

The Castros of Soquel

By
Ronald Powell

With an introduction by
Stanley D. Stevens

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**THE
CASTROS
OF
SOQUEL**

by Ronald Powell

I have reviewed my files related to my friend Ronald Gabriel Powell (1931-2010). My association with him began sometime before 1998 when he frequented the Map Room at UCSC McHenry Library. I don't have an exact date when I realized that his interest was in the history of Santa Cruz County, particularly the Mexican ranchos of Martina Castro, the Rancho Soquel, and the Rancho Soquel Augmentation. His research focused on logging-railroads and land ownership. My own interest was on land ownership because it involves the many thousands of acres acquired by Frederick Augustus Hihn, the primary focus of my research.

I supported Ron by making a deal with him so that he would produce copies of relevant articles generated from newspapers on microfilm, about Hihn, while he was finding items about his subjects. I would cover the cost of those photocopies and he would share his discoveries.

This association led to his documentation of "The Frederick Augustus Hihn Story," as related in his fifty-two files that he eventually donated to the Hihn-Younger Archive at Special Collections of the University Library. Included in these volumes are many original maps of the ranchos: historic sites, land ownership, and railroads.

I have two documents that express Ron's attitude about sharing his research. The first, a Letter of Gift dated March 7, 1998, he specified that "*the materials included in this gift shall be identified as the Ronald Powell Collection ..., and when used and/or copied for research purposes, reference to this source will be included as an acknowledgement.*"

The second document echoes Ron's condition for the use of his research: "*All my books and photos are designed for public use and may be copied and reproduced in any medium with the stipulation that Acknowledgment be given to the source: The Ronald G. Powell Collection.*"

None of his research, in whatever form, was submitted for Copyright protection.

The Castros of Soquel, a 396-page genealogy- history of that family, bears no claim of Copyright; a simple line states that the work was compiled "by Ronald Powell."

Acknowledgment is given to *The Ronald G. Powell Collection*, with enduring thanks.

Stanley D. Stevens
Santa Cruz, CA June 1, 2019

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Introduction

TO THE READER:

This book is the culmination of over 16 years of frustrations, researching and writing. What began as a simple hike into the Forest of Nisene Marks State Park to enjoy the serenity provided there soon evolved in researching the story of the Loma Prieta Lumber Company, the Grover & Company, the ever complicated early-day pioneer Frederick A. Hihn and an assortment of additional personalities, each with their own story to tell.

After several frustrating years I realized that to truly understand the history of the area I was hiking and exploring, the story of the entire area....not just a small portion....was necessary. After realizing this and my research effort expanded, understanding finally began. But to fully understand the story of the area, history must be traced back to 1833 when the Mexican Government gave a land grant to Martina Castro.

With the publication of this book, only the "tip" of the iceberg has been exposed, so to speak. Still to come are the 27 stories still hiding within the Soquel Augmentation, plus the publication of the nine Appendixes that support this book.

The format of this book is not to the liking of a publisher interested in profit, but in truth, profit from a book with the subject covered here will never be achieved using any format. Because the story presented in this book is extremely complicated, and dispels so much accepted history of the Soquel/Capitola and Soquel Augmentation areas, a different approach was decided upon. It was decided not to attempt a narrative style format, but instead present the story in a "date sequence style" beginning with the earliest known date concerning Martina's grandparents, Joaquin Ysidro Castro and his wife. It is hoped that this simplified style of presentation will be of more assistance to future historians.

As a side note here, I decided to publish this book on a limited scale myself for several reasons: First....only minimal profit, if any, is possible from a book of this type and size; Second....because the story presented corrects so much of the covered area's written history, no organization or person would accept it on face value (in other words, much time would be spent in answering questions and in education); and Third.... editing and rewriting would only add an additional delay to an already frustrating and excessively long period.

NOTE: I have in my files all of the backup and reference material used in compiling this book.....

Sincerely,

Ronald Powell

Introduction

Maria Martina Castro y Amador was the granddaughter of Joaquin Ysidro Castro, the first member of this distinguished aristocratic family to enter AND settle in Upper California. After Mexico won its independence from Spain in 1822 it stopped the policy started by the King and Queen (of Spain), the giving away of land as an award for serving the crown. By 1824 Mexico decided to reestablish Spain's policy of giving away land, but unlike Spain's, in which the given land returned to the crown when the grantee died, they (Mexico) would give the land to the qualified requestor for life and beyond.

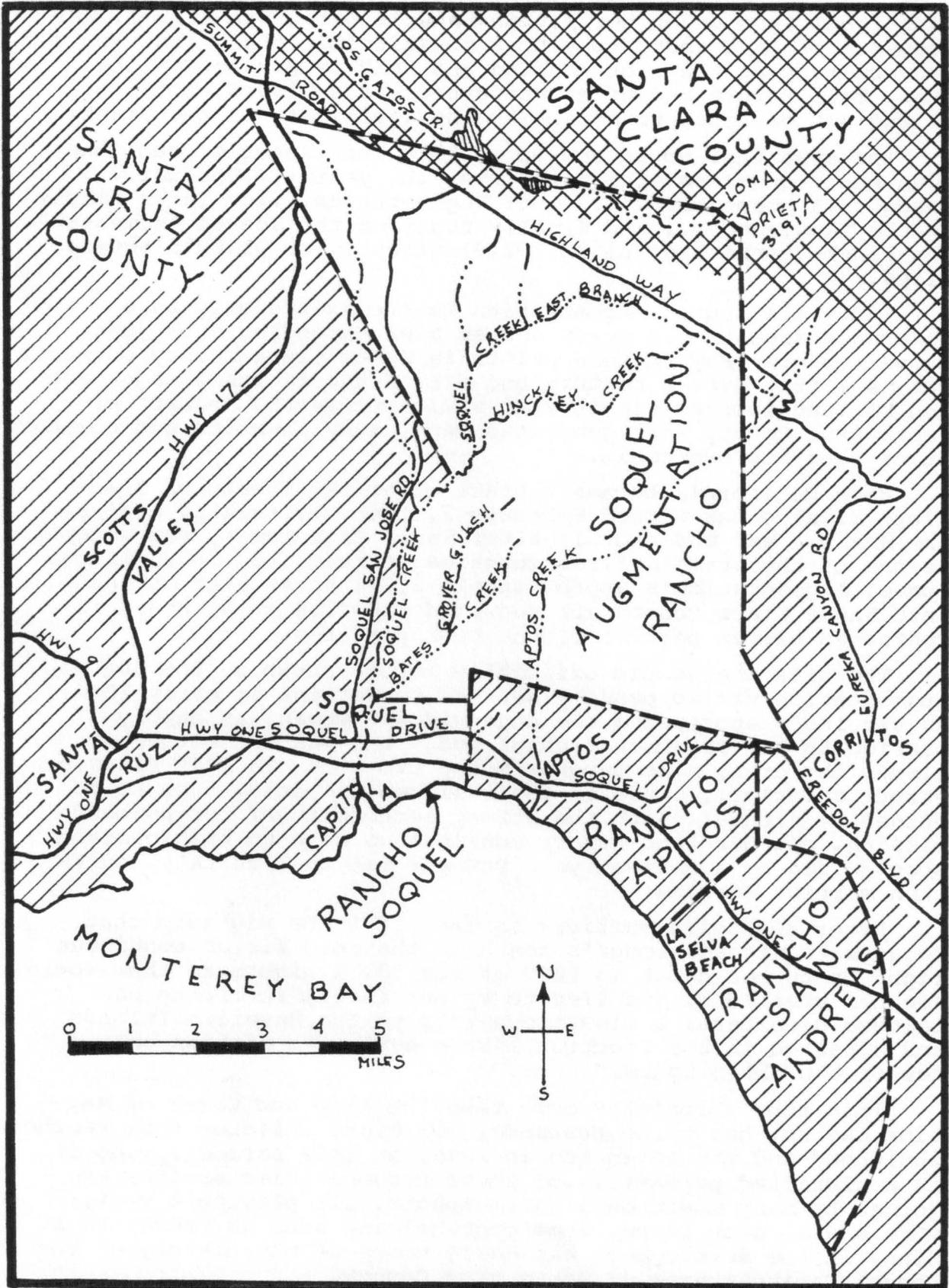
The land that Mexico began giving away was under the control of the Missions. The land was either sold outright to secular investors (persons not connected with the church) or given outright to persons that later could be taxed for income. The taking away of the lands from the missions was called the Act of Secularization, and while it was unofficially established in 1833, it was not until the Mexican Congress passed the law on April 16, 1834 that the giving away of land became official.

When it became known that land was available for the asking, the then Governor Jose Figueroa was besieged with requests for land throughout the lands north of Lower California (Baja California). In what would eventually become Santa Cruz County, Martina's father Jose Joaquin Castro was the first to apply for a grant, being given Rancho San Andres. The second to apply was Martina's brother Rafael, being awarded Rancho Aptos. When Martina, living with her second husband, an Irishman named Michael Lodge in Branciforte heard of her brother's award, she felt that she should apply for a grant.

Neither Martina or her husband wanted, or desired a vast amount of land, being satisfied with the land between the Soquel River and Borregas Gulch, extending from the bay north to the junction of the latter river and Bates Creek. This land satisfied their wants and needs, it was more than satisfactory for cultivating. Martina and Michael applied for the land in late 1833 and received it, called simply "Soquel" by the Mexican authorities when it was awarded officially in early 1834.

For eight years Martina and Michael endured the problem of having the eastern half of the Rancho Soquel made useless by Rafael's cattle and sheep which easily crossed shallow Borregas Gulch and invaded their lands. In late 1843 Martina approached the Governor with her problem, requesting through one of her son-in-law's additional land called "Yesca or Palo de la Yesca" where they could graze their cattle and cultivate without the worry of Rafael's animals. Martina asked for the

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RANCHO SOQUEL & SOQUEL AUGMENTATION LOCATION

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additional land under her patron Saint's name, San Miguel. Her request for land ended up with a questionable grant that would require many of the high ranking and notable persons in the area, both before and after statehood was achieved, both in and out of court, to establish the legitimacy of the grant.

The area that would end up as this questionable grant has been known under several names over the years....Shoquel....Yesca....Augmentation....Soquel Augmentation....or later simply as the "Augmento"....and finally today as the Soquel Augmentation Rancho consisting of 32,702.41 acres....or 51.0975 square miles.

Today the Soquel Augmentation Rancho exists only as a reference area in old deeds and an area extending from just above Monterey Bay to Loma Prieta in Santa Clara County on maps. But, a little over a century and a half ago it was a major section of land located within what would become the "heart" of Santa Cruz County that generated many, many lawsuits and counter suits over its ownership.

When California became a state after the Treaty of Guadalupe Hidalgo was signed February 2, 1848, officially ending the Mexican War and shortly after Santa Cruz County was accepted as one of the state's first counties February 18, 1850, if the Soquel Augmentation's approximately 2,288 acres that extend into Santa Clara County are deducted from its total area, it contained eleven percent of the county's area.

The area that would officially become known as the Soquel Augmentation was supposedly awarded to Martina in early 1844. As the 1850s approached the once widowed woman was happily married to the Irishman Michael Lodge and was the mother of eleven children, nine daughters and two sons. In 1849 disaster struck quickly....three of the children are dead, soon to be joined by Michael. With the strong leadership of her husband missing, now her land-hungry son-in-laws move to the forefront soon joined by a sixteen year younger man that quickly courts then marries Martina.

After her third marriage in late 1849 the nightmare that began with Michael Lodge's death in the gold fields continued right up to her death in 1890 at age 83. A nightmare that would see her cheated by and lied to by her family including her beloved daughters, a disastrous trip to the Hawaiian Islands and a period in the Stockton Insane Asylum to mention only a few of the "highlights."

This book chronicles more than the life and times of Martina Castro, her three husbands, her eight children that reached adulthood and the seven son-in-laws, it is a parade.....no it is a glorified pageant....of these personalities as they are joined by many additional participants, all playing a part, some small, some large, some overwhelming such as Frederick A. Hihn, in the development and early times of the history of the Soquel/Capitola area of Santa Cruz County.

Background

To understand how Martina Castro came to own eleven percent of Santa Cruz County and a small section in Santa Clara County, we must begin the story the moment when Christopher Columbus returned to the Spanish Court after discovering the New World. Once the news was out it did not take long before there were conflicts between Spain and Portugal over control of the lands as they were discovered. Therefore on May 4, 1493 Pope Alexander VI issued a decree called the Partition of the Ocean in which he established the boundry between the two countries in the New World. All of North America and the upper portion of South America was declared a Royal possession of the Spanish crown, the personal property of Queen Isabella and King Ferdinand and their heirs forever. All of the lands below the boundry line belonged to Portugal.

Soon after the Pope's decree, Spain established Mexico City as the location for their "New World" National Capitol, then a mere 50 years later ships bearing the flag of Colonial Spain were cruising off the coast of what would later become known as Santa Cruz County. One of these ships was captained by Juan Rodriguez Cabrillo, a Portuguese who had previously served the King of Spain in Mexico and Guatemala. He was leading a small squadron of ships north from Mexico to explore the unknown coastline. In an epic voyage of discovery in 1542, Cabrillo first sailed up the California coast to a point somewhere in what is now Sonoma County, then on the return trip, on November 16, 1542 he anchored in what he called the "Bajia de los Pinos" or "Pine Tree Bay," which several historians believe was northern Monterey Bay.

Cabrillo did not come ashore because the surf was too heavy, so we have to depend upon Sebastian Vizcaino's voyage in 1602 for the first description of the Santa Cruz County area. Sebastian had been ordered to make an exploratory voyage along the California coast and make accurate maps. On December 16, 1602, his squadron of three ships entered Monterey Bay, which he named in honor of Gaspar de Zuniga y Azevedo, the viceroy of New Spain and Count of Monterey, under whose authority he was commissioned.

Sebastian Vizcaino described Monterey Bay as: "the best port that could be desired, for besides being sheltered from all winds it has many pines for masts and yards, and live oak and white oaks, and water in great quantity, all near the shore." He recommended Monterey Bay as a safe haven for the Manila Galleons returning from the Orient. During his exploration of the area, he named the "Punta de Pinos" to the south of the bay, and "Punta Ano Nuevo" to the north, as well as the "Rio Carmelo (Carmel River) flowing into the ocean just to the south of today's town of Monterey. Vizcaino, like all explorers before him missed San Francisco Bay.

During his two week stay anchored in the bay, he and his crew made a number of trips ashore, meeting there the local Indians. Vizcaino wrote of the local Indians as follows:

"The land is well populated with Indians without number, many of whom came on different occasions to our camp. They seem to be gentle and peaceful people; they say with signs that there are many villages inland. The sustenance which these Indians eat most of daily, besides fish and shellfish, is acorns and another fruit (the buckeye?) larger than a chestnut; this is what we could understand of them."

"There are Indians although they are distrustful of dealing with us. That is to say that the aforesaid Indians came in peace, and from appearances are good people, they brought us shellfish and made great efforts to bring us to their town which they made signs was inland."

Fray Antonio de la Ascension, who accompanied Vizcaino, stated:

"The port is all surrounded with rancherias of affable Indians, good natives and well-disposed, who like to give what they have, here they brought us skins of bears and lion and deer. They use the bow and arrow and have their form of government. They were very pleased that we should have settled in

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their country. They go naked at this port."

NOTE: In the 16th and early 17th centuries Imperial Spain was developing and conquering new lands on the basis of their ability to produce mineral wealth. California, by 1602, was thought to have no such wealth, and was conveniently forgotten by Spain. The Spaniards wanted to believe that the Pacific Ocean was a "Spanish Lake," between their Central and South American colonies and their holdings in the Phillippines and to a very great extent up to the mid-18th century, it was. But English explorers had invaded that "Spanish" ocean as early as 1579, and by two hundred years later the English, French, even the Dutch were sending ships to the Pacific Coast of Asia while the Russians were establishing outposts in Alaska and even exploring the Pacific coastline as far south as California.

To continue with Vizcaino's explorations.....when his three ships set sail for home they were but a few days from the end of their journey. By this time, half of his men were either dead or dying, and his enthusiasm to leave Monterey Bay must have carried a note of urgency to his superiors. But this urgency for Monterey Bay might have lost some of its legendary luster had they known that Vizcaino was not the first to discover the bay. Remember Cabrillo in 1542 while he was in search of the mythical Strait of Anian- an obsession known by the English as the Northwest Passage- supposedly anchored in the bay, then in 1595 Sebastian Rodriguez Cermeño, a Portuguese merchant- adventurer on a mission similar to that undertaken by Vizcaino. But Cermeño had lost his gallon at Drakes Bay- which he had renamed San Francisco- and Spanish authorities discounted his reports.

When Sebastian Vizcaino landed at Monterey Bay seven years after Cermeño, he had a personal interest in success. If he found a suitable port to serve the trade routes of New Spain, he was promised command of a Manila Galleon as a reward. As his three ships headed for home, until he entered Monterey Bay his journey was a failure. Although this bay is an open arc, hardly "sheltered from all winds," Vizcaino reported to Spanish authorities what they hoped to hear.

The viceroy of New Spain was delighted to have the harbor bear his name, and in return he awarded Vizcaino with the promised captainship of a Manila galleon. But shortly afterward a new viceroy was appointed- one more skeptical of Vizcaino, and he revoked the galleon. Among the men to suffer the most from the explorer's fraudulent claims of a magnificent port at Monterey Bay was Martinez Palacios, Vizcaino's mapmaker.....he was convicted of forgery and hanged for his role in the misrepresentation. Despite the preceding events, rumors of the fabled port of Monterey Bay persisted. It wasn't until 1765 that plans began to develop in the mind of Jose de Galvez to find the port. In 1765 Galvez became the visitador-general of New Spain, a special deputy to King Charles III. He was a forceful, intelligent, extremely ambitious and competent man that was also known to possess several idiosyncrasies causing many to consider him a little bit crazy at times.

After Galvez's appointment in 1765, over the next few years, he was to take charge of the King's ordered expulsion of the Jesuit priests from Baja California and initiate the expansion of the colonial empire into Alta California. The Jesuits (a Roman Catholic religious order founded by Ignatius Loyola in 1534) were feared for their power, militancy and independence by King Charles III. Galvez carried out the King's order only to discover the Baja missions were decaying and nearly deserted. He turned them over to the military under Gaspar de Portola and later to the Franciscans under Father Junipero Serra....it is these three men, Galvez, Portola and Father Serra that were to take key roles in the development of the northwest frontier, and the eventual granting of two areas to Martina Castro a short sixty eight years later.

It was Galvez who helped reorganize the Spanish government under Charles III in an effort to increase its financial revenues and stop the decline of the empire in New Spain. But the plan to push forward into Alta California was his personal project. He believed that by consolidating the northwest region into one governmental unit including both Californias, Spains international image would improve (as well as prospects for his own career).

He heard, and listened to words concerning the increased British and Russian

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interest in the northern California coastlands and used these rumors to convince Spanish government officials that it was time to locate and settle the fabled harbor at Monterey Bay. This action, he reasoned would serve as the start of a northward military and religious thrust to set up a buffer zone for New Spain. He also hinted that settlement of Alta California would be a good resource for financial revenue.....but as it would turn out, the establishment of the mission chain that would result from his planned push into the area, would ultimately prove to be a financial drain on Spain until Mexico took over power in 1822.

In 1768 Galvez obtained permission to proceed with plans for exploration and settlement of Alta California. He first set up a supply base at San Blas on the coast of Mexico, and sailed from there to Baja California. Here he finished his plans for the expedition to Monterey Bay. Originally the expedition was to include several divisions, two by land and three by sea, and all were to begin from the peninsula. Unfortunately for Galvez, the mainland approach was blocked by rebellions in Sonora sparked by the expulsion of the Jesuits. The rebellions, a frustrating obstacle to the visitador-general's plans, delayed the first "push" into Alta California.

Finally all the necessary elements for the trip to Monterey Bay were assembled, and in the winter of 1768 the division by sea, which was to proceed ahead of the land force, consisting of three ships: the San Carlos; the San Antonio; and the San Jose set sail for San Diego where they were to establish a way station, then proceed to Monterey Bay. By land, the expedition was divided into two companies and placed under Gasper de Portola, supreme commander of the whole expedition. Father Junipero Serra, Franciscan father.....president of the Baja missions, was assigned to supervise the establishment of the mission system in Upper California.

The PORTOLA EXPEDITION

The historic expedition to Monterey Bay did not go as smoothly as Galvez had hoped, but by then it did not matter, as his ambitions were already fulfilled. He ultimately became Minister of the Indies, the most powerful position in New Spain. It was Gasper de Portola, an 18th century Spanish explorer and professional soldier of noble birth that had to endure the results of Galvez's poor planning. Not only did he have to endure disease, insects, and an earthquake, but even had to eat barbecued mule to survive, all on a risky 700 mile journey that took 14 months.....all in search of a myth.....the fabled harbor of Monterey Bay. Knowing well Vizcaino's description of Monterey Bay as "a noble harbor....the best port that could be desired," this could well be the reason that Portola and his men walked right by it, continuing north until they discovered the coast's most magnificent bay.....San Francisco.....but found it only an obstacle to their visionary port of Monterey (a port that was much smaller and more compact than the monstrous body of water that stretched out before their eyes).

On the trip north, when the party reached the vicinity of Monterey Bay on October 4, 1769, Portola told his men,....."what should be the Rio Carmelo is only an arroyo (brook); what should be a port is only a little ensenada (cove); what were great lakes are lagunillas (small lagoons)." His men suggested perhaps their calculations for the port were in error, and the legendary bay was further ahead. Later they were to reason that the great harbor had filled with sand during the past century, therefore on to San Francisco Bay they continued.

It is a pity that Portola was a man of so few written words.....because it would be interesting to know what he really said on the way home when Monterey Bay was recognized. If he swore at all, he probably directed considerable profanity toward his predecessor, merchant-explorer Sabastian Vizcaino.

After both Portola and Father Serra saw Monterey Bay for what it was, the Spanish explorer reported to his superiors that in his opinion, if the Russians wanted Alta California.....which he doubted.....then they should be allowed to

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have it "as a punishment for their aggressive designs." Spanish occupation of Monterey, he said, would never prevent Russia from establishing themselves at another point along the coast.....Portola continued.....it was impossible, "to send aid to Monterey by sea, and still more by land, unless it was proposed to sacrifice thousands of men and huge sume of money." In the end Portola's statements proved to be right.....the threat of the Russian settlement was largely exaggerated.

Despite Gasper de Portola's report, Spain continued with its decision to explore and colonize Alta California. Spain's first major entrance into the area was the building of Mission San Diego de Alcalá, referred to as the "Mother of Missions" beginning July 16, 1769. On June 3, 1770 the second of the twenty-one missions was begun, Mission San Carlos Borromeo de Monterey was founded at the site of the Monterey Presidio, but moved shortly to Carmel and named San Carlos Borromeo de Carmelo, or as it is better known today, simply as the "Carmel Mission."

The Carmel Mission became an early point of departure for the exploration of the San Francisco Bay area. In 1770 Pedro Fages left the mission and became the first to explore the Santa Clara Valley; in 1772 Fages again explored the southern and eastern reaches of San Francisco Bay. In 1774, another exploratory party left the Carmel Mission, led by Fernando Javier Rivera y Moncada and Fray Francisco Palou. They traveled through the Santa Clara Valley, up the eastern side of the peninsula (along the bay), then headed back south to Carmel along the western side of the Santa Cruz Mountains, thus following Portola's route of five years earlier.

And finally entering our story is Lieutenant-Colonel of the Cavalry Juan Bautista de Anza, bringing with him the first of the Castro family to enter Alta California, Martina Castro's grandfather and grandmother.

JUAN BAUTISTA de ANZA "The Hard-Riding Captain"

Juan Bautista de Anza led two expeditions into California, "standing forth in the double capacity of explorer and colony leader." His first expedition left Tubas in Mexico for San Gabriel on January 8, 1774. In the party were two Franciscan friars, 31 other men, 140 horses, and 65 cattle. After reaching San Gabriel April 10, 1774, he headed on north with six men, reaching Monterey, then returning to San Gabriel on May 1, of the same year. It took him another 25 days to return to Tubac, then on to Mexico City, reaching there in July of 1774 where he reported the results of this remarkable trip. This first expedition into Upper California made a definite contribution to Western pathfinding. For full 600 miles he was a trail breaker. His journey to and from Monterey covered more than 2,000 miles. To then go to Mexico City to report his findings to the viceroy and then return to his post involved a horseback journey of an additional 3,000 miles. The title he was given after the trip, the "Hard-Riding Captain," surely was earned.

It is Anza's second expedition into Alto California that is of interest here. Anza himself wrote that the decree of the viceroy under which he acted was signed November 24, 1774. In the decree he was advanced from Captain to lieutenant colonel, and rushed homeward to raise the required force of 30 soldiers with their families. The purpose of the expedition was to bring settlers with their families to Monterey where in 1770 a Presidio had been established. It was planned later to establish Upper California's capitol here, which was done in 1777. It was also planned that after reaching Monterey, portions of the party would continue on to San Francisco where they would establish Spain's third Presidio in the New World and also a mission to be called Mission San Francisco de Asis or simply "Mission Delores."

JUAN BAUTISTA de ANZA's SECOND EXPEDITION

Anza left San Felipe de Sinaloa, Mexico for Horcasitas, also in Mexico, with his party in late 1775. When Horcasitas was reached he had a total of 177 persons. At the next rendezvous point, which was Tubac, Mexico, he was joined by an additional 63 persons to now total 240. It was planned at each

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of the rendezvous points to have a number of soldiers leave the party and be replaced with fresh troupes. The next point where this would occur was San Gabriel, in Upper California, which was reached on schedule. Here the rotation of the troops occurred again. Anza reached Monterey on March 10, 1776 with a few more than the 240 he left San Gabriel with. He also had over 800 head of livestock. After resting, about 75 persons moved north under the command of Lieutenant Moraga to settle on the sites for the San Francisco Presidio and Mission Delores. On their return trip to Monterey they stopped along the way to establish the site for Mission Santa Clara. The party of 75 left Monterey for this last leg of their journey June 17, 1776.

