would bear fruit, enriching shareholders by "\$300 per annum." The company's pitch for citrus cultivation was in step with the consistent promotion of citrus in Los Angeles newspapers, which emphasized citrus as a source of agricultural wealth particularly appropriate to southern California. Citrus represented the symbolic fruit of the Centinela venture, which was part of the beginning of the citrus industry as a focus for developing land and as a symbol of California's golden life.³⁸

Besides newspaper advertising, Martin had thousands of handbills printed for distribution. Martin also sent east circulars, probably these same handbills, along the routes of railroads and on steamers of the Pacific Mail Steamship Company. A lithography company in San Francisco printed one thousand maps of the lands, presumably for distribution. Martin's correspondence with Freeman and others consistently emphasized the newcomers to California who would make the venture golden; thus, all this necessary publicity.³⁹

For the sale of stock, indispensable for the venture's success, the Centinela Land Company and the California Immigrant Union relied on agents throughout California, from Santa Barbara to San Jose. Such persons as O. L. Abbott of Santa Barbara were explicitly cited as agents in newspaper advertising and even as the author of the same. J. H. Shields may have been active in appointing agents for the company, and Martin claimed that Wells Fargo had allowed him to employ its agents for the venture as well. Initially, Centinela Land Company agents received commissions on their sales of company stock, but by the middle of February 1875, the company no longer allowed commissions on stock sales, a telling sign of its inadequate capital. Instead, the company's agents had to charge fees on the purchase of stocks.⁴⁰

Purchase of stock required only a 10 percent down payment on the \$1000 share, followed by semi-annual installments of 10 percent to be paid in July 1875 and January 1876. The company was to apply this \$100 to the auction of the ranchos. Stockholders were considered

joint "owners" of the ranchos, and *pro rata* payments on the company's profits were theirs, as well. No evidence exists that they ever received this or that the company ever paid dividends to its stockholders. Auctions of land would raise further capital to pay interest to stockholders on assessment of stock, and "dividends on their stock can be applied to their final payments on their homestead." Of course, this meant that the company's directors—stockholders themselves—could buy land for the purpose of speculation.⁴¹

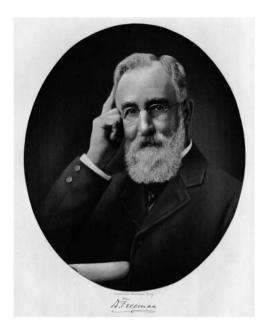
One critical catch still existed for the Centinela Land Company and the California Immigrant Union, as they began vigorously promoting the Centinela venture in late 1874. Neither the company nor Freeman owned the ranchos, and Burnett was probably ignorant of their plans for his property. Catherine's will did not begin probate until December 29, 1874, more than one month after Freeman, who seemed to make little time for grieving, and his cronies launched the Centinela Land Company. The final decree of distribution was probably not executed until February 1876. Freeman did not notify Burnett of his intention to exercise the option to buy until late March 1875 and failed to mention the Centinela Colony at that time. He was paying the lease, though, which Catherine's death had left him responsible for.⁴²

The success of the venture, then, was doubtful and hinged on the company's ability to generate the money to buy the ranchos from Freeman, who still needed to buy them from Burnett, the company's unknowing partner. Each step was risky and dependent upon another, resulting in the proverbial house of cards. With land selling for at least \$25 per acre and sixty-six hundred acres allotted for the February sale, the auction could easily harvest the money needed to pay Freeman—if it were successful.⁴³ In truth, though, the company was gambling on a shady plan to speculate in land whose owner was not partner to its plans. As their gamble demonstrates, Freeman and his partners in the Centinela Land Company acted irregularly as a matter of course. Their venture never achieved probity, which caused its failure.⁴⁴

The directors of the Centinela Land Company and the California Immigrant Union kept their lack of ownership under wraps as they marketed the ranchos. The most public honesty that the company mustered came in flyers of December 1874 in which Martin wrote that the shares of the company would be assessed and applied to the purchase of the ranchos. The advertising in the *San Jose Patriot* of company agents William H. Wheeler and Henry Phelps echoed this, noting that the company would apply 316 shares of the stock to the purchase of the ranchos.⁴⁵

On the other hand, the earliest newspaper advertising from the *Los Angeles Herald* (December 2, 1874) never mentioned that the company lacked free title. It noted, as did other newspaper advertising, that the title was U.S. patent, suggesting that the company had clear title to the ranchos, only a half-truth. The U.S. government, as we have seen, had settled the patent on the Rancho Centinela in 1872, but did not grant the patent for the Sausal Redondo until 1875. William H. Martin knew this fact when the company began its operation. In a letter of December 23, 1874, he informed Freeman that visitors to the California Immigrant Union's office in San Francisco knew that the Sausal Redondo lacked a patent. One month later, he wrote that he was starting the process of obtaining the patent.⁴⁶

Despite these troublesome facts, as 1874 turned into 1875, the company marched ahead with its risky plans with the full support of the California Immigrant Union, especially in the



Daniel Freeman (1837–1918)

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person of William H. Martin. These included advertising, continued purchase of stock for the company, and the holding of auctions in the first four months of 1875.

Newspaper advertisements promised a town to be built, an institution of higher learning, churches, Masonic lodges, Grangers, and temperance societies, for the Centinela's charter forbade alcohol and saloons in the colony. Most important of all, the company claimed that a railroad, the quintessential sign of economic progress in the nineteenth century, would provide access to the ranchos.⁴⁷ The promised railroad was necessary to show customers that the ranchos had the infrastructure to bring in supplies and to export its commodities. It also demonstrated that the company was in step with Los Angeles' growing rail system, and by extension, the boom occurring in Los Angeles. The California Immigrant Union and the Centinela Land Company could also use a local railroad to bring buyers to the ranchos for sales pitches and auctions. Nationally, railroads provided one means to advertise and to transport clients to Los Angeles.

The Centinela Land Company first tried establishing its own "Los Angeles and Pacific Railroad." It was incorporated in December 1874, with a board of directors the same as that of the Centinela Land Company. 48 Los Angeles Herald articles of December 15 and 29, 1874, reported that the railroad was to serve the Rancho Centinela and that the Centinela Land Company supported the railroad. The articles failed to mention that the railroad was a creation of the same company.

