

1 In the Superior Court of the City and County of San Fran-
2 cisco, State of California.

3
4 Juan M. Luco, Plaintiff,

5 vs.

6 Robert S. Baker et al.,

7 Defendants.

8
9 Now comes the California Star Oil Works Company, one of
10 the defendants in the above entitled action, and for its an-
11 swer to the amended complaint herein and to said complaint as
12 amended

13 I

14 Denies, on information and belief, that on or about the
15 8th day of August, 1865, or at any time or at all, Pio Pico,
16 Robert S. Baker, Edward F. Beale, Sandford Lyon, Juan Foster,
17 and Francisco P. Foster, or any of them, discovered, located
18 and claimed, or discovered, or located, or claimed, for min-
19 ing purposes, or for any purposes whatsoever, a or any cer-
20 tain tract of land, of about one hundred and sixty (160)
21 acres, or of any acres or size whatsoever, yielding petrole-
22 um, or mineral oils, or any oil or oils whatsoever, situate,
23 lying and being, or situate, or lying, or being in the San
24 Fernando Petroleum Mining District, in the County of Los
25 Angeles, and State of California, or otherwise or at all;

26 II

27 Denies, on information and belief, that the, or any no-
28 tice of the alleged and pretended location in said amended

1 complaint mentioned was duly or at all recorded in the Re-
2 corder's office of the San Fernando Petroleum Mining District,
3 or any where, or at all, on the 7th day of February, 1866, or
4 at any time or at all; and in this behalf defendant admits
5 that the paper attached to and made a part of the amended
6 complaint herein, and marked "Plaintiff's Exhibit A", was re-
7 corded in the Recorder's office of the said San Fernando Pe-
8 troleum Mining District, on the 7th day of February, 1866,
9 but denies, on information and belief, that said paper ever
10 was a valid notice, or any notice of location of any mining
11 claim whatsoever, or that the same was ever recorded, under,
12 or by virtue, or in pursuance of the mining laws, regulations
13 and customs of said San Fernando Petroleum Mining District.

III

14
15 Denies, on information and belief, that the persons al-
16 leged to have located said land in the amended complaint men-
17 tioned, immediately thereafter, or ever thereafter took pos-
18 session of the said mining claim, or worked the same, in ac-
19 cordance with the local mining laws of the San Fernando Pe-
20 troleum Mining District, or with any of said laws, or in ac-
21 cordance with the mining laws of the United States, or any
22 thereof, or that said alleged locators, or their successors,
23 or their grantees, or assigns, or any of them, have ever
24 since owned and possessed, or owned or possessed said mining
25 claim or premises, or any portion thereof;

IV

26
27 Alleges that this defendant has no information or belief
28 upon the subject sufficient to enable it to answer the alle-

1 gation of plaintiff's amended complaint "That on or about and
2 during the months of March and April, 1877, the said R. S.
3 Baker represented to the said Pio Pico that their interests
4 in the said Oil Springs Mining Claim could be managed, con-
5 trolled and used to their mutual advantage more successfully,
6 if the title to the same was held by one person and then re-
7 quested of the said Pico that he convey to him (Baker) his
8 interest in the said Pico Oil Springs Claim and promised to
9 the said Pico, if he would so convey, he (Baker) would bestow
10 the same care and attention on the interest so conveyed to
11 him as upon his own interest, and would make return to him of
12 all the profits and proceeds arising from the working, use
13 or other disposition of the interest so conveyed to him, and
14 to which the said Pico assented; and thereupon, on or about
15 the 21st day of May, 1877, in pursuance of said understanding
16 and agreement, the said Pio Pico conveyed to the said R. S.
17 Baker, one of the defendants herein, by a deed of grant, bar-
18 gain and sale, all his right, title and interest of, in and
19 to the said Pico Oil Springs Claim;" and this defendant,
20 therefore, denies that, on, or about, or during the months of
21 March or April, 1877, or at any time or at all, the defendant
22 R. S. Baker, or any one, represented to Pio Pico that their
23 interests, or any interest, or interests in the said Oil
24 Springs Mining Claim could be managed, controlled and used,
25 or managed, or controlled, or used to their mutual advantage,
26 or to any advantage more successfully, or at all successfully,
27 if the title to the same, or any portion thereof, was held by
28 one person, or then, or at any time, requested of the said

1 Pico that he convey to him (Baker) his interest, or any in-
2 terest in the said Pico Oil Springs Claim, or any portion
3 thereof, or promised to the said Pico, if he would so convey,
4 or otherwise or at all, he (Baker) would bestow the same care
5 and attention, or any care or attention on the interest so
6 conveyed to him, as upon his own interest, or would make re-
7 turn to him of all, or any portion of the profits and pro-
8 ceeds, or profits or proceeds arising from the working, or
9 the use, or other disposition of the interest so conveyed to
10 him, or that the said Pico assented thereto, or that there-
11 upon, on or about the 21st day of May, 1877, or at any time
12 or at all, in pursuance of said understanding or agreement,
13 the said Pio Pico conveyed to the said R. S. Baker, one of
14 the defendants herein, by a deed of grant, bargain and sale,
15 or otherwise or at all, all his right, title and interest, or
16 any right, or title, or interest of, in and to, or of, or in,
17 or to the said Pico Oil Springs Claim, or the premises de-
18 scribed in the amended complaint, or any portion thereof.

V.