While Anza's achievements as an explorer are what he is best known for, it is his role as "colony leader" that are just as remarkable. It is written... .."With slender equipment he organized and conducted a large company of men, women and children some 1,600 miles, from Sinaloa, Mexico to Monterey. When it left its last rendezvous at Tubac, his colony comprised 240 persons. On the first day out from the post a woman paid the supreme price of motherhood. But this was the only death during the whole journey, and to offset the loss three infants were born on the way and all reached their destination safe and sound. This is a remarkable record, never excelled...perhaps never equalled.....in all the history of the great pioneer trek of peoples to the Pacific Coast before, during, or after the Gold Rush. Anza's brilliant success cannot be attributed to the ease of the journey, for it was made amid varying conditions of drought, cold, snow and rain. The march of 1,600 miles to Monterey, in which only one human being was lost, was so difficult that it cost the lives of nearly a hundred head of stock which died of hardship on the way."

After Anza left California he became Governor of New Mexico for a decade, where he won fame as diplomat, administrator and Indian fighter. He died December 19, 1788.

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CHAPTER 1

THE CASTROS A GENEALOGY

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JOAQUIN YSIDRO CASTRO

The Castro family, according to Spanish historian Julio de Atienza was one of the five families in Old Castile which descended from the first Kings. As Spanish influence spread throughout the world, the family was in the forefront.

This book chronicles one of the many families that form one of the oldest families in Christianity, the Castros' of California, but detail only one family, namely that of Maria Martina Castro and her eight children.....

Martina Castro's grandfather, Joaquin Ysidro Castro was born in 1732 in Villa de Sinaloa, Mexico. He died December 31, 1801 and is buried in the cemetery of Mission San Carlos. He, with his wife and eight children were among the first Castros to come to Upper California and settle here. They came with the second Anza expedition, leaving Sinaloa, Mexico in 1775.

While it is recorded that he and his wife had nine children and that they had eight with them when they reached Monterey, several historians have the youngest of the eight that entered Upper California with them, born during the trip. A daughter would be born later in Alta California.

When Joaquin joined the Anza party he was one of eight scout soldiers recruited from the Presidio at Tubac, Mexico. He has been described as having a shield with seven thicknesses that could turn Indian arrows.

During the exhausting trip from Mexico, while Joaquin was scouting and his wife taking care of the "womanly" affairs, their oldest daughter, Ana Josefa was being courted by Jose Maria Soberanes. When they reached Monterey Ana married Jose Maria Soberanes on May 29, 1776 by Father Junipero Serra.

Jose Maria Soberanes had served as a scout and guide in three expeditions into Upper California: for Don Gasper de Portola in 1769; for Don Pedro Fagas in 1772; and for the Anza party in 1776.

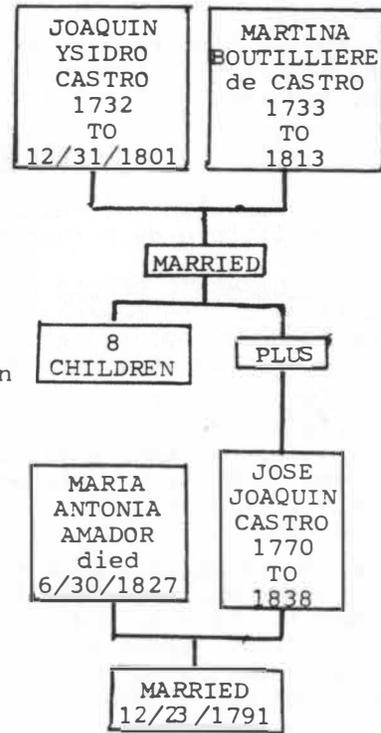
Joaquin Ysidro remained a soldier in the San Francisco Company, living at the Presidio with his family until he was sent to the newly established Mission at Santa Clara in 1777. He settled in San Jose in 1788 or 1790. He was grantee of Rancho Buena Vista, a royal grant in the Monterey District (together) with his son-in-law Jose Maria Soberanes.

Rancho Buena Vista was one of six Royal Spanish grants listed in the Monterey District in January 1795. The grant was held by Joaquin Ysidro and Jose Soberan jointly until Joaquin's death in 1801, then when Jose died in 1803 it reverted back to the Spanish throne.

MARTINA BOUTILLIERE de CASTRO

Martina Boutilliere was born in 1733 in France and died in Santa Cruz in 1813. She is buried in the mission cemetery there. To quote from an article written by Leon Rowland for the Santa Cruz Sentinel (date unknown)....."Legend is that she was a Franch woman of noble blood, exiled to Spain, where she married Joaquin Ysidro Castro. After their marriage they left for Sinaloa, Mexico, then as previously discussed, came to Upper California with the Anza expedition in 1776.

As for the legend that Martina (Boutilliere) was of noble blood the Encyclopedia Britannica afords the information that a family by the name of Bouthillier existed in France of which Claude Bouthillier was councillor of state under Mary de Medici and a confidant of Richelieu. Claude's son, Leon Bouthillier, was Count of Chavigny and Secretary of State in 1632 and again in 1651. From the meager records, therefore, the story of Martina Boutillier can be built.



JOAQUIN YSIDRO CASTRO

Exiled from France, she married a Spaniard, Joaquin Ysidro (or Isidro) Castro, went with him to Sanaloea, Mexico by the time she was 36 years old, or earlier, and came to San Francisco with her husband by the time she was 44.

the FAMILY of JOAQUIN YSIDRO CASTRO

The nine (known) children of Joaquin Ysidro Castro and his wife Martina Boutilliere de Castro are as follows:

IGNACIO CLEMENTE CASTRO was born in 1756 which makes him 20 when he came to California with his parents in Anza's 1776 expedition. He was a soldier at Monterey from 1790 to 1793 and alcalde (Mayor) at San Jose in 1799, 1804, and 1809-10. He was drowned at Arroyo de la Alameda on March 4, 1817.

ANA JOSEFA CASTRO was born in 1758 making her 18 when she entered Upper California. After she married Jose Maria May 29, 1776 at Monterey, they lived at the Mission at San Carlos, then when Mission Neustra Senora Doloris-sima de la Soledad was founded in 1791, her husband was stationed there. As previously discussed, he was grantee, along with his father-in-law Joaquin Ysidro of the Royal Grant of Rancho Buena Vista.

After her husband died (he was buried September 22, 1803 in the church of Mission San Carlos de Borromeo), Ana moved to Monterey in 1804 with four of her children. On May 12, 1816 in the chapel of the Royal Presidio of Monterey she married Jose Miguel Uribe, dying six years later in July of 1822. Out of Ana's two marriages would evolve two of Alta California's more prominent families, namely the Soberanes' and Bernal clans.

MARIA ENCARNACION CASTRO was born in 1764 making her 12 when she entered Upper California. She married Jose Joaquin de Avila January 7, 1782 then moved to Mexico City with her husband (about 1800).

MARIA del CARMEN MARTINA CASTRO was born in 1766 making her 10 when she entered Upper California. Kenneth does not record the date of her death, only that she married Ventura Amezcua in Santa Clara in about 1814.

JOSE MARIANO CASTRO was born in 1765 making him 9 when he entered Upper California. He married Maria Josefa Romero February 19, 1791 at Mission Santa Barbara. He was grantee of the Royal Spanish grand Rancho de las Animas in Santa Clara County in 1802. This grant is said to be the only vice regal land grant in California. Jose died in 1828 at age 37.

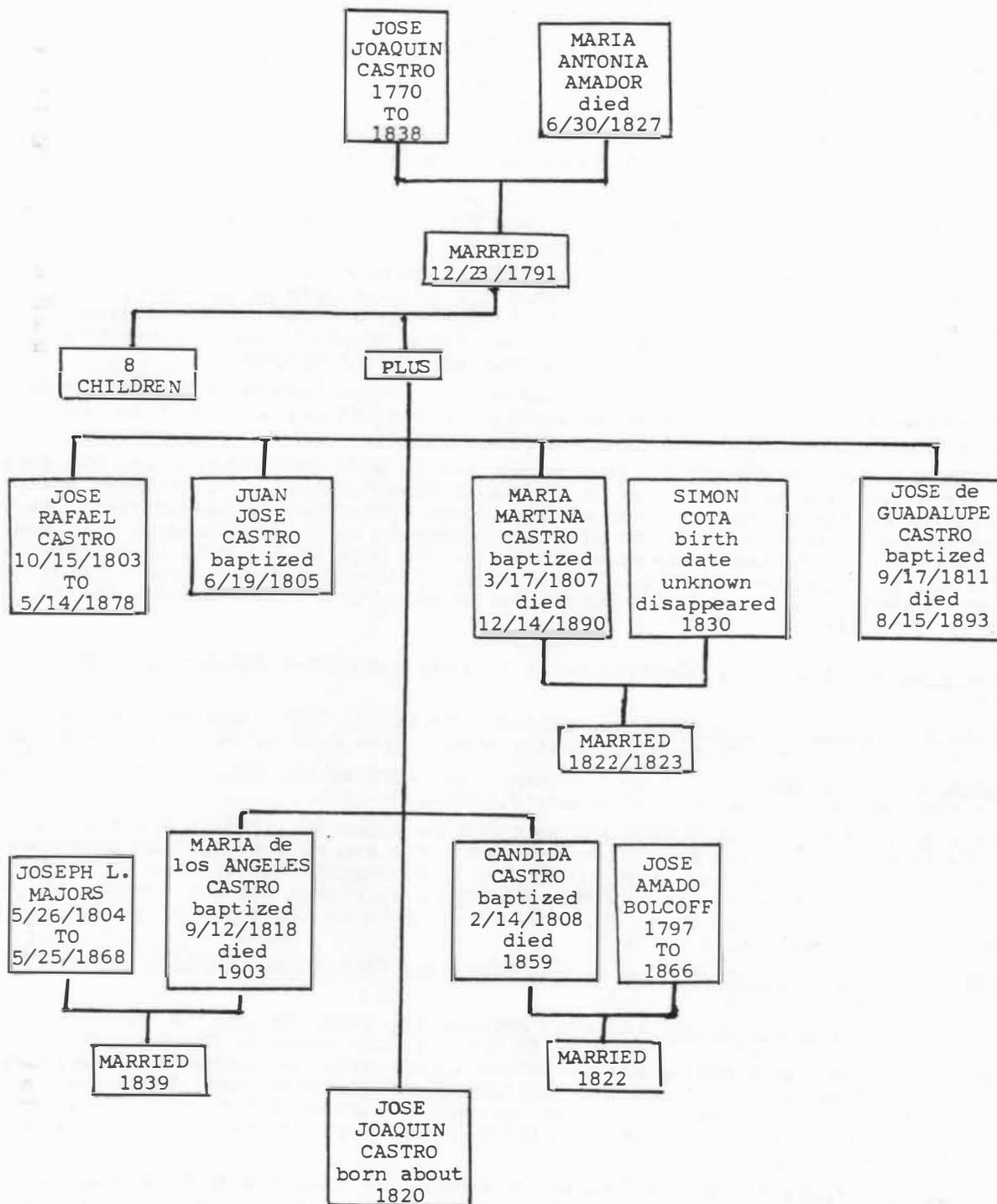
JOSE JOAQUIN CASTRO was born in 1770 making him 6 when he entered Upper California. Jose Joaquin was the father of the subject of this book, namely Martina Castro. Both of their lives will be discussed in more detail shortly.....

FRANCISCO MARIA CASTRO was born in 1774 making him 2 when he was carried into Upper California. Family records say he was born in 1773, while other sources vary as to whether he was born in Spain or in Sinaloa, Mexico where his brothers and sisters were born. He married Maria Gabriela Beryessa February 16, 1795 at Mission Santa Clara. He died at San Pablo on November 5, 1831.

CARLOS ANTONIO CASTRO.....one source says that he was born in Fuerte, Sonora in 1774, while other sources say he was born during the Anza expedition before it reached Mission San Gabriel, probably in late 1775. There are also several sources listing his death.....one says he died in 1845, while another says he died in June or July of 1848.

MARIA ISABEL CASTRO was born in Upper California and was baptized November 19, 1777. She was buried at San Francisco July 3, 1779.

JOSE JOAQUIN CASTRO



THE FAMILY OF JOSE JOAQUIN CASTRO

JOSE JOAQUIN CASTRO

Jose Joaquin Castro was born at the Villa de Sinaloa in Mexico in 1770. He was a young 6 when he first stepped foot into Upper California with his parents in Anza's second expedition in 1776. At age 18 he enlisted in the Spanish Army while living with his parents in San Francisco. Two years after enlisting, on December 23, 1791 he married the daughter of his sargeant, Maria Antonia Amador y Noriega. Maria's father, Pedro Antonio Amador first entered Upper California with the famed Portola expedition in 1769 as a scout.

Two years after he married Maria Antonia he was transferred to the Royal Presidio in Monterey where he would remain until he retired after ten years of service in 1798. Jose, along with five other retired soldiers, called "invalidos" (which the non-pejorative term "Invalided out" comes from) were induced to take up residence at the Villa de Branciforte. They were to form, what we would call today the "Army Reserve." **SEE APPENDIX A**

By 1818 Jose Joaquin was the mayordomo of Santa Cruz, a position he would hold for several years. On June 30, 1827 his beloved wife of 36 years, Maria Antonia died and was buried. Maria had given birth to a total of 15 children. Heart-broken, three years later Jose Joaquin in 1830 consoled himself by marrying 17 year old Rosalia Briones who gave him four additional children.

In 1831 at age 61 he became alcalde of Santa Cruz (the term is used interchangeably to mean either mayor of Justice of the Peace....in this instance it means mayor).

SEE APPENDIX A

When the Act of Secularization became law in 1833 Jose Joaquin was the first to apply for land in what would become Santa Cruz County. He was granted what would become the 13,000 acre Rancho San Andres (perverted to San Andreas). It is interesting to note that of the 22 grants given in Santa Cruz County, only one is recorded in the County Recorder's Office. The date of the deed is November 26, 1833 and is signed by Jose Figuera, Governor of Alta California. Jose Joaquin died in Santa Cruz at age 68 in 1838. The 19 children of Jose Joaquin Castro are as follows:

JOSE YGNACIO CASTRO was baptized March 1, 1793 and buried January 10, 1811 at San Juan Bautista.

MARIA ANTONIA DIONISIA CASTRO was baptized April 10, 1795, married Juan Jose Feliz in 1849 at the Mission in Santa Clara.....the date of her death is unknown.

MARIA JOSEFA CASTRO was baptized December 30, 1799 at the Mission in Santa Cruz. She was buried in Santa Cruz February 2, 1811.

MARIA RAFAELA INOCENCIA CASTRO was baptized December 30, 1799 at the Mission in Santa Cruz. She married Francisco Rodriquez, the son of Jose Antonio Rodriquez, one of the five invalidos that accompanied Jose Joaquin Castro when he settled in the Villa de Branciforte in 1798. Francisco Rodriquez was the grantee of Rancho Arroyo del Rodeo (also known as San Vicente or Los Coyotes) in July of 1834. Maria Rafaela died in 1841.

JOSE RAFAEL ANTONIO CASTRO was born October 16, 1801 in Branciforte and was buried in Santa Cruz February 10, 1811.

JOSE RAFAEL de JESUS CASTRO was born October 15, 1803. He married Maria de la Soledad Cota of Santa Barbara while in the military service. The highest rank that Rafael achieved during his ten years in the army was corporal. Rafael, was grantee of Rancho Aptos in 1833 by Governor Jose Figueroa, then increased to its final size of 6,680 acres in 1840 by Governor Alvarado. Rafael died in Aptos May 14, 1878 and is buried there in the Old Cemetery. The epitaph on his monument reads.....

RANCHO APTOS, Santa Cruz County, at Aptos. One square league, granted in 1833. He sold most of his rancho to Claus Spreckels in 1874. 6,686 acres, patented to him in 1860. Rancho Aptos was bounded on one side by the larger Rancho San Andres belonging to his father; bounded on another side by Rancho Soquel which belonged to his sister Martina Castro. On another side it was bounded by a range of mountains, and on the southerly side by the sea.

JOSE JOAQUIN CASTRO

JUAN JOSE CASTRO was baptized June 19, 1805 at Santa Cruz. He married twice, was the regidor (magistrate) at the Villa de Branciforte in 1833 and again in 1845. The date of his death is unknown. Juan Jose will play an important role in Martina's story, especially during the period that the United States Land Commission was considering her request for patents for Rancho Soquel and the Augmentation.

MARIA MARTINA CASTRO was baptized March 17, 1807 (the date of her birth has never been officially established). Her story will be chronicled throughout this book.

CANDIDA CASTRO was baptized December 14, 1808 at Santa Cruz. She married Jose Antonio Bolcoff in 1822. Candida was one of the grantees of Rancho Refugio, located to the west of Santa Cruz. It was registered as one square league to Candida and her two sisters Maria de los Angeles and Maria Antonia Jacinta, who relinquished her share when she became a nun. Candida gave birth to 11 children.

JOSE ANTONIO BOLCOFF

Jose Bolcoff was born in Kamchatka, Russia in 1797. He was a deserter from a Russian sealing vessel that was anchored in Monterey Bay in 1817. He had his Greek Church baptism ratified at Mission Soledad, then settled in Santa Cruz, which would remain his home until his death in 1866. He was alcalde (mayor) three times.

On January 5, 1854, at age 57 he gave a deposition at the Arroyo del Rodeo land grant trial, stating that he had lived in California for 36 years, and in Santa Cruz since 1822. Jose will play an important role in Martina's story as it unfolds.....

FRANCISCO CASTRO was baptized September 7, 1810 at Santa Cruz and is buried there. He died January 12, 1811.

JOSE de GUADALUPE CASTRO was baptized September 17, 1811 at Santa Cruz. He was Juez suplente in 1841 at Santa Cruz (Juez means judge in Spanish); Justice of the Peace in 1851; and claimant of his father's Rancho San Andres after he died. He died a bachelor August 15, 1893 at the home of his sister and brother-in-law Maria de los Angeles and Joseph L. Majors. Jose de Guadalupe will play an important role in Martina's story as it unfolds, especially during the period that the United States Land Commission was considering Martina's request for patents for both Rancho Soquel and the Augmentation.

MARIA ANTONIA JACINTA CASTRO was baptized January 29, 1815 at Santa Cruz. As discussed in Candida Castro's short history, she was grantee along with her sisters Candida and Maria de los Angeles of Rancho Refugio, but relinquished her share when she became a nun.

JOSE IGNACIO CASTRO was born in 1817 at Santa Cruz. He married Ricarda Rodriguez.

MARIA de los ANGELES was baptized September 12, 1818 at Santa Cruz. On December 19, 1839 she married Joseph L. Majors, the same year she was grantee of Rancho Refugio with her two sisters, Candida and Maria Antonia Jacinta. Maria de los Angeles and Joseph Majors had a total of 19 children during their 29 years of marriage (Joseph died May 25, 1868). After her husband's death in 1868, Maria would live another 35 years, long enough to see the Twentieth Century entered, dying in 1903 at age 85.

JOSEPH LADD MAJORS SEE APPENDIX H

During his thirty plus years as a resident of Santa Cruz and its surrounding area, Joseph L. Majors would become one of its leading citizens. Because his life is so extensive and full, only a brief, inaccurate description of his life will be attempted here. A more detailed description of his life and times is presented in the BIOGRAPHIES APPENDIX to this book.....

Joseph Ladd Majors was born May 26, 1804 near Nashville, Tenn. He came over the Santa Fe Trail with Graham, Neal and several others. He became a Mexican citizen in 1838 or 1839, taking on the name Juan Jose Crisostomo Mayor. He was grantee of ranchos Zayante and San Agustin.

JOSE JOAQUIN CASTRO

Rancho Zayante at Mount Herman was four leagues in size, of which three went to Jose Buelna. Rancho San Agustin, east of Mount Herman was one league in size (4,437 acres) and was patented to Majors July 25, 1866, two years before his death in 1868.

JOSE JOAQUIN CASTRO was born about 1820, seven years before his mother died. This fifteenth child of Jose Joaquin and Maria Antonia was discovered through court testimony given in a deposition on June 6, 1896. The deposition was on behalf of his cousin Mary Elizabeth Peck who was attempting to be awarded by the Court Special Letters of Administration for the deceased Martina Castro Depeaux's estate. Jose lists his age as (about) 78 in the deposition, and further states that he was living at the time in Gilroy.*

Jose Joaquin's testimony will not be presented here in detail except to state that he lived on his father's Rancho San Andres from birth for many years after. After he married (he had two boys and two girls that were all alive when he gave this deposition, his other children had died), he remained on the rancho, building a home along the side of a laguna there. He further testified that he lived on Rancho San Andres until about 1882.

Based on his testimony, which is difficult to follow and establish both dates and details of occurrences because of his lack of education and ability to remember dates, the following is the best sequence of events that occurred after his mother's death that we have to date: His father, heartbroken after his wife died, moved to Santa Cruz, leaving the running of Rancho San Andres to his three sons, Guadalupe, Ignacio and himself. It is because of his identical name that he has been overlooked when the compiling of both Jose Joaquin senior and Rancho San Andres history is researched.

The CHILDREN of JOSE JOAQUIN
and ROSALIA (Rosario) BRIONES

* FOR COMPLETE TEXT OF
ELIZABETH PECK'S SUIT
SEE CHAPTER 19

MARIA YGNACIA ANGELA de FULGENCIAL CASTRO
JUAN BAUTISTA CASTRO
RICARDO CASTRO
JUAN CASTRO

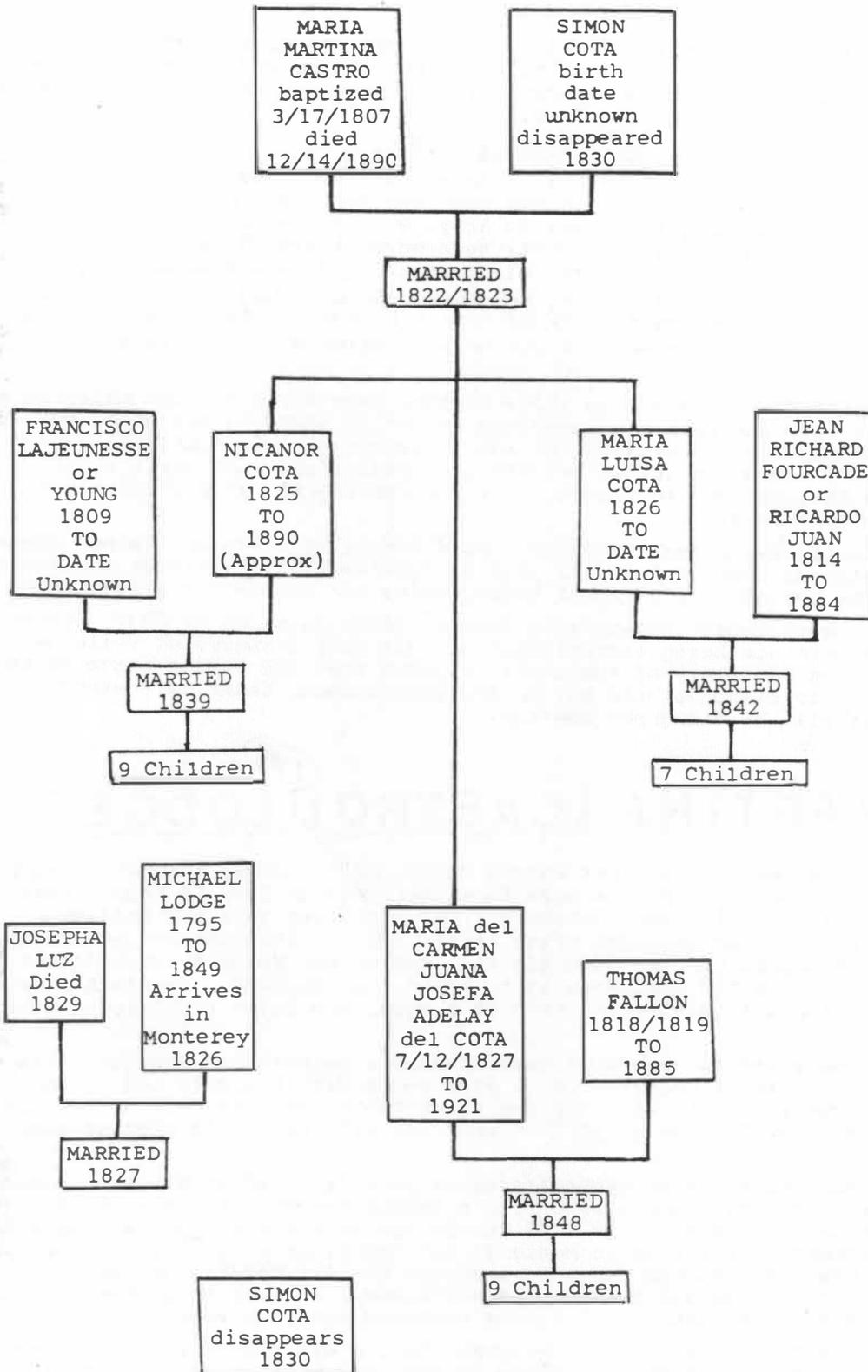
MARTINA (CASTRO) COTA

The birthdate of Maria Martina Castro is not recorded, only the date of her baptism, March 17, 1807. After a careful search of all known records found to date, including the Villa de Branciforte's Pre-Statehood Records so painfully translated by Star Girky, very little mention of Martina's early years have been discovered. It is known that she spent her early years, probably as a very pampered and cared for little girl with her parents in Branciforte. Several articles have described her as being short, and while not possessing extreme beauty, she was "handsome," dark-skinned and had very long black hair.

We can begin to piece together this simple, and yet in many ways complex woman's life after her first marriage to Corporal Simon Cota in either 1822 or 1823. Several historians have described both Martina and her brother Rafael as having a strong pride of family and their heritage; both being quick of temper; but very openminded as far as generosity was concerned. It is also stated by the historians that both brother and sister clung stubbornly and fiercely to the old Spanish traditions. These latter traits were strongly entrenched throughout the "Castro clan," entrenched so fiercely that many of the men in the second generation refused to speak English and pretended not to understand it, even when they did.

While Rafael Castro possessed the rare talent among the Spanish aristocrates of this time, the ability to both read and write, Martina, throughout her life never achieved this ability. When she needed guidance, often she would turn to

MARTINA (CASTRO) COTA



THE FAMILY OF MARTINA (CASTRO) COTA

MARTINA (CASTRO) COTA

the Church and the padres at the Mission. And despite being a "Castro," during her entire life, she was not overly rich.....she had to pay taxes, find the money to buy the necessary items to survive, all the while raising an ever growing family in a wild and primitive land.