The "Los Angeles and Pacific Railroad" never ran. By February 1875, advertisements in the Los Angeles Herald no longer mentioned the railroad, evidencing the company's abandonment of this promise. March advertisements in the *Herald* again promised a railroad, in this case, the Los Angeles and Independence Railroad, incorporated in January 1875.⁴⁹ Two of its

directors also served the Centinela Land Company: Jonathan S. Slauson and Francis Pliny Fisk Temple. Company advertisements promised the railroad's extension to the ranchos from its Santa Monica to Los Angeles line as well as the bonus of a street railroad from Los Angeles. C. E. Chubbuck, agent of the California Immigrant Union in Los Angeles for the Centinela venture, wrote in April 1875 that the Los Angeles and Independence Railroad was "progressing nicely" and the proximity of its line to the Centinela's northern boundary line would make shipping lumber easier to the ranchos, benefitting their development. ⁵⁰ Chubbuck was wrong, for the Los Angeles and Independence Railroad did not open until December 1875, by which time the company was dead, adding yet another failed promise to what became an impressive list.

Even if local railroads never reached the promised land, the ranchos' promoters used national railroads to advertise their venture and also saw them as the means to bring land-hungry clients to the ranchos. Both Chubbuck and Martin maintained that large groups of settlers from Nebraska and Kansas would be coming to the ranchos and that railroads were key to accomplishing this. As Martin began promoting the Centinela Colony, in December 1874, he sent advertising circulars on national railroads to lure these settlers (who never materialized). Martin even claimed to have sold stock on an eastbound railroad to a "Caroline E. Peoples." He also mentioned to Freeman that the "Railroad People" (probably from the Southern Pacific) wanted him to set up an office in Chicago and that this group would offer excursions to the ranchos.⁵¹

Besides promoting railroads, the Centinela Land Company and the California Immigrant Union continued to sell company stock throughout California and beyond. Martin stated that he had received "cords" of letters from easterners inquiring about stock, which led him to predict "a grand rush" on stock. Sa Indeed, records of stock sales dominate the company's correspondence in the months of February and March. Most shareholders were Californians, but the Centinela Land Company attracted shareholders from Wisconsin, Ohio, Illinois, and Nevada. News of the Centinela even reached New York. This evidences some success for the nationwide advertising campaign. Buyers also included women in-state and out-of-state, e.g., Martha Eddy, of Newark, Ohio, and a "Mrs. Huber," perhaps wife of the prominent Angeleno William Huber. Sa

Los Angeles personages peppered the list of stockholders. Among the prominent names were Louis Wolfskill of the Lugo family, the lawyer and surveyor Henry Hancock, Los Angeles politician and former Confederate officer Cameron E. Thom, and lawyer Andrew Glassell. Their shares were not great: Wolfskill held two shares, Glassell only one. Instead, Freeman held the most shares (seventy), followed by Temple, with twenty. Other directors held fifteen shares. Ten shares belonged to company secretary Brooks, and William H. Martin held five shares. This suggests a shallowness to the company's finances, which greatly rested on its directors and agents, rather than on capital from outside investors. The company's reach may have been long—to Ohio, for example—but its financial depth was lacking.

Initial Centinela Land Company advertising promoted an auction of the ranchos to begin on January 18, 1875, but this was postponed to February 15 because Martin could not be in Los Angeles at the former date. Town lots of 31×135 feet and farms of five, ten, twenty, and forty acres were the prizes. ⁵⁵ Company stockholders would not receive preferential treatment in the bidding, the advertising promised; instead, land would go to the highest bidder.

New "owners" paid 10 percent down on their purchase price, with the remainder to be paid off in semi-annual installments of 10 percent. Martin guaranteed to Freeman that after the sale, "we will have no further trouble." If there were, he would forfeit his interests and pay all the company's bills. ⁵⁶ Martin never fulfilled this promise.

For prospective clients, the company provided transportation *gratis* by carriage from the Temple and Workman Bank (of the Temple Block, the same location as the company's office) to the ranchos, starting at nine o'clock in the morning on the day of the auction. *Los Angeles Herald* notices played up the auction's prospects, noting that prospective purchasers had already toured the ranchos and found them without fault or blemish. The *Herald* also claimed that two hundred persons were making the trip from San Francisco to buy land at the auction.⁵⁷

The Los Angeles Herald reported extensively on the amount and price of property moved, as well as the names of buyers. According to the Herald, one thousand acres were sold at the average price of \$40 per acre on the first day of the sale. The new "owners" ranged from stockholders Lucy Brown to R. E. Dent to George Hansen, the ranchos' surveyor for the auction. Dent was an employee of the California Immigrant Union, as were other buyers such as W. E. Barnard and J. M. Logsdon. The company's directors and agents also jumped on board: Freeman, Martin, and Temple all bought property.

Whether directors or stockholders, repeat buyers were common. Over the next few days, such stockholders as J. Bixby (probably Jotham Bixby of the Rancho Los Cerritos) and P. V. Deuster, of Milwaukee, and company directors and agents like Childs, Shields, and O. L. Abbot again bought land.⁵⁸ Why Freeman needed to buy is unknown; he, as well as the other directors, most likely intended to speculate by selling the land again. Martin was probably making dummy buys in the name of out-of-state stockholders for future speculation. When the auction ended, he took \$4,000 for his services and returned to San Francisco.⁵⁹ Also stuffing his pocket was a gold watch from the Centinela Land Company.

On the surface, all appeared well for the Centinela Land Company after the February auction. In part of its continuing, triumphal accounts of the auction, the *Herald* of February 18 claimed that the auction had made the company \$116,540 richer. Two days later, the newspaper adjusted the earnings upwards to \$137,000. C. E. Chubbuck wrote to Centinela Land Company agents Wheeler and Phelps in San Jose that "the affairs of the company are satisfactory to the Company and outsiders as well[,] which is a little remarkable." In the winter and spring of 1875, newspapers such as Temple's *Herald* always favored the Centinela, and land development generally, and their plugs put the "booster" in Los Angeles boosterism.