19
20 . Alleges that this defendant has no information or belief
21 upon the subject sufficient to enable it to answer the allega-
22 tion of plaintiff's amended complaint "That the said convey-
23 ance was made by the said Pio Pico to the said R. S. Baker,
24 without any consideration, but nevertheless, in trust that
25 the same be held by the said Baker to the use, benefit and be-
26 hoof of the said Pico," and this defendant therefore denies
27 that the said conveyance attached to the amended complaint
28 and marked "Plff's Ex. B" was made by the said Pio Pico to
the said R. S. Baker, without any consideration, or in trust

1 that the same be held by the said Baker to the use, benefit
2 and behoof, or the use, or benefit, or behoof of the said
3 Pico, or otherwise, or at all in trust;

VI

4
5 Alleges that this defendant has no information or be-
6 lief upon the subject sufficient to enable it to answer the
7 allegation of plaintiff's amended complaint "That simultane-
8 ously with the execution and delivery of the said deed made
9 in trust as aforesaid, the said Robert S. Baker made, executed
10 acknowledged and delivered to the said Pio Pico a declaration
11 of trust wherein and whereby he covenanted and agreed to and
12 with the said Pico that he would bestow the same care and at-
13 tention upon the interest of the said Pico so conveyed to him
14 as aforesaid as he did upon his own interest in said Pico Oil
15 Springs Claim, and that out of the profits and proceeds aris-
16 ing from the use, working, or other disposition of the said
17 Pico Oil Springs Mine he would pay over to the said Pico his
18 proportionate share of whatever might be realized therefrom,"
19 and this defendant therefore denies that, simultaneously with
20 the execution and delivery, or execution or delivery of the
21 deed attached to said amended complaint and marked "Plff's
22 Ex B," or at any time, or at all, the defendant Robert S. Ba-
23 ker made, executed, acknowledged and delivered, or made, or
24 executed, or acknowledged, or delivered to the said Pio Pico,
25 a, or any declaration of trust, wherein and whereby, or where-
26 in or whereby he covenanted and agreed, or covenanted or
27 agreed to and with, or to or with the said Pico that he would
28 bestow the same care and attention, or care or attention upon

1 or any U. S. patent whatsoever, dated the 14th day of Septem-
2 ber, 1880, or at any time or at all, or that any patent of
3 the United States of America, or any patent whatsoever was
4 issued upon, or unde~~s~~, or by virtue of the alleged and pre-
5 tended location mentioned in plaintiff's amended complaint,
6 and thereto attached and marked "Plaintiff's Exhibit A."

X

7
8 Denies, on information and belief, that the premises sur-
9 veyed and patented, or surveyed or patented, and mentioned in
10 said amended complaint, are the same that were pretended to
11 have been claimed and located, or claimed or located, as in
12 said amended complaint set forth, and therein said to be
13 known as the Pico Oil Springs Mine.

XI

14
15 Denies that, on or about the 12th day of April, 1876, or
16 at any time, or at all, the defendant Robert S. Baker and his
17 said alleged associates other than the said Pico, leased, for
18 the term of three years, or for any term, or at all, a, or
19 any part of the said Pico Oil Springs Mine, to one Ruben Den-
20 ton, or to any one whatsoever; and in this behalf defendant
21 avers that, on the 12th day of April, 1876, a lease was exe-
22 cuted by said Robert S. Baker, together with E. F. Beale,
23 Sanford Lyon and Christopher Leaming, as lessors, to the
24 said Ruben Denton in the amended complaint mentioned.

XII

25
26 Denies that, on or about the 5th day of May, 1876, the
27 said Ruben Denton in the amended complaint mentioned, assigned
28 and transferred, or assigned or transferred the said lease to
the defendant, the California Star Oil Works Company, but

1 the interest of the said Pico, so alleged to have been con-
2 veyed to him, as he did upon his own interest in said Pico
3 Oil Springs Claim, or that out of the profits and proceeds,
4 or profits, or proceeds, or any portion thereof, arising from
5 the use, or the working, or other disposition of the said
6 Pico Oil Springs Mine, or any portion thereof, or any inter-
7 est therein, he would pay over to the said Pico his alleged
8 and pretended proportionate share, or any share of whatever
9 might be realized therefrom;

VII

10
11 Alleges that this defendant has no information or belief
12 upon the subject sufficient to enable it to answer the allega-
13 tion of plaintiff's amended complaint "That soon after the
14 execution of the said deed and of the said declaration of
15 trust as aforesaid, it was discovered that a clerical error
16 existed in the said deed from said Pico to said Baker, in
17 this: that the grantee was written 'the party of the first
18 part', instead of 'the party of the second part,' as it had
19 been intended, and for the purpose of correcting said error,
20 and in order that the title and record thereof might stand as
21 it had been intended, the said Pio Pico, on the 14th day of
22 June, 1877, at the request of said Baker, made a deed of con-
23 veyance of the same property described in his deed of May
24 21st, 1877, to R. S. Baker, the same grantee as in the previ-
25 ous deed as aforesaid without any consideration whatever,"
26 and this defendant therefor denies that, soon after the exe-
27 cution of the deed attached to said amended complaint and
28 marked "Plff's Ex B" and of the alleged and pretended declara-

1 tion of trust in said amended complaint mentioned, or at any
2 time or at all, it was discovered that a clerical error ex-
3 isted in the said deed from said Pico to said Baker, in this
4 that the grantee was written "the party of the first part,"
5 instead of the "party of the second part," as it had been in-
6 tended, or that any clerical error whatsoever existed in said
7 written deed from said Pico to said Baker, or that, for the
8 purpose of correcting said error, the said Pio Pico, on the
9 14th day of June, 1877, or at any time or at all, at the re-
10 quest of said Baker, or otherwise or at all, made, a, or any
11 deed of conveyance of the same property described in said deed
12 of May 21st, 1877, to R.S. Baker, the same grantee as in the
13 previous deed, without any consideration whatever;

VIII

15 Denies that the two deeds attached to plaintiff's amended
16 complaint and marked respectively "Plaintiff's Exhibit B" and
17 "D" were, or are identical in form, except that in the last
18 deed the said alleged and pretended clerical error had been
19 corrected.

