

Vacaville's Shaky Beginning

By Jerry Bowen

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For all you history buffs in the area it is a well-known fact that on Aug. 21, 1850, Juan Manuel Vaca sold nine square miles of land for \$3,000 to William McDaniel, with the provision that one square mile be designated as the new town of Vacaville. In addition, McDaniel was to deed back to Vaca 1,055 lots in the new town. Right?

Well ... maybe not. Yes, a deal was made between the parties, but as usual, there is more to the story. Let's bring another character into this little tale of intrigue, namely an attorney-surveyor, Lansing B. Mizner.

It seems that McDaniel had a cozy little arrangement worked up with Mizner that he would deed over half of the land in the deal with Vaca to Mizner in exchange for laying out the city and tending to the legal paperwork. Of course, there is nothing wrong with hiring an attorney to be involved in a land transaction, especially one this large. So what is the big deal?

For one thing, Vaca could not read, write or speak English, but Mizner was fluent in both Spanish and English. So, Mizner was the interpreter for the transaction.

The deal was made and Vaca placed his "X" on the deed. Mizner laid out the new town of Vacaville, and McDaniel deeded the required lots to Vaca. Everything was just fine until Vaca discovered McDaniel was preparing to sell big chunks of the other eight square miles at a tidy profit.

Vaca said, (in Spanish, of course) "Hold on, there. The way I understand the deal is that I only sold you one square mile and that was to become the town of Vacaville!" We assume this because he placed an ad in the California Gazette in May 1851, stating, "Caution. I hereby notify all persons, not to purchase any lands from William McDaniel, which he claims to have purchased from me under title which he obtained under false pretenses and I shall institute suit against him to annul the title so fraudulently obtained by him. (Signed) Manual Baca (Vaca)."

McDaniel had been in negotiation with a couple of buyers with cash in hand. After reading Vaca's notice in the newspaper, the buyers, William Muldrow and James Estelle, informed him that they did not want to buy a lawsuit along with the land and backed out of the deal. Naturally this ruffled McDaniel's feathers, so he filed a libel lawsuit against Vaca and it went to trial on Oct. 30, 1851, before Judge Robert Hopkins.

Vaca hired the firm Jones, Tomkins & Stroube to represent him. (This is the same firm that bungled his land grant case before the Land Commission, according to Judge Currey in his 1908 recollections).

Vaca lost the case and the jury handed down a judgment on Oct. 31, 1851, awarding McDaniel the sum of \$16,750. Not a bad day's work for McDaniel; buy property for \$3,000 and in a one-day trial win a judgment against the seller for \$16,750!

It is not hard to imagine Vaca was not happy at all over this turn of events. He filed an appeal to the State Supreme Court.

After reviewing the evidence, the Supreme Court set aside the judgment against Vaca on Feb. 5, 1852. In its opinion there was no malice in the notice. In addition, the lower court's proceedings were rife with sustained objections and overrulings that had no place in law as well as other monumental mistakes in the proceedings.

Did Vaca file suit against McDaniel for the alleged fraudulent deal? So far I haven't been able to find any other court proceedings on the subject.

In looking over the court proceedings summary I noticed the land in question is described as "a square English league of land." The definition of a league is "a measure of distance varying from about 2.42 to 4.6 English statute miles. The English land league contains approximately three statute miles, or 4.82 kilometers, and, Square league - An old Spanish land measure equal to 4,438 acres," according to the Brittanica World Language Dictionary. With these definitions, if you do the math you can see the boundaries of "an English league" could vary quite a bit. The actual deed described boundaries in more specific detail.

While translating, did Mizner make it clear to Vaca how much actual property was involved? Why wasn't the deed written in both Spanish and English? During translation, was the term "one English league" used or were the actual boundaries laid out in the deed made clear? If one English league was the terminology utilized, did Vaca misunderstand it for one mile? Did McDaniel and Mizner purposely mislead Vaca during the translation or was it unintentional? Did Vaca attempt to renege on the deal when he discovered McDaniel was about to make a substantial profit on the land?

I don't suppose we will ever know the answers unless Vaca did file legal action later and the case files come to light.

At any rate, Vacaville was laid out and a map filed with the county on Dec. 13, 1851.

Vacaville began to grow as settlers began to arrive. It is interesting to note that the

original map was not followed with its Spanish-named streets. The original trail into Vacaville had much to do with this as well as the future property owners for whom the streets were eventually named. But those are stories for another day.

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