The *Herald*'s optimistic figures for the auction were exaggerated. The auction had failed to strengthen the company's finances. Only a few days after the auction's conclusion, Freeman testified to this in a long and pessimistic letter of February 23, 1875, to Martin marked "strictly private and confidential." The company, Freeman lamented, could not pay him "one cent," either before or after the sale. "To add to the embarrassment," the company's foolish practice of allowing stockholders to use their stock as down payment on property meant that most buyers, including the directors, had turned in the stock for their first payment rather than paying in cash. ⁶² In the case of stockholders, the company only received payment once for the two means it had to raise cash to buy

the ranchos: the purchase of stock and land sales. Just as damaging, Martin bought land in the names of persons who did not make good their payments. The company's high expenses of \$15,000 had gobbled up most of the company's cash, leaving only \$4,000 in the company's account. The company remained desperately short of the money to execute the complicated transfer of the ranchos from Burnett to Freeman to the company, indispensable for the success of a scheme that bordered on fraud.

Freeman's letter records that the company directors had censured Freeman for turning over preferred stock to Martin, including that of J. Ross Browne, the poet laureate of the Centinela Land Company. This stock was issued at \$275 (preferred) shares, not \$100 shares. Freeman warned Martin that if he left this stock outstanding, and thus out of company control before Freeman realized his agreement with the board, then it might be put up either for sale or hypothecation (pledging of collateral by a debtor), revealing the discrepancy between the value of stock held by company officials and employees with that held by other shareholders. The consequence could be an inquiry with "embarrassing results." Freeman also succinctly summarized the dilemma of the venture that was now a "matter of life or death" for himself: "If I owned the land," which he did not.

In two letters (February 26 and March 2) Martin responded to Freeman's pessimism.⁶³ The first letter addressed the contentious issue of the board's censure of Freeman for turning over outstanding stock to Martin. All was well, Martin reassured Freeman. Martin had returned the stock of San Francisco shareholders as well as that of Browne. The stock of the former persons posed no problem, since they had not bought land and therefore would not be selling it. Furthermore, he had returned his own stock, further evidence of his good faith and behavior.

In the March 2 letter, Martin rebutted objections of the Centinela directors to the purchases of rancho land that he himself had made, presumably because Martin was defending his right to speculate in the ranchos. He reassured Freeman that the company had the same privilege as Martin had of selling the land at the same or higher price. In short, they could all equally and happily speculate—and profit—together in rancho land. He further maintained that there was no reason that the company could not come up with the \$40,000 for Freeman by the April I deadline. After all he was moving stock for the company, as were such agents as Wheeler and Phelps in San Jose, whom he had just visited. Also, prospective buyers were flocking to the California Immigrant Union office, assuring the success of the venture. In a claim that may have rung hollow to Freeman, Martin swore that Freeman's interests would always be his.

Besides these letters to Freeman, Martin produced a run of correspondence in February and March that documents an outburst of activity for the Centinela venture, undoubtedly motivated by Freeman's hard letter of February 23. On February 27, Martin wrote to company secretary Brooks of his return of the stock of Browne and others, as well as his plans to produce a new edition of the promotional pamphlet for the Centinela Colony, "All About California." Another letter to Brooks included a recently sold stock certificate, and Martin noted that he was sending other buyers to Brooks. Martin also celebrated his sale of one share of stock of a delinquent shareholder to another person. Martin also wrote to C. E. Chubbuck asking for twenty-five copies of blank stock to be sent to him for the buyers "crowding" his office. ⁶⁴

A desperate Freeman added to the comedy of errors that the Centinela venture had become by moving to buy the ranchos from Burnett in late March, perhaps because the U.S. patent for the Sausal Redondo was confirmed around this time. In a declaration-to-buy statement of March 27, 1875, Freeman, as executor of Catherine Freeman's estate, notified Burnett of his intention to buy the ranchos. Freeman did not mention the Centinela venture, and Burnett's response of May 1, 1875, did not discuss it, which suggests his ignorance. Perhaps Burnett's agents, Falkner and Bell, located in San Francisco, as was the California Immigrant Union, would have been familiar with the Union's promotions. Regardless, the pair never did complete the sale in time to save the floundering Centinela Land Company. Freeman did not finally purchase the ranchos until 1885, by which time the Centinela Land Company may have been only a bad dream for him.

The staggering Centinela Land Company tried to right itself by further developing the ranchos and selling stock. George Hansen conducted a second survey of the ranchos from March 2 to April 3, presumably so that buyers could choose from these newly surveyed lots. Both the company and the California Immigrant Union continued to advertise stock sales, and agents sold stock throughout California in March, April, and May. The correspondence of these agents hinted at troubles, even while still promoting the venture. C. E. Chubbuck, in a letter of May 26 to agent W. B. Barnard in Santa Barbara, admitted that little movement of company stock existed in Los Angeles. Also, some buyers of the February auction had failed to pay for their purchases, forcing the company to sell them in private sales. ⁶⁶ Land sales, he also observed, were slow at this time of the year (spring), anyway.

The company never held the April auction of rancho lands. C. E. Chubbuck wrote company agents in March that the April auction had been cancelled, because the company could make more money through private sales, rather than through public. Increasing demand for land in Los Angeles would benefit the company if it delayed sales until prices presumably peaked. That the Centinela Land Company could not buy the ranchos from Freeman by the April I deadline suggests the more probable reason for the cancellation of the April auction: The company did not own the land, and the directors did not want to push their luck with an auction that was borderline fraud. The directors never levied assessments on stock after the initial \$100 purchase of shares in the company, even at this critical time when they needed money, which suggests their tepid belief in the worth of their company's stock.⁶⁷

Until the end of June, the Centinela Land Company continued to run advertisements with their usual claims about the ranchos' pleasing climate and bountiful citrus orchards. The advertisements also warned prospective buyers that only a "few" shares in the company remained, a misleading statement suggesting that the company had many shareholders, when it did not. Reflecting the company's weak finances and an indication that the end was near, the company only advertised in Los Angeles newspapers and ran shorter advertisements. By July, the company had sputtered to a halt. Advertising ended, and the company no longer sold stock or land. By December 1875, its Los Angeles office closed.

Freeman's and the company's lack of ownership of the ranchos stands as the principal reason for this failure, but other possible causes require exploration. Chubbuck's statement about slow land sales in May 1875 has already been mentioned. In a July letter, he again referred to the slow sale of land in the Los Angeles area, writing that there was "little doing" in

sales, but prices remained stable. He believed that sales would become more "lively" in the fall. $^{7\circ}$

Chubbuck's letters suggest a slowing economy, perhaps resulting from the Depression of 1873 afflicting the entire country, which continued until 1879. This may have affected the venture because fewer persons in other parts of the country now had the capital to invest in California land. How the depression impacted the Los Angeles economy in 1874 is uncertain, but the famous Los Angeles bank panic of August 1875 tied to the collapse of the Bank of California in San Francisco brought economic depression to Los Angeles.⁷¹ The Centinela Land Company used the bank of its president, Temple, which collapsed in the panic despite efforts to restore it. The company was thus tied to an unstable financial institution. Not coincidentally, Freeman used this bank for his personal business, besides that of the company.⁷² But the bank's ruin was not complete until January 1876, at which time the Centinela venture stood only as testimony to a poorly planned and poorly executed land development scheme. Regional economic troubles do not account for the failure to move stock and property in the winter and spring of 1875.