IX

21 Denies that, under and by virtue, or under or by virtue
22 of the mining laws, or of any law, or laws of the United
23 States, or otherwise, or at all, the said R. S. Baker, in the
24 amended complaint mentioned, and others, or any other, his as-
25 sociate, or associates interested in the said Pico Oil Springs
26 Mine, the grantees of the original locators and claimants of
27 said claim, or any of them, procured to be issued the U. S.
28 Patent for said Pico Oil Springs Mine, or any portion thereof.

1 or any U. S. patent whatsoever, dated the 14th day of Septem-
2 ber, 1880, or at any time or at all, or that any patent of
3 the United States of America, or any patent whatsoever was
4 issued upon, or unde~~s~~, or by virtue of the alleged and pre-
5 tended location mentioned in plaintiff's amended complaint,
6 and thereto attached and marked "Plaintiff's Exhibit A."

X

8 Denies, on information and belief, that the premises sur-
9 veyed and patented, or surveyed or patented, and mentioned in
10 said amended complaint, are the same that were pretended to
11 have been claimed and located, or claimed or located, as in
12 said amended complaint set forth, and therein said to be
13 known as the Pico Oil Springs Mine.

XI

15 Denies that, on or about the 12th day of April, 1876, or
16 at any time, or at all, the defendant Robert S. Baker and his
17 said alleged associates other than the said Pico, leased, for
18 the term of three years, or for any term, or at all, a, or
19 any part of the said Pico Oil Springs Mine, to one Ruben Den-
20 ton, or to any one whatsoever; and in this behalf defendant
21 avers that, on the 12th day of April, 1876, a lease was exe-
22 cuted by said Robert S. Baker, together with E. F. Beale,
23 Sanford Lyon and Christopher Leaming, as lessors, to the
24 said Ruben Denton in the amended complaint mentioned.

XII

26 Denies that, on or about the 5th day of May, 1876, the
27 said Ruben Denton in the amended complaint mentioned, assigned
28 and transferred, or assigned or transferred the said lease to
the defendant, the California Star Oil Works Company, but

1 alleges that, on said 5th day of May, 1876, the said lease in
2 the amended complaint mentioned passed by assignment to the
3 Star Oil Works Company, a corporation now and then organized
4 and existing under and by virtue of the laws of the State of
5 California.

XIII

6
7 Denies, on information and belief, that said lease was
8 ever assigned or transferred to this defendant, the California
9 Star Oil Works Company; and in this behalf alleges that, on
10 1876,
11 the 5th day of May, said lease and all the right, title and
12 interest of the said Denton therein, passed by assignment to
13 the Star Oil Works Company, a corporation as aforesaid.

XIV

14 Denies that, ~~on~~ by the terms of the alleged and pretend-
15 ed lease in said amended complaint mentioned, the defendant
16 Robert S. Baker, and his alleged associates other than the
17 said Pico, were to receive one eighth part, or any part of
18 all, or of any of the petroleum or mineral oils extracted
19 from the leased premises; and in this behalf alleges that the
20 said one eighth part of said petroleum, or mineral oils was
21 to be paid and delivered over by the lessee, under said lease,
22 to the defendant Robert S. Baker and to E. F. Beale, Sanford
23 Lyon and christopher Leaming.

XV

24
25 Denies, on information and belief, that one seventh part,
26 or that any part of all, or of any of the petroleum or mine-
27 ral oils ever extracted under said lease, or otherwise, or at
28 all, belonged to the said Pico.

XVI

1 Denies that the defendant corporation has retained, or
2 ever retained, or still retains any petroleum, or mineral oil,
3 or any oil, or other property whatsoever, belonging to the
4 said Pico in the amended complaint mentioned, or to the plaintiff.
5

XVII

6
7 Denies that the said Pico, in the amended complaint mentioned,
8 or the plaintiff, ever had any share in any petroleum,
9 or mineral oils extracted by the defendant corporation, or in
10 any petroleum oil, or property whatsoever, ever in its possession,
11 or under its control.

XVIII

12
13 Denies that the defendant corporation was ever at any
14 time, well advised, or that it was ever at all advised, prior
15 to the 19th day of July, 1886, of any of the facts and circumstances,
16 or facts or circumstances, in the amended complaint
17 alleged and pretended, which claim, or purport to claim that
18 the said Pico, or the plaintiff, ever had, or has any right,
19 title, or interest whatsoever in, or to the premises included
20 in the patent of the United States, for the Pico Oil Springs
21 Mine, in the amended complaint mentioned, or in, or to any
22 petroleum, or mineral oil, or other substance whatsoever that
23 ever may have been extracted, or that is now being extracted
24 from said premises, or any portion thereof.

XIX

25
26 Denies that the defendant corporation ever knew, or now
27 knows that the defendant Robert S. Baker ever held, or now
28 holds the alleged and pretended interest of the said Pico in

1 trust, as alleged in the amended complaint, or at all in
2 trust; and in this behalf the defendant corporation alleges
3 that it never heard any claim, and never had any reason to
4 suspect that there was any claim of the existence of the al-
5 leged and pretended trust set up in the amended complaint,
6 or of the execution of the alleged and pretended declaration
7 of trust therein mentioned, or of any fact or circumstances
8 concerning or relating to the same, up to and until the time
9 when this plaintiff, on the 19th day of July, 1886, filed a
10 complaint in the Circuit Court of the United States, for the
11 Northern District of California, in the Ninth Circuit, set-
12 ting forth the identical alleged and pretended causes of ac-
13 tion as are sued upon in this action.