SIMON COTA y ROMERO

From what has been pieced together to date, Martina lived with her parents in the villa in Branciforte until she met, and married Simon Cota, a corporal in the Spanish, then Mexican Army. Because he was stationed at the Royal Presidio in Monterey, the newly weds moved there. Simon was born October 28, 1803 in Santa Barbara. His parents were Manuel Antonio Cota and Gertrudis Romero (de Cota). Manuel and Gertrudis also had a daughter, Maria de la Soledad Cota who would marry Martina's brother Rafael, also a corporal in the Army, within the same time period as Martina and Simon (probably in 1823).

Before Simon's disappearance in 1830, Martina gave birth to four children. Their first born was Nicanor (sometimes an "a" is added to her name, but for consistency the "a" will not be added throughout this book). Nicanor was born in Monterey in 1825, then the next year along came Maria Luisa (sometimes Americanized to Louisa.....the Spanish spelling is preferred throughout this book).

The third child was either a son that died early, or Maria del Carmen Juana Josefa Adelayada Cota on July 12, 1827 in Monterey (1827).....later she would prefer to be called simply Carmel Lodge, using her stepfather's last name.

Simon Cota mysteriously disappeared from Monterey in March of 1830. Several historians have him being assassinated and his body disposed of while he was serving as Secretary of the military junta that was taking place at this time. While his disappearance may be for this reason, there is another theory that will be discussed shortly.

MARTINA (CASTRO) LODGE

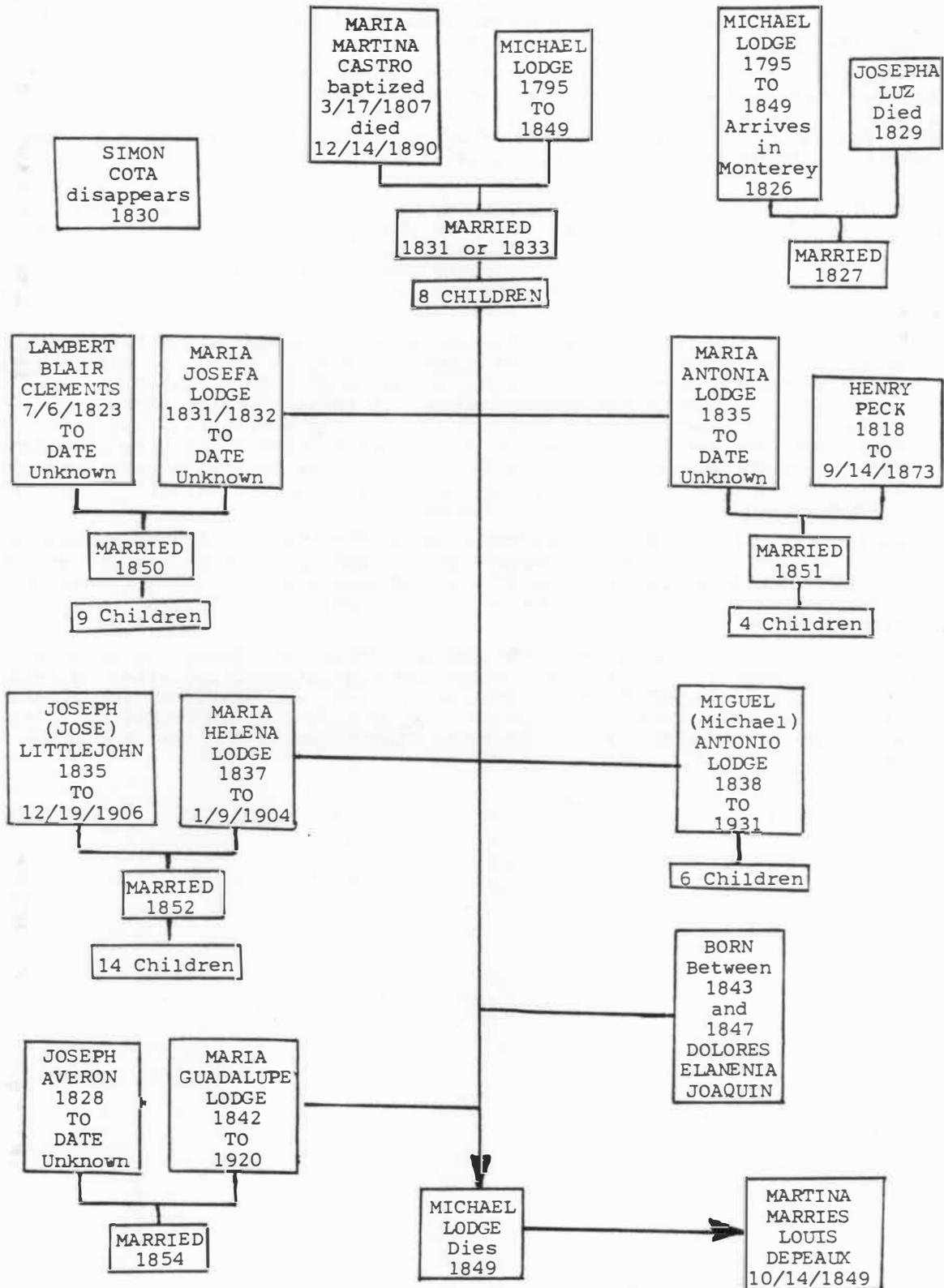
While Martina was carrying her second child, Maria Luisa, Irish-born Michael Lodge arrived in Monterey. He was born in either 1795 or 1896 in County Cork, Ireland. Michael was a talented carpenter, but his first love was sailing. According to popular legend, soon after he arrived (in 1826) he met and married the daughter of Garcia Luz, an invalido who came to the Villa de Branciforte to live after serving his ten years in the army. The daughter, Josefa Luz gave him a daughter (several historians have it a son), the birth probably occurring in 1827.

After his marriage to Josefa, Michael became a naturalized Mexican citizen, then headed for Villa de Branciforte to live there with his wife and child. When he arrived in about 1828 he was only the fifth "foreigner" to take up residence in the small pueblo. Tragically in 1829 both his wife and child died of some ailment.

There is another story of Michael's early years as told by Martina's granddaughter Carrie Electra Lodge.....Carrie's father was Miguel Lodge, Martina's only son to grow into manhood. In 1965 Carrie was interviewed and gave us this version of Michael's early life in Monterey and Branciforte....."Michael arrived from Ireland a single man and attempted to live totally on the land, but soon his love of the sea won out, he purchased a whaling ship. Soon he was sailing out of Monterey making his living tracking down the whale.

After his boat sunk in the deep Monterey Bay, a discouraged and broken man headed inland to the San Jose area where he met, and married into the famed Berryessa family. His wife (Carrie did not know her name) died during child-

MARTINA (CASTRO) LODGE



THE FAMILY OF MARTINA (CASTRO) LODGE

MARTINA (CASTRO) LODGE

birth, so a heartbroken Michael headed back towards his beloved ocean. Arriving back at the Villa de Branciforte where he met, fell in love, then married the young widow Martina Cota in either 1831 or 1833.

After her first husband disappeared (or was murdered) in March of 1830, Martina moved back to the Villa de Branciforte with her three daughters; then we have Michael Lodge, either living there after bringing his wife Josefa and child from Monterey as a heartbroken widower, or arriving in the villa from San Jose after his wife's death during childbirth.

According to historian Kenneth Castro, Michael and Martina were married in 1833, and in his book SANTA CRUZ THE EARLY YEARS, Leon Rowland states that they were married in 1831. According to the best records found to date, Martina's fourth child, Maria Josefa was born during the 1831 to 1832 period. And then there is Martina's third child, Carmel, who according to accepted history, was fathered by Michael Lodge!.....

Carmel Lodge will marry Thomas Fallon in 1848. Thomas was an Irishman born in County Cork, Ireland, the same county as Michael Lodge. In his book on the life and times of Thomas Fallon, called A CALIFORNIA CAVALIER, THE JOURNAL OF CAPTAIN THOMAS FALLON, edited by Thomas McEnery, McEnery quotes Thomas's description of his wife....."as having the full face of an Irishwoman and the dark shades of her mother." While it is true that Martina's grandmother was of French extraction, this being the only "known" break in her Spanish heritage, was this enough to give Carmel Martina's dark shades and the face of an Irishwoman?

Is it possible that Simon Cota began to notice the difference between Carmel and his first two daughters Nicanor and Luisa? Could it be that he decided to leave the scene rather than face the disgrace of Martina's (possible) indiscretion? The answer to these questions will never be answered, only speculated at!

When word reached Santa Cruz that the government was preparing to give land to those that qualified under their rules and regulations, and after learning that her brother Rafael Castro had applied, as well as her father for grants, Martina and Michael, now married, decided to do likewise. On September 7, 1833 Michael Lodge petitioned the then Governor Jose Figueroa for the land known as "Soquel."

CHAPTER 2

THE DEED

OF

August 29, 1850

Intentially left blank.

RANCHO SOQUEL GRANT

SEPTEMBER 7, 1833

Michael Lodge, living in Branciforte with Martina, petitions Governor Figueroa for the land called Sanjon of the River Soquel.....

- "I" am married to a native of this soil
- "I" have two (2) children and two (2) step children
- "I" want to cultivate the land and build a home

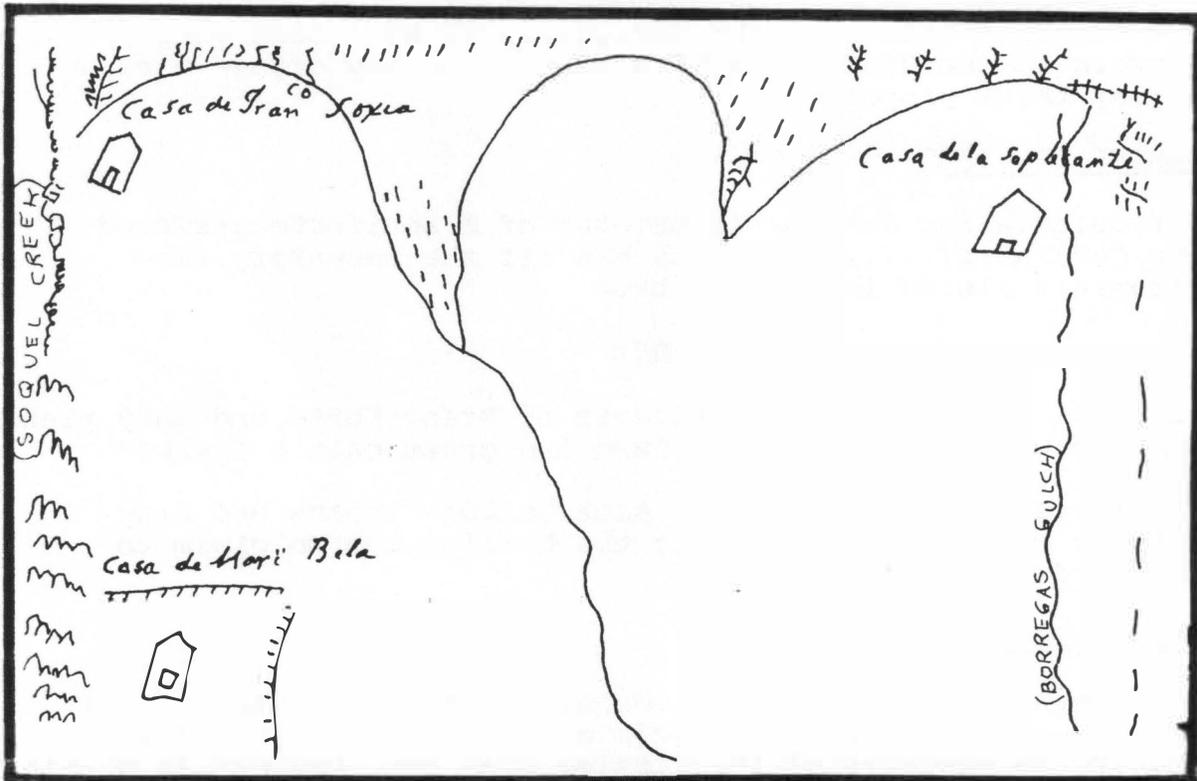
Alcalde (Mayor) Jose Antonio Robles adds to the petition.....
"The intrusted party can cultivate the land and put up a house."

SEPTEMBER 8, 1833

Alcalde Jose Robles of Branciforte gives Michael and Martina permission to move onto the requested land.

NOVEMBER 16, 1833

Martina Castro (Lodge) petitions the Governor for land between the River Soquel and the Sanjon de las Borregas.....one mile and a half in breath and two in length.



DISEÑO Accompanying Martina's petition assigned the number 596 by the United States Land Commission

RANCHO SOQUEL GRANT

NOVEMBER 16, 1833 (Continued)- Martina's Petition

- "I" am a resident of Branciforte and a daughter of invalid Joaquin Castro, one of the founders of the town.
- "I" am married to the Irishman Michael Lodge.
- "I" am the owner of some cattle and yoke of oxen.
- My husband has been granted permission by Alcalde Jose Robles to move onto the land.
- "I" want the land for my cattle, to sow, and to build a house, and to supply the wants of my family.

NOVEMBER 16, 1833

Governor Figueroa sends Martina's petition to Alcalde Jose Robles and the town's agriculturalist asking.....

- Does she have the necessary requirements to be attended to in her request?
- Does the land meet the requirements expressed in the Law of August 18, 1824?
- Is the land capable of being irrigated? Is it temporary or poor for Agriculture?
- Does the land belong to a private individual, corporation, or otherwise?

The Governor states at the end....."I will send your answers to the Mission Fathers so that he may oppose what he may think proper."

NOVEMBER 19, 1833

Agriculturalist Jose Maria Salasan of Branciforte answered the Governor....."Martina has all the necessary requirements listed in her petition

BUT

the area is occupied by residents of Branciforte and they plan to eventually cultivate the land and graze cattle there."

The letter is also signed by Alcalde Jose Robles and Fray Antonio Real, who states that the Mission has no claim to the land.

NOVEMBER 22, 1833

In a letter signed by the Governor Figueroa, he states that "having received of the municipale authority of Branciforte and of the minister of the Mission that your request is within the laws and regulations governing such a request for land, that the area known as SOQUEL, from the RIVER of the same

RANCHO SOQUEL GRANT

NOVEMBER 22, 1833 (Continued)

name and the SANJON de las BORREGAS is under your legal ownership."

The Governor continues....."But, if any portion of the land is declared to be under the ownership of the Mission, you shall pay to the Canan a fair price."

NOVEMBER 23, 1833

Martina appears in person in the Governor's Secretary's office and she states "that the conditions so stated in the Governor's letter is acceptable and signs, making her mark."

NOVEMBER 23, 1833

GRANT for SOQUEL SEE APPENDIX I

- The land known as SOQUEL, bounded by the Soquel River and the Sanjon de los Borregas is owned by Martina Castro.
- That the town of Branciforte shall have, if it so chooses use of its pastures, water, firewood and lumber to pay the rent to the town if its boundries are within, or belong to the town.
- The Grant is subject to the approval or disapproval of the Excellent Terrortial Assembly and the Supreme Government.
- Neither Martina Castro or her heirs can divide or cultivate the land, mortgage or convey it to a corporation body, such as a school, church, etc., for perpetual ownership.
- The land may be fenced without interfering with crossings, roads or to any person who has legal claim to any portion of the land.
- The land can be cultivated, but within a year at most she shall build a house and it shall be inhabited.

NOTE: The first house that Michael and Martina built was small and temporary. Their permanent home had three (3) rooms and measured 50 feet across the front and 30 feet deep. They also built an ox-powered flour mill and enclosed the ranch house property with a fence totaling about 140 acres. They also planted two fields, built corrals for the horses, grazed their cattle and sheep on the lands open fields. These facilities did not "appear overnight," but were built over a period of time.

- After ownership is confirmed Martina Castro shall petition the proper Judge for juridical possession, who shall order that the boundries be marked.
- At the limits of her land marks some fruit trees or wild trees shall be put.

RANCHO SOQUEL GRANT

GRANT for SOQUEL

(Continued)

- Martina Castro's land consists of two miles longitude by half a league (1.3 miles) latitude.
- "If" she goes against any of the above conditions she shall lose her right to the land.

Signed by Governor Jose Figueroa and his
Secretary Agustin V. Zamorano

MAY 10, 1834

The Committee of Colonization decrees that the place called SOQUEL be granted to Martina Castro.

MAY 17, 1834

The Committee of Colonization orders Martina Castro to return the Grant to the Governor for "proper purposes."

AUGUST 2, 1834 - FINAL GRANT **SEE APPENDIX I**

The final Grant is decreed to Martina Castro with all restrictions removed except the tax obligation that she must pay to the Town of Branciforte.

AUGUST 13 and 14, 1834 **SEE APPENDIX I**

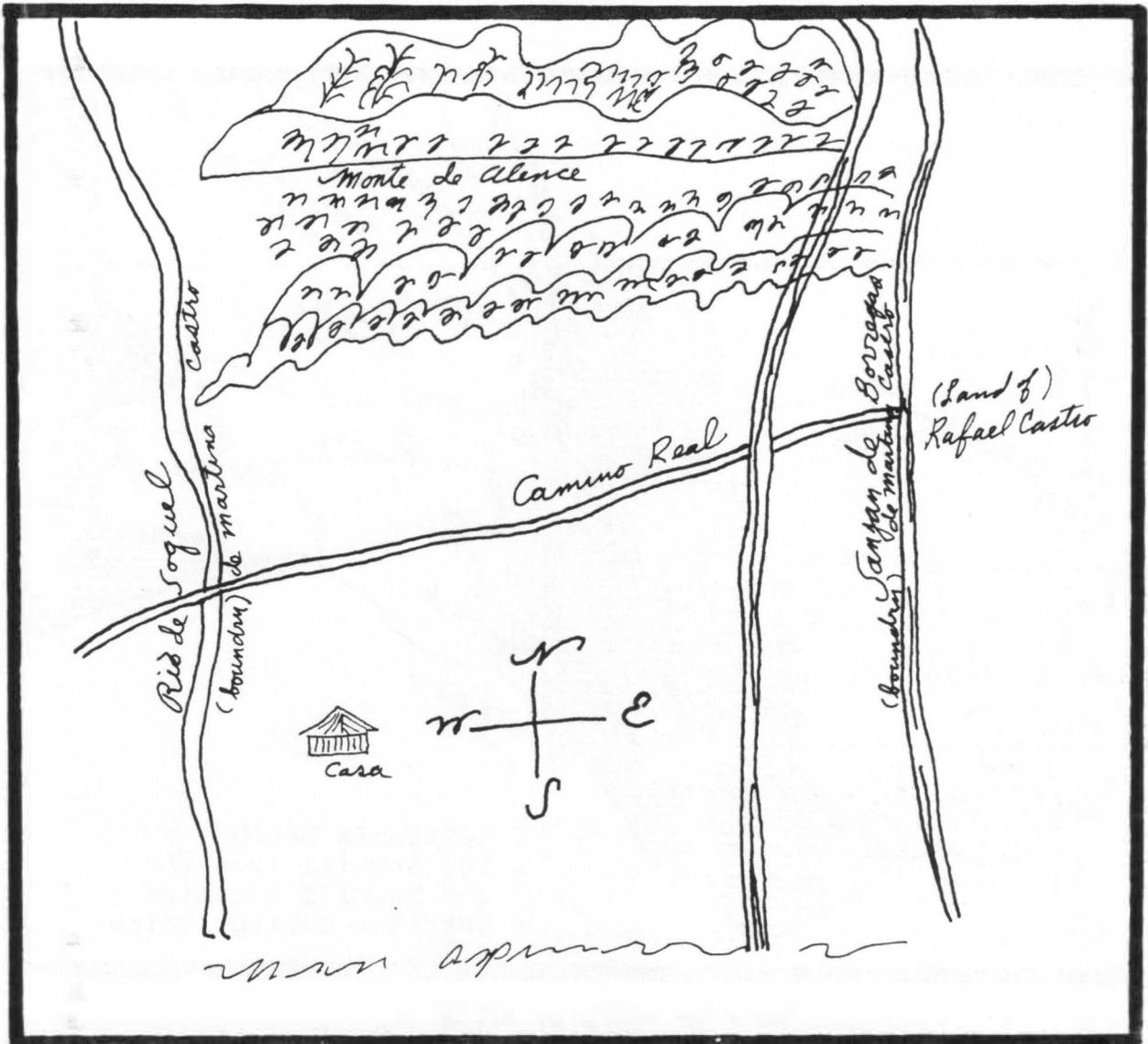
Justice of the Peace Jose Bolcoff for the Town of Branciforte established the boundries of SOQUEL. To assist him, Bolcoff appoints Rafael Robles, the son of Alcalde (the Mayor) Jose Robles and Juan Jose Castro (Martina's brother).

NOTE: Jose Bolcoff is married to Martina's sister Candida

On August 13 Jose Bolcoff notified Martina that he was about to begin the official survey of her rancho. She put her mark on the necessary papers, then on the 14th, at two O'Clock in the afternoon Bolcoff ordered that the measuring of the rancho's northside boundry begin.

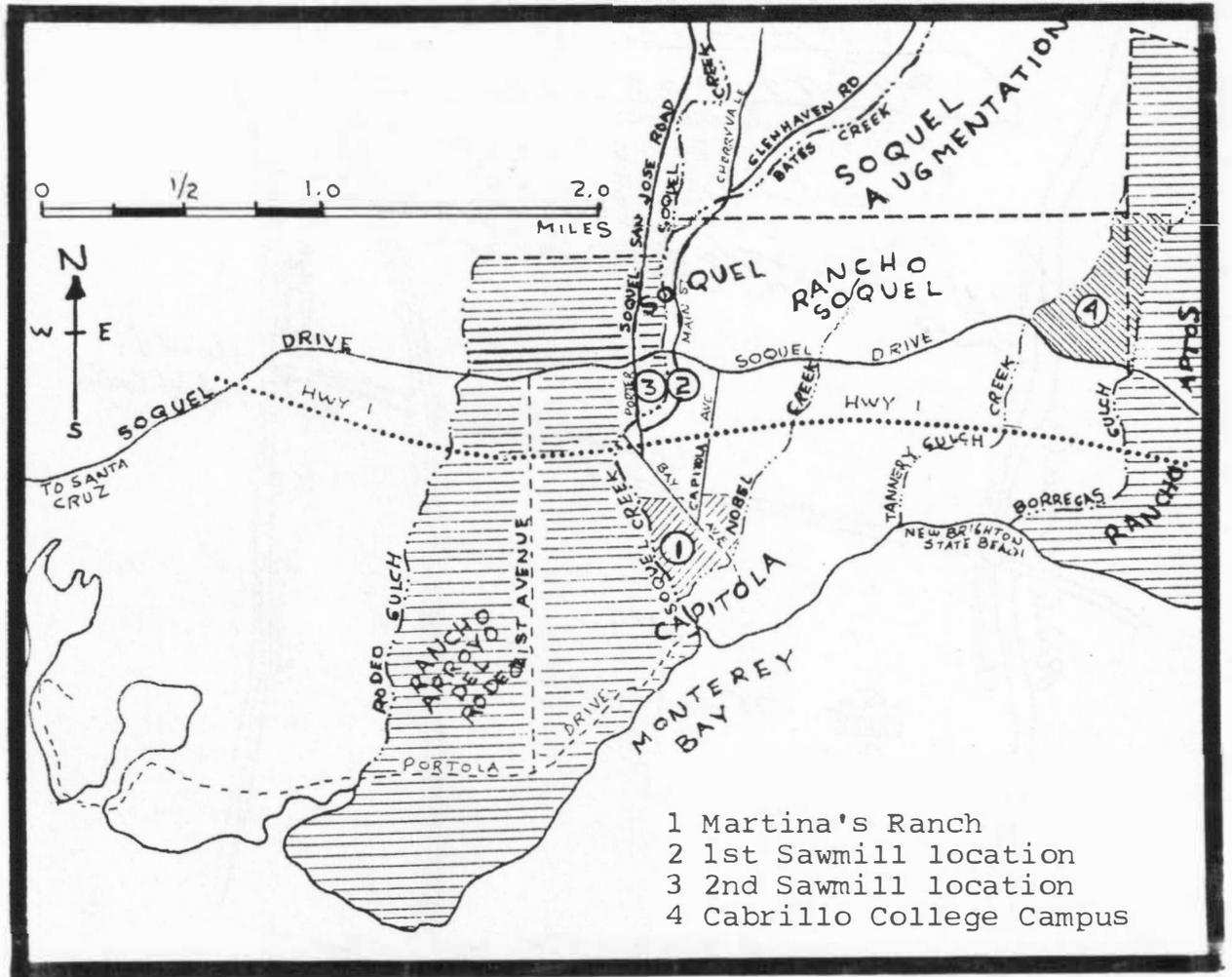
The final act of the day was Martina, before Jose Bolcoff, Rafael Robles, Miguel Ramirez, Juan Jose Castro and Joaquin Castro walking on her land, pulling up grass, throwing away handfuls of earth, breaking off branches of trees, throwing stones to the four winds, and performing other ceremonies and acts of possession.

RANCHO SOQUEL GRANT



DISEÑO of SOQUEL drawn by JOSE BOLCOFF assigned number 295 ND by the United States Land Commission.

RANCHO SOQUEL GRANT



RANCHOS SOQUEL, APTOS &
 ARROYO del RODEO LOCATIONS

THE AUGMENTATION

MARTINA CASTRO'S CHILDREN

- Nicanor Cota is born in 1825
- Maria Luisa Cota is born in 1826
- Carmel Cota (Lodge) is born in 1827
- Maria Josefa Lodge is born in either 1831 or 1832
- Maria Antonia Lodge is born in 1835
- Maria Helena Lodge is born in 1837
- Miguel Antonio Lodge is born in 1838
- Nicanor marries Francisco Lajeunesse in 1839
- Maria Luisa marries Ricardo Juan in 1842
- Maria Guadalupe Lodge is born in 1842
- Dolores Lodge, Elijenia Lodge and Joaquin Lodge are born between 1843 and 1847

NOTE: Life on the Ranch is difficult, but enjoyable; planting, harvesting, and taking their excess crops by their boat down to Monterey occurs yearly. The ranch facilities, along with the family continues to grow and expand.