In the active land market of Los Angeles, the Centinela Land Company faced plenty of competition. In May 1875, as the company's prospects were fading, Martin identified Ozro W. Childs and Frederick P. Howard for Freeman as the "Downey weeds" on the company board that needed uprooting. By Downey, Martin meant, of course, ex-governor, Irish immigrant, and Los Angeles businessman John G. Downey, also an active player in the Los Angeles land market. Martin sourly noted that Downey "chuckles at this" (the "weeds" on the Centinela board) and that he, Martin, would work for free rather than see Downey triumph. Martin was right that Downey and Childs had ties—they were business partners in the Los Angeles City Homestead Association, which sold land in the city. Martin did not explain how the two directors were sabotaging the Centinela venture; perhaps, he was looking for persons to blame for its looming failure.⁷³

Downey was active in the Los Angeles land market, as his association both with Childs and with other land sales showed. In February 1875, Harris Newmark joined him in selling the Rancho Santa Anita to Elias J. ("Lucky") Baldwin. 74 Downey also sold lands of the Rancho Santa Gertrudes, one month later. Such competitors as Downey enjoyed the critical advantage of ownership over the Centinela directors, who never seemed to grasp that this was necessary before undertaking their land development scheme. From the summer of 1875 through the beginning of 1876 Freeman would fruitlessly reach out to silver magnate and United States senator John P. Jones, developer of Santa Monica, and Lucky Baldwin, as buyers for the Sausal Redondo and Centinela ranchos.⁷⁵ In his correspondence from this period, Freeman frequently lamented that Martin and the California Immigrant Union failed to sell enough stock for the venture to succeed. In short, he blamed them, and there were reasons both to lament and to blame. The debts of the company remained unpaid; a ledger of company expenses records that Freeman was still paying creditors in January 1876. Freeman stated that the company books showed that he had a loss alone of \$16,000 from running the company offices. Besides this hefty amount, he had personally paid out \$11,000 for other company expenses. By January 1876, Freeman's good deeds for the company had left him with an overdraft of \$13,076 with the dying Temple and Workman Bank.⁷⁶

The \$11,000 debt perhaps resulted from Freeman's buying the worthless stock of the Centinela Land Company shareholders, an effort which highlights Freeman's letters from March 1876 to May 1876.⁷⁷ Freeman contrasted this good deed with the failure of the California Immigrant Union to fulfill its promises to the Centinela Land Company, which was meant to prove that he was the one true actor of the venture. With the lawyer in him carefully writing, Freeman always claimed that he was not buying back stock because he was legally or morally obligated to do so. Instead, he only valued his reputation—which may have been worth \$11,000 in stock bought from company's stockholders.

Freeman's claims in these letters were disingenuous. The real reason that he made good on worthless stock was not a noble effort to protect his good name or even to protect stockholders from loss but to pave the way for a sale of the ranchos. Temple had promised Freeman to buy the ranchos from him. To achieve this, Temple believed that Freeman should buy up Centinela stock, since it would remove other claims on the ranchos. Temple even loaned Freeman the money for the buybacks, but Temple's financial ruin ended the plan.⁷⁸

Freeman also probably bought back stock because he feared a lawsuit against himself. The fear was realized in 1878 when San Jose city engineer J. H. Pieper and twelve other plaintiffs, all stockholders in the Centinela Land Company, brought suit in Santa Clara county court against the Centinela's directors and its agents, including William H. Wheeler.⁷⁹ The plaintiffs' lawyer wrote the damning truths about the Centinela Land Company: its advertised scheme to purchase the ranchos, including the advertised purchase price that would allow for large profits in reselling the ranchos, was false; and the company had never owned the ranchos. The venture was intended not to benefit shareholders but only to line the pockets of the company's directors.

The outcome of the lawsuit is unknown, but it described well the fraudulence of the Centinela Land Company. The company's directors sold land and stock to such persons as J. H. Pieper, but their consciences seemed little moved that they built such sales on contingencies, and if just one were not realized, then the venture would collapse, harming company stockholders. Ethical problems like this are never a topic in Centinela Land Company correspondence. Rather, correspondents' only concern is protecting themselves from the consequences of questionable practices. For example, Freeman wrote in a statement prepared for Pieper's 1878 lawsuit that William H. Martin had come to him to start the venture, but Martin clearly states in an October 24, 1874, letter to Freeman that he is responding to Freeman's "proposition." Both men bear strong blame for the company's dishonesty, but Martin's letter correctly evidences who bears responsibility for the scheme's creation. Martin had no reason to cover up who started the venture in 1874, but Freeman did by 1878.

Other persons involved with the company acted poorly. J. Ross Browne received ten shares of stock for his ostensibly objective article praising the prospects of the Centinela Land Company, something that a disinterested party ought not to accept. The company's surveyor, George Hansen, assigned at least one tract to the son of "Colonel Warner," probably prominent Angeleno Colonel Jonathan T. Warner, even though Warner never received a sales contract and never paid the balance of the notes owed to the company. Hansen also sold at least one other tract to a company shareholder. Hansen so acted, even though he had neither paid for nor received these properties as payment for his services to the company. Hansen's sketchy actions fit well with the character of the Centinela Land Company.

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The *Herald* of Los Angeles also must be judged as complicit in the schemes of the California Immigrant Union and the Centinela Land Company. The newspaper provided favorable notices for the Centinela Land Company from the venture's beginning. A *Herald* article of December 2, 1874, commended the "advantageous investment" found in the company—and this favorable press never ended. This was not surprising given company president Temple's ownership of the newspaper at that time.