XX

15 Denies that this defendant corporation ever conspired
16 and confederated, or conspired or confederated with its code-
17 fendants in this action, or with any person or persons, cor-
18 poration or corporations whatsoever, to cheat and defraud, or
19 to cheat, or defraud the said Pico, or the plaintiff, or any
20 one whatsoever, out of the alleged and pretended interest of
21 the said Pico, in said Pico Oil Springs Mining Claim, or out
22 of any interest, in any property, or thing whatsoever, or out
23 of any property, or thing whatsoever, or out of the proceeds
24 thereof, or of any of the same.

XXI

26 Denies that this defendant corporation ever agreed with
27 the defendant R. S. Baker, or with any person or persons, cor-
28 poration, or corporations whatsoever, or ever at all agreed

1 that the said Baker, and his alleged associates, or any of
2 them, or that any person, or persons, corporation, or corpora-
3 tions whatsoever, holding, or that ever held the legal title,
4 or any title to said Pico Oil Springs Mine, or to any portion
5 thereof, or to any mine, or property whatsoever, should con-
6 vey the same to this defendant corporation, by deed express-
7 ing upon its face a mere nominal consideration, but covertly
8 and secretly, or covertly or secretly there should be deliv-
9 ered to said Baker and his associates, or any~~xx~~ of them, or
10 to any person or persons, corporation or corporations whatso-
11 ever, whether as grantors named in said deed, or otherwise, or
12 at all, in payment for said conveyance, or in payment for any-
13 thing whatsoever, a ~~large~~, or any sum of money, or a large,
14 or any number of shares of the capital stock of the defendant
15 corporation, or any property, or thing whatsoever.

XXII

17 Denies that this defendant corporation ever agreed to or
18 with the said Baker, and his alleged and pretended associates
19 in the amended complaint mentioned, or to, or with any person
20 or persons, corporation or corporations whatsoever, that
21 there should covertly and secretly, or covertly or secretly
22 be delivered to the said Baker, and his said alleged and pre-
23 tended associates, or any of them, or to any person or persons,
24 corporation or corporations whatsoever, any money, capital
25 stock, or other property whatsoever, or that there ever was
26 in fact covertly or secretly delivered by this defendant cor-
27 poration, or by ~~any~~ any one, on its behalf, to the said Baker,
28 or to his alleged and pretended associates, in the amended

1 complaint mentioned, or to any person or, persons, corpora-
2 tion or corporations, whatsoever, any money, capital stock or
3 property whatsoever.

XXIII

4
5 Denies that, on or about the 15th day of August, 1882,
6 or ever at any time, or at all, in pursuance of the alleged
7 and pretended agreement set forth in the amended complaint ,
8 or for carrying out the alleged and pretended fraudulent pur-
9 poses, or any of the same, therein mentioned, the defendant
10 R. S. Baker, and his alleged and pretended cotenants, or any
11 person, or persons, corporation, or corporations, whatsoever,
12 conveyed, by deed of that date, or of any date, or at all con-
13 veyed the entire Pico Oil Springs Mine, as the same was pat-
14 ented as alleged in the amended complaint, or any mine, or
15 property whatsoever, by a grant, bargain and sale deed, or by
16 any deed or conveyance whatsoever, for the consideration of
17 five dollars, or for any consideration, or otherwise, or at
18 all.

XXIV

19
20 Denies that there ever was any fraudulent purposes, or
21 purpose whatsoever, connected with, or relating to the deed
22 dated August 15th, 1882, or connected with, or relating to
23 any business, or transactions whatsoever between this defend-
24 ant corporation and its codefendants, or either of them, or
25 any other person or persons, corporation or corporations what-
26 soever.

XXV

27
28 Denies that the consideration expressed in the deed of

1 August 15th, 1882, in the amended complaint mentioned, was
2 untrue, or that it did not express the true consideration
3 therefor; and in this behalf alleges that the consideration
4 of five dollars in said deed expressed was true, but was not
5 the entire consideration for the execution and delivery of
6 said deed, the remaining consideration therefor being four
7 thousand two hundred and eighty six shares of the capital
8 stock of the defendant corporation, two thousand one hundred
9 and forty three shares of said capital stock being issued to
10 and in the name of, and being delivered to the defendant Ba-
11 ker, and the remaining two thousand one hundred and forty
12 three shares of said capital stock being issued and delivered
13 to and upon the order of Edward F. Beale.

XXVI

15 Denies that the consideration expressed in said deed of
16 August 15th, 1882, was fraudulent and deceptive, or fraudu-
17 lent or deceptive, or that it was intended to deceive, or
18 that it did deceive the said Pico, plaintiff's assignor, or
19 anyone whatsoever.

XXVII

21 Denies that the defendant corporation ever delivered to
22 the defendant Baker, and his cograntor in said deed of August
23 15th, 1882, or to either of them, or to any person or persons
24 one hundred and fifty thousand dollars (\$150,000) in cash, or
25 any dollars, or money, or cash whatsoever, as the considera-
26 *or as any part of the consideration*
tion for said deed, except the sum of five dollars (\$5) there-
27 in mentioned as the consideration thereof
28

XXVIII

1
2 Denies that the defendant corporation ever delivered to
3 the defendant Baker and his cograntor in the deed of August
4 15th, 1882, or to either of them, any number of shares, or
5 any share, or shares of the capital stock of the defendant
6 corporation, other than and except the four thousand two hun-
7 dred and eighty six (4286) shares of said capital stock in
8 this answer above mentioned.

