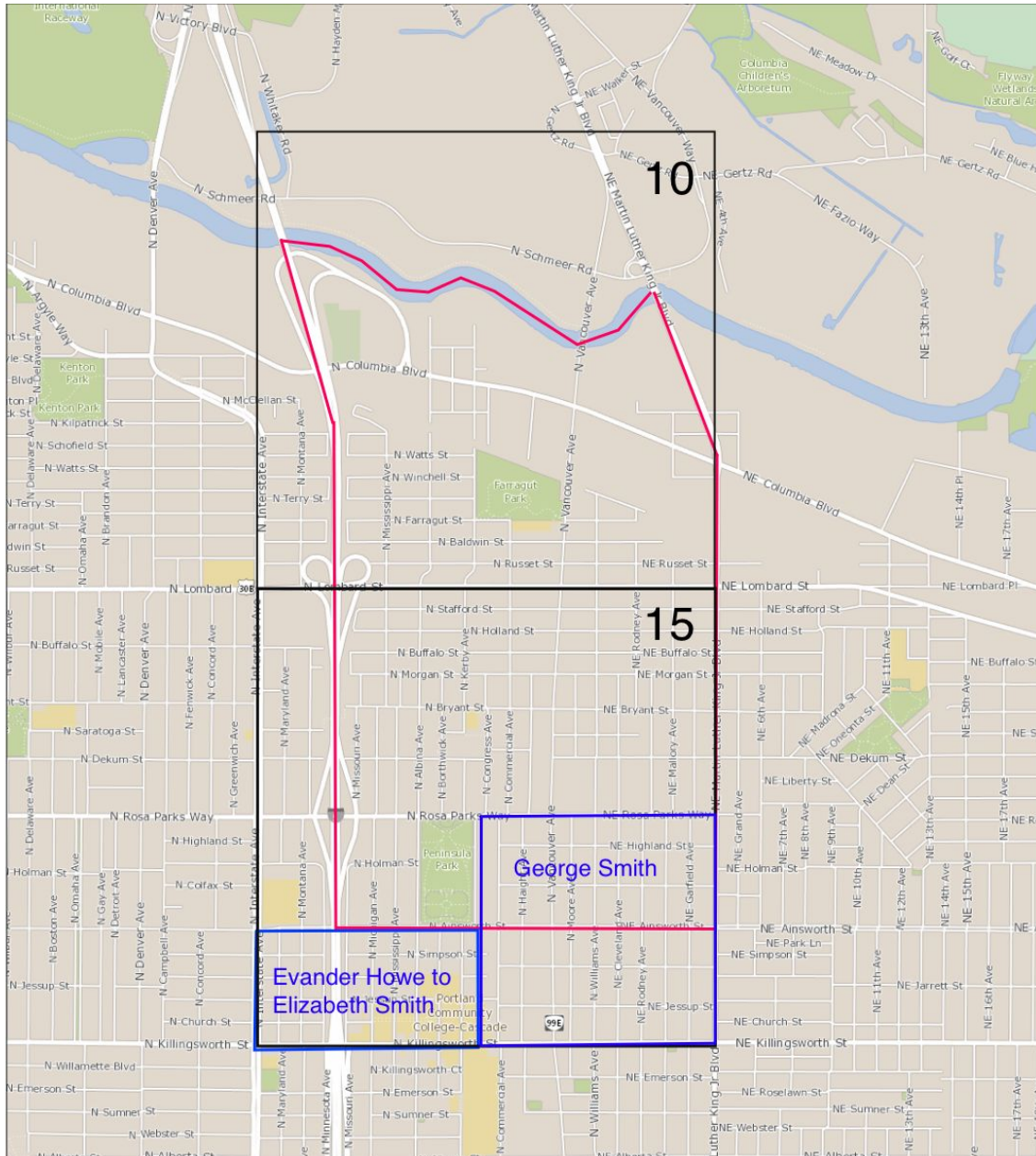


The author of this article lives and works on unceded territory of the Multnomah, Kathlamet, Clackamas, bands of Chinook, Tualatin Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River.