OCTOBER 26, 1843 SEE APPENDIX I

Martina Castro sends a letter to Governor Micheltorena complaining that her brother's cattle and sheep are allowed to "run free" therefore she cannot cultivate the eastern Half of her Rancho.

NOTE: Her brother is Rafael Castro, grantee of Rancho Aptos which borders her Rancho along the Sanjon de los Borregas. Rafael's rancho, which is four times the size of Martina's, also has many more sheep and cattle under his ownership than Martina. Under Mexican law, it was not the responsibility of the owner of the animals to keep them on his or her land, but it was the responsibility of the person being infringed upon to keep the animals off his or her property.

Martina continues in her letter.....that she has complained to the Judges for the last eight (8) years with no solution rendered to solve her problem.

At the end of the letter the Governor adds the following note: "Let the (my) Secretary report to me on this subject."

NOTE: When the United States took control of California on February 8, 1848, William Hartnell (who was assigned to straighten out the Archives at Monterey) noticed that this letter was missing from the Archives!

DECEMBER 2, 1843

The Governor's Secretary Manuel Jimeno reports to the Governor that the Branciforte residents have not used SOQUEL

THE AUGMENTATION

DECEMBER 2, 1843 (Continued)

land, and that Martina has not cultivated the eastern half because of her stated problem.

The Secretary concludes by stating that he sees no way to conveniently relieve her of her troubles.

JANUARY 7, 1844

Governor Micheltorena adds the following note to his Secretary's letter dated December 2, 1843....."Let the local Judge administer justice as partitioned for."

JANUARY 7, 1844 SEE SUPPLEMENT- MARIA LUISA JUAN

Governor Micheltorena receives a letter from Ricardo Juan, married to Maria Luisa.....

- Please give (her) a new title, even if it be under the condition of neither transferring or settling, but not for the benefit of all on the subject of pasture and woods, as stated in the first Grant.
- The above conditions are what has caused (her) great expense and many problems.
- Please add to her present title a new title "THE MOUNTAIN RIDGE" immediate to the ranch that actually is known as PALO de la YESCA, that is now unoccupied.

NOTE:

PALO means "stick" or "wood".....in this usage it means stick.

YESCA means "tinder," "touchwood" or "punk" that is used as tinder.....in this usage it means punk.

Therefore, "Palo de la Yesca" means "Punk Stick," dead wood from the oak tree that is used to start a larger fire.

JANUARY 11, 1844

Governor Micheltorena instructs his Secretary Manual Jimeno to.....inform me after taking the necessary information.

JANUARY 11, 1844

Secretary Manual Jimeno sends Ricardo Juan's petition to Francisco Alviso, the second man to hold the title of Alcalde of Branciforte, instructing him to report back to him on the subject.

THE AUGMENTATION

JANUARY 23, 1844

Alcalde Francisco Alviso answers Manual Jimeno as follows:

"The land solicited cannot be granted with the conditions stated in the letter because it is distant about a league and a few varas....."

NOTE: A league equals 2.625 miles, a vara is 2 feet 9 inches.

"and besides in the mountains (several) settlers employ themselves in the working of timber for the support of their families and I believe it cannot be granted. This is all I can inform (you) upon this subject."

NOTE: When the United States took control of California on February 8, 1848, William Hartnell (who was assigned to straighten out the Archives at Monterey) noticed that Francisco Alviso's answer to the Governor's Secretary, Manual Jimeno was missing from the Archive's files.

1844 (EARLY)

On March 14, 1848 Francisco Alviso made the following deposition concerning the period following his letter dated January 23, 1844 in the office of William Blackburn, Alcalde of Santa Cruz.....

"Concerning Martina's request in the Mountain de la Yesca, bordering on the Laguna del Sarjento la Chuchita, I was acting Alcalde of Branciforte. That as the first Alcalde Jose Robles and several others, all residents of the town, reported that the requested land could not be granted."

"Afterwards, in early 1844 being in Monterey and the office of Manual Jimeno who was well acquainted with the requested land, I became convinced that the information given to me was erroneous and therefore I went with Martina Castro to the Governor and there committed that my first objections were now changed to acceptance (the two "cannots" are now can be granted).

NOTE: Remember this deposition made before Judge Blackburn.

FEBRUARY 8, 1844

In a letter, the Governor's Secretary Manual Jimeno writes (to the Governor).....

"Title to Martina Castro was subject to conditions that were common in other titles; that the grantee pay taxes if the

THE AUGMENTATION

FEBRUARY 8, 1844 (Continued)

land belonged, or was claimed by the Town of Branciforte."

"Because the town is (now) planned to consist of four (4) square leagues (a league equals 2.625 miles).....therefore you (the Governor) should commission two persons to survey the town's new boundries which will establish which grantees (of Ranchos) should continue to pay taxes."

FEBRUARY, 1844

Governor Micheltorena assigns Enrique (Henry) Cambustan as his Surveyor General with instructions to survey new boundries for the Town of Branciforte. He is to measure and mark an area of four square leagues, one league in the four directions using the mission as the focal point.

The Governor also instructs Cambustan to survey the new land that is to be added to Martina Castro's original grant, should the Judge give the jurical possession (to her).

Before the United States Land Commission, Henry Cambustan, on March 1, 1854 testified as follows: "I did not comply with the last order of the Governor because the survey of Branciforte was time consuming and the rivers were high and there were no boats for crossing them, and as the order specified no particular time for its execution, I deferred it. Also the roads were almost impassible."

NOTE: Remember Henry Cambustan's testimony, especially the part concerning his inability to measure the land that Martina and Michael wanted to replace the unused half of their Rancho Soquel (the eastern half).

FEBRUARY 9, 1844

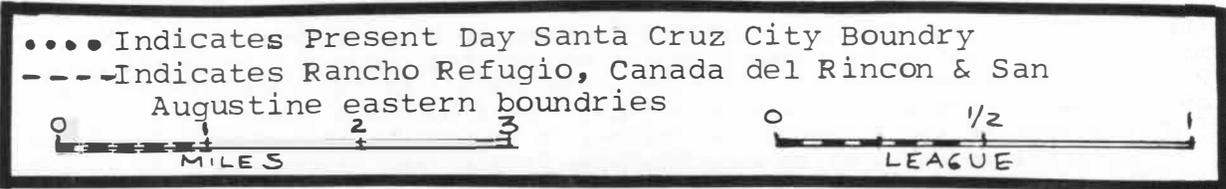
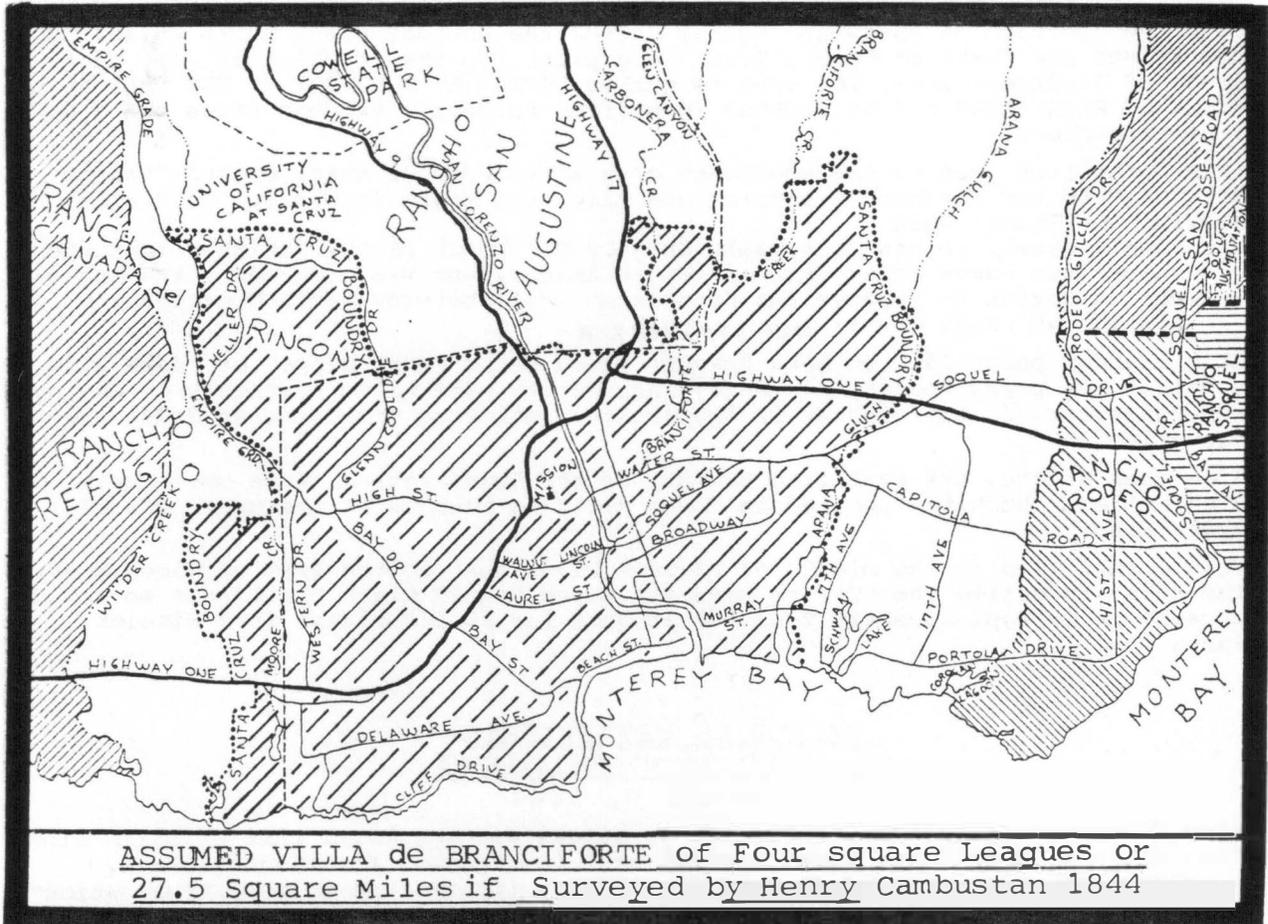
In a letter to Martina Castro (Lodge), the Governor Micheltorena states.....

"Henry Cambustan has (or well) measure the new boundries of the Villa de Branciforte, which will (or will) remove your burden to have to pay to the town taxes."

Next, the Governor, in an added note, instructs his Secretary Manuel Jimeno as follows.....

"Allow the interested party (Martina Castro) to be put in possession of all the extent that she selects from the.....
RIDGE de la YESCA up to the LAGUNA del SARJENTO y la
CHUCHITA including la LOMA PRIETA."

The AUGMENTATION



FEBRUARY 9, 1844 (Continued)

The Governor continued....."The interested party remaining engaging all without the conditions of this title which is returned with this writing for his safety."

This letter to Martina Castro was signed by both the Governor and his Secretary Manual Jimeno.

AUGMENTATION BOUNDRIES ESTABLISHED
BY THE U.S. SURVEYORS OFFICE
1858

- 1 The southwest corner of the Augmentation lies at the junction of Bates and Soquel creeks (the point lies directly to the east of Joel Bates grave site in the Soquel Cemetery in Soquel).
- 2 From the junction of Bates and Soquel Creeks the boundry heads north following the twists and turns of Soquel Creek to a point (on the creek) that lies just south of Hinckley Creek. The spot is called "STAKE AT THE SPOT OF THE PALA DE LA YESCA or PINK TREE" and is further identified as having two oak trees and a madrone tree there.
- 3 This point lies just to the southeast of a small body of water called "Laguna del Sargento (or Sarjento)" located one mile down Mountain Charley Road after leaving the Summit Road.
 - Donald Clark, in his book SANTA CRUZ COUNTY PLACE NAMES, "thinks" that the laguna was named after Sergeant Pedro Amador, who was ordered by the Governor de Borica to improve the Franciscan Trail between Santa Cruz and the Mission at Santa Clara. **SEE APPENDIX A**
- 4 This boundry point lies on Loma Prieta, which means "dark slope" or "dark side of a hill." The peak, located in Santa Clara County nine miles southeast of Lexington Reservoir, is the highest in the entire Santa Cruz Mountains at 3,791 feet in elevation.
- 5 From Loma Prieta, the east side boundry of the Augmentation heads south until an area called "Chuchita" located on "Bean Hill" is reached at the upper end of Ryder Road.
- 6 This corner lies in the middle of Freedom Blvd. just to the west of Hames Road. The point is called the "Cuatro Legues," which Donald Clark "felt" was so named because it is approximately four (4) leagues (or 10 1/2 miles) from Mission Santa Cruz.

BOUNDRIES ESTABLISHED
BY GOVERNOR MICHELTORENA
FEBRUARY 9, 1844

- A The "RIDGE DE LA YESCA" (or Palo de la Yesca) was the small rise of hills along the south side of Bates Creek heading east (northeast) from Soquel Creek.
 - As previously discussed, Palo de la Yesca (translated to mean "Punk Stick") were dead branches taken from the oak tree used to start a fire.
- B This boundry point was the previously discussed Laguna del Sargento, which later for the convenience of the surveyors, was moved slightly to the southeast.
- C This point was either Mount Thayer or Umunhum, both are located within the nine mile long high series of peaks that lie between Lexington Reservoir and Loma Prieta. This range of peaks, the highest in all of the Santa Cruz Mountains, is called the "Sierra Azul" which means Blue Jagged Mountain Range.
 - This area of the former Augmentation, in several court and Land Commission documents is referred to as both "Loma Prieta" and "Sierra Azul de la Loma Prieta."
- D At this early date Loma Prieta was called "CHUCHITA," a word that has been traced to a colloquy or slang word meaning "a hideout" or "a place to hide."
- E This point lies in Borregas Gulch along a direct southwest line extended from Chuchita (today Loma Prieta). During its journey heading southwest it travels down the approximate center of China Ridge which is today totally confined within the Forest of Nisene Marks State Park. At the point where it is met by a line extended directly east from the junction of Bates and Soquel creeks, this point where they meet establishes the northeast corner of Rancho Soquel within the confines of Borregas Gulch.

HOW THE BOUNDRIES ESTABLISHED
BY GOVERNOR MICHELTORENA
EVOLVED INTO TODAY'S AUGMENTATION.

When the Governemt Surveyors arrived in 1858, they were approached by the persons that had settled along the west side of Soquel Creek within the vicinity of today's Soquel Cemetery. When these land owners had purchased their land, they were under the assumption that the land was public land. Under pressure from these owners, the surveyors moved "PALO DE LA YESCA" up Soquel Creek until the contested land was not included within the Soquel Augmentation's boundries.

The PINK TREE.....The Pink Tree is a misspelling of PUNK TREE. When Martina's brother Jose Joaquin testified before the Land Commission in 1855, he testified in Spanish, which was then translated into English. He discussed the term "Palo de la Yesca." He stated that YESCA (sometimes misspelled as YESKA) was dead wood taken from the oak tree, and that YESCA meant "PUNK."

In the translation, the word PUNK appears to be the word PINK. Probably the non Spanish speaking Americans at that time had a difficult time accepting that there was a "PUNK TREE." It was easier to accept that the tree had a pink cast to it, such as the madrone.

Because the Laguna del Sarjento was a point referenced in every deed written to date, this small body of water remained as the Augmentation's northwest corner marker point.

But "Loma Prieta" (today's Mount Thayer or Umunhum) with their surrounding mountainous terrain was another matter. Because of the area's remotness and few attractions for those claiming land in the Augmentation, it was decided not to include it in the area's acreage. Instead, the boundry line from the Laguna del Sarjento would head along a straight line southeast until Chuchita (Loma Prieta today) was reached. But this solution created a problem, because shortly before, this highest peak in all the Santa Cruz Mountains was named in honor of the Superintendent of the U.S. Coast Survey Department (from 1843 to 1867), Benjamin Franklin's grandson Alexander D. Bache.

If the name of the peak were to remain "Mount Bache," then there would not be a "Loma Prieta" boundry point to match deed descriptions. Therefore Alexander D. Bache's name was sacrificed, and the peak formerly called "Chuchita" then "Mount Bache," was now LOMA PRIETA.

Now that Chuchita was called Loma Prieta, there was no point along the Augmentation's boundry called CHUCHITA, a reference point also used in every deed written to date, and used in Martina's deed dated August 29, 1850. And there was another problem that had to be addressed, namely the land lost along the area's west and north sides. To regain this lost acreage, the east side boundry was moved until it headed directly south to include the entire Valencia Creek drainage basin. To solve their dilemma of loosing "Chuchita," they simply moved this reference point down to the small hilly area soon to be called "Bean Hill" at the end of Ryder Road.

After the surveyors completed their survey and it was accepted, Governor Micheltorena's original description of the area that Martina Castro Lodge could select her additional land from was applicable for both areas. It will be remembered that the Governor's words were: "Allow the interested party to be put in possession of all the extent that she selects from the RIDGE de la YESCA up to the LAGUNA del SARJENTO y la CHUCHITA including la LOMA PRIETA."

Every deed written to date (1858) used the above words one way or another, and every one of these deeds agreed with either, or both of the areas!

The PRE-STATEHOOD & GOLD RUSH YEARS

1843 SEE SUPPLEMENT- CARMEL FALLON

According to Thomas McEnery in his book CALIFORNIA CAVALIER, the JOURNAL of CAPTAIN THOMAS FALLON, Thomas Fallon arrived in the area with Captain John Fremont and Kit Carson.

1845

Again, according to Thomas McEnery, after a chance meeting, Martina's husband Michael Lodge invites Thomas Fallon to Christmas dinner at their home on Rancho Soquel (the Ranch).

NOVEMBER 1, 1846- AGREEMENT

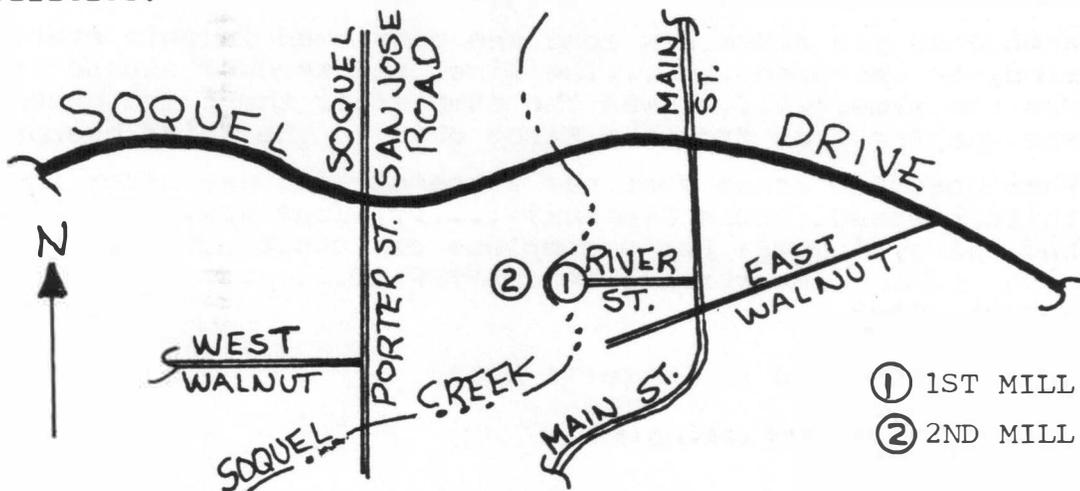
Michael Lodge offers John Hames \$5,000 (today \$66,400) to build a sawmill for him on the Soquel River. The facility is to include the sawmill (probably water operated), a drying and storage yard, a millpond and facilities for the mill workers to live in.

After the mill is complete Hames is to operate the facility. Before Hames and his partner John Daubenbiss can begin producing lumber, the two partners join with Captain John Fremont and march off to fight the Mexican Government forces.

Needing someone to run the mill, Michael Lodge hires Henry Hill. Henry would remain in the employment of the Lodges' for a number of years, from about 1840 to 1850, then he will sue Martina for unpaid back wages beginning in 1850.

DECEMBER 1847

A storm wipes out his sawmill, therefore Michael Lodge hires a new arrival in the area, Adna Hecox to rebuild the damaged facilities.



LOCATION OF LODGE SAWMILLS

The PRE-STATEHOOD & GOLD RUSH YEARS

1847

According to Bancroft in his Volume XIX of the BANCROFT WORKS, Louis Depeaux arrives in Monterey. Little is known of this small in stature Frenchman, but in 1850 he lists his birthplace as New York and birthdate as 1823 making him 16 years younger than Martina. In the 1850 census he listed his occupation as sailor.....actually he was a deserter from the United States Navy when he arrived in Monterey

MARTINA's ACCIDENT and
SOUNDNESS of MIND
1847/1848

FOR COMPLETE TEXT OF
ELIZABETH PECK'S SUIT
SEE CHAPTER 19

On June 6, 1896 Martina's youngest brother Jose Joaquin Castro testified in the matter of the Estate of Martina Castro Depeaux deceased.....Petition for Special Letters of Administration by Elizabeth Peck. Jose testified as to his sisters sanity in a given petition as follows:.....

- Before Martina and Michael went to the gold fields, Martina fell from a fence and she was unconscious for one to two hours.
- When Jose was asked what her state of mind was before and after the fall, he stated.....before the fall she was frequently out of her mind when talking to others. After the fall she was sick of mind (in her head).

Her head was sore; she was out of her head; she would talk about anything that came along out of her mouth.

She would talk about spirits, about the sun, moon and witches.

She was always talking of things that were not natural.

- When Jose was asked how long she continued in this state of mind, he answered.....The first and second husband it was the same.....it was the same after the third husband, she was the same from the first down to the third husband.
- When Jose was asked what her state of mind was after the third husband (Louis Depeaux).....Jose answered she was bad, always! NOTE: For a complete discussion of Jose's testimony refer to CHAPTER 19.....

JANUARY 26, 1848

Gold is discovered at Sutter's Mill.

FEBRUARY 2, 1848 SEE APPENDIX B

The TREATY of PEACE, FRIENDSHIP, LIMITS, AND SETTLEMENT with Mexico is signed at Guadalupe Hidalgo.

The PRE-STATEHOOD & GOLD RUSH YEARS

FEBRUARY 16, 1848- AGREEMENT

When the discovery of gold reaches Soquel, both Martina and Michael are "hit" with gold fever.....wanting to head off for the Sierra Nevada foothills, they:

- Ever since he had built the sawmill on Soquel Creek for Michael Lodge, John Hames had been pressuring him for payment of the \$5,000 (\$66,400). On the above date, Michael entered into an agreement with Hames in which he passed on title to all of his cattle and sheep, plus he gave all of the mill's output profit to Hames as long as he and Martina were in the gold fields.
- The second problem facing them was the potato crop worth \$20,000 (\$280,000) that was ready for harvesting. They made arrangements for another person to handle the crop, leaving them ready to head off for the gold fields.

MARCH 7, 1848

Sometime prior to this date, William Hartnell, the man assigned by the United States to straighten out the Archives in Monterey, notices that Martina Castro's original petition dated October 26, 1843 to Governor Micheltorena and Francisco Alviso's first answer to the Governor's Secretary dated January 23, 1844 are missing from the files.

William Hartnell requests that copies be delivered, and on the above date traced copies are delivered by Ricardo Juan.

Hartnell notices that the cannots in Francisco Alviso's answer to the Governor's Secretary have been crudely changed to si's (yes, or can be granted).

MARCH 14, 1848

William Hartnell requests that Francisco Alviso give testimony before William Blackburn, Alcalde of Santa Cruz concerning the contents of his original letter, and the audience that he and Martina Castro had with the Governor after the letter was written. The deposition is taken on the above date.

1848 (Mid part of the year)

After a proper courtship period, Thomas Fallon marries Carmel (Cota) Lodge.....

- With the marriage vows completed, Michael and Martina head for the "fabously" rich Carson Hill Gold Strike in Calaveras County along the Stanislaus River.

The PRE-STATEHOOD & GOLD RUSH YEARS

- After they have established a country store and entered into a freighting business with a Balo Reed, they send notice to Henry Hill to bring the children still living at home to them, which Henry does.....

Life along the Stanislaus River is difficult, with several encounters with the marauding Indians nearly ending their life there. There is also the problem of cleanliness, which results in the death of their three youngest children.

ADDITIONAL FAMILY MEMBERS WITHIN the VICINITY of MICHAEL & MARTINA

SEE SUPPLEMENT- MARIA LUISA JUAN

There were several family members that were in the vicinity of Michael and Martina's store and freighting business along the Stanislaus River in Calaveras County.

There were the Ricardo Juan brothers that were working the same river, but farther up into the Sierra Nevada where they made their "rich" gold find.....and.....

according to Robert F. Peckham, he came across Thomas Fallon.....

1849 (Early to mid part of the year)

After the death of their three youngest children, a panicky Michael Lodge sends Martina home with the remaining children.

Two weeks after arriving back in Soquel, Martina receives word from an Indian runner that Michael is dead.....

NOTE: How Michael died is a mystery to this day. There are many rumors as to how it occurred. Several family members felt that it was at the hands of their freighting partner, Balo Reed, a man that Michael fought with over not receiving his fair share of the profits.

Michael is buried in the same graveyard that their three children rest in. Later during the twentieth century when construction of the New Melones Dam begins on the Stanislaus River, all bodies in the graveyard are moved to make way for dam construction. Today Michael rests in a common grave with his three young children.

1849 (Fall)

After returning from the gold fields, Thomas Fallon's curiosity concerning Martina's two claims to land and his wife's portion of the two areas causes him to hire Judge Ord as his attorney and head down to the Archives in Monterey to inspect the two grants and associated documents.

The PRE-STATEHOOD & GOLD RUSH YEARS

1849 (Fall- Continued)

Accompanied with Judge Ord, the two meet with William Hartnell, and after inspecting the available documents, Thomas Fallon realizes that only his mother-in-law's grant to the small Rancho Soquel is valid. Both Judge Ord and William Hartnell agree that the Augmentation grant is a fraud and is invalid.

The only question concerning the additional land that both Martina and Michael wanted to replace the eastern half of Rancho Soquel with, was where was the land located, and how many acres did it contain?

At this time, there is also a question that can be asked.....

Was Louis Depeaux living on the ranch and sharing Martina's sexual favors? This question is asked because of the following court case.....

SEPTEMBER 15, 1849

The very first case brought before the Third District Superior Court was a suit against Louis Depeaux. The plaintiff was a Ennis Lodge. It seems the Ennis was "squatting" on Rancho Soquel, building a home there without receiving permission from Martina. After repeated warnings, Louis Depeaux destroyed the home, for which he was taken to court by Ennis. Louis won the case, but had to pay the court costs and slight damages to Ennis Lodge.