XXIX

9
10 Denies that the defendant R. S. Baker, ever transferred
11 and assigned, or transferred or assigned any share or shares
12 of the capital stock of the defendant corporation to the de-
13 fendant Arcadia Baker, or to any person or persons, corpora-
14 tion or corporations whatsoever; and in this behalf the de-
15 fendant alleges that all and singular the two thousand one
16 hundred and forty three shares of its capital stock original-
17 ly issued to, and in the name of, and delivered to said de-
18 fendant Baker, as part consideration for said conveyance of
19 August 15th, 1882, ever since continuously have stood, and
20 still stands in the name of the defendant R. S. Baker, upon
21 the books of this defendant corporation.

XXX

22
23 Admits that the defendant corporation paid to the de-
24 fendant R. S. Baker, and that said Baker received certain
25 dividends upon each share of the two thousand one hundred and
26 forty three shares of stock owned and held by him, but denies
27 that said dividends were paid to him monthly; and in this be-
28 half alleges that many months elapsed in which no dividends

1 whatsoever were paid to, or received by the defendant R. S.
2 Baker, upon any share of said stock, or otherwise or at all.

3 XXXI

4 Denies that any dividends whatsoever were ever paid by
5 this corporation to, or were ever received from this corpora-
6 tion by the defendant, Arcadia Baker.

7 XXXII

8 Denies that any act or transaction in the amended com-
9 plaint related and averred, or related or averred did not be-
10 come known to the said Pio Pico therein mentioned till the
11 month of February, 1884; and in this behalf defendant alleges
12 upon information and belief, that all and singular the acts
13 and transactions in the amended complaint related, averred
14 and pretended, became known to the said Pio Pico therein mene-
15 tioned, at the time, or very soon after their occurrence.

16 XXXIII

17 Denies, on information and belief, that the said Pio
18 Pico, in the amended complaint mentioned, on the 9th day of
19 March, 1886, or at any time, or at all, by an instrument in
20 writing, or otherwise, or at all, for a valuable, or any con-
21 sideration, or in any manner, or at all, duly, or at all sold,
22 assigned and transferred, or sold, or assigned, or transferred
23 all his right, title and interest, or all, or any of his
24 right, or title, or interest, of, in and to, or of, or in,
25 or to the Pico Oil Springs Mine, in the amended complaint men-
26 tioned, or any portion thereof, or the proceeds thereof, or
27 any of the same, to Juan M. Luco, the plaintiff herein, or to
28 any person or persons, corporation or corporations whatsoever

XXXIV

1
2 And for a further and separate defense to said amended
3 complaint, this defendant alleges that said amended complaint,
4 and all and singular the alleged and pretended causes of ac-
5 tion therein set forth, is and are, each and all of them,
6 barred by the provisions of sections 312 and 318 of the Code
7 of Civil Procedure.

XXXV

8
9 And for a further and separate defense to said amended
10 complaint, this defendant alleges that said amended complaint,
11 and all and singular the alleged and pretended causes of ac-
12 tion therein set forth, is and are, ~~xxxxx~~ each and all of
13 them, barred by the provisions of sections 312 and 319 of the
14 Code of Civil Procedure.

XXXVI

15
16 And for a further and separate defense to said amended
17 complaint, this defendant alleges that said amended complaint,
18 and all and singular the alleged and pretended causes of ac-
19 tion therein set forth, is and are, each and all of them,
20 barred by the provisions of section 335 and subdivision 2 of
21 section 336 of the Code of Civil Procedure.

XXXVII

22
23 And for a further and separate defense to said amended
24 complaint, this defendant alleges that said amended complaint,
25 and all and singular the alleged and pretended causes of ac-
26 tion therein set forth, is and are, each and all of them,
27 barred by the provisions of section 335 and 337 of the Code of
28 Civil Procedure.

XXVIII

1
2 And for a further and separate defense to said amended
3 complaint, this defendant alleges that said amended complaint
4 ~~is and are~~ and all and singular the alleged and pretended
5 causes of action therein set forth, is and are each and all
6 of them, barred by the provisions of section 335 and by sub-
7 divisions 2 and 4 of section 338 of the Code of Civil Pro-
8 cedure.

XXXIX

9
10 And for a further and separate defense to said amended
11 complaint, this defendant alleges that said amended complaint
12 and all and singular the alleged and pretended causes of ac-
13 tion therein set forth, is and are, each and all of them,
14 barred by the provisions of section 335 and by subdivision 1
15 of section 339 of the Code of Civil Procedure.

XL

16
17 And for a further and separate defense to said amended
18 complaint, this defendant alleges that said amended complaint,
19 and all and singular the alleged and pretended causes of ac-
20 tion therein set forth, is and are, each and all of them,
21 barred by the provisions of sections 335 and 343 of the Code
22 of Civil Procedure.

XLI

23
24 And for a further and separate defense to said amended
25 complaint, this defendant alleges that plaintiff, and his said
26 assignor have, both and each of them, been guilty of great
27 and unpardonable delay, laches and neglect in preferring
28 their alleged claims, and in setting forth their pretended
causes of action, and in commencing this action; and that

1 plaintiff is, therefore, not entitled to any relief in this
2 Court.