## Homesteads: George and Elizabeth Smith

Jan de Leeuw

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## Table of Contents

<b>Homestead</b>	<b>2</b>
<b>Sales</b>	<b>4</b>

## Homestead



THE UNITED STATES OF AMERICA.

To all to whom these Warrants shall come, Greeting:

**WHEREAS**, In pursuance of the Act of Congress, approved March 3, 1855, entitled "An Act in addition to certain Acts granting Bounty Land to certain Officers and Soldiers who have been engaged in the military service of the United States," there has been deposited in the GENERAL LAND OFFICE, Warrant No. 100,146 for 160 acres in favor of Henry Walsh, who served as "Henry Walsh" in the U.S. Quarter Master's Department, War with Mexico.

with evidence that the same has been duly located upon the South East Quarter of Section Fifteen in Township One North of Range One East in the District of Lands subject to sale at Oregon City, Oregon, containing One Hundred and Sixty acres.

according to the Official Plat of the Survey of said Lands returned to the GENERAL LAND OFFICE by the SURVEYOR GENERAL the said Warrant having been assigned by the said Henry Walsh to George Smith in whose favor said tract has been located.

**NOW KNOW YE**, That there is therefore granted by the UNITED STATES unto the said George Smith as assignee as aforesaid and to his heirs

the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said George Smith as assignee as aforesaid and to his

heirs and assigns forever.

In testimony whereof, I, Andrew Johnson  
PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Patent, and the SEAL OF THE GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the Tenth day of March in the year of our Lord one thousand eight hundred and sixty six, and of the INDEPENDENCE OF THE UNITED STATES the Ninetieth.

BY THE PRESIDENT: Andrew Johnson

By Edw. D. Still Sec'y.

J. A. Granger Recorder of the General Land Office.

On March 10, 1866 the United States donated 160 acres, using the Military Donation act, to Henry Walsh, for his service as teamster in the US Quartermaster's Department in the War with Mexico. Henry Walsh immediately transferred the land to George Smith. The description of this track of land is simple: the southeast quarter of section 15, township one north, range one east. The corresponding deed was recorded with Multnomah County on June 22, 1870.

<https://drive.google.com/open?id=1AERgX2cBf44CjtJ608lxXLA0rYUVPAQB>

To the west of the land now owned by George Smith was the homestead of Evander Howe, another 160 acres, the southwest quarter of section 15, township one north, range one east. As I have documented in the chapter on Evander Howe he sold the southern eighty acres of his tract on July, 5 1870 for four hundred dollars to Elizabeth Smith, George Smith's wife. In other words, at that time George and Elizabeth owned 240 acres. That is the area in the blue boundary on the first page of this chapter.

## Sales

Eventually, in 1888, George Smith's donation land ended up with Edward Quackenbush's Investment Company. It was platted to become the Piedmont subdivision. But before that it changed hands many times. This is a common and unavoidable phenomenon. Lands get partitioned by inheritance or sales, and the units get smaller and smaller. The price of land goes up and sales of smaller pieces remain economically viable. The history section of the Piedmont Neighborhood Plan (Portland Bureau of Planning, 1993, page 13) says

*The quarter section of land which later became Piedmont was granted to Henry Walsh by the United States Government on March 10, 1866. Pursuant to an 1855 act of Congress, this land was a Bounty Land Claim for his military service in the Mexican-American War. After changing hands several times between 1870 and 1888 with many legal questions over ownership, the entire parcel was sold for \$ 24,000 to the Investment Company on June 22, 1888.*

This is a nice compact summary, and it even is mostly correct, but there is not enough detail for my purposes. It does not even mention George Smith, and the alleged legal questions are interesting. So I have filled in the details. To some this may appear tedious, but it was a lot of work and it seems useful to document it once and for all.

On August 2, 1870 George and Elizabeth Smith sold their 240 acres for \$ 2,400 to H.F. Bloch and A.P. Dennison. Note that they recorded the deed to their 160 acres in June 1870, and they added the 80 acres of Evander Howe in July 1870. They moved quick.