Also within this period, Agent William Carey Jones arrives in Monterey to begin his research into both Spanish and Mexican Land Grants, preparing for the legal battles that were yet to come.....

OCTOBER 14, 1849

On this date, down in Mission San Juan Bautista, 26 year old Louis Depeaux marries 42 year old Martina Castro Lodge.

- Later they would have a child that dies after birth. This was Martina's known 13th child.

TREACHERY on the RANCH

FEBRUARY 5, 1850

California is admitted to the Union.

FEBRUARY 18, 1850

Branciforte County is admitted as one of the first 27 counties.

TREACHERY on the RANCH

APRIL 5, 1850

Branciforte County changed to Santa Cruz County.

APRIL 16, 1850 SEE APPENDIX B

The ACT concerning conveyances is passed by the State Legislature to protect the rights of the Mexican woman when her land is sold.

APRIL 17, 1850 SEE APPENDIX B

This ACT concerning the rights of a husband and wife, the wife as a married woman concerning property ownership is passed by the State Legislature.

A CONVERSATION BETWEEN
MARTINA & THOMAS FALLON
EARLY AUGUST 1850

According to testimony given by Thomas Fallon during the two Frederick A. Hihn backed partitioning suits, one for Rancho Soquel and the second for the Augmentation, in early August of 1850, a chance meeting occurred between Thomas Fallon and a worried, and troubled Martina Castro Depeaux.

Martina expresses her desire to keep her children at home on the ranch.....she is upset that they are not living close to her, both before and after marriage.

She is upset by the pressure being put on her by the four son-in-laws Francisco Lajeunesse (Francisco Young), Ricardo Juan (Jean Richard Fourcade), Thomas Fallon, and Lambert B. Clements to divide her lands among her heirs.

Now that California is a state, there are taxes to pay, a burden that had been lifted from her by the Mexican Governor in early 1844.

Squatters and trespassers must now be fought through the courts, which means paying attorney fees and usually a long drawn-out battle before they are evicted. Before California became part of the Union, she could complain to the Governor and he would dispatch quick justice, usually in her favor.

Concerning her desire to keep her children close to her, to this Thomas Fallon answers that it is only right that she should want this.....the loss of two husbands.....three children up in the gold fields.....the death of her father. Martina then states that she wants to give to each of her children, seven daughters and one son a portion of the ranch for them to live on.....

TREACHERY on the RANCH

1850 (Early August)

Beside the previously discussed conversation with Thomas Fallon in which many of her frustrations and worries were stated, there were several additional problems that were affecting her thinking at the time.....

She could not read or write in either English or Spanish, making it difficult for her to deal with the "Gringo," who were increasing in number daily. It also upset her that her daughters were also either marrying, or were being courted by the dreaded Gringo.....

In an interview in 1965 Martina's granddaughter Carrie Lodge stated that during this period she (Martina) was entering that dreaded portion of a woman's life, she was entering menopause. And then there is the testimony of her brother, Jose Joaquin concerning her sanity from early life through her three marriages.

And finally, there is the matter of her third marriage to a much younger man, Louis Depeaux. When they married, she was forty two and had given birth twelve times. He being sixteen years younger, according to Carrie Lodge's interview and statements made by several other historians and following events (the soon to occur marriage of three of her daughters), his interest was more in the daughters than in Martina.

According to later testimony made during the partitioning suits, there was much unrest within the Depeaux household, unrest probably caused by Louis's interest in the daughters, driving them from the home and into marriage. Also according to testimony later, Louis was unpopular with the neighbors, either being taken to court, or being threatened with a law suit.

Martina, being a very religious woman found her solice in the Church, but even here there was problems.....

ARTICLE of AGREEMENT SEE APPENDIX B
AUGUST 28, 1850

After his friendly discussion with Martina, Thomas Fallon goes to the newest son-in-law Lambert B. Clements (he had recently married Martina's fourth oldest daughter Maria Josefa) and asks him to write the Article of Agreement stating Martina's wishes concerning her children and the responsibilities she wants from her son-in-laws.

- The Article of Agreement states ^{SEE SUPPLEMENT- MARIA JOSEFA CLEMENTS} that each of her children are to be given an equal portion of the Rancho now in her possession.....not an equal portion of the entire ranch, but an area for a homesite only.

TREACHERY on the RANCH

ARTICLE of AGREEMENT

AUGUST 28, 1850

- In the document her homesite is described, consisting of about 219 acres which cannot be settled on by the children.
- The children are given permission to build a home and include all necessary additional improvements.
- Martina binds herself not to molest the children and son-in-laws, giving them the same privileges that she enjoys in owning the rancho.
- Martina also binds herself not to sell or otherwise dispose of any part of the ranch they choose to live on.
- The four son-in-laws (Francisco Lajeunesse, Ricardo Juan, Thomas Fallon and Lambert B. Clements) agree to protect and defend the ranch against all invaders and squatters.

Over a period of a few days, the Article of Agreement is signed, with Martina's husband Louis Depeaux signing as a witness, each of the son-in-laws signing (Francisco Lajeunesse using the alias Young signs with his mark) and finally Martina puts her mark on the paper.

AFTER THE FINAL SIGNATURE IS PUT ON THE ARTICLE OF AGREEMENT, THOMAS FALLON TAKES IT, STATING THAT IT IS NOT A LEGAL PAPER, THAT IT WOULD NOT HOLD UP IN COURT. HE STATES THAT HE WILL HAVE A LAWYER LIVING ON THE RANCHO, DURRELL S. GREGORY, CHANGE IT INTO LEGAL FORMAT, A DEED.

ACCORDING TO LOUIS DEPEAUX, LATER TESTIFYING IN A DEPOSITION, HE SAID "FINE, AS LONG AS THE SECOND PAPER AGREES WITH THE JUST SIGNED ONE."

THE ORIGINAL ARTICLE of AGREEMENT, SIGNED BY LOUIS DEPEAUX, MARTINA AND THE FOUR SON-IN-LAWS DISAPPEARS, NEVER TO SURFACE AGAIN. OVER THE YEARS TESTIMONY IS GIVEN THAT IT IS IN THE HANDS OF SEVERAL PERSONS, BUT IT NEVER SHOWS UP DURING ANY OF THE FOLLOWING COURT SUITS.

DURING COURT TESTIMONY, IT WOULD BE ALLUDED TO, AND IN A DEPOSITION MADE IN 1856, LOUIS DEPEAUX WOULD QUOTE IT ALMOST WORD-FOR-WORD, BUT THE ARTICLE WOULD REMAIN LOST UNTIL.....

ONE DAY, IN THE MIDDLE OF 1993, STANLEY STEVENS, HEAD OF THE MAP ROOM AT THE UNIVERSITY of CALIFORNIA AT SANTA CRUZ WAS RESEARCHING THROUGH LEON ROWLAND's FILES IN THE SPECIAL COLLECTIONS ROOM AT THE UNIVERSITY CONCERNING MARTINA's FATHER JOSE JOAQUIN AND HIS LAND GRANT, RANCHO SAN ANDRES. IN ONE OF THE BOXES STAN CAME ACROSS A DOCUMENT THAT PUZZLED HIM BECAUSE IT CONCERNED MARTINA AND HER FAMILY. IT WAS A COPY OF THE ORIGINAL ARTICLE of AGREEMENT, WHICH VERIFIES BOTH THE PRECEEDING AND FOLLOWING.....

TREACHERY on the RANCH

The "DEED" SEE APPENDIX B
AUGUST 29, 1850

On the evening of August 29, 1850 there is a knock on the door of Martina's home in Soquel. When the door is opened, there stands Peter Tracy, County Recorder, Clerk of the Superior Court and County Auditor, and local Judge T.R. Per Lee.

PETER TRACY was born in County Cork, Ireland in 1816, the same county that Thomas Fallon and Michael Lodge were born in. To quote Leon Rowland....."if it were not for this man's death on August 7, 1857, he would undoubtedly have become one of Santa Cruz County's wealthy men."

At this time we must remember that both Thomas Fallon and Peter Tracy are Irishmen, and at this time nationalities tended to "stick together," much as they do to this day.

When the two men entered the room, sitting on the couch was Martina and her husband with his arm around her. Martina was not feeling well and Louis was comforting her. Also present was Martina's son Miguel Antonio and the youngest daughter Guadalupe.

Peter Tracy handed a seven page document to Martina for her signature (the Article of Agreement was only two pages long).

- The deed states that it is between Martina Castro, her married and unmarried children and her son-in-laws.
- The deed states: That she was given a grant on November 23, 1833 with certain restrictions that have since been released.
- It further states that she requested of the Governor that he remove the limitations and restrictions and in addition requested a new title for another tract of land on mountain which was granted to her and family.

This additional land extended as far as the Laguna del Sarjento and la Chuchita including the Loma Prieta without any conditions or limitations.

- Each of her children is to have 1/9th of both ranches (she retaining the other 1/9th). The childrens share is to extend from the Pacific Ocean to the Laguna del Sarjento and the Chuchitas.

NOTE: The above description of the childrens share of the two ranches excluded the triangular shaped area that extended from the Laguna del Sarjento, to the Loma Prieta, then down to the Chuchita (today Loma Prieta).

This exclusion is an important point to remember!

TREACHERY on the RANCH

The "DEED"

AUGUST 29, 1850

- The deed also describes her ranch area, which later would be established to consist of 219 acres.
- The deed ends with the establishing the rights of her children, similiar to those stated in the Article of Agreement.

When the deed is presented to her by Peter Tracy, she refuses to sign it because it was written in English, and not properly translated (testimony by Louis Depeaux). Peter Tracy then stated that this document was the same as the paper signed the day before, the Article of Agreement (again based on Louis Depeaux's testimony). Peter then stated that he had not had the time to translate the deed.

Eventually Martina's mark was put on the deed. It was put there with Peter Tracy's help (he would later testify that he held the top of the pen while she made her "X").

OR

As Louis Depeaux would later testify, when Martina refused to sign the deed, out of his frustration, he grabbed the pen and made her mark himself.

After Martina's mark is put on the deed at this time (supposedly), Peter Tracy acknowledges both Martina and Louis Depeaux in his capacity as Clerk of the Court (see the ACT of April 16, 1850 which establishes who may, and who may not acknowledge a deed when it involves a woman selling part, or all, of her property).

On the back of one of the seven pages of the deed, Louis Depeaux (supposedly) writes "I have read the foregoing and fully agree with the conveyance therein made by my wife." Louis then signs this short addition.

FINDINGS and CONCLUSIONS to DATE

So far in the story we have established that:

- Martina and Michael Lodge did not want, or request the 32,000 plus acres that comprise today's Augmentation!
- That the grant supposedly giving her this land never existed, which will later be confirmed by the United States Land Commission.
- That Martina and Michael Lodge only wanted enough land to replace the eastern half of their Rancho Soquel, the half that Martina's brother Rafael Castro's cattle and sheep

TREACHERY on the RANCH
FINDINGS and CONCLUSIONS to DATE
(Continued)

invaded during the eight years after Martina received her "Soquel" grant.

- That Thomas Fallon, with the help from Lambert B. Clements, and possibly Francisco Lajeunesse and Ricardo Juan, and certainly from Peter Tracy "created" the Soquel Augmentation Rancho in the deed dated August 29, 1850 without the knowledge of Martina. What part Louis Depeaux played in this fraud we can only speculate at, but he would later testify that "one or more" of the son-in-laws told him that the deed was a fraud from the very beginning.
- That the Article of Agreement reflected Martina's true desires, namely to give to each of her eight children a section of her land on which to build a homesite, and when the Article was signed she believed that she was in possession of her small Rancho Soquel and about 1,120 acres within the vicinity of today's Soquel Cemetery.
- That the Deed dated August 29, 1850 was a fraudulent paper and would be so decreed by the 7th District Court in Contra Costa County in 1858.

QUESTIONS THAT NEED ANSWERS

- How did the fraudulent Augmentation with its 32,702 acres become a legitimate grant?
- What happens to Martina as she becomes aware of the fraudulent activities of both her son-in-laws and her beloved children plus a number of trusted persons, notably her third husband Louis Depeaux?
- How did the attorney Robert F. Peckham get the courts to accept Martina's fraudulent deed as being legitimate, which in turn made two legitimate deeds with the Catholic Church declared as fraudulent?

CHAPTER 3

THE TURBULENT YEARS

**1850
TO
1855**

Intentially left blank.

TREACHERY on the RANCH

As the end of 1850 approached Louis Depeaux and Martina received a tax bill from the State for the amount of \$300 (\$4,200 today). The bill was for their small Rancho Soquel and the improvements that had been added over the years.

The RANCH

When Michael and Martina built their final homesite, they chose a plateau that overlooked the beach to the south and the Soquel River to the west. In back of the plateau there was a ravine (Noble Gulch) where there was a year-round water supply from a spring. The spring was plentiful enough to provide both their home and garden with water. Their home was a three room adobe house that had a depth of thirty-feet and measured fifty feet across the front. The largest of the three rooms was the middle one which had a large fireplace and board floor. It served as the general living and reception room. The beams that supported the roof were rough and covered with horsehide tanned with the hair left on. The house and garden was surrounded by a fence of redwood pickets driven into the ground. Nearby they built an ox-powered flour mill. When they moved onto the land and began building these, and many additional facilities, they were what is thought to be the first permanent buildings within the Capitola/Soquel area. As mentioned in the earlier discussion of the Article of Agreement and the Deed, the Lodges' Ranch would consist of 219 acres when later surveyed.

LIFE on the RANCH with Michael Lodge

Before Michael and Martina headed off for the Sierra Nevada and the Gold Fields, life on the Rancho was difficult in this isolated wilderness, providing challenges daily that had to be either met head-on, or left behind. While Martina was noted for being a very bad business woman, she more than made up for it by installing into her children the necessary traits to survive in this harsh and rugged world.

What was life on the ranch like before Michael's death? For Michael it was a constant battle with the elements just to survive and turn the land into a profit-making enterprise. There were the many large redwoods that had to be cut down and their stumps removed before planting could follow; farmland that needed constant tending to keep out Mother Nature's wilderness and wild animals; then there were the farm animals that were so necessary, the cattle that was their main source of income, the sheep, pigs, chickens and horses.

And for the woman, what was life like? There was the cooking that had to be done daily in crude outdoor ovens; the bread and other delicacies that had to be made. The prep-

TREACHERY on the RANCH

LIFE on the RANCH with Michael Lodge (Continued)

aration of food had to be carefully planned because there were no local stores to run to when an item was needed, not even a general purpose store in Santa Cruz. One had to go all the way down to Monterey to do the shopping.

To wash the clothes there was only the water in the Soquel River and the rocks that lined its shore to pound the dirt out of the clothes. Because of the constant danger from Indians and bandits, the girls had to be capable of riding and shooting like a man, a feat that Martina and her daughters, for the most part, accomplished. Martina was a hard task-master, teaching her daughters the necessary chores that they would have to perform as a wife later.

And what was Michael doing while Martina and the girls were performing their chores, always in pairs if they had to go any distance from the home because of the dangers? Michael could be in the forest cutting down a redwood, hunting for their next meal or stripping the tan oaks of their bark and tying it into bundles for shipment to the local tannery.....or.....he could be tending the fields, watching over the cattle and sheep, which they were now grazing within the vicinity of today's Soquel Cemetery, the area referred to as "Palo de la Yesca" or simply "Yesca."

Michael could also be found performing his favorite pastime, carpentry work. Then there was their small boat, used to ship their surplus fruits and vegetables down to Monterey in.....they, like many others in the area shipped product down to the Presido and the town of Monterey because of the many foggy days they had to endure there, which greatly restricted the growing season.

Before California joined the Union, there were no taxes to pay, but still Michael had to produce a profit in order to maintain the staff of servants necessary to help him manage the ranch. Many times this effort to pay the bills and help took a strange and difficult course. Michael, being a sailor in his early years, hated to ride a horse, preferring to walk. More than once the local Indians would raid the ranch, leaving the cattle and other animals untouched, taking only the horses. Being a necessary animal to have, in order to restock, Michael would walk to Monterey, build several wagons and sell them there, then walk back home with the money in his pocket.

LIFE on the RANCH with Louis Depeaux

Little is written of what life on the ranch was like after Michael Lodge's death in 1849 and Martina's marriage to the younger by 16 years, little Frenchman Louis Depeaux on October 14, 1849. With little written evidence, we are left

TREACHERY on the RANCH

LIFE on the RANCH with Louis Depeaux (Continued)

to guess and speculate, but there are several clues available to guide us towards a partial understanding.

Before Michael's death up in the Gold Fields, Nicanor Cota, Martina's oldest daughter married the French-Canadian trapper Francisco Lajeunesse in 1839; in 1842 her second oldest daughter, Maria Luisa Cota married the Frenchman Jean Richard Fourcade, better known as Ricardo Juan; then just before they (Martina and Michael) left for the Gold Fields, in 1848 Carmel (Cota) Lodge married the Irishman Thomas Fallon. Shortly after Michael's death and her "strange" marriage to Louis Depeaux, in 1850 her fourth daughter Josefa married Lambert B. Clements who had been living on the ranch for several years. These four marriages were troublesome to Martina, mainly because they were to the "dreaded gringo," non to a man of either Mexican or Spanish descent.

After Louis Depeaux (supposedly) moved in with Martina before marrying her, Josefa suddenly moved out and married, then next to leave before marriage was both Antonia and Helena, Antonia to marry Henry Peck in 1851 and Helena the next year to Joseph Littlejohn (in 1852).

According to later court testimony, Louis was a disliked man that few would trust, taken to court several times. Also according to testimony, there were rumors of conflict within the Depeaux household, consisting after the marriage of Martina, himself, and the young daughter Guadalupe and the son Miguel. All in all, life on the ranch after Michael's death was far from the enjoyable environment provided by Michael Lodge.

The tax bill presented to Martina and Louis Depeaux is due (probably) by the end of the year. Because they do not have the money at the time, they approach Thomas Fallon, with Thomas agreeing to loan them the money, but only with certain conditions attached. Judge T.R. Per Lee is approached and he draws up a deed for both Martina and Louis Depeaux to sign.

NOVEMBER 28, 1850 SEE APPENDIX 'B'

In Judge T.R. Per Lee's office, he acknowledges both Martina and Louis's signatures on the deed signed in Martina's home on the night of August 29, 1850 (it will be remembered that only Peter Tracy acknowledged the deed that night).

NOVEMBER 29, 1850 SEE APPENDIX 'B'

Again in Judge T.R. Per Lee's office, both Martina and Louis Depeaux affix their signatures, Louis signs, Martina signs with a "X" to a prepared deed in which Thomas Fallon loans

TREACHERY on the RANCH

NOVEMBER 29, 1850 (Continued)

the two grantees \$300 (\$4,200) with the following as collateral.....Martina's entire homesite (219 acres) in the lower ranch.....Martina's 1/9th claim to land in the upper ranch (the Augmentation) below a line drawn from the Laguna del Sarjente to the Chuchita (today the Loma Prieta), plus all of Martina's claim to land above the latter line (the traingular shaped area with the Laguna del Sarjente, the Chuchita and Loma Prieta [today Mount Thayer] as its corners).

Payment of the entire \$300 is due in six (6) months with a penalty of 10 percent per month of the balance due each month the balance is deliquent.

It is more than probable, that because the deed just signed was written in English and read to Martina, that at this time she was still ignorant of the "fraudulent" claim that was created by her son-in-laws in the deed signed August 29, 1850.

DECEMBER 1850

During the month of December Joseph Sadoc Alemany arrived in San Francisco ready to assume his assigned position as Bishop for both Lower (Baja) and Upper California. His "headquarters" were to be in Monterey. Because California was now part of the United States, Lower California resented being controlled by a bishop stationed in Upper California. After much infighting within the Catholic Church, Lower California was removed from Alemany's control, then shortly after, Upper California was divided into three Sees: Southern California headquartered in Los Angeles; Central California working out of Monterey; and Northern California, including Nevada and the Montana-Utah areas headquartered in San Francisco. Joseph Sadoc Alemany assumed his new position as Archbishop of the new San Francisco See on July 29, 1853.

JANUARY 1851

Father John Francis Llebaria arrives from the east and is soon assigned by Bishop Alemany to work up in the Yuba River area inspecting the Catholic Church facilities there. On May 9, 1852 Bishop Alemany appointed him his Vicar General, making him second in command to himself in all of the Northern California area. Llebaria would retain this position after Alemany became Archbishop in July of 1853. During the 1852 to 1853 period, and into 1854 he was assigned to the church in Santa Cruz, an important point to remember.

MID 1851

Mountain Charley arrives on the Summit, settling there. Also to arrive shortly is the Schultheis family, settling at the corner of today's Summit Road and Old Santa Cruz Highway.

TREACHERY on the RANCH

MAY 12, 1851 SEE SUPPLEMENT- MARIA ANTONIA PECK

Maria Antonia Lodge, Martina's fifth daughter marries Henry Peck.

MAY 27, 1851

The \$300 that Thomas Fallon loaned Martina and Louis Depeaux is due in full. The unpaid balance, of which Thomas claims he has not received any portion of to date, begins at a penalty rate of ten percent per month on the unpaid balance.

JANUARY 1852 SEE APPENDIX A

The United States Land Commission convenes in San Francisco to determine ownership of Land Grants awarded by the previous Spanish and Mexican governments. Even though the commission convened in January, they would not hand down their first decision until August.

FEBRUARY 5, 1852- Lease SEE APPENDIX I

Martina leases the entire lower ranch to Gervis Hammond for a period of five (5) years. This was a logging agreement for which Gervis agreed to pay Martina \$1,500 (\$21,000) the first year and \$2,500 (\$35,000) for each of the next four (4) years.

This agreement, which was in disagreement with the terms stated in both the Article of Agreement and the Deed of August 29, 1850, in which Martina agreed not to sell or otherwise dispose of any part of the ranch that her children choose to live on, ends when Gervis Hammond dies in 1854.

FEBRUARY 1852

Martina receives a Summons from the U.S. Land Commission for Rancho Soquel. She and Louis Depeaux hire Durrell S. Gregory to handle their case before the commission.

MARCH 1852

Sometime during the month Louis Depeaux deserts Martina, leaving her to face the land commission on her own.

MARCH 30, 1852- DEED

On this date Josefa and her husband Lambert B. Clements sell Josefa's 1/9th claim to land in both ranches to Pruitt Sinclair (St. Clair) and his partner Jones Hoy. This is the first deed based on Martina's 1850 deed. Josefa and her husband sell the two claims for \$2,000 (\$28,000).

APRIL 19, 1852

Durrell Gregory answers the Land Commission on behalf of Martina's claim for Rancho Soquel in San Francisco.

MAY 8, 1852- SCHOOL LAND WARRANTS SEE APPENDIX A

On this date, by Act of Congress, the State of California

TREACHERY on the RANCH

MAY 8, 1852 (Continued) SEE APPENDIX A

was granted 500,000 acres of Public Land that was to be sold in order to support its new school system. Called SCHOOL LAND WARRANTS, the warrants could be sold to the public on Public Domain Land only. The law, established by Congress denied the sale of warrant land within both Spanish and Mexican land grants. Under State law, School Lands, including the right to make selections, could be purchased for as little as \$1.25 per acre (\$17.50 today). The total amount of land sold to an individual could not exceed one square mile, or 640 acres.

While it was against the law to purchase land within a land grant, because of the unsettled boundry lines between Public Domain and land grants, many warrants ended up within a grant. Sometimes this was done through ignorance, sometimes by error, sometimes on purpose by the grantee. When it was discovered that a warrant was issued for land within a land grant, the grantee was assigned an equal amount of land elsewhere on Public Land. This was called "floating a warrant."

MID 1852 SEE SUPPLEMENT- MARIA HELENA LITTLEJOHN

Maria Helena Lodge marries Joseph (Jose) David Littlejohn.

JUNE 28, 1852- SCHOOL LAND WARRANT

Peter Tracy, County Recorder purchases School Land Warrant No. 228 totaling 160 acres. The land lies on the headwaters of Bates Creek then called Arroyo de la Ballena (Stream of the Whale).

The FALLON PARTITION SUIT

August 2, 1852

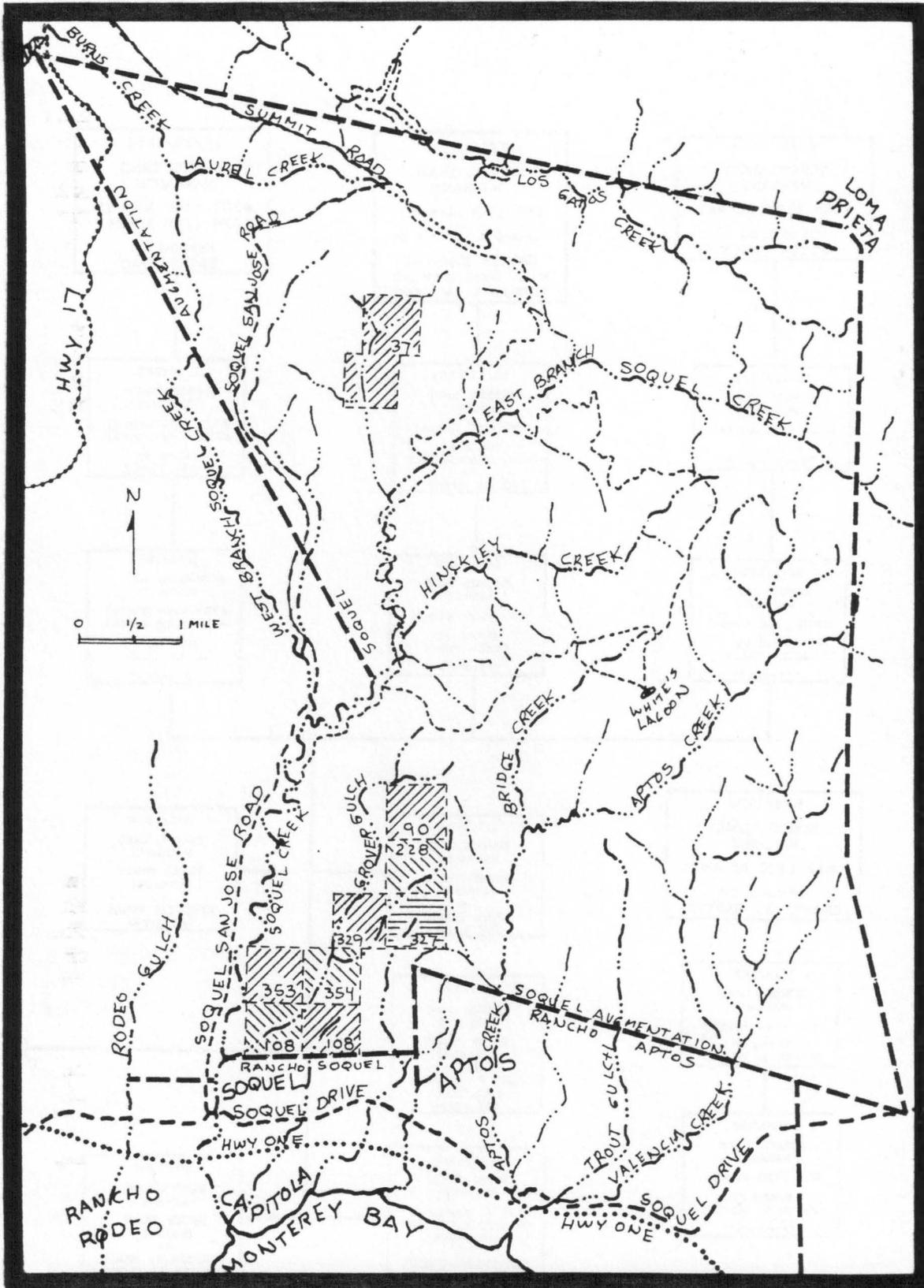
Thomas Fallon, Pruitt Sinclair and Jones Hoy and Carmel Fallon have a Summons and Complaint served on Martina, Francisco and Nicanor Lajeunesse, Ricardo and Maria Luisa Juan, Henry and Maria Antonia Peck, Jose and Helena Littlejohn and Martina's unmarried daughter, Guadalupe and her son Miguel. Purpose of the suit is to force Martina into partitioning her two ranches; Rancho Soquel and the supposed grant that extended to and beyond today's Loma Prieta.