These shady practices of the Centinela Land Company do not seem out of place in Gilded Age America, a period notorious for its corruption. On a level grander than the peanuts of the Centinela Land Company, the Central Pacific Railroad of Leland Stanford and Collis P. Huntington routinely relied on corruption and insider practices to advance their railroad. 82 What is striking in the Centinela venture is the similar morality and business practices of these businessmen of California, whether Freeman, Temple, Martin, Warner, Hansen, or Browne. They all condoned dubious business practices bordering on fraud, which suggests a shared business ethos. For example, the company's directors protested when Freeman turned over preferred stock to Martin, but they only objected to protect themselves from distribution of unsecured stock. When the company failed, no record, other than Freeman's, survives of its directors trying to right the matter with stockholders, although even here Freeman's motives were self-serving. Also, from mid-summer 1875 through 1876 when Freeman was making good some shareholders' losses, he was also lurching from one prospective buyer of the ranchos to another, offering them lands that were still not his to sell. No evidence exists that these Los Angeles businessmen ever considered such practices as wrong. In retrospect, their byzantine actions leave them foolish, both morally and in practical business terms.

This shared lack of morality is unsurprising; after all, these men were partners in multiple Los Angeles businesses. Freeman's association with Temple in the Centinela and La Cienega ventures is one example. Temple also partnered with fellow Centinela director John M. Griffith in the "Forest Grove Association," which sold eucalyptus trees. Temple and fellow director Ozro W. Childs sold other properties in Los Angeles together and were codirectors of the State Investment Insurance Company. Childs was also involved in property sales with George Hansen, the Centinela's surveyor. Jonathan S. Slauson and John M. Griffith were directors of the Los Angeles County Savings Bank, besides serving on the Centinela Land Company board. ⁸³ For their partnerships to work, these men had to share moral and practical approaches to business, both of which complemented each other. To achieve success, they were willing to take business risks to the point of foolhardiness and illegality, with possible damage to clients an accepted part of this risk.

The language of the Centinela Land Company and the California Immigrant Union masked the shabby moral foundation of their work. ⁸⁴ The Bylaws of the California Immigrant Union stated that the group was to provide "reliable information" to immigrants. The *Los Angeles Herald* advertised itself as the "index" to the "moral, social, and political status" of Los Angeles. In his article, J. Ross Browne characterized the directors of the Centinela Land Company as "solid business men (sic) of high standing." Freeman assured Burnett that he did not want to be guilty of any "sharp practice." ⁸⁵ The *Herald* did not see its support of the Centinela Land Company as morally wrong, even if it ran advertisements that its owner knew were misleading. After all, Temple's newspaper was promoting the development of

Los Angeles, which advanced the city's common good. Moral paradoxes were part of the ethos in Los Angeles business in the 1870s and accepted, or at least unacknowledged, by persons of business.

The failure of the company to sell enough stock may indicate that persons were aware that the Centinela Land Company did not own the ranchos and thus shunned the venture. Objections to the Centinela Land Company were raised. The "Committee on Immigration" of the Grangers of Los Angeles and San Bernardino County denounced the Centinela project. The Grangers had also founded the Los Angeles Immigration and Land Cooperative Association that was promoting the development of the town of Artesia, so their motive in this is questionable. Martin mentioned to Freeman a San Francisco Bulletin article unfavorable to the scheme, for reasons unstated. The Sacramento Daily Record-Union of April 27, 1875, accused the Centinela venture of leaving immigrants to the state "swindled," because the lands were not as productive as advertised. Ironically, Freeman was one protester, at least against Martin, pouting that Martin had misrepresented to him the potential of the venture. Martin rashly boasted, for example, that he could sell all of the company stock in thirty days, but Freeman stood as equally guilty as Martin in promoting rash half-truths about the venture. Their spat also shows how relationships in this network of shared business morality and practice could fray because of unethical practices.

The Centinela Land Company stands as a strong example of land development and speculation in 1870s Los Angeles. It certainly demonstrates the practices of the "first great land boom" in Los Angeles history, many of whose participants, e.g., Freeman and Slauson, participated in the next boom (1886-1887). Strategies for land development were similar and included national advertising, promotional tours and auctions of property, establishment of land companies, and the use of railroads for promotion and settlement; such tactics resulted in a nationwide reach for California land developers in both decades. 89 Both required railroads to succeed. By the 1880s, the Southern Pacific developed national lines to the Los Angeles, which had increased opportunities in Los Angeles for settlement. As a result, cheap railroad fares, especially from the eastern United States, facilitated by advertising, are credited with stimulating the 1880s boom. The two decades also share something else in common: land speculation that resulted in failed companies like the Centinela Land Company. This company's history thus establish it as a good source for understanding Los Angeles' growth in the 1870s and 1880s, decades that have their place in the important history of the development of Los Angeles, ranging from the original Mexican land grants to the post-World War II suburban expansion.

NOTES

I. The author wishes to acknowledge the assistance and support of Dr. Errol Stevens, Dr. Cara Anzilotti, and Dr. Bonnie Glover Stalls. On the emphasis on post–World War II Los Angeles, see the introduction of editors William Deverell and Greg Hise, A Companion to Los Angeles, Blackwell Companions to American History, 19 (Malden, MA: Wiley-Blackwell, 2010), xvi. On the importance of development for Los Angeles history: Anthea Hartig, "'A Most Advantageous Spot on the Map': Promotion and Popular Culture," in Companion to Los Angeles, 294; and Greg Hise, "Situating Stories: What Has Been Said About Landscape and the Built Environment," in Companion to Los Angeles, 398–399. Eugene P. Moehring examines development in nineteenth-century Southern California in Urbanism and Empire in the Far West, 1840–1890 (Reno: University of Nevada Press, 2004), 42–82, esp. at pp. 50–61 for Los Angeles. The best studies of Los Angeles' nineteenth-century development remain the work of such venerable historians as Remi Nadeau and Glenn Dumke: Glenn S. Dumke, The Boom of the Eighties in Southern California (San Marino, CA: Huntington Library 1966);