<https://drive.google.com/open?id=1PrnthO0q74hsYLIL4BryA5t0xg84IstH>

Bloch and Dennison, who we will talk about a bit more in another chapter of this book, also used the land for speculative purposes only. They quickly sold it as well, in three pieces.

On January 12, 1872 to P.J. Smith and C.H. Burrage for \$ 1,250, the southwest quarter of the southwest quarter of section 15, 40 acres.

[https://drive.google.com/open?id=1SpPjBuKXLwY\\_xzwj2n5JEV5HBprK1APU](https://drive.google.com/open?id=1SpPjBuKXLwY_xzwj2n5JEV5HBprK1APU)

On January 31, 1872 to Isaac Dillon for \$ 1,250, the southeast quarter of the southwest quarter of section 15, 40 acres.

<https://drive.google.com/open?id=1T3nOZezPJA-7KUNX8QLEy2KCWF35QFJ4>



On February 26, 1872 to P. J. Martin and D. F. Harrington for \$ 5,000, the southeast quarter of section 15, 160 acres.

<https://drive.google.com/open?id=1T4CsSZM13xThPJCuBKasscWgOf98NqBZ>

Note that the southern half of Evander Howe's homestead claim is not in the modern Piedmont neighborhood, so I will not further follow the title chains for that piece of land. At least not for now. Eventually that half will host the subdivisions West Piedmont, North Albina, and Jarrett's Addition.

After Bloch and Dennison sold there were various complications with sales of the southeast quarter of section 15, the original George Smith claim, mostly because of internal problems in the Edward Martin family empire, which are discussed in detail in our P.J. Martin chapter. For our purposes here it is sufficient to know that around 1858 Edward Martin started, among other things, the wholesale liquor business E. Martin & Co. in San Francisco, partnering with D. V. B. Henarie, who ran the daily management of the firm. Edward's brother Patrick J. Martin, universally known as P. J. Martin, moved to Portland in 1868 and went into the real estate business here. Edward's sons, Thomas S. Martin and Edward Martin moved to Portland around 1880 to start a nominally independent Oregon liquor business with the same name. They did not do very well, however, and soon the Portland company was \$ 50,000 in debt to the San Francisco company. They went into receivership, and the assets of the Oregon company were subsequently bought by the San Francisco company. In 1880 Edward Martin Sr. died and P. J. Martin moved back to San Francisco. Much more on the Martin family is in the chapter that discusses them in more detail. It is of interest that events in the Martin family are reflected in the real estate sales in Portland.

First, D. F. Harrington quitclaims, for \$ 1, his interest in the 160 acres to P. J. Martin on June 16, 1877. Note that Harrington, a member of Portland's Common Council (now the City Council), moved to San Francisco in 1877.

<https://drive.google.com/open?id=1N4hmqbWHuECF7OjmyULRPtPY1MCQkh59>

On February 14, 1881 P. J. Martin and Margaret A. Martin his wife quitclaim, for \$ 1, the 160 acres to their nephews Thomas S. Martin and Edward Martin.

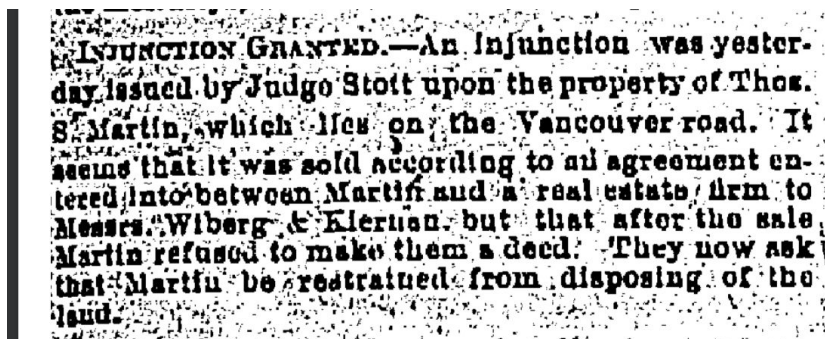
<https://drive.google.com/file/d/1RtBq1Y2S3U-mi75Wis5LmEshP5JkYTcL/view>

On July 12, 1881 P. J. Martin and Margaret A. Martin his wife use a warranty deed for \$ 5 to grant the 160 acres of George Smith's DLC to Thomas S. Martin and Edward Martin, together with other pieces of land in Clackamas and Marion counties.