Martina hires Durrell S. Gregory to represent her in the suit against the four plaintiffs.

AUGUST 3, 1852- SCHOOL LAND WARRANT

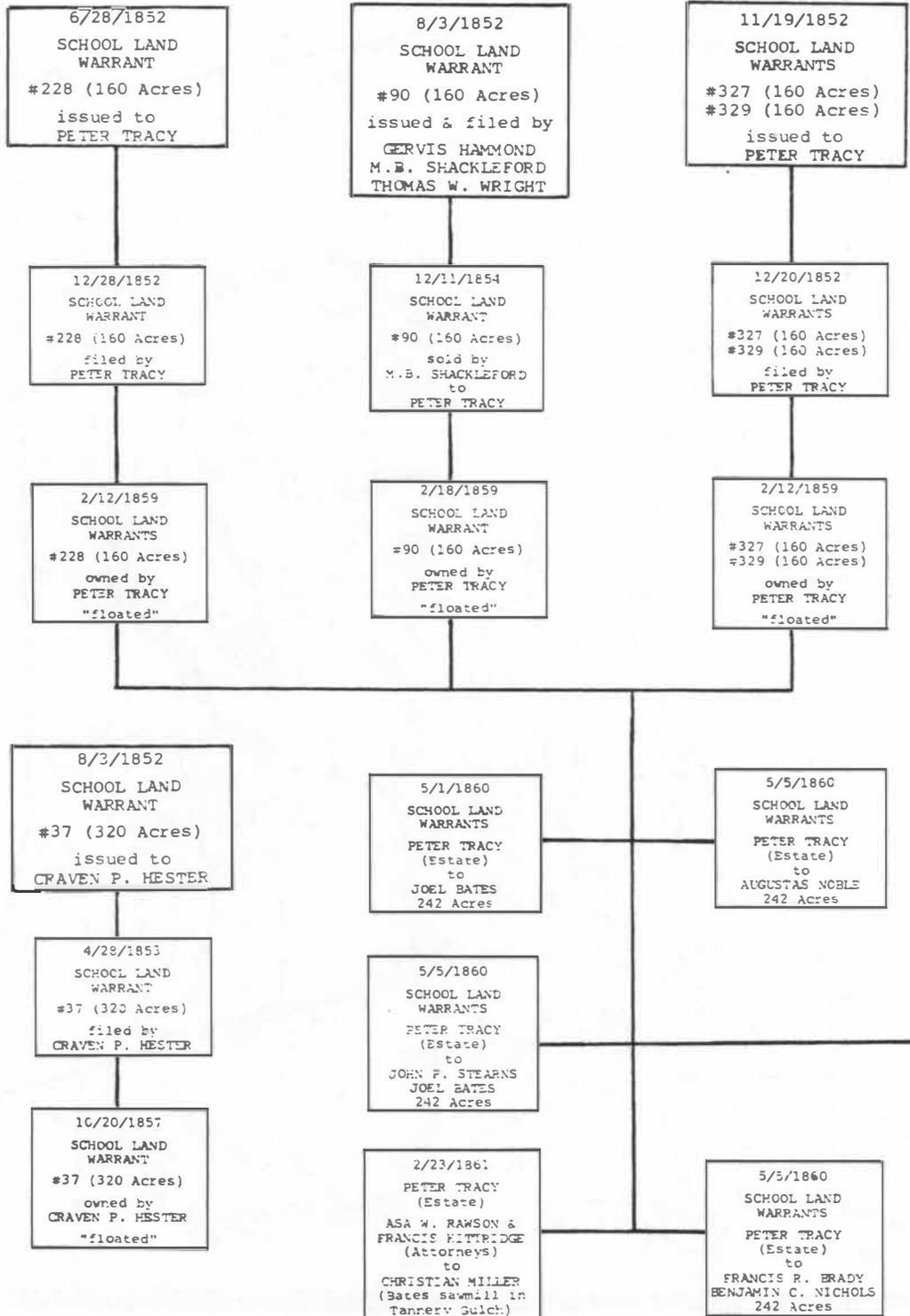
Gervis Hammond, Montgomery B. Shackelford and County Surveyor Thomas W. Wright purchases School Land Warrant No. 90 totaling 160 acres. The land lies on the upper headwaters of Bates Creek then called Arroyo de la Ballena (Stream of the Whale).

SCHOOL LAND WARRANTS



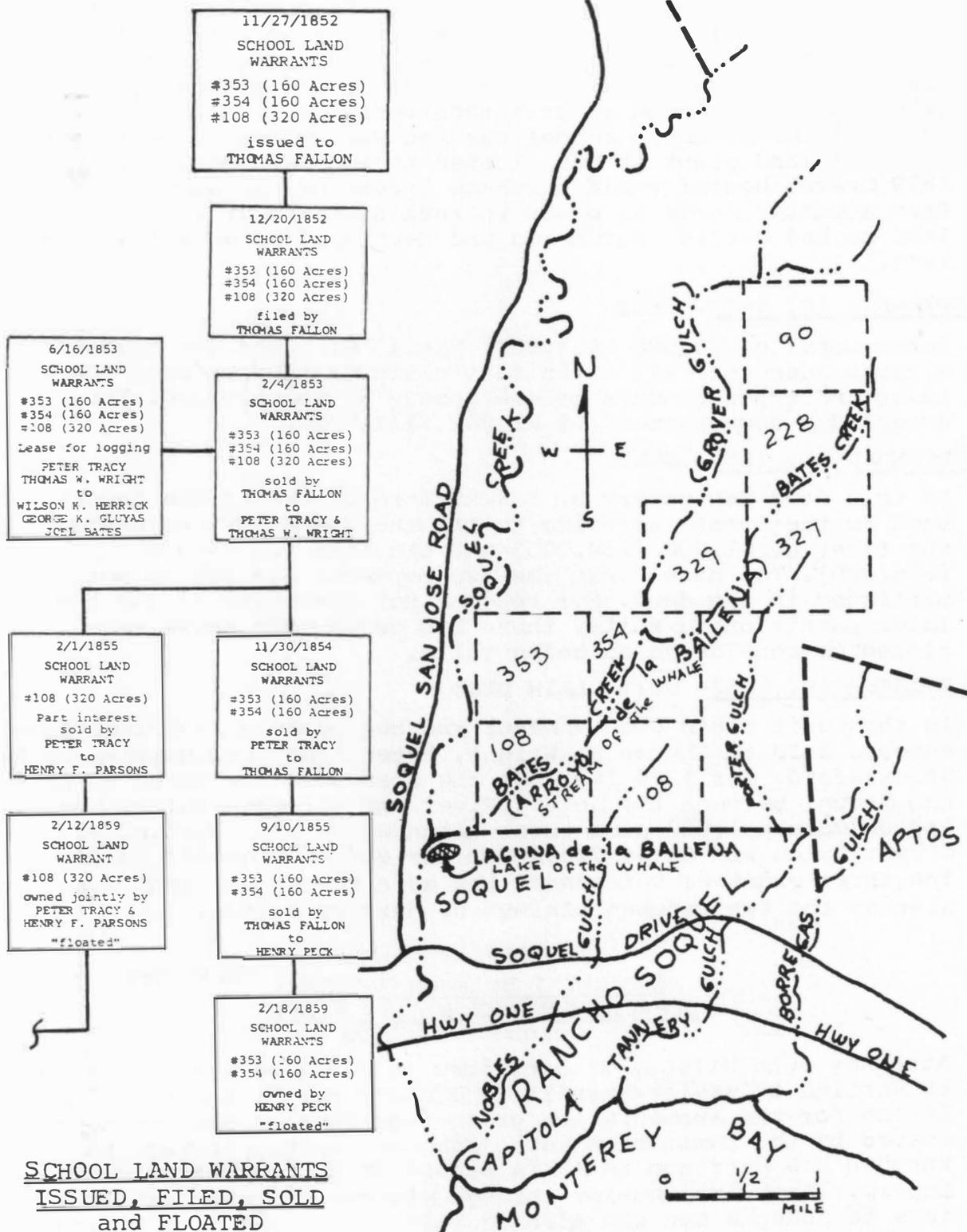
LOCATION of SCHOOL LAND WARRANTS

SCHOOL LAND WARRANTS



SCHOOL LAND WARRANTS ISSUED, FILED, SOLD and FLOATED

SCHOOL LAND WARRANTS



SCHOOL LAND WARRANTS
ISSUED, FILED, SOLD
and FLOATED

LOCATION OF SCHOOL LAND WARRANTS
ALONG ARROYO de la BALLENA
(TODAY BATES CREEK)

TREACHERY on the RANCH

AUGUST 3, 1852- SCHOOL LAND WARRANT

Craven P. Hester purchases School Land Warrant No. 37 totaling 320 acres. The land lies on the headwaters of Amaya Gulch, then an unnamed gulch. Craven Hester, according to Donald Clark was a spare man, quiet, affordable and pleasant. He replaced Judge H. Watson after Watson resigned from the District Court. After Hester's school warrant was judged to be located within a land grant it was floated to another location. In 1859 Craven Hester would purchase 1/24th of the Augmentation from Augustas Noble in order to retain ownership of the land he had earlier purchased and developed as School Warrant land.

SEPTEMBER 10, 1852- DEED

For a total of \$6,000 (\$84,000) Maria Luisa and her husband Ricardo Juan sold all of Luisa's claim to land in both the lower and upper ranches to Montgomery B. Shackelford. They accepted a down payment of \$1,000 (\$14,000).

SEPTEMBER 10, 1852- DEED

In this deed Montgomery B. Shackelford mortgages the lands back to the Juans, agreeing to pay the Juans' two payments, the first of \$1,000 (\$14,000) and the last for \$4,000 (\$56,000). The dates that the two payments are due is not mentioned in the deed. For reasons not specified during the later partitioning suits, these two deeds were never mentioned or considered as being valid.

SEPTEMBER 19, 1852- QUIT CLAIM DEED

In this quit claim deed Nicanor and her husband Francisco Lajunesse sold to Thomas W. Wright, Peter Tracy and Montgomery B. Shackelford, for \$224 (\$3,136) the area that lie north of Rancho Soquel between the Soquel River and Borregas Gulch. The approximately 1,000 plus acres extended to the junction of Grover Gulch and Bates Creek (to the end of Prescott Road). The three grantees considered the area government land separating the two ranches claimed by Martina Castro.

AGREEMENT Between MARTINA, SEE APPENDIX B
DURRELL GREGORY & JOHN WILSON
October 28, 1852

Attorney John Wilson, with offices in San Francisco is hired by Martina to assist Durrell S. Gregory before the Land Commission for the Augmentation grant (the summons has not been issued by the commission yet). John is related to Martina through his marriage to Maria Ramona de la Luz Carrillo y Lopez....they are cousins through Michael Lodge's first marriage to Josepha Luz who died in 1829. John came to California in 1849 as an Indian Agent, then served as an agent for the United States Navy in San Francisco. After he resigned this position, he became a practicing attorney, specializing in Mexican land claim cases.

TREACHERY on the RANCH

AGREEMENT Between MARTINA,
DURRELL GREGORY & JOHN WILSON

October 28, 1852

(Continued)

On the above date Martina met with attorneys Durrell Gregory and John Wilson and entered into the following agreement:

- It is stated that her husband, Louis Depeaux has deserted her and she has no idea if he will ever return. In leaving her, he has left her to manage her property by herself.
- Because her two titles must be confirmed before the Land Commission she needs legal help.....

and

because she is being sued by John Hames and I. Belden & Company she needs legal help.....

and

because she expects other suits she needs legal help.

- Because she is having difficulties in settling with tenants and others she needs legal help.
- Because some of her children have by fraud and unfair dealing "pretended" to have obtained from her a conveyance of part of the rancho which pretended conveyance she is desirous to have set aside by suit in court, she needs legal help.....

and

because she desires to have brought immediately and to recover rents and profits and damages of them for taking possession and occupying portions of the rancho under this fraudulent deed she needs legal help.

- She also wishes to bring suit against John Hames for rents and profits and damages for unlawfully occupying a portion of the rancho and for cutting timber thereon.

Actually the suit against Martina concerning the \$5,000 (\$66,400) that her deceased husband had promised to pay John Hames November 1, 1846 to build a sawmill for him on Soquel Creek had not begun yet.

- In the agreement Martina agrees to give to the two attorneys one half of whatever they are able to recover on her behalf. It is also agreed that Durrell Gregory's portion will be reduced by whatever amount that he gains on behalf of his soon to be client John Hames against Martina.

TREACHERY on the RANCH

NOVEMBER 19, 1852- SCHOOL LAND WARRANTS

Peter Tracy, County Recorder purchases School Land Warrants Nos. 327 and 329, each totaling 160 acres. Peter's land is located within the vicinity of Bates Creek and Grover Gulch.

NOVEMBER 27, 1852- SCHOOL LAND WARRANTS

Thomas Fallon purchases School Land Warrants Nos. 353 and 354 totaling 160 acres each, and warrant No. 108 for 320 acres. The three warrants are located within the area that Thomas W. Wright, Peter Tracy and Montgomery B. Shackelford purchased from Nicanor and Francisco Lajeunesse SEPTEMBER 19, 1852. All six persons involved in the transactions considered the area from Rancho Soquel north to the end of today's Prescott Road and between the Soquel River to Borregas Gulch government land. Thomas Fallon paid a total of \$1,370 (\$19,180).

It should be mentioned here that the area purchased by the four men was the same area that Martina and Michael Lodge wanted to replace the eastern half of Rancho Soquel with.

DECEMBER 20, 1852- SCHOOL LAND WARRANTS

Peter Tracy files officially for School Land Warrants Nos. 327, 329 and 228, while Thomas Fallon files for Nos. 353, 354 and 108.

FEBRUARY 4, 1853- SCHOOL LAND WARRANTS

Thomas Fallon sells his three School Land Warrants totaling one square mile (640 acres) to County Recorder Peter Tracy and County Surveyor Thomas W. Wright.

FEBRUARY 6, 1853

On behalf of Martina Castro Depeaux, both Durrell Gregory and John Wilson file a petition for the land now known as "Shoquel" or the Augmentation, shortened to "Augmento. Rancho Soquel is referred to by the Land Commission as simply "Soquel."

In this petition, it is stated that....."because Martina Castro found it entirely inadequate to support her family on just the original grant, she asked for an additional grant lying at and adjoining on the back of the others, from the sea shore extending from the ridge to which her other grant extended called "PALO de la YESCA," up to the LAGUNA del SARJENTO" and "la CHUCHITA" including "la LOMA PRIETA" which place was called "PABLO de la YESCA" of which land she has taken possession of before she so petitioned for the grazing of her stock and of the cutting of wood, etc., and has ever since been in possession and has cultivated parts thereof."

The petition ends with.....that after due proper inquiries were made of Governor Michelorena, that on January 7, 1844 he made a grant of the above mentioned boundaries. Because she has lost the original grant given to her, she therefore is providing a copy from the archives in Monterey."

TREACHERY on the RANCH

FEBRUARY 13, 1853- DEED

Maria Antonia and her husband Henry Peck, for \$200 (\$2,800) sell all of Antonia's claim to land in the upper ranch (1/9th) to Montgomery B. Shackelford.....for reasons never stated during the later partitioning suit, this deed is never discussed or considered as being valid.

MARCH 1853 (This is an approximate date)

When the Reverend John Ingoldsby arrived on the scene from Chicago is not known, but from church records and court testimony, it was sometime during the late 1852 or early 1853 period.

Records that the Catholic Church possess of this man seem to indicate that after he arrived in San Francisco he served directly under Father John Llebaria. Ingoldsby was a man of many talents, one of which was an ability to raise money for the church, and another which was his understanding of deeds and agreements, especially deeds relating to Mexican Land Grants.

This man will play an ever increasing role in Martina's story, a role that will make him, along with the Archbishop Alemany and Father Llebaria appear as villians. But this "false" appearance will be corrected as the story continues.....

APRIL 28, 1853- SCHOOL LAND WARRANT

School Land Warrant No. 37 for 320 acres is filed by Craven P. Hester. Shortly it will be floated to another area on Public Land.

AGREEMENT Between JOEL BATES, **SEE APPENDIX F**
PETER TRACY & THOMAS W. WRIGHT
June 16, 1853

Joel Bates was born in 1802 in New Jersey. He died October 21, 1861 and is buried today in the Soquel Cemetery directly opposite where Bates Creek merges with Soquel Creek. Joel is credited with building the first steam powered sawmill within the confines of the Soquel Augmentation. He built the mill just to the south of where today's Grover Gulch and Bates Creek merge, just to the west of the latter creek.

On the above date County Recorder Peter Tracy and County Surveyor Thomas W. Wright signed, sealed and delivered to Joel Bates, Wilson K. Herrick and George K. Gluyas (these latter two men are partners of Joel's) a lease in which the three partners are given the privilege of lumbering, milling and grazing on School Land Warrants Nos. 353 and 354 for a term of two years, and thereafter from year to year for ten years, at the option of said Bates and his partners.

After Joel built his above mentioned sawmill, he would log only to the south of the mill.

TREACHERY on the RANCH

MID 1853

Based on the following letter, it can be assumed that Louis Depeaux returned home to Martina early in 1853. Where he went, and why he left will probably never be known.

After Louis returns, he probably sat Martina down and explained the advantages to her that were created in the deed that she felt was an affront to her, that instead of owning only her 219 acre homesite in Rancho Soquel and the additional land it held less the eight homesites she wanted to give to her children, she would be the owner of the homesite, plus many acres in the area above it. All that had to be accomplished was to have set aside Thomas and Carmel's Partitioning Suit.

JULY 22, 1853- LETTER (Louis Depeaux to John Wilson)

On the above date Louis Depeaux writes to their attorney John Wilson in San Francisco....."I will leave from Alviso with my wife and daughter with our witness Francisco Alviso, and we will be ready to testify before the Land Commission by Wednesday." Louis continues....."I have been talking with the U.S. Surveyor and Durrell Gregory, and they both think that it would be a good idea to have the (upper) Rancho surveyed. If it would be of any use, please get the order from the Surveyor General so that I can bring it down with me and have it done immediately."

JULY 25, 1853- DEED

In this deed, for \$4,000 (\$56,000) Jones Hoy sells 1/2 of 1/9th (or 1/18th undivided part) in Rancho Soquel to Joseph L. Majors. Hoy accepts a down payment of \$500 (\$7,000).

JULY 25, 1853- DEED

In this deed Joseph L. Majors mortgages the 1/18th undivided part he had just purchased from Jones Hoy, agreeing to pay Hoy the balance of \$3,500 (\$49,000) owed at some unspecified time.

MID 1853

Lyman Burrell arrives on the Summit, settling just to the west of today's Loma Prieta Avenue and north of the Summit Road.

AUGUST 1, 1853- DEED

For a total of \$800 (\$11,200) Carmel and her husband Thomas Fallon sell Carmel's 1/9th claim to land in Rancho Soquel to Joshua Parrish. After purchasing the undivided 1/9th part, he would build his home there and cultivate the land within the vicinity of today's Capitola Avenue and Soquel Drive.

The FALLON PARTITIONING SUIT

August 12, 1853

After a year of inactivity in his suit against Martina, Thomas

TREACHERY on the RANCH
The FALLON PARTITIONING SUIT
August 12, 1853
(Continued)

Fallon along with co-plaintiffs Jones Hoy and Pruitt Sinclair, with their new attorney Robert F. Peckham, present a second complaint, which states that the \$300 (\$4,200) that Martina and Louis Depeaux borrowed November 29, 1850 to pay the due taxes was still unpaid.

With this new complaint added to the original attempt by the plaintiffs to force Martina to partition her two ranches, Louis Depeaux is now officially listed as a defendant. Plus, Thomas Fallon and his wife Carmel are now claiming ownership of Martina's homesite in Rancho Soquel, her 1/9th claim to land in the upper ranch below the line drawn from the Laguna del Sarjento to the Chuchita (today Loma Prieta), and all of the triangular shaped land above this line.

DEPOSITION to LAND CLAIMS COMMISSION
by FRANCISCO ALVISO
August 14, 1853

Because of the importance of Francisco's deposition, its text will be summerized here.....he made his statement to the commission on August 4, 1853 in San Francisco.....he testified that in 1843 and 1844 he was acalde (mayor) of Branciforte, and in the latter year a petition from Martina Castro to Governor Micheltorena was refereed to him for his comment. He stated that the land in the petition was called "Pablo de la Yesca," an augmentation to the rancho which she had before.

Francisco continued that he made two reports, the first rejecting her petition because "evil" persons were against it, and because he had just come into the area and knew little of it, and he believed them (the "evil" persons headed by Jose Robles). Francisco continued.....shortly after, when he was better acquainted with the area and the land that Martina was requesting, he changed his mind. Francisco was then asked if he knew if the land that Martina was requesting was known to him as "Rancho San Miguel?" He answered no. Francisco Alviso also submitted with his deposition the following Exhibit, which was labled "A."

The FALLON PARTITIONING SUIT
August 25 THRU September 7, 1853

On August 25, 1853 Peter Tracy, Clerk of the Recorder's Office and also Clerk for the Superior Court, testified that Thomas Fallon had earlier filed a complaint that Louis Depeaux had not paid his debt to him for \$300 (\$4,200) made on November 29, 1850, and that both Martina and Louis Depeaux had given as collateral for the loan all of the land that Martina had retained ownership to in her deed dated August 29, 1850.

TREACHERY on the RANCH

The FALLON PARTITIONING SUIT
August 25 THRU September 7, 1853
(Continued)

After the original complaint was refiled (dated August 2, 1852), the sheriff issued warrants to: Durrell Gregory, Martina's attorney; to Martina herself; and to Louis Depeaux. On September 7, 1853 Durrell Gregory, now also a defendant in Thomas Fallon's attempt to acquire ownership of Martina's claimed land in both ranches, entered three answers to Fallon's complaint.

All three of Gregory's answers are poorly written and almost impossible to read, but it seems that Gregory is claiming that the loan of \$300 (\$4,200) and the mortgage of Martina's 1/9th claim in both ranches (that Thomas Fallon claims) are not related.....the court adjourns after the three answers are given.

The JOHN HAMES SAWMILL SUIT
September 19, 1853

On the above date John Hames filed a complaint against Martina in which he stated.....that on or about November 1, 1846 he entered into an agreement with Martina's then husband, Michael Lodge, in which he agreed to build a sawmill, a storage yard, millpond dam, and other supporting facilities for which he would be paid \$5,000 (\$66,400). He completed the mill and it began to produce lumber, but he was never paid by Michael Lodge.

It is interesting to note that Durrell Gregory is John Hames attorney in this suit while serving Martina against the plaintiffs in the Fallon partitioning suit. Martina's attorney in this suit (as defendant) is Robert F. Peckham, while he is now Thomas Fallon's attorney in his partitioning suit against Martina. It should also be mentioned that Durrell Gregory is representing Martina for Rancho Soquel before the Land Claims Commission in San Francisco, as well as being her co-attorney with John Wilson before the commission for the Augmentation.