3 XLII

4 And for a further and separate defense to said amended
5 complaint, this defendant corporation alleges that plaintiff
6 ought not to have or maintain this action; and in this behalf
7 avers that, continuously ever since the 28th day of June,
8 1879, it has been and now is in the actual, open, notorious,
9 exclusive and adverse possession of all and singular the prem-
10 ises described in the amended complaint, and in the patent of
11 the United States therein mentioned, and each and every por-
12 tion thereof, claiming the same, and each and every portion
13 thereof, adversely and in hostility to all the world, and,
14 particularly, to the said Pio Pico, in said amended complaint
15 mentioned, his successors and assigns;

16 That during each and every year of said period, continu-
17 ously, up to the present time, certain state taxes of the
18 State of California, and certain county taxes of the County
19 of Los Angeles in said State, have been levied and assessed
20 upon said premises and the improvements thereon, and that all
21 and singular the said taxes, both State and County, have been
22 paid by this defendant corporation, and by no other person or
23 persons, corporation or corporations whatsoever, and that
24 neither the said Pico in the amended complaint mentioned, nor
25 the plaintiff, nor any person or corporation except the de-
26 fendant corporation, has or have ever paid any taxes, either
27 State, County or municipal, or any taxes or assessments what-
28 soever, upon said premises, or any portion thereof, or upon

1 the improvements thereon, or any of the same.

XLIII

2
3 And for a further and separate defense to said amended
4 complaint, this defendant alleges that heretofore, to wit, on
5 the 14th day of June, A. D. 1877, the said Pio Pico, in the
6 amended complaint mentioned, duly conveyed by deed in writ-
7 ing, of grant, bargain and sale, unto the defendant R. S. Ba-
8 ker and to his heirs and assigns forever, all his, the said
9 Pico's right, title and interest of, in and to the premises
10 described in the amended complaint, and in the patent of the
11 United States therein mentioned, and every portion thereof,
12 to have and to hold all and singular the same, together with
13 the appurtenances, unto the said Baker, and his heirs and
14 assigns forever, which said deed is attached to plaintiff's
15 amended complaint and is therein marked "Exhibit D";

16 That said deed was, on said 14th day of June, 1877, duly
17 acknowledged, by the said Pico, so as to entitle the same to
18 be recorded, and the same was thereafter, on the 16th day of
19 June, 1877, duly recorded in the office of and with the Re-
20 corder of the County of Los Angeles, State of California, in
21 Book 54 of Deeds, at page 430 thereof;

22 That the alleged and pretended declaration of trust at-
23 tached to the amended complaint, and marked "Plaintiff's Ex-
24 hibit C", never was recorded in the office of, or with the
25 Recorder of the County of Los Angeles, State of California,
26 in which the premises described in the amended complaint, and
27 every portion thereof, always have been and still are situ-
28 ated, nor was said alleged and pretended declaration of trust

1 anywhere or at all recirded, until the 14th day of July, 1886,
2 and that neither this defendant corporation, nor anyof its
3 officers, agents or attorneys ever had any knowledge, or no-
4 tice whatsoever of the said alleged and pretended declaration
5 of trust, or of any claim that the defendant R. S. Baker ever
6 held any interest in said premises, or any portion thereof,
7 in trust, or otherwise, for the said Pio Pico, or for any one
8 whatsoever, until the 19th day of July, 1886, when plaintiff
9 filed in the Circuit Court of the United States, for the, Nor-
10 thernDistrict of California, in the Ninth Circuit, a com-
11 plaint, identical in form, and for the same alleged and pre-
12 tended causes of action as are set forth in the amended com-
13 plaint herein, and that neither this defendant corporation,
14 nor any of its officers, agents, or attorneys had any means
15 of notice or knowledge of the execution or existence of the
16 said alleged and pretended declaration of trust, or of any
17 fact or circumstance concerning, or in relation to the same
18 until said 19th day of July, 1886;

19 That on the 15th day of August, 1882, this defendant
20 corporation was possessed of a large amount of valuable prop-
21 erty and good will, and its capital stock was of large actual
22 value, and, on said day, it purchased of and from the defend-
23 ant R. S. Baker all and singular his right, title and interest
24 of, in and to the premises described in the amended complaint
25 and in the patent of the United States of America therein men-
26 tioned, and each and every portion thereof, for a large and
27 valuable consideration, then and there, actually and in good
28 faith, paid to the said R. S. Baker, towit, for the sum of

1 five dollars (\$5) in gold coin, of the United States of Ameri-
2 ca, then and there to him in hand paid, and for two thousand
3 one hundred and forty three (2143) shares of the capital
4 stock of the defendant corporation, which said capital stock
5 was, thereafter, on the 17th day of October, 1882, transferred
6 to and in the name of said R. S. Baker, on the books of the
7 defendant corporation, and for which certificates of said
8 capital stock, representing the said two thousand one hundred
9 and forty three (2143) shares were ~~xxxxxxx~~ actually issued
10 to and in the name of said Baker, on the 17th day of October
11 1882, and were, thereupon, delivered to him.