[https://drive.google.com/file/d/1RuH3FA4Gx5Z5QTQsUt1N0KX1aC\\_rt4xv/view](https://drive.google.com/file/d/1RuH3FA4Gx5Z5QTQsUt1N0KX1aC_rt4xv/view)

These two last quitclaims are at the time that Thomas and Edward moved to Oregon after the death of their father. Presumably they were his legal heirs. At the time Thomas was 27, and Edward was 25. Pretty quickly, however, their fortunes went south. Literally.

In the Oregonian of April 19, 1882 we see the first sign of trouble with the ownership of Edward Jr. and, especially, Thomas Martin.



The Portland branch of E. Martin & Co. was getting into trouble. On April 10, 1883 Edward Martin granted Power of Attorney to his uncle P. J. Martin.

<https://drive.google.com/open?id=1xANQ1n1yvlb1jMgQfrHH5u3sXKHn5HIF>

This was at the same time that the company was entered into receivership, and a receiver was appointed to sell off the assets.

Then, on April 10, 1883, Thomas S. Martin and Edward Martin sold the 160 acres to Daniel V. B. Henarie for \$ 40,000.

<https://drive.google.com/open?id=1IKrgbQykJurwWGCuvgrRF51zu25uekfDG>

That seems to be too much money. But remember that E. Martin & Co. of Portland still owed to E. Martin & Co. of San Francisco, controlled by Henarie, more than \$ 25,000. This may have been one way in which the delinquent brothers were helped to pay off their debts.

On February 12, 1884 Thomas S. Martin and Ada B. Martin his wife sold their interest in the 160 acres, together with substantial parcels of land in Clackamas, Marion, Wasco, and Baker county to Edward Martin for \$ 4,000.

<https://drive.google.com/open?id=1ELF2NrYzc3LoVlwAbLJLKXINnMtwX4qj>

An article from the Morning Oregonian of May 9, 1888, included below, indicates that he got rid of his title and interest in E. Martin & Co. around the same time. It is interesting that people

quitclaim parcels to which they do not have clear and free title. Although it largely stays in the family.

Edward L. Dorn would have none of it. There is a deed from February 2, 1888 in which Thomas A. Jordan, Sheriff of the County of Multnomah, grants the 160 acres of the Smith claim to E. L. Dorn.

<https://drive.google.com/open?id=1Z6myupQds23-rOQAo80rPbrn1pDUFUae>

I'll transcribe this deed, complete with all its legal jargon, annoying repetitions, and lack of punctuation, because it is different from others in this book, and because it documents what happened at this point in time to Edward Martin and the Smith grant. Also, Sheriff's deeds are inherently more complicated than general warranty deeds or quitclaim deeds, and give more information about the actual historical situation. This one shows how sons of millionaires can get into trouble, even if other millionaires are trying to bail them out.