- Remi A. Nadeau, City-Makers: The Men Who Transformed Los Angeles from Village to Metropolis During the First Great Boom, 1868–76 (Garden City, NY: Doubleday 1948). Also see the great Carey McWilliams, Southern California Country: An Island on the Land (New York: Duell, Sloan & Pearce, 1946).
- 2. The Centinela Land Company's records are in the Daniel Freeman Family Papers, CSLA-21, Department of Archives and Special Collections, William H. Hannon Library, Loyola Marymount University (hereafter cited as "DFFP"). No company meeting minutes or agendas remain; only correspondence, promotional materials, stock certificates, and records of stockholders and expenses have survived. For a history of the ranchos' ownership, see Abstract of the Title to the Ranchos Sausal Redondo and La Centinela . . ., (probably 1885), DFFP, Series 5, Box 1, Folder 8. Freeman acquired the Guaspito and Stuart Tract as well. The ranchos lack in-depth history; see W. W. Robinson, Ranchos Become Cities (Pasadena: San Pasqual Press, 1939), 139–143; idem, Inglewood: A Calendar of Events in the Making of a City (Los Angeles: Title Insurance and Trust Co., 1947), 13–16; Ann Elizabeth Wiedel, "The Centinela Valley: A Tale of Two Ranchos" (master's thesis, California State University, Long Beach, 1980); Lorietta Louise Scheerer, "The History of the Sausal Redondo Rancho" (master's thesis, University of Southern California, 1938).
- 3. Nadeau, City-Makers, 44–48, 122–138; and Paul Spitzzeri, "The Road to Independence: The Los Angeles and Independence Railroad and the Conception of a City," Southern California Quarterly 83, no. 1 (2001): 26–27. Nadeau uses the term "first boom" in the title of his previously cited book. J. M. Guinn uses the phrase "real estate boom" to describe Los Angeles in 1869, the year he arrived there: "Los Angeles in the Later Sixties and Early Seventies," Annual Publication of the Historical Society of Southern California, Los Angeles 3, no. 1 (1893): 64. An Illustrated History of Los Angeles County, California (Chicago: Lewis Publishing Company, 1889), 347, cites the winter of 1874–1875 as the peak of this first boom.
- Moehring, Urbanism and Empire, 76; Larry Mullay and Bruce Petty, The Southern Pacific in Los Angeles, 1873–1996 (San Marino, CA: Golden West Books, 2002), 13–15.
- Philip Ethington, "Ab Urbis Condita: Regional Regimes since 13,000 before Present," in Companion to Los Angeles, 188–191; Hise, "Situating Stories," 399; Moehring, Urbanism and Empire, 82.
- On Freeman, see Paul Erickson's popular biography: The Daniel Freeman Story (Tamarac, FL: Llumina Press, 2009); and Flint Hindman, "Daniel Freeman: Scholar and Rancher," Southern California Quarterly 33, no. 3 (1951): 197–211.
- 7. DFFP, Series 5, Box 1, Folders 2, 4, contains the leases, notes, and checks.
- 8. Tom Patterson, A Colony for California: Riverside's First Hundred Years, 2nd edition (Riverside, CA: The Museum Press of the Riverside Museum Associates, 1996), 37–38; Ivana Bollman, Westminster Colony, California, 1869–1879 (Santa Ana, CA: Friis-Pioneer Press, 1983), 22; Max Cleland, The Cattle on a Thousand Hills. Southern California, 1850–1880, 2nd ed. (San Marino, CA: Huntington Library, 1990), 202–217.
- 9. Wiedel, "Centinela Valley," 14–15; Erickson, Daniel Freeman, 41.
- For Burnett's dispute with Rosecrans and the Sausal Redondo's patent, see Donn B. Tatum, Jr., "General William S. Rosecrans and the Rancho Sausal Redondo," Southern California Quarterly 51, no. 4 (1969): 275–312.
- Robert G. Cowan, Ranchos of California: A List of Spanish Concessions, 1775–1822, and Mexican Grants, 1822-1846
 (Los Angeles: Historical Society of Southern California, 1977), 13, 18; DFFP, Series 3, Box 5, Folder 4.
- 12. DFFP, Series 7, Box 1, Folders 1, 13; Box 10v, Folders, 2-3.
- 13. DFFP, Series 7, Box 1, Folder 1.
- 14. Austin Burt to D. Tisdale, March 17, 1873, DFFP Series 7, Box 1, Folder 1.
- 15. Daniel Freeman, "As to Port Burwell Harbor Bonds, and Iron interests (sic)," 1913, DFFP Series 7, Box 1, Folder 1. Freeman writes here that he left for California in February after spending the winter of 1872–1873 in the southern United States. His business papers record his presence in Canada at least until January 1873.
- 16. Discharge of mortgage, D. Freeman and C. G. H. Freeman to B. H. Cooper, January 14, 1873, DFFP, Series 7, Box 1, Folder 8. The original mortgage (October 1872) and the bill of sale of January 7, 1873: DFFP, Series 7, Box 10v. Folder 6.
- 17. DFFP, Series 7, Box 10v, Folder 4.
- 18. Erickson, Daniel Freeman, 32-35.
- 19. Sheep were raised on the rancho, which also had fledgling citrus cultivation.
- 20. Susan Westerberg Prager, "The Persistence of Separate Property Concepts in California's Community Property System, 1849–1975," UCLA Law Review 24, no. 1 (1976): 6–9; Donna C. Schuele, "Community Property Law and the Politics of Married Women's Rights in Nineteenth-Century California," in The American West: Interactions, Intersections, and Injunctions, vol. 6: The Law in the West, ed. Gordon Morris Bakken and Brenda Farrington (New York: Garland Pub., 2001), 417–418.
- 21. Prager, "Persistence of Separate Property," 28–31.
- 22. Schuele, "Common Property Law," 443.
- 23. Ibid., 443-444. Prager, "Persistence of Separate Property," 39-40; 41-42 at n. 205; 44 at n. 218.
- Lori Chambers, Married Women and Property Law in Victorian Ontario (Toronto: Published for the Osgoode Society for Canadian Legal History by University of Toronto Press, 1997), 71, 92–93, 106.
- 25. Ibid, 90, 97.