12 That the payment of said money consideration and the
13 issuance and delivery to said Baker of said capital stock
14 were made in perfect good faith, and without any knowledge or
15 notice, or means of knowledge or notice, of the alleged and
16 pretended declaration of trust, in the amended complaint men-
17 tioned, or of any fact or circumstance connected therewith,
18 or relating thereto, and that this defendant corporation
19 would never have purchased or accepted any conveyance from
20 said Baker of his said right, title and interest, of, in and
21 to the said premises, and would never have paid to him the
22 said money consideration, or issued or delivered to him the
23 said capital stock, if it had known or suspected the existence
24 or execution of the said alleged and pretended declaration of
25 trust, or any fact or circumstance relating thereto;

26 That in pursuance of said purchase, the said defendant,
27 R. S. Baker, duly executed and delivered to this defendant
28 corporation, on said 15th day of August, 1882, a deed of

1 grant, bargain and sale, inwriting, conveying to this defend-
2 ant corporation the premises described in the amended com-
3 plaint, and in the Patent of the United States therein re-
4 ferred to, and each and every portion thereof, and that said
5 deed was, on said last mentioned day, duly acknowledged so as
6 to entitle the same to be recorded, and was thereafter, on
7 the 23d day of March, 1882, recorded in the office of and
8 with the Recorder of the said County of Los Angeles, State of
9 California, in Book 103 of Deeds, at page 253 thereof.

XLIV

11 And for a further and separate defense to the amended
12 complaint, this defendant avers, on information and belief,
13 that heretofore, to wit, during the month of March, 1879, the
14 defendant R. S. Baker, together with E. F. Beale, duly made
15 and filed in the United States Land Office, at Los Angeles,
16 the same being the Land Office for the Land District in which
17 the premises mentioned in the complaint and every portion
18 thereof, always have been and still are situated, an applica-
19 tion, in writing, in due form, for a patent of the United
20 States, which said application was under oath and duly veri-
21 fied, and showed a compliance with all and singular the laws
22 of the United States, and of the State of California, and the
23 local rules, regulations and customs prevailing, or that ever
24 had prevailed in the local Mining District in which said prem-
25 ises were and always had been situated;

26 This defendant avers, on information and belief, that
27 said application recited among other things, that said prem-
28 ises had been duly discovered and located by Jesus Hernandez

1 and Ramon Perea, who duly located and entered into possession
2 thereof, in the month of January, 1865, and who duly caused
3 to be recorded a notice of location of said premises, in
4 their own names, as locators, on the 22d day of May, 1865,
5 in the office of and with the Recorder of the County of Los
6 Angeles; that at the time of said location, the said prem-
7 ises, and every portion thereof, were ~~located~~ situated within
8 the limits of the Los Angeles Asphaltum and Petroleum Mining
9 District, and that a copy of said notice of location was duly
10 recorded in the records of said last named Mining District;
11 that said applicants and their grantors were and had been,
12 ever since the date of said location, in the actual, open, no-
13 torious, continuous, exclusive and adverse possession of said
14 premises, and each and every portion thereof, and that said
15 possession had been always maintained and had been perfected,
16 in compliance with the rules, regulations and customs of said
17 Los Angeles Asphaltum and Petroleum Mining District; that sub-
18 sequently thereto, and during the month of June, 1865, the
19 San Fernando Petroleum Mining District had been formed and
20 ~~carved~~ carved out of the said Los Angeles Asphaltum and Petro-
21 leum Mining District, and that said San Fernando Petroleum
22 Mining District embraced all and singular the said mining
23 ground and premises mentioned in said application; that the
24 mining laws, rules, regulations and customs of said San Fer-
25 nando Petroleum Mining District, and of the miners therein,
26 expressly recognized all claims and locations made or held
27 under the mining laws, rules, regulations and customs of said
28 Los Angeles Asphaltum and Petroleum Mining District and of

1 the miners therein and expressly ratified and continued the
2 same in force under the said San Fernando Petroleum Mining
3 District; that continuously since the location of said claim
4 and up to and until the date of the formation of the said San
5 Fernando Petroleum Mining District, applicants and their
6 grantors had held and worked said premises and claim under
7 and in accordance with all and singular the local laws, rules
8 regulations and customs of the said, Los Angeles Asphaltum
9 and Petroleum Mining District, and of the miners therein, as
10 well as under and in accordance with the laws of the State of
11 California and of the United States, and that, subsequently
12 to the formation of said San Fernando Petroleum Mining District
13 applicants and their grantors had held and worked said premi-
14 ses and claim under and in accordance with all and singular
15 the local laws, rules, regulations and customs of said last
16 named District, and of the miners therein, as well as under
17 and in accordance with the laws of the State of California
18 and of the United States; that said Hernandez and Perea had
19 subsequently to said location and prior to the said applica-
20 tion, conveyed all and singular the said mining claim and
21 premises to the said defendant R. S. Baker, and that said
22 Baker had on the 4th day of February, 1879, conveyed one half
23 ($\frac{1}{2}$) of said claim and premises to Edward F. Beale, his co-
24 applicant; that applicants had expended large sums of money
25 in the improvement and development of said mining claim and
26 premises and in extracting oil therefrom, amounting to upwards
27 of five thousand dollars (\$5000) in gold coin of the United
28 States; that applicants had, on the 12th day of April, 1876,

1 leased a portion of said mining claim and premises to ~~xxxx~~ one
2 Ruben Denton who had thereafter assigned the same to this de-
3 fendant; that this defendant had failed to, comply with the
4 conditions of said lease and that suit had been brought by
5 applicants to annul and cancel the same; that applicants
6 then were and always had been in the actual, open, notorious,
7 exclusive and adverse possession of said mining claim and prem-
8 ises and of every portion thereof, and that no expenditures
9 had been made or work done upon said ~~xxx~~ mining claim, or
10 premises, or any portion thereof, except by themselves, or
11 under their direction and authority; that said location and
12 mining claim of applicants and their grantors had always been
13 respected and protected by the miners, in both the mining
14 Districts aforesaid, and that applicants and their grantors
15 having been in the undisturbed possession of said mining
16 claim and premises and every portion thereof for a longer
17 time than that prescribed by the statute of limitations for
18 mining claims of the State of California, claimed that they
19 are entitled to a patent for said mining claim and premises
20 and every portion thereof.