*This indenture, made the second day of February, in the year of our Lord one thousand eight hundred and eighty eight, between Thomas A. Jordan, Sheriff of the County of Multnomah, the party of the first part, and E. L. Dorn, the part of the second part, witnesseth. That whereas by virtue of a writ of Execution and Order of Sale issued out of and under the seal of the Circuit Court of the State of Oregon for the County of Multnomah, dated the 28th day of March, A. D. 1887, upon a judgment docketed in the said Court on the 26th day of March, 1887, in favor of R. D. Freeborn, plaintiff and against Edward Martin, defendant, to the said Sheriff directed and delivered, commanding him that, out of the personal property of the said judgment debtor in his County, he should cause to be made some money in the said write specified, and if sufficient property of the said judgment debtor could not be found, then he should cause the amount of the said judgment to be made out of the real property belonging to said judgment debtor on the 26th day of March, A.D. 1887, or at any time afterward. And, whereas, because sufficient property of said judgment debtor could not be found, whereof the said Sheriff could cause to be made moneys specified in said writ, the said Sheriff did, on the fourth day of April, A.D. 1887, in obedience to said command, levy on, take and seize all the right, title, interest and claim which the said judgment debtor so had to the lands, tenements, real estate and premises hereinafter particularly set forth and described, with the appurtenances, and did on the ninth day of May, A.D. 1887, sell all the right, title, interest and claim of the sad judgment debtor in and to the said premises at public auction, in front of the Court House, in the City of Portland, in said County of Multnomah, between the hours of nine in the morning and four in the afternoon of that day namely: at 10 o'clock, A.M. after first having given due notice of the time and place of such sale, according to law, to wit: By posting notice of the time and place of sale, particularly describing the property for four weeks successively prior to the date of sale, in three of the most public places, in the County of Multnomah, and also by publishing a copy of such notices once each week for four successive weeks prior to*



*said date of sale in the Sunday Welcome, a weekly newspaper of general circulation, printed and published in Multnomah County, State of Oregon, at which sale all the right, title, interest and claim of the said judgment debtor in and to the said premises were struck off and sold to the said R.D. Freeborn, for the sum of two hundred and forty five dollars, lawful money of the United States of America, the said R.D. Freeborn being the highest bidder, and that being the highest sum bid for the same, whereupon the said Sheriff, after receiving from the said purchaser the said sum of money so bid aforesaid, gave to the said purchaser such certificate of sale as is by law directed to be given, and the matters contained in such a certificate were substantially stated in said Sheriff's return of his proceedings upon said writ to the County Clerk of the said County of Multnomah. And, whereas, the said Court by an order dated the 10th day of September 1887 confirmed said sale and four months have expired since the confirmation of said sale by said Court without any redemption of the said premises having been made: and whereas by an assignment duly made upon said certificate the said R.D. Freeborn has duly transferred all right therein to the party of the second part. Now this indenture witnesseth that the said Thomas A. Jordan, the Sheriff aforesaid, by virtue of the said writ, and in pursuance of the Statute in such case made and provided, for and in consideration of the said sum of money, to him in hand paid, as aforesaid, by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm unto the said party of the second part and to his heirs and assigns forever, all the right, title, interest, and claim which the said judgment debtor Edward Martin had on the said fourth day of April, A.D. 1887, or at any time afterwards, or now has, in and to all that certain lot, piece or parcel of land, situated, lying and being in the said County of Multnomah, State of Oregon, and bounded and particularly described as follows, to wit: The South East quarter of section fifteen in township one North range one East of the Willamette Meridian. Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the said premises with the appurtenances, unto the said party of the second part, his heirs and assigns forever, as fully and absolutely as the said Sheriff can, may, or ought to, by virtue of the said writ and of the statute in such case made and provided, grant, bargain, sell, convey and confirm the same. In witness whereof the said Sheriff, the said party of the first part, has hereunto set his hand and seal, the day and year first above written.*

Remember, however, that Daniel B. V. Henarie paid Thomas and Edward Martin \$ 40,000 for the land, and that Thomas subsequently quitclaimed his interests to Edward. Thus there was no clear title for E. L. Dorn, although he legally obtained Edward Martin's interests for \$ 245 from R. D. Freeborn, who won them during the Sheriff's sale. The court had to settle that the quitclaim for \$ 40,000 was actually a mortgage on the property to pay off the debt, and that Edward Martin consequently had a clear title.

## WHAT WAS DONE IN COURT.

### A Number of New Suits Begun in the State Circuit.

#### An Accounting Demanded From Henarie and the Martins—Several Divorce Cases—Minor Litigation Notes.

The following new suits were begun in the state circuit court yesterday:

J. Q. Johnson vs. C. N. Scott, receiver of the Oregonian Railway Company (Ld), for \$398 for labor performed by himself and \$12 for the services of A. King, who assigned his claim to plaintiff.