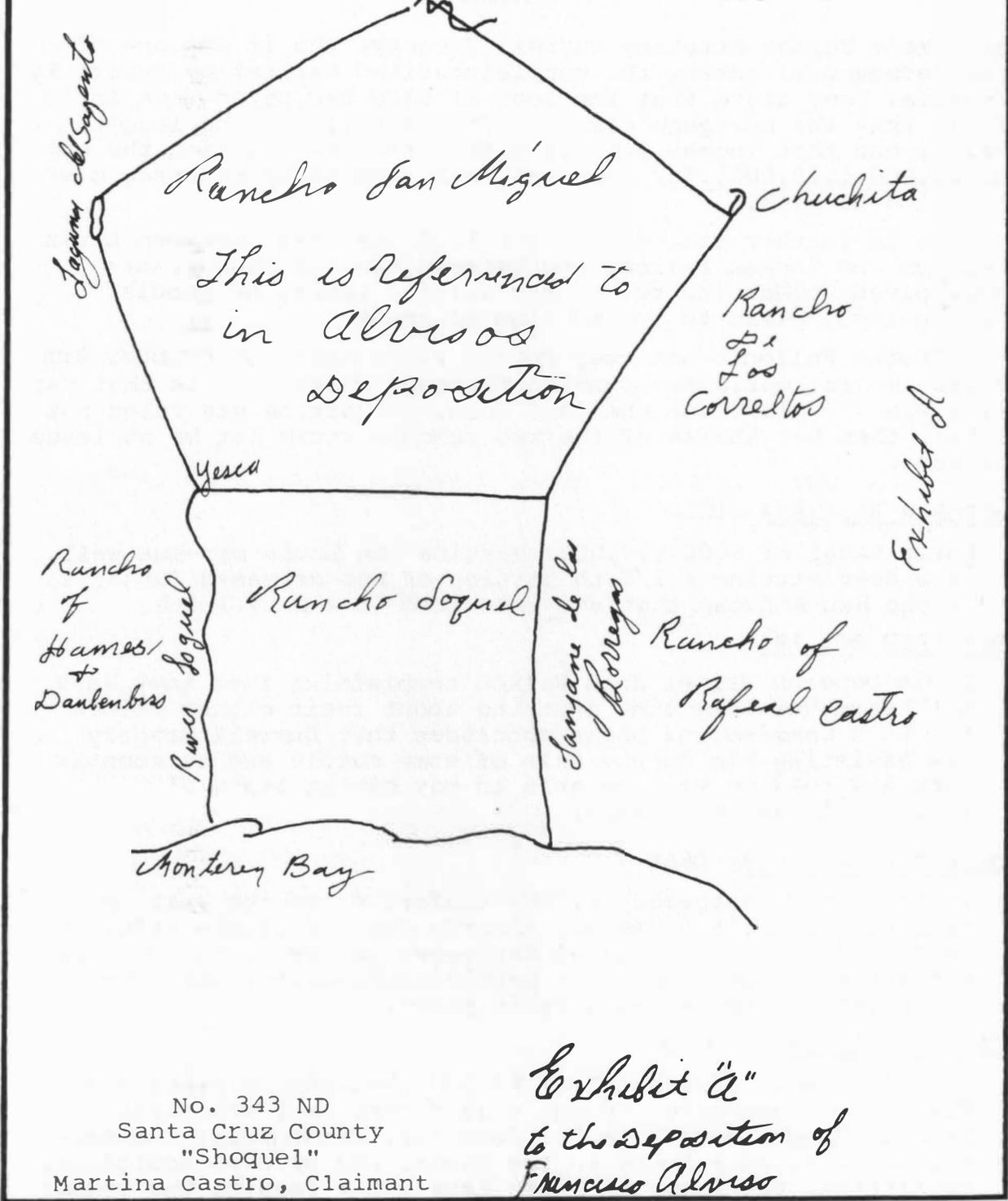
And, it cannot be forgotten, that Durrell Gregory was the attorney that Thomas Fallon had author the deed of August 29, 1850!.....

The FALLON PARTITIONING SUIT
September 29, THRU October 3, 1853

Robert F. Peckham, the attorney for Thomas Fallon writes his partner to urgently search for the promissory note in which Thomas loaned Louis Depeaux and Martina the \$300 on November 27, 1850.

The next day in court the new lawyers for Martina and Louis

Exhibit to Deposition of
Loma Prieta Francisco Alviso



No. 343 ND
Santa Cruz County
"Shoquel"
Martina Castro, Claimant

Exhibit "a"
to the deposition of
Francisco Alviso

EXHIBIT "A" to FRANCISCO ALVISO DEPOSITION
August 14, 1853

TREACHERY on the RANCH

The FALLON PARTITIONING SUIT
September 29, THRU October 3, 1853
(Continued)

and their former attorney Durrell Gregory, who is now one of the defendants, answer the complaint filed earlier by Robert F. Peckham. They state that the loan of \$300 was payed back in full, that the mortgage claim of Thomas Fallon is no longer valid, and that Thomas and his wife Carmel owe Martina the sum of \$2,000 (\$28,000) for room and board and other expenses over a period of time.

It is further stated that the \$300 loan was between Louis Depeaux and Thomas Fallon, and because the two land grants were given to Martina before she married Louis, he (Louis) has no legal claim to any portion of them.

Thomas Fallon's attorney Robert F. Peckham, on October 3rd makes several motions, of which the most pertinent is that Martina was libel for the \$300 loan. If Martina was ruled not libel, then her shares of the two ranches would not be an issue anymore.

OCTOBER 31, 1853- DEED

For a total of \$500 (\$7,000) Martina and Louis Depeaux sell, in a deed Martina's 1/13th portion of her deceased father's Rancho San Andreas that she inherited to a Jane Smith.

DECEMBER 30, 1853

Louis Depeaux writes John Wilson complaining that they have not heard for some time anything about their claims before the Land Commission. Louis concludes that Durrell Gregory was assisting him in the sale of some cattle and as soon as they are sold he will be able to pay him at least \$500 (\$7,000) in about 10 days.

DECEMBER 30, 1853- DEED

In this deed Montgomery B. Shackelford makes the last payment due to Maria Luisa and Ricardo Juan of \$4,000 (\$56,000) as stated in the deed dated September 10, 1852. For reasons not stated during the later partitioning suits, this deed was never considered as a valid paper.

JANUARY 21, 1854- DEED

In this deed, for a total of \$3,300 (\$46,000) Nicanor and Francisco Lajeunesse (Young) sell Nicanor's 1/9th claim to land in Rancho Soquel to Dr. John P.P. Vandenberg. The doctor would build a house on the ranch, add several additional facilities, then move to Santa Cruz after leasing the Soquel properties.

This deed, and a following identical one, dated January 31,

TREACHERY on the RANCH

JANUARY 21, 1854 (Continued)

1854 would be declared void because they were not properly notarized when signed by Nicanor. The doctor would appeal this decision to the State's Supreme Court where the lower court's decision was upheld. These two deeds would involve Frederick A. Hihn in one of the most contested "battles" during the following partitioning suits.

The FALLON PARTITIONING SUIT

February 17, 1854

Attorney Robert F. Peckham demands on behalf of his client Thomas Fallon that Martina provide proof that Thomas and Carmel owe her \$2,000 (\$28,000), then claims that they do not owe this sum.....this is the last entry in the Thomas Fallon, Carmel Fallon, Pruitt Sinclair and Jones Hoy suit against Martina, Louis Depeaux and Durrell Gregory.

DEPOSITION to LAND CLAIMS COMMISSION

by HENRY CAMBUSTAN

March 6, 1854

In a deposition, given to the Land Commission on March 1, 1854, Henry Cambustan stated that in late 1843 he was appointed acting Surveyor General by the Governor of Upper California, Manuel Micheltoarena. As discussed in Chapter 2, the Governor instructed him to survey new boundries for the Villa de Branciforte, then survey the additional land that Martina Castro had requested in late 1843, early 1844.

Henry stated in the deposition that because the surveying of Branciforte was so time consuming, and the weather prevented him from reaching Soquel, he put off surveying Martina's land until another day, which never arrived.

MARCH 7, 1854- DEED

In this deed, dated March 7, 1854 Martina by placing her "X" on it, and her husband Louis Depeaux signing, they give Henry Cambustan 1/4 of all of Martina's claim to land in both ranches, for services rendered, for one peso paid in hand!

Remember this deed because it will surface later in our story. During the upcoming partitioning suits this paper was not accepted as legal because Martina's acknowledgment was not properly notarized by either a Notary Public or a member of the court.

MID 1854 SEE SUPPLEMENT- MARIA GUADALUPE AVERON

In either April or May of 1854, twelve, going on thirteen year old Maria Guadalupe Lodge married Joseph Averon, age 27. Joseph, he would also go by the name of Jose, was a Frenchman that had served as a cook on Commodore Sloat's

TREACHERY on the RANCH

MID 1854 (Continued)

flagship. In an interview given by Carrie Electra Lodge, daughter of Miguel Lodge, Martina's son, Carrie stated that the young Guadalupe married "to get away from the stepfather."

THOMAS & CARMEL FALLON

DEPART FOR TEXAS
MID 1854

SEE SUPPLEMENT- CARMEL FALLON

When Thomas Fallon and his wife Carmel, along with Pruitt Sinclair and Jones Hoy withdrew their partitioning suit, this ended Thomas's attempt to acquire through the \$300 (\$4,200) loan all of Martina's land in both ranches. Thomas McEnery, in his inaccurate book, CALIFORNIA CAVALIER the JOURNAL of CAPTAIN THOMAS FALLON, both Thomas and Carmel, but Carmel especially, wanted to "get away" from all the family bickering, and as stated in the book, Thomas said "to get away from the wrath of the old lady." According to Thomas, his "heart" had always been in Texas, so they plan to move there. According to McEnery, Thomas Fallon began selling his lands throughout the county, but retaining his wife's 1/9th claim in the Augmentation, which from all indications would not be accepted by the Land Commission as a legitimate grant. On August 1, 1853 they sold Carmel's 1/9th claim in Rancho Soquel to Joshua Parrish.

When their affairs were settled, they set sail for Texas, reaching New Orleans in early 1854. Shortly after their arrival their three children die of either cholera or typhoid. Heart-broken they return to the San Jose-Soquel area (and are received warmly by Martina?). Thomas McEnery in his book has them leaving about October of 1853, possibly in April of 1854. The latter date seems the more probable based on Carrie Lodge's interview in which she states that the Fallons left after the end of the Fallon Partitioning Suit, which was February 17, 1854.....

The JOHN HAMES SAWMILL SUIT DECISION

April 5, 1854

Because so much incorrect information has been given over the years as to why the Third District Court decided in favor of Martina in this suit, the main points of the decision rendered by the court are presented here:

- By Mexican laws, all property acquired during marriage was common property, and the wife could neither be bound as security for her husband, nor liable as a joint contractor, except where it was shown that the contract was advantageous to the wife.
- To establish that a contract is advantageous to the wife,

TREACHERY on the RANCH

The JOHN HAMES SAWMILL SUIT DECISION

April 5, 1854

(Continued)

means, that it accrued to the benefit of her separate estate.

- Under the rule of the Mexican law, where the wife is the survivor of the husband, she is liable for one-half of the community debts; but to affix this liability it must be shown that a fruitless effort has been made to obtain payment through an administration of the community assets, or that there is no common property and that the community is insolvent.

The Court's decision was that the record did not disclose any benefit to the defendant Martina arising from the contract entered into on November 1, 1846. But it was agreed that she is liable, being the survivor of her husband for one-half of the community debts. To fix this liability it must be shown that a fruitless effort had been made to obtain payment through administration of the community assets, or that there is no common property, and that the community (property) is insolvent. Until this is done, the defendant cannot be made to answer personally for any part of the debt.

John Hames and his attorney Durrell Gregory begin preparing for their appeal to the State Supreme Court.

MAY 8, 1854

While the preceeding events were occurring down in Santa Cruz, Charles McKiernan on the above date was about to involve himself with a grizzly bear near the Summit area, loosing part of his skull in the encounter. This event would at the time, and until his death in San Jose in 1892, give him the colorful name "Mountain Charley." His involvement in Martina's story will be discussed beginning in late 1855.

DEPOSITION to LAND CLAIMS COMMISSION

by JOSE BOLCOFF

October 16, 1854

On the above date Jose Bolcoff testified to the Land Commission in a deposition. When asked if the documents for Rancho Soquel "Soquel" presented as evidence by Martina's attorney were authentic and contained the proper rubrics (of the persons signing), he answered yes. When asked "was he familiar with the rancho in question" he answered yes, and that the diseno entered as evidence was a correst presentation of it.

Bolcoff continued.....that Martina had lived on the ranch

TREACHERY on the RANCH

DEPOSITION to LAND CLAIMS COMMISSION
by JOSE BOLCOFF
October 16, 1854
(Continued)

since 1833, and is still doing so. He stated that when he measured and marked the boundries in 1834 a redwood stake was driven on the north by the hills and on the south by the sea. He continued that he used a 137.5 foot long cord to measure all around the ranch's boundries, and because the boundries were (mostly) natural and distinct, no other markers were placed on, or in the ground.

NOVEMBER 30, 1854- SCHOOL LAND WARRANTS

Thomas W. Wright sells his half interest in School Land Warrants Nos. 353, 354 and 108, totaling one square mile, or 640 acres to Peter Tracy. The two, in partnership with Montgomery B. Shackelford purchased the general area containing the warrants from Nicanor and Francisco Lajeunesse SEPTEMBER 19, 1852, then on FEBRUARY 4, 1853 Thomas W. Wright and Peter Tracy purchased the three warrants from Thomas Fallon.

After Thomas W. Wright sold his half interest in the warrants to Peter Tracy, Tracy sells warrants Nos. 353 and 354, totaling 160 acres each, back to Thomas Fallon, retaining ownership of warrant No. 108 (320 acres).

DEPOSITION to LAND CLAIMS COMMISSION
by CORNELIO PEREZ
December 8, 1854

When Santa Cruz County became official February 16, 1850, the old Mexican post of juez de campo (inspector of brands and arbiter of title to roving livestock) was given to Jose de la Cruz Rodriquez, then in 1851 the post was given to Juan Gonzales and Cornelio Perez. In his deposition to the Land Commission he stated that he was familiar with the rancho, that Martina had occupied it before it was granted, building on the land a large adobe home, she grazed both cattle and sheep and raised horses. She also built a sawmill on the premises.

When Cornelio was asked how he knew that a grant had been given to Martina, he answered that a Francisco Girein (or Gerien) had some stock on the place and he refused to move, then I saw an order from Governor Figueroa ordering him to move his stock because the land belonged to Martina Castro.

DECEMBER 11, 1854- SCHOOL LAND WARRANT

Montgomery B. Shackelford sells his School Land Warrant No. 90 totaling 160 acres to Peter Tracy. Warrant No. 90 is located on the headwaters of Bates Creek, then called Arroyo de la Ballena (stream of the Whale).

TREACHERY on the RANCH

LETTER from LOUIS DEPEAUX
to ATTORNEY JOHN WILSON
December 14, 1854

This revealing letter from Louis Depeaux to the attorney that was responsible in getting the United States Land Claims Commission to accept the Soquel Augmentation as an official, legal grant was never mailed. In the letter Louis Depeaux removes John Wilson as their attorney, stating that he refuses to pay for services not rendered. Louis makes other statements in the letter which are not necessary to repeat here.

From the contents of the letter (which cannot be quoted in its entirety) it is obvious that Louis Depeaux had been made aware that the Land Claims Commission was prepared to accept the "Soquel" (Rancho Soquel) as a legitimate grant, but the attempt to have "Shoquel" (the Augmentation) accepted had failed. Dismissing John Wilson is an act fraught with frustration that obviously would not solve the situation. Out of his frustration and disappointment Louis decided that it would be better to get what he could out of the present situation, rather than continue to fight it.

AN OFFER TO SELL BOTH RANCHES IS MADE

While we can only speculate on who contacted who concerning the sale of the two ranches, the most obvious answer is that Louis Depeaux, with Martina's blessing, let it be known that they were interested in selling both ranches.

Because of the situation that existed, that only the lower ranch (Rancho Soquel) was a legitimate grant, selling both ranches would be difficult. Based on the actual events as they occurred, Louis Depeaux approached the Catholic Church, either in the person of Father Llebaria, or the Reverend John Ingoldsby and offered to sell the two ranches.

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CHAPTER 4

THE END OF

AN ERA

1807 TO 1890

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A DECISION TO SELL AND MOVE

Since April of 1854 Martina had been talking of going to Mexico, leaving behind troubles that had been brought on, for the most part, by her beloved family. The move had been delayed by the several lawsuits that she and her husband had been involved in, plus waiting for the Land Commission's decision concerning her two grants. But with the Fallon Partitioning Suit dropped and the Hames sawmill suit settled in her favor, talks again resumed about the move (to Mexico). When word was received that the Land Commission was about to accept only the "Soquel" grant (Rancho Soquel), this settled the matter, they would move.

When it was finally decided, that to leave behind their troubles, this meant selling the lower ranch including the homesite, this decision was made.

Contact with the Catholic Church priests Father John Llebaria and Reverend John Ingoldsby occurred. Who made the first contact, whether it was an offer to buy or sell makes little difference to the story. What is of importance is that it is understood that one, or both of the priests offered to buy and the Depeauxs' agreed to sell. The priest(s) agreed to pay \$2,000 (\$28,000) for the lower rancho and Martina's home-site, and even though the grant "request" for the Augmentation was about to be declared a fraudulent claim, for the right to claim its ownership, they (the priests) agreed to pay \$500 (\$7,000). After the final terms were agreed upon, the Reverend John Ingoldsby was sent down to the Recorder's Office in Santa Cruz to study the records on file relating to Rancho Soquel.

In later testimony Henry F. Parsons stated: "During the 1854/1855 period I was Deputy County Recorder and I knew the Reverend John Ingoldsby very well.....(when Henry testified the reverend had died). The reverend was in the recorder's office frequently about two to three weeks previous to January 22, 1855. During his visits he examined many times the records relating to the Soquel Rancho, paying particular attention to the deed of August 29, 1850 and to the acknowledgment made by Judge T.R. Per Lee on the 28th of November, 1850. He spoke frequently of the informality of the acknowledgments (made by Peter Tracy) for both Martina and Louis Depeaux signatures. About a week before January 22, 1855 Ingoldsby was absent from Santa Cruz and my impression was that he went to San Francisco."

According to later testimony by Martina's son Miguel Lodge "when it was finally decided by mother that she was going to Mexico, furniture was sold to the "Bishop." Miguel does not clarify who the bishop was, but I doubt that it was Archbishop Joseph Alemany. A more likely candidate would be the arch-bishop's Vicar General Father John Llebaria.

After John Ingoldsby completed his studies of the papers filed in Santa Cruz pertaining to Rancho Soquel, two simple deeds were written for Martina and Louis to sign, one for

A DECISION TO SELL AND MOVE
(Continued)

Rancho Soquel and the other for the Augmentation. When the deeds were ready for signatures and the witnesses notified of the signing date, Louis and Martina left for San Francisco. They left Miguel behind in Soquel with a guardian to wait word to come to the city and be ready to leave for Mexico.....remember that Miguel was now the last of Martina's children to live at home, that 12 year old Maria Guadalupe had just married Joseph Averon.

Louis and Martina arrived in San Francisco within the first week of January 1855 (probably staying with Candida and her husband Jose Bolcoff), then on January 22, 1855 in the County of San Francisco Recorder's Office they met with Father John Llebaria, the Reverend John Ingoldsby and witness Jose Bolcoff. Representing the State of California and the County of San Francisco, ready to sign, were Charles Delany and C. Morgan, and to properly acknowledge the signatures of both Martina and Louis Depeaux, Notary Public George T. Knox.

The DEED for RANCHO SOQUEL **SEE APPENDIX B**
signed JANUARY 22, 1855

For the sum of \$2,000 (\$28,000) Martina Castro Depeaux and her husband Louis Depeaux sell Rancho Soquel to Father John Llebaria and the Reverend John Ingoldsby (as joint tenants). The deed does not described the ranchos boundries, only the boundries of the 219 acres that make up her homesite. Also not mentioned are Martina's deed dated August 29, 1850, her eight heirs, Martina's 1/9th ownership, only that the balance, after her homesite is deducted, is included in the sale.

Witnessing the signing is Jose Bolcoff (but he does not sign), Charles Delany and C. Morgan for the State of California and the County of San Francisco (they both sign). After the deed is signed the proper, and legal acknowledgments are notarized by Notary Public George T. Knox.

The DEED for the SOQUEL AUGMENTATION **SEE APPENDIX B**
signed JANUARY 22, 1855

For the sum of \$500 (\$7,000) Martina Castro Depeaux and her husband Louis Depeaux sell the Soquel Augmentation to the Archbishop Joseph Alemany and Father John Llebaria (as joint tenants). Again the boundries are not described, or Martina's deed, her eight heirs, Martina's 1/9th ownership below the line drawn from the Laguna del Sarjento to the Chuchita (today Loma Prieta), or the triangular area above the latter line that includes the Loma Prieta (today Mount Thayer).

Witnessing the signing are the identical persons discussed above.

A DISASTROUS TRIP

NOTE: The following events are based on a combination of testimony given by Miguel Lodge (he preferred to be called Michael....or....Mike), Martina's only son to grow into manhood and his daughter, Carrie Electra Lodge. Carrie was interviewed by several persons in 1965.

The father's testimony was made during Mary Elizabeth Peck's court attempt to become the administrator of her deceased grandmother's estate during the 1895 to 1898 period. Miguel's testimony, which was crucial to his niece's attempt to acquire back ownership of the two grants (Rancho Soquel and the Augmentation plus 1/13th of Martina's inheritance of Rancho San Andres) for the children must be carefully analyzed for truth and omissions, while Carrie's story must also be, at times taken as being "second and third hand" stories which many times do not reflect the actual event as it happened.

MIGUEL ANTONIO LODGE's STORY FOR COMPLETE TEXT OF
ELIZABETH PECK's SUIT
SEE CHAPTER 19

NOTE: Miguel's story of what occurred both immediately before and after he, Martina and stepfather Louis Depeaux left on their trip, changed from Mexico to the Sandwich Islands by Martina, must be read with the understanding that he was testifying on behalf of his niece, Mary Elizabeth Peck, who was attempting to prove that the trip took place after the two deeds selling both grants to the Catholic Church priests were signed. If Mary Elizabeth Peck could establish that the trip occurred before the deeds were signed (in early 1854 rather than 1855) then his mother was incompetent, thereby voiding the two deeds.

When Martina and Louis left for San Francisco, planning to board a ship there that would take them to Mexico, they left me behind with guardians (I was not living at home with mother for the past year or so). I was instructed to wait two weeks, then join them in San Francisco, which I did. We spent another two weeks there preparing for the trip, which mother had changed from Mexico to the Sandwich Islands (today the Hawaiian Islands).

When I arrived I found mother still unstable, as unstable as she was at home. She claimed that the captain of the ship we were to sail on was a pirate ship and they wanted to kill her.

At this point in his story Miguel describes his mother as being short and weighing about 200 pounds. She did not obey instructions, or come when called. The name of the boat that took them to the Islands escaped him, but the name of the Captain was Warner. He also remembered that the fare was \$50 (\$664).

When they (we) arrived in the Sandwich Islands we stayed at two locations, two months at the first location, then three months on the Hilman Ranch. When we arrived at the first loc-

A DISASTROUS TRIP

ation, my mother was "beginning to feel unsteady, she was hitting at things and used language that I could not understand." When we arrived at the Hilman Ranch she began to see witches, then suddenly she would be calm for a while. While we stayed at the Hilman Ranch the natives would visit her and they liked her (very much). It was here, at the Hilman Ranch that we sold the furniture that we had brought with us.

Probably Martina's mental condition was pushing Louis Depeaux's "tolerance" to the limit of indurance, because according to Miguel, he lost his temper and "beat" her.

Miguel states.....this prompted me to jump Louis and beat him, which prompted Louis to send both me and mother back to San Francisco. On the return trip, for a short period I failed to keep my eye on mother, when suddenly there was a cry "woman overboard." The ship was stopped and she was brought aboard. After we finally arrived in San Francisco we remained there about two weeks, resting when suddenly unannounced we had a surprise visitor.....in one interview Miguel stated....."he came to her (John Ingoldsby) and made her sign a paper".....and in a second interview....."after we got to San Francisco, Father Ingoldsby gave her a paper and made her sign it.....she was out of her mind completely. She saw witches, witches all the time when I saw her.....she had a club to whip the devil or spirits."

The paper that Miguel said that John Ingoldsby gave, or forced her to sign may have existed, but no additional paper was ever presented as evidence that Martina signed other than her deed of August 29, 1850, the acknowledgment with T.R. Per Lee on November 28, 1850 and the two deeds selling her two grants to the Catholic priests. This was obviously a ploy on Miguel's part to prove that Martina was forced to sign the two deeds after returning from the Islands?

Miguel continues.....after mother signed the paper forced on her by John Ingoldsby, we headed for home. When we reached Redwood City, I decided to stop off there for a while, sending mother on home.....this does not sound right, if Miguel was a loving son, and his mother was in the state that he claims, he would not allow her to travel on home by herself!

MARIA HELENA LITTLEJOHN'S STORY

FOR COMPLETE TEXT OF
ELIZABETH PECK'S SUIT
SEE CHAPTER 19

After Miguel Lodge testified, several of Martina's daughters followed, with the testimony of Maria Helena's the most pertinent.....I was married in 1852, Guadalupe in 1854. My mother left for the Islands as soon as Maria Guadalupe was married to Joseph Averon. I saw my mother after the wedding, and she would say one thing and then say another thing. She told my husband to be at one place and then for him to be at

A DISASTROUS TRIP

MARIA HELENA LITTLEJOHN'S STORY (Continued)

another. I was here in Santa Cruz when my mother went to the Islands, she went there in 1854.

After my mother returned from the Islands, I saw her first at my house, she was out of her mind, pounding the roof. She said she was pounding the bad devils. I could see nothing but the roof and the boards. Next she went to Luisa Juan's house, then to Antonia Peck's, then she came back here, then she went to Mrs. Joseph L. Majors (Majors was married to Maria de los Angeles, Martina's sister), then she went to San Francisco. I next saw her in the asylum.

Representing the defendants, which were all the property owners in both Rancho Soquel and the Soquel Augmentation for Mary Elizabeth Peck's attempt to be named the administrator of her grandmother's former estate was Charles B. Younger. He asked several of the children of Martina if there was any truth to the rumor that Martina was working as a servant in a home in San Francisco after she disappeared, to which the answer each time was no.

MARTINA CASTRO AN END TO A SAD STORY

How Martina ended up in the Stockton Insane Asylum about the first part of January, 1856 remains a mystery to this day. As Carrie Lodge stated, she may have appeared at the church or Mission Delores in San Francisco seeking a missing suitcase or piece of luggage, and no one recognized her. If she was in the state of mind that Miguel and Helena Littlejohn testified to, then it is easy to see that the priests would not know what to do, or how to react other than notify the proper authorities. If Martina was in such a state of mind that she was unable to communicate either her name or where she lived to the authorities, then the only course for them to follow would be to send her to the nearest medical facility, which was up in Stockton. When she reached the facility, she could have been in such a state of mind that the only answer was to put her in the facility that was also a part of the State Hospital facility there, the Stockton Insane Asylum.....

Even at this early date, it was necessary to have both a doctor's analysis and a court order to put a person in an insane asylum.....but.....if a person were to be delivered to the State Hospital facility and they were judged to be insane and there was no positive identification or way at that time of identifying that person, then it was possible to admit the person into the facility's insane section.