- 26. Catherine's will and codicil are in Documents for the History of the Daniel Freeman Family and the Rancho Centinela, CSLA-33, Series 1, Box 1, Folder 2, Department of Archives and Special Collections, William H. Hannon Library, Loyola Marymount University. The codicil was perhaps added because of Catherine's poor health—she would die on November 9, 1874.
- 27. William H. Martin to Daniel Freeman, October 24, 1874, DFFP, Series I, Subseries A, Box 2, Folder 2.
- 28. Ibid. Freeman stated, in one instance, that Martin and J. H. Shields came to him, Temple, and Ozro W. Childs. In another, Freeman claimed that he met first with Temple, who then relayed Freeman's news to the persons who became directors. Daniel Freeman untitled and undated statement on the formation of the Centinela Land Company, DFFP, Series I, Subseries A, Box I, Folder 6 (hereafter cited as "Daniel Freeman on the Centinela Land Company"); Freeman to William. H. Wheeler, June 6, 1876, in letter book, 114 verso, in DFFP, Series I, Subseries A, Box 4 (hereafter cited as letter book, leaf number, Box 4).
- 29. The articles of incorporation were printed on promotional flyers; see an example in the invoice ledger of bound Centinela Land Company correspondence, in DFFP, Series 1, Subseries A, Box 3 (hereafter cited as invoice ledger, Box 3). The company's bylaws are in a pamphlet on the company issued by the Los Angeles Herald around December 15, 1874, Box 97, William S. Rosecrans Papers, Collection 663, Department of Special Collections, University Research Library, UCLA.
- Oscar Osburn Winther, "The Colony System of Southern California," Agricultural History 27, no. 3 (1953): 94–103; James H. Madison, "Taking the Country Barefooted: The Indiana Colony in Southern California," California History 69, No. 3 (1990): 236–249.
- 31. "Daniel Freeman on the Centinela Land Company."
- 32. See invoice ledger, Box 3, for an advertising flyer listing the directors. William H. J. Brooks column in Los Angeles Herald pamphlet on the Centinela Land Company, p. 5. On Shields, see Jo Anne Sadler, Crescenta Valley Pioneers and Their Legacies (Charleston, SC: History Press, 2012), 122–123. On Temple, cf. Paul Spitzzeri, The Workman and Temple Families in Southern California, 1830–1930 (Dallas: Seligson Publishing Inc., 2008), 141–194. DFFP, Series 1, Subseries A, Box 2, Folder 6, contains the checks suggesting Freeman's role as treasurer.
- "Daniel Freeman on the Centinela Land Company"; "Proportion of D. Freeman for sale of the Ranchos Centinela and Sausal Redondo. Dated Nov. 23, 1874," DFFP, Series 5, Box 1, Folder 5.
- 34. DFFP, Series 1, Subseries A, Box 1, Folder 4.
- 35. Spitzzeri, Workman and Temple, 84-85
- 36. Ibid., 148. DFFP, Series I, Subseries A, Box I, Folder 5; Santa Barbara Index invoice, December 8, 1874, invoice ledger, Box 3.
- 37. J. Ross Browne, "The Centinela Colony. Great Land Sale in Los Angeles . . .," San Francisco News Letter, December 26, 1874. Browne's letter is in the invoice ledger, Box 3.
- 38. Hartig, "'Most Advantageous Spot," 294, 296; Los Angeles Herald, January 1, 1875.
- 39. Advertising, circulars, and lithography invoices: DFFP, Series I Subseries A, Box I, Folder 5. Company correspondence, December 15, 23, 1874, invoice ledger, Box 3; telegraph, December 21, 1874, invoice ledger, Box 3.
- 40. C. E. Chubbuck to Wheeler and Phelps, February 25, 1875 letter book, 24 verso-25 verso, Box 4; Chubbuck to W. S. Murphy, February 20, 1875, letter book, 26 verso, Box 4; Daniel Freeman to William H. Martin, February 5, 1875, invoice ledger, Box 3.
- Centinela Land Company Bylaws, Article V, Section I, in Los Angeles Herald pamphlet on the Centinela Land Company, p. 3; Browne, "The Centinela Colony"; Pacific Rural Press, December 19, 1874.
- 42. For Freeman's assumption of the lease see, DFFP, Series 5, Box 1, folders 4, 5.
- 43. "Daniel Freeman on the Centinela Land Company"; "Proportion of D. Freeman for sale of the Ranchos Centinela and Sausal Redondo. Dated November 23, 1874," DFFP, Series 5, Box I, Folder 5; Los Angeles Herald, February 16, 1875; William H. Martin to C. E. Chubbuck, February 27, 1875, invoice ledger, Box 3.
- 44. Erickson, Daniel Freeman, 46-50.
- 45. Wheeler and Phelps advertisement, Series 1, Subseries A, Box 2, Folder 4; advertising flyer, invoice ledger, Box 3.
- 46. William H. Martin to Daniel Freeman, December 23, 1874, invoice ledger, Box 3; Martin to Freeman, January 22, 1875, invoice ledger, Box 3.
- 47. Moehring, Urbanism and Empire, 54–55, on railroads and development. On Gilded Age railroads nationally and in California, see William Deverell, Railroad Crossing: Californians and the Railroad, 1850–1910 (Berkeley: University of California Press, 1994), 29–36; Richard White, Railroaded: The Transcontinentals and the Making of Modern America (New York: W.W. Norton & Co., 2011).
- 48. Daily Union of Sacramento, December 15, 1875.
- 49. See Spitzzeri, "The Road to Independence," on this railroad.
- 50. C. E. Chubbuck to Wheeler and Phelps, April 16, 1875, letter book, 71 verso, Box 4.
- 51. William H. Martin to William H. J. Brooks, March 2, 1875, invoice ledger, Box 3; Martin to Daniel Freeman, December 15, 1874; March 7, 1875, invoice ledger, Box 3.
- 52. William H. Martin to Daniel Freeman, February 5, 1875, invoice ledger, Box 3.