D. A. Lewis vs. S. W. Crane, for \$1,584 46. The money is alleged to be due on a promissory note for \$692 25 made at Roseburg October 21, 1876. Up to July 6, 1882, \$110 53 had been paid on the note. The principal and interest have now grown to the amount sued for.

N. Jones sued Jane Jones for a divorce and the custody of their two minor children. They were married in Columbus, Ohio, in 1876. Desertion is the ground alleged.

Mary A. Chulfort sued E. and M. J. Durand for \$1882, balance alleged to be due on a promissory note for \$2000, made by defendants June 27, 1887.

E. L. Dorn sued D. V. B. Henarie, Thomas S. Martin and Edward Martin for a decree ordering an accounting and requiring defendant Henarie to account for all sums received by him in accordance with an agreement made a few years ago, and to produce a statement of disbursements. He also asks that the court adjudge the amount due Henarie from Edward Martin, and decree that a conveyance of land made to Henarie is a mortgage and was made to secure the payment of a debt. Plaintiff, in conclusion, asks that certain land in Clackamas county be ordered sold to pay off the mortgage. He alleges that the Martins, who were in business in this city under the firm name of E. Martin & Co., being indebted to Henarie to an amount exceeding \$25,000, gave him a quit claim deed in consideration of \$40,000 which was in truth a mortgage made to secure the debt. April 10, 1883, Thomas S. Martin assigned his title and interest in the firm to Edward, who in March, 1886, made a promissory note for \$25,000, due in two years, to Henarie.

It is unclear how the court case ended, and if Dorn got his land in Clackamas County (320 acres, by the way). Probably. In May 26, 1888 E. L. Dorn and Kate Orr Dorn his wife quitclaimed the Smith grant of 160 acres to the Investment Company for \$ 1.

<https://drive.google.com/open?id=1SizrqEp901cz4Pdn97HEpMI-y5TInobm>

Edward Martin was involved in one last sale of the property. One June 1, 1888 there is a warranty deed from Edward Martin to Charles A. Neal for \$ 1,500.

<https://drive.google.com/open?id=1rNYlyJ9DI1VtsBgHddZ5FVp8kxt0zaUu>

The deed has the usual language, but says:

*And I, the grantor above named, do covenant to and with the said Chas. A. Neal, the above named grantee, his heirs and assigns, that the above granted premises are free from all encumbrances made, executed, or suffered by said grantor, save a conveyance of the same to D.V.B. Henarie, made or intended as a mortgage, recorded on page 368 of book 66 of the records of deeds of said County, and that I will and my heirs, executors, and administrators shall warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, claiming or to claim the same by, from, through or under the said grantor.*

For \$ 1,500 Edward Martin was out of the picture. The next step is a deed of June 2, 1888 from D. V. B. Henarie to Charles A. Neal for \$ 24,000.

<https://drive.google.com/open?id=1E2zdE1VlfCVA49PHvge9laFZz82BIZdk>

It says:

*The object of this conveyance is to discharge and release the said real estate from the lien and encumbrances thereupon created by operation of the deed from Thomas S. Martin and Edward Martin to me, recorded upon the records of deeds of Multnomah County, State of Oregon, on page 368 of book 66, the same having been made and intended as a mortgage and to satisfy and discharge a judgment lien docketed in the judgment lien docket of said County and State on Oct. 6 1886, against said Edward Martin for \$ 2569.92.*

And now, finally, with all of the Martins no longer involved, on June 26, 1888 Charles A. Neal, deeds the Smith claim for \$ 24,000 to the Investment Company.

[https://drive.google.com/open?id=1Sh2UmtFNRpZD-THByooAPiQ\\_7ME5dDEu](https://drive.google.com/open?id=1Sh2UmtFNRpZD-THByooAPiQ_7ME5dDEu)

The next year the development of Piedmont started.