How ever it occurred, the event did occur, probably near

MARTINA CASTRO
AN END TO A SAD STORY

the first day of January, 1856. How she got from Soquel to San Francisco remains a mystery.....was she brought there by one of her family?.....by the Catholic Church?.....or did she get on either a train or stage coach on her own and reach San Francisco (this I doubt)?

After the Stockton Insane Asylum carefully examined their records, it was not possible to determine when Martina Castro was admitted to the facility. All that is certain is the date she was released, November 8, 1856, and the admitting doctor's statement....."Mexican, about 35 years old, simple dementia, history unknown....."

According to an old Webster dictionary, DEMENTIA is defined as: madness; insanity; out of one's mind; deterioration or loss of the power of coherent thought; mania; insanity.

On November 8, 1856, according to the Stockton Insane Asylum records, this is the date that Martina Castro was released. The most popular story of how she was discovered as being a patient in the facility is included in the Carrie Electra Lodge interview.....to quote Carrie....."and the way they knew where grandma was, was through Thomas Fallon, and it was just the good Lord that made it so that Fallon found out she was there. I think he was mayor of San Jose at the time..... (Thomas was elected the city's mayor March 29, 1859),.....so he was going out on the street and a man saw him, and he says, "say, Fallon, do you know where your mother-in-law is?" And he says, "well, I suppose she's down home with the folks." "Well," he says, "she isn't. I went up to see my son who's in the same place that she's in, in the state hospital in Stockton, and I saw your mother-in-law there." So Fallon got in touch with the family here and they sent Maria Helena Littlejohn, and she was high (pregnant) already....."

We now depart from Carrie Lodge's story and quote Maria Helena Littlejohn and Maria Luisa Juan concerning the "rescue" of Martina from the Stockton Insane Asylum.....

MARIA HELENA LITTLEJOHN....."I next saw her in the asylum.....from the asylum at Stockton I had to tell a lie to find her. She was off her mind entirely. When I found my mother she was off her mind, she was (out of her) head. My mother said that there was a man who had hit her over the head with a cane.

HELENA continues.....I asked my mother to come away with me and my husband and I told them that we would bring her to my home. Her condition was just the same until her death. When I found my mother she was not working as a servant for anyone."

MARIA LUISA JUAN....."When I saw my mother at Stockton, she had on a skirt, no shoes, no stockings and a shawl over her head and face....."

MARTINA CASTRO
AN END TO A SAD STORY

We will now continue with the Carrie Lodge interview because it is the only description found to date of Martina's life after she was released from the Stockton Insane Asylum.....

Carrie Lodge stated that Helena Littlejohn was pregnant when she went up to the asylum to rescue Martina.....to quote Carrie....."but they had a spring wagon, and it took them three months to go and come. She said she stopped there, and grandma knew her daughter right away. She said "Helena, take me home." It was all in Spanish, you know. And the sisters, they didn't want to let her go, and grandma says, "look, they took all my clothes away." She just had little shoes on and a long chemise.

The interviewer stated "oh no" to the latter statement, to which Carrie answered.....yes, they didn't want her to run away, and that's the way they do sometimes.

Well, so they told my aunt that they wouldn't let her have her. So Helena says....."I'm going to sit right here until I take my mother home." And she did. And she didn't have to wait long. They gave grandma her clothes and she came home.

But just think of the misery that grandma went through. Enough to make anybody lose their mind. Next the interviewer asked.....did she regain her mind later or not? Carrie answered.....well, to a certain extent. But there was something in grandma that you didn't try to find out anything at all. You respected her and let her have her peace and quiet. If she talked to you, you talked. But grandma never really recovered good, see.

And one lady, who lived on the place where grandma's old house was told me about the time that grandma came to visit her. Papa's first wife took grandma to see the lady. Papa's wife had her first little baby with her and she took grandma to see her old home, and grandma thought that she was coming to her own house. You see her mind wasn't thinking clearly, so they had to be very careful then, with grandma.

They had her in a little four-room cabin (that the Averons' once lived in). Grandma liked pears, and there were five or six trees there, so she liked it there. Actually the house that grandma lived in was what the Averons' left standing when they moved up the hill. It had a good-sized kitchen, a front room, a porch in front, and a bedroom.

Grandma's daughter Josefa lived close by and took care of her personal needs and saw that she was comfortable. Aunt Josefa did the work and Aunt Guadalupe (Averon) paid for the groceries and what she had to for sickness and everything.

MARTINA CASTRO
AN END TO A SAD STORY

Toward the end of her life grandma got erysipelas, an acute infectious disease of the skin or mucous membranes characterized by local inflammation and fever. Grandma didn't get up again after Guadalupe brought her up to the big house, and there she just lingered, never recovering full, so it was a blessing that grandma died. She had too much trouble, more in her life than happens to two or three people.

DONA MARIA MARTINA CASTRO DIED
December 14, 1890

CHAPTER 5

1855

A

**TROUBLESOME
YEAR**

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1855 A TROUBLESOME YEAR

OPINION by the
BOARD of COMMISSIONERS

January 23, 1855

This is a claim for a tract of land situated in the present County of Santa Cruz, two miles in length by a league in width, a little more or less as explained by the sketch attached to the Expediente.

The EXPEDIENTE consists of the original petition, informe and a copy of the grant, if given, that were all filed in the archives. The original copy of the grant was delivered to the grantee.

The INFORME was the reply from the official that the Governor had directed to examine the land that the grantee had requested in his or her petition.

This Opinion by the Land Commission continues by listing and quoting from the documents that lead up to the Governor giving Martina Castro the land called "Soquel." The Opinion concludes by stating....."the validity of the claim is fully proved and a decree of confirmation will be entered.

signed by George Fisher, Secretary

JANUARY 29, 1855- DEEDS & SCHOOL LAND WARRANTS

On SEPTEMBER 19, 1852 Thomas W. Wright, Peter Tracy and Montgomery B. Shackelford purchased approximately 1,000 acres from Nicanor and Francisco Lajeunesse. The land was located between Rancho Soquel north to where Grover Gulch and Bates Creek merge (at the end of today's Prescott Road).

On NOVEMBER 27, 1852 Thomas Fallon purchased three School Land Warrants (Nos. 353, 354 and 108) totaling 640 acres within the above described area.

On February 4, 1853 Thomas Fallon sold his three warrants to Thomas W. Wright and Peter Tracy, then on NOVEMBER 30, 1854 Thomas W. Wright sold his half interest in the three warrants to Peter Tracy. After the sale, Peter Tracy sold warrants Nos. 353 and 354 totaling 160 acres each back to Thomas Fallon.

Of the three men that purchased the original 1,000 acres from Nicanor and her husband, only Montgomery B. Shackelford settled in the area, building a home, fencing it in, constructing a dam on Bates Creek and planted crops, all within the far southwest corner where Bates Creek merges with the Soquel River.

On JANUARY 29, 1855, Montgomery B. Shackelford sold 1/3rd of 1/9th, or 1,211 acres of the entire Augmentation (total acreage and boundaries will be established later by the U.S. Government surveyors) to George Kirby for \$1,000 (\$14,000). After purchasing the 1/27th part of the area, Kirby added many additions, such as an orchard, a nursery, plus increase the area devoted to crops.

1855 A TROUBLESOME YEAR

FEBRUARY 1, 1855- SCHOOL LAND WARRANT

Peter Tracy sells an interest in School Land Warrant No. 108 to Henry F. Parsons, the deputy county recorder (Peter Tracy was his boss) for \$641 (\$8,974).

FEBRUARY 1855 (EARLY)

After the two deeds were signed January 22, 1855 in San Francisco in which Martina Castro and her husband Louis Depeaux sold Martina's two claims, one for Rancho Soquel and the other for the Augmentation to Archbishop Joseph Alemany, Father John Llebaria and the Reverend John Ingoldsby, Father Llebaria hired attorney John Wilson to handle the legal affairs for the three. Both parties knew that the Land Claims Commissioners were about to accept Rancho Soquel as a legitimate grant and turn down the Augmentation, Wilson's task was to find a way to convince the Land Commissioners to reverse their imminent decision concerning the latter area.

OPINION and CONFIRMATION of
OPINION by BOARD of COMMISSIONERS
April 17, 1855

Concerning Martina Castro's request for a patent for the land known as "Shoquel" (the Soquel Augmentation), the Board of Commissioners for the Land Claims Commission gave the following opinion.....

The claimant in this case offered in evidence a traced copy of an Expediente, and what purports to be a traced copy of a grant in persuance of said Expediente, also a subsequent Expediente for a grant of an extension of the former grant, together with traced copies of what purports to be a portion of the intermediate proceedings therein, and a traced copy of what purports to be a grant, all in persuance of the last Expediente.

But no proof whatever is offered to establish the existence of the originals, or that what purports to be copies are copies of the originals.

We are of the opinion that the proofs in the case are insufficient to entitle the claimant to a confirmation, a decree therefore will be granted rejecting the same.

On the same date that the Board of Commissioners rejected Martina's request for a patent for "Shoquel," they also issued their CONFIRMATION of their rejection. They stated, that being satisfied that their rejection was correct, and because the land requested was in the Southern District of California, it was ordered that both transcripts of the proceedings and decisions

1855 A TROUBLESOME YEAR

OPINION and CONFIRMATION of
OPINION by BOARD of COMMISSIONERS
April 17, 1855
(Continued)

shall be filed with the Clerk of the United States District Court for the Southern District of California.

Because it was declared that "Shoquel" was located in the Southern District of California, this also placed "Soquel" (Rancho Soquel) there to, therefore their confirmation of this grant was also sent south, but not to the United States District Court, but to the Attorney General of the United States who would challenge the findings of the Land Commission.

The above decisions "doomed" Martina's request for the "Shoquel" grant patent, and also put the confirmation of "Soquel" in jeopardy.....

MAY 15, 1855

John Wilson, representing Father John Llebaria moves that the Land Claims Commissioners set aside their decree of rejection and accept new evidence that will be presented in the following affidavit and so set aside their rejection once a rehearing begins.

AFFIDAVIT by FATHER JOHN LLEBARIA
to BOARD of COMMISSIONERS
May 16, 1855

This affidavit begins....."I, John Francis Llebaria, state that since about the month of January last, I have the entire control of management of the case for the claimant (Martina Castro), and then I applied some time in the month of February, 1855 to John Wilson, one of the attorneys who had charge of the case (the other attorney is Durrell S. Gregory) before the Board to know what testimony is further wanting to prove the case, so as the same could be confirmed, and the (now) lands of the grant of this (person) want to know of the Commission what is necessary to have confirmed the Augmentation to him, to prove the boundries, the occupation and also the genuineness of the papers of the grant."

"I, John Francis Llebaria, have sent to Santa Cruz where the land lies and engaged Juan Jose Castro and Guadalupe Castro (both brothers of Martina), who live adjacent to the land claimed, who had seen the original grant, and who know all about the occupation and boundries of the land claimed. They (both) promised further to be in the city of San Francisco about the 1st of April, 1855..... and.....about that day this

1855 A TROUBLESOME YEAR

AFFIDAVIT by FATHER JOHN LLEBARIA
to BOARD of COMMISSIONERS

May 16, 1855

(Continued)

affiant is informed and believes the information to be true that Juan Jose Castro became sick and was unable to attend before this board, on the claim. But the same Juan Jose Castro is here now and is prepared to give testimony."

"This affiant has also been informed, and believes, the same to be true, that the same Guadalupe Castro was wholly unable to attend at the above named time because of private business which he cannot leave, but he is here now. This is the earliest that this affiant has been able to procure their attendance, and they are both prepared to show the validity of the claim and therefore this affiant prays that the (case) therefore be opened and a new hearing upon this case (begin)."

MAY 16, 1855

On the above date three depositions were presented to the Board of Commissioners. First was a joint deposition signed by Juan Jose and Guadalupe Castro in which they state that the foregoing affidavit by Father Llebaria was read to them and so far as the facts are there stated which relate to them they are true, and they failed to appear for the reasons as stated by Father Llebaria.

In the second deposition signed by Guadalupe, when he was asked if he was acquainted with the tract of land known as the Augmentation to the "Rancho de Soquel," he answered yes and described the boundries as previously presented in CHAPTERS 2 and 3 and therefore they will not be repeated here.....

When Guadalupe was asked if he recognized the signatures of Ricardo Juan, Francisco Alviso, Secretary Manual Jimeno and Governor Manuel Micheltoarena he said yes and that they were all genuine.

And finally, when Guadalupe was asked if he ever saw any paper in the possession of his sister purporting to be a grant to the Augmentation he answered yes, that about the year 1844 he saw the grant for the Augmentation and also the earlier grant for Rancho Soquel. He finished by stating that what he saw earlier were the identical papers which he observed in the office of the U.S. Surveyor General.

1855 A TROUBLESOME YEAR

MAY 16, 1855 (Continued)

The third deposition was that of Juan Jose Castro, presented and read to the commission, was as follows (it did not vary from his brother's read earlier, but his description of the Augmentation, as described by the Governor in his letter to Martina and the defination of Yesca warrants repeating here):.....

"I am acquainted with the Augmentation to the Rancho de Soquel and I also know the boundries of the same, which are as follows.....on one side there is the "Palo de la Yesca" so called from an oak tree that formerly stood there from which punk was obtained.....on the other side the Laguna del Sarjento.....on the other side the Loma Prieta de la Sierra Azul (which Loma is the highest point of the range of Sierra Azul [which would today be Mt. Thayer]), and on the other side a place called "la Chuchita" and on the last side it adjoins the lands of Rafael Castro.....and on the side towards the sea it (borders) the original Rancho de Soquel.....and on the side of the Palo de la Yesca it adjoins the lands of the Pueblo of Santa Cruz, or Branciforte."

When Juan Jose was asked if the "Augmento" had been occupied, and if so, by whom and state the type of occupancy.....Juan answered.....the Augmento has been occupied by Martina Castro who owned the Rancho de Soquel, of which she grazed and pasturial her stock on the said Augmento from the date of the grant, and I consider both lands to be one and the same that she claimed."

MAY 16, 1855

In a separate deposition, the former Surveyor General under Governor Micheltorena in 1843/1844, Henry Cambustan, when asked if he had examined the original papers now on file in the U.S. Surveyor General's Office pertaining to the grant to Martina Castro for the Rancho de Soquel and the Augmentation to be the same, and if yes are you acquainted with the signatures to be the same and state your means of knowledge and are they or not genuine.....Henry answered.....I am acquainted with the signatures of the Governor Micheltorena, Ricardo Juan and secretary Manual Jimeno, having seen them write and sign their names often.....yes, I believe that all the signatures are genuine.

NOTE: It well be remembered that in late 1843 (or early 1844) Governor Micheltorena appointed Henry his Surveyor General, then assigned him the task of surveying the four square leagues that were to enclose the township of Branciforte. He was also instructed to survey and mark Martina Castro's additional requested grazing land when the first task was completed. In his earlier testimony before the commission he stated that he did not follow the Governor's instructions

1855 A TROUBLESOME YEAR

MAY 16, 1855 (Continued)

regarding Martina's land because of weather difficulties, he could not find a boat to cross the flooding creeks between Branciforte and Soquel.....remember.....that Henry gave the preceding testimony in a deposition taken on March 1, 1854 and read to the commission on March 6, 1854.....then on March 7, 1854 Martina and her husband Louis Depeaux sold to Henry for the sum of one peso for services rendered 1/4 of all of Martina's lands claimed through her fraudulent deed of August 29, 1850!

The quickly written deed just discussed will surface again in San Francisco on February 5, 1858.....remember it. This deed will be declared void by the Superior Court during both of Frederick A. Hihn's partitioning suits because it was not acknowledged properly when Martina put her "X" on it.

MAY 21, 1855

On the above date Archbishop Joseph S. Alemany had an addition added to the Agreement between Martina Castro Depeaux, Durrell S. Gregory and John Wilson....."We, the undersigned having purchased of Martina Castro Depeaux and her husband their interest in the within mentioned tract of land do hereby recognize, ratify and agree to be bounded by the within contract (entered into between the three) and we will when required to do so by the latter two make to them a deed for their portion (1/4 each) of said land when they perform their part of the agreement as above stated and at your request and in the same manner as if requested by you Martina Castro Depeaux and her husband.....the agreement between Martina Castro, Durrell S. Gregory and John Wilson was signed October 28, 1852.....

signed by Joseph S. Alemany by (C1) of San Francisco

JUNE 26, 1855

In a statement made before the land commission, John Wilson states that it is admitted as a matter of fact that the lands claimed by Martina Castro are situated north of the 37th latitude and therefore they are both in the Northern District of California.

OPINION & CONFIRMATION
to ACCEPT GRANT for SHOQUEL
June 26, 1855

Because of the importance of this opinion as made by the United States Land Claims Commission, and not wanting to "loose" any of its "tone," it is repeated here in its entirety.....

"The claimant in this case has offered in evidence in supp-

1855 A TROUBLESOME YEAR

ort of her claim a traced copy of an Expediente dated the 16th day of November, 1833 addressed to Governor Figueroa for a grant of the place in question, of which Figueroa gave a provincial grant on the 22nd day of November, 1833. On the 17th day of May, 1834 the proceedings received the approval of the Departmental Assembly. Once on the same day Governor Figueroa replied to the petition a final title. On the 7th day of January 1844 the petitioner presented another Expediente for an extension of the grant. So as to include an adjoining ridge called "Palo de la Yesca," of which in February following Governor Micheltorena gave a grant to the extension asked for. The documents establishing the foregoing facts are on file once proven to be genuine."

"The petitioner has also proven that she uses in possession of the place and being therein at the time of the grant in possession, and that she has continued to live on the place ever since.....we think also that the boundries are so well settled by the proof that there well be no diffuculty in locating the same we think this is a valid (grant) and a decree of confirmation will accordingly be entered. The request is CONFIRMED.....filed June 26, 1855.

JUNE 26, 1855

On the same date as the above Opinion was presented, the commissioners issued their Confirmation of the Opinion, and that the land was situated in the County of Santa Cruz, it is called "Shoquel" with an addition, a ridge called "Palo de la Yesca" to be located agreeable to the calls and grants, and the map accompanying the Experiente on file (the map crudly drawn by Francisco Alviso and submitted with his depositionas presented in CHAPTER 3 of this book.

It was further stated by the commissioners that Shoquel was situated in the Northern District of California, and the two transcripts of the proceedings and decisions in this case be filed with the United States District Court for the Northern District Court for the Northern District of California and the other be transmitted to the Attorney General of the United States.

AUGUST 11, 1855- DEED

On this date Maria Luisa and her husband Ricardo Juan, Maria Josefa and her husband Lambert B. Clements, Maria Guadalupe and her husband Joseph Averno, Joseph L. Majors and Pruitt Sinclair deed to attorney Durrell S. Gregory 1/3rd of their claim to land in both ranches. The award of land is to repay Durrell for representing their interests before the Southern California Land Claims Commission, which as later would prove was not necessary.

When the deed was signed by the grantors, Durrell Gregory considered himself the owner of 4/27ths (or 8/54ths undivided

1855 A TROUBLESOME YEAR

parts of both Rancho Soquel and the Augmentation).....1/3rd of 1/9th, or 1/27th from each of the Juans, Clements and Averons and a combined 1/3rd of 1/9th from Majors and Sinclair.

Later, during the Frederick A. Hihn partitioning suits, Charles B. Younger will rule that only Pruitt Sinclair passed on title to land to Gregory and that land, totaling only 1/54th was located only in the Augmentation. Therefore, when Gregory entered into a deed with Benjamin F. Porter, both assumed that 8/54ths of both ranches were sold. Shortly after when Benjamin F. Porter sold 1/54th of the Augmentation to James Taylor, Porter assumed that he still owned 7/54ths undivided parts. Much to Porter's chagrin, he will find out that he had sold his entire claim to Taylor, and all that he could claim was the five acres he purchased from the Juans in Rancho Soquel that contained the Juan Tannery facility.

SEPTEMBER 10, 1855- SCHOOL LAND WARRANTS

On November 30, 1854 Thomas Fallon purchased back from Peter Tracy School Land Warrants Nos. 353 and 354 each totaling 160 acres (leaving with Peter ownership of warrant No. 108 totaling 320 acres). On the above date Thomas sold warrants Nos. 353 and 354 for \$1,000 (\$14,000) to his friend and brother-in-law Henry Peck (see CHAPTER 3). When it was established that these two warrants were located within the Augmentation along Bates Creek, on February 12, 1859 they were "floated" down to the Watsonville area, to an area along the west bank of the creek running through Cañada de los Osos rancho.

EVICITION NOTICES SERVED LATE 1855

As stated by Father John Llebaria in his Affidavit to the Land Commissioners May 16, 1855 that he had hired attorney John Wilson, seeking legal advice concerning the Augmentation, John Wilson responded by first advising his client to present his Affidavit to the commission, then after confirmation was forthcoming, begin serving eviction notices to everyone living on, or claiming ownership within Rancho Soquel, and either living or logging within the Augmentation.

The eviction notices were made out, and now a person was needed to serve them, a person that would provide both authority and the presence to intimate those being served. The Reverend John Ingoldsby recommended that his cousin, Charles McKiernan, now called by some "Mountain Charley" because of his May 8, 1854 encounter with a grizzly bear serve the papers.

Charley began visiting each person living on Rancho Soquel and discussed with them the terms that the new owners, Father

1855 A TROUBLESOME YEAR

Llebaria and the Reverend John Ingoldsby had established. If they refused to abide by the new rules, then they were served with an eviction notice. The new rules were: those that refused to pay rent, purchase their land, or after refusing to do either of the preceding, they would be served a notice to leave the land.

Because there were few living within the Augmentation, the notices were mostly concerned with logging restrictions. And who were the persons that were visited by Charley and had the "proper" paper served on them?.....

- Luisa and Ricardo Juan
- Helena and Joseph Littlejohn
- Guadalupe and Joseph Averon
- Antonia and Henry Peck
- Nicanor and Francisco Laj-eunesse
- Joshua Parrish
- Montgomery B. Shackelford
- Peter Tracy
- Thomas W. Wright
- Joseph L. Majors
- Pruitt Sinclair
- Jones Hoy
- Dr. John P.P. Vandenberg
- Joel Bates
- George W. Kirby
- Frederick A. Hihn
- Henry F. Parsons
- Craven P. Hester
- Carmel and Thomas Fallon

Rather than accept the notices to evict the premises or buy the land (or pay rent), several of the now considered trespassers and or squatters consulted an attorney, while several "banded" together and hired Robert F. Peckham to represent them.....and now the legal battle that would last for the next 14 plus years was about to begin.

ROBERT F. PECKHAM

Robert F. Peckham, a self taught man was born in Charleston, Rhode Island January 30, 1827. Here is truly one of Santa Cruz County's little known unsung early-day celebrities. What little is written about this man does not begin to tell of his activities concerning Martina Castro's two land grants, beginning in 1853 when he represented Martina against the John Hames sawmill suit while at the same time representing Thomas Fallon in his partitioning suit against her.

To this point in the story he has been hired to defend Martina's heirs and several others, all living on Martina's two grants that have banded together to fight the eviction notices being served by Mountain Charley on behalf of the Catholic priests.

We will leave Robert's story here, chronicling his next fourteen years in the county as this story unfolds, ending with the following observation.....all persons owning land today within the south-central portion of Santa Cruz County, from Monterey Bay to Loma Prieta (in Santa Clara County) are indebted to this man.....Robert F. Peckham!

1855 A TROUBLESOME YEAR

SEE APPENDIX 'B'

DEED-ARCHBISHOP ALEMANY and
FATHER LLEBARIA to JOHN INGOLDSBY
September 10, 1855

It soon became apparent to the three Catholic priests and their attorney that the present ownership of the two lands being invested among the three was both cumbersome and in the long run costly. Because of the "banding together" of many that were living on the two ranches and were refusing to buy, sell, or pay rent, it was obvious that a lawsuit would soon be necessary. With three owners John Wilson told the three that any lawsuit brought forth would be difficult, therefore it was agreed that there should be only one owner, and that he should be the Reverend John Ingoldsby. This would make it both less costly to conduct a lawsuit and evict the uncooperative persons living on the ranches. Therefore on the above date the following deed was entered into between the three priests.....

For one dollar (\$1991- \$14) paid in hand Archbishop Joseph S. Alemany passed on title to John Ingoldsby to his half of the Soquel Augmentation, while Father John Francis Llebaria passed on the other half of the upper area and his half of Rancho Soquel. Thus with the two signatures of the grantors, John Ingoldsby is now the owner of both Rancho Soquel and the Augmentation.

NOTE: There is an interesting aspect to this deed....because it was so difficult to read, it was rewritten for clarity and refiled February 5, 1866. The rewriting was at the request of the State Supreme Court which was reviewing at the time several appeals concerning Frederick A. Hihn's partitioning suits. The original deed was filed September 14, 1855.

AGREEMENT between ALEMANY, LLEBARIA, SEE APPENDIX 'B'
INGOLDSBY, JOHN WILSON & JAMES SCARBOROUGH
September 11, 1855

This Agreement was necessary to protect the interests of the two priests that had sold the day before their entire interest in both of Martina's grants to the Reverend John Ingoldsby, to guarantee the fees for the two attorneys they had hired, and for the three priests to begin to acquire a profit from their purchase.

This Agreement is long and complicated, and only through later court testimony and court decisions has its true meaning been clarified. For these reasons it will not be quoted directly here, only what was actually agreed upon between the five parties based on court testimony.

1855 A TROUBLESOME YEAR

After he has obtained legal ownership of both of Martina Castro's two land grants and all persons presently living on them have been successfully removed, John Ingoldsby agrees to deed back two-thirds (2/3rds) of his final ownership to the Archbishop Joseph Alemany and Father Llebaria.

Because legal services are needed to achieve their goals, John Wilson and James Scarborough will be hired. To pay their fees each attorney is given 1/4 of Rancho Soquel and the Augmentation. It is further agreed among the five that one-quarter of each ranch will be sold when buyers can be found, and that the sales will come from the attorneys ownership, thereby reducing their ownership to 1/8th of each ranch.

NOTE: According to later court testimony (presented during the two Frederick A. Hihn initiated partitioning suits), final ownership based on this Agreement is presented in the following figure.....

	OWNERSHIP BEFORE DEED	OWNERSHIP AFTER DEED	OWNERSHIP WITH AGREEMENT	FINAL OWNERSHIP
<u>RANCHO SOQUEL</