21 This defendant further alleges, upon information and be-
22 lief, that said application was duly supported by the requi -
23 site proofs and affidavits and that there was attached to
24 such application a plat and field notes of said claim, made
25 by and under the direction of the United States Surveyor Gen-
26 eral for the State of California, showing accurately the boun-
27 daries of said claim, as the same are described in said pat-
28 ent, and that applicants did, at the time of said applica-

1 tion, duly post a copy of such plat, together with a notice
2 of said application for patent, in a conspicuous place on the
3 land embraced in said plat and application, previous to the
4 filing of said application for patent, and did duly file an
5 affidavit of two credible persons that such notice had been
6 duly posted, and did duly file a copy of said notice in said
7 United States Land Office, and that, thereafter, the Register
8 of the said United States Land Office did duly publish a no-
9 tice that said application for patent had been made, for a
10 period of sixty (60) days, in a newspaper by him designated
11 as published nearest to said claim, and did, also, duly post
12 said notice, in his office, for the same period, and that said
13 applicants and claimants did, within said period of sixty
14 (60) days publication, duly file with The Register of said
15 United States Land Office a certificate of the United States
16 Surveyor General, in due form, that over five hundred dollars
17 (\$500) worth of labor had been expended and improvements made
18 upon said mining claim by themselves, and that the said plat
19 was correct, with such further description, with reference
20 to natural objects and permanent monuments, as identified the
21 claim and furnished an accurate description thereof to be
22 incorporated in the patent to be thereafter issued;

23 That at the expiration of said sixty (60) days publica-
24 tion, said claimants and applicants duly filed their affidavit
25 showing that said plat and notice had been posted in a con-
26 spicuous place on said claim, during said period of publica-
27 tion;

28 That within said sixty (60) days period of publication

1 no person or persons, corporation or corporations whatsoever
2 claiming under or through the location mentioned in the amend-
3 ed complaint, and thereto attached and marked "Plaintiff's
4 Exhibit A", and that no person, or persons, corporation or
5 corporations whatsoever filed with the Register and Receiver
6 of the said United States Land Office an adverse claim to the
7 said mining ground and premises or to any portion thereof ;

8 That such proceedings were thereafter had, in the said
9 United States Land Office, and before the Register and Re-
10 ceiver thereof, that the application of the said Baker and
11 Beale for said patent was approved and sustained, and the
12 whole of the proceedings in the matter of said application
13 were certified, by the Register, of said United States Land
14 Office, to the Commissioner of the General Land Office at
15 Washington, and thereafter, upon the 14th day of September,
16 1880, a patent of the United States of America was duly is-
17 sued to and in the names of the defendant R. S. Baker and the
18 said E. F. Beale, ~~and~~ as grantees in said patent, and said
19 patent was thereafter delivered to the said Baker and the
20 said Beale, and was thereupon by them duly recorded in the
21 office of and with the County Recorder of the said County of
22 Los Angeles;

23 That said patent was duly issued, made and given, and
24 that the same was issued upon and for the said application,
25 as so made by the said Baker and the said Beale, and upon the
26 said location of the said Hernandez and ^{the said} Perea, and upon the
27 said adverse and exclusive possession so held by them and
28 their grantees, and not otherwise.

1 And this defendant alleges that the said patent so is-
 2 sued by the United States of America to the said Baker and
 3 the said Beale is conclusive that neither the plaintiff, nor
 4 his assignor, the said Pico, ever had or has any right, title
 5 or interest whatsoever in or to the mining claim or premises
 6 in the amended complaint mentioned, or any portion thereof,
 7 and that the said location mentioned in the amended complaint,
 8 and
 9 a copy of ~~xxxxx~~ the notice of which is thereto attached and
 10 marked "Plaintiff's Exhibit A", was and is of no validity,
 11 value or effect whatsoever, and was, in law and in fact, no
 12 location whatsoever, nor any notice thereof, and that all and
 13 singular the alleged and pretended rights and claims of the
 14 plaintiff, and of his said assignor, the said Pico, in or to
 15 the said mining claim or premises, or any portion thereof,
 16 are barred, cut off and concluded by the issuance of the said
 17 patent of the United States, upon the said location so made
 18 by the said Hernandez and Perea, and upon the said adverse
 19 and exclusive possession so held by them and their grantees,
 20 and that plaintiff ~~xxxxx~~ is and of equity should be estopped
 21 from asserting the same.

22 Wherefore said defendant corporation prays that plaintiff
 23 take nothing by his said complaint, ~~and for its costs~~, and
 24 that it be hence dismissed with its costs.

25 *Pillsbury & Blanding*
 26 Attorneys for Defendant

27 California Star Oil Works Company

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STATE OF CALIFORNIA, }
CITY AND COUNTY OF SAN FRANCISCO, } ss.

D. G. Scofield

being first duly sworn, deposes and says that he is *an officer, to wit,*
president, of the California Star Oil Works Com-

pany, a corporation, one of

the defendants in the above entitled action, that he has read the foregoing

..... ANSWER in said action and knows the contents

thereof, and that the same is true of his own knowledge, except as to the

matters which are therein stated on information or belief, and as to those mat-

ters that he believes it to be true.

Subscribed and Sworn to before me this *3*

day of *August* A. D. 188*7*

Howard Smith

D. G. Scofield

Notary Public.