- 53. DFFP, Series I, Subseries A, Box Iov, Folder 2; Box I, Folder 8; Wheeler and Phelps to J. S. Slauson, February 9, 15, 1875, invoice ledger, Box 3. On New York, see S. Cooper to J. H. Shields, January 21, 1875, invoice ledger, Box 3. Cooper wrote from Sparrow Bush, New York.
- 54. DFFP, Series 1, Subseries A, Box 10v, Folder 2, contains an undated list of stock holders.
- 55. Los Angeles Herald, January 6, 1875; Pacific Rural Press, December 19, 1874.
- 56. William H. Martin to Daniel Freeman, December 24, 1874; February 5, 1875, invoice ledger, Box 3.
- 57. Los Angeles Herald, February 12, 1875; February 27, 1875.
- 58. On Martin's fees and his dummy sales using the names of persons out of state, see "Daniel Freeman on the Centinela Land Company"; Daniel Freeman to William H. Wheeler, June 6, 1876, letter book, 114 verso, Box 4. In March 1875, the Centinela Land Company executed three deeds for Centinela property with the Los Angeles County Recorder. See Abstract of the Title to the Ranchos Sausal Redondo and La Centinela, 98–100, 147–148.
- 59. DFFP, Series I, Subseries A, Box I, Folder 3; "Daniel Freeman on the Centinela Land Company."
- 60. C. E. Chubbuck to Wheeler and Phelps, February 19, 1875, letter book, 19 verso, Box 4.
- 61. Daniel Freeman to William H. Martin, February 23, 1875, letter book, 20 recto-23 verso, Box 4. This letter was probably written after a company board meeting.
- 62. After the auction, shareholders who paid for land by stock deposited it, unendorsed, with the company, which then hypothecated it. Presumably the company wanted to prevent shareholders from selling or speculating in rancho land, which the company did not own. C. E. Chubbuck to a R. E. Dent of Redwood City, March 8, 1875, letter book, 38 verso—39 recto, Box 4; Chubbuck to D. M. Kent, March 12, 1875, letter book, 40 verso, Box 4.
- 63. The letters are in invoice ledger, Box 3.
- 64. Invoice ledger, Box 3: William H. Martin to William H. J. Brooks February 27, March 2, March 4, 1875; Martin to C. E. Chubbuck, March 2, 1875.
- 65. Daniel Freeman to Sir Robert Burnett, March 27, 28, 1875, letter book, 60 or 61 recto-63 recto, Box 4.
- 66. George Hansen invoice for expenses (dated as 1881), DFFP, Series I, Subseries A, Box I, Folder 7. Letter book, 68 recto-77 verso, Box 4, for the company's activities.
- 67. William H. Martin to Daniel Freeman, March 7, 1875, invoice ledger, Box 3. Letter book, Box 4: C. E. Chubbuck to W. B. Pressly, March 26, 1875, 57 verso; Chubbuck to Wheeler and Phelps, March 15, 1875, 49 verso. Chubbuck to Harrison Gray Otis. September 11, 1875, DFFP, Series 1, Subseries A, Box 2, Folder 2.
- 68. I base this on my search of the California Digital Newspaper Collection database. An example of a shorter advertisement is found in the *Los Angeles Herald* of May 30, 1875.
- 69. "Daniel Freeman on the Centinela Land Company."
- 70. C. E. Chubbuck to Mrs. Eddy, July 24, 1875, letter book, 82 verso, Box 4.
- Nadeau, City-Makers, 211–222; Deverell, Railroad Crossing, 35–38; Ira B. Cross, Financing an Empire: History of Banking in California, vol. 1 (Chicago, San Francisco: The S. J. Clarke Publishing Company, 1927), 398–404; vol. 2: 552–556.
- 72. On Freeman's personal finances and the Temple bank: DFFP, Series 1, Subseries A, Box 2, Folder 6.
- 73. Los Angeles Herald, February 16, 1875. William H. Martin to Daniel Freeman, May 28, 1875, invoice ledger, Box 3.
- 74. Ibid., March 11, 1875; Harris Newmark, Sixty Years in Southern California, 1853–1913, 4th ed. (Los Angeles: Zeitlin & Ver Brugge, 1970), 474; Daily Alta California, February 27, 1875.
- 75. Freeman was also involved in the purchase of the Rancho La Cienega with Temple, Henry Ledyard, and Arthur J. Hutchinson, probably backed by Temple's money. The collapse of Temple's bank resulted in the partners selling their shares of the rancho to Lucky Baldwin. Freeman wrote that he stood to lose \$10,000 in selling the Cienega to Baldwin ("the brute"). Daniel Freeman to Henry Ledyard, November 13, 1875, letter book, 97 verso, Box 4; Virginia Fonseca French, Rancho La Ciénega o Paso de la Tijera (Los Angeles: J. D. Roche, 1970), 62–63, 110–111.
- 76. The bank's collapse may have benefitted Freeman, since he would not have to rectify his overdraft. "Daniel Freeman on the Centinela Land Company"; Centinela Land Company statements of account, 1874–1876, DFFP, Box 10v, Folder I. Letter book, Box 4: letter by Daniel Freeman, heading illegible, probably October 1876, 93 recto; Freeman to Senator John P. Jones, September 3, 1875, 88 recto, 89 recto.
- 77. Letter book, Box 4: Daniel Freeman to A. D. Barnard. March 7, 1876, 103 recto; Freeman to Asa Adams, 15 March 1876, 107 recto; Freeman to name illegible, March 15, 1876, 108 recto; Freeman to F. Gabriel, April 17, 1876, 109 recto; Freeman to Nye (first name illegible), May 25, 1876, 110 verso.
- 78. "Daniel Freeman on the Centinela Land Company."
- 79. "Transcript on appeal . . . John H. Pieper Plaintiff and Respondent vs. 'The Centinela Land Company of Los Angeles' et als. (sic)," (1878), DFFP Series I, Subseries A, Box 2, Folder 5. Pieper owned five shares of Centinela Land Company stock: William H. Wheeler to Jonathan Slauson, March I, 1875, invoice ledger, Box 3. Curiously, a co-defendant in the case was John G. Downey, whose name had appeared in company advertising in December 1874 but thereafter disappeared. Los Angeles Herald, December 15, 1874.
- 80. DFFP, Series I, Subseries A, Box 2, Folder 2; "Daniel Freeman on the Centinela Land Company." Also see notes 27 and 28.

- 81. C. E. Chubbuck to Daniel Freeman, June 4, 1876, DFFP, Series 1, Subseries A, Box 2, Folder 2.
- 82. Cf. White, Railroaded, passim.
- 83. Ibid., 93–102. For the common businesses, see Los Angeles Herald July 24, 1874; April 25, 1874; September 3, 1874; July 31, 1874. Spitzzeri, Workman and Temple, 141–148, covers Temple's extensive business interests.
- 84. Cf. White, Railroaded, 132, whose perceptions I draw on.
- 85. Daniel Freeman to Sir Robert Burnett, February 25, 1876, letter book, 101 recto, Box 4.
- 86. Pacific Rural Press, February 20, 1875; Los Angeles Herald, December 27, 1874. 87. William H. Martin to Daniel Freeman, March 7, 1875, invoice ledger, Box 3.
- 88. Daniel Freeman to William H. Wheeler, June 6, 1876, letter book, 114 verso, Box 4.
- 89. Dumke, Boom of the Eighties, 4–10; Nadeau, City-Makers, 248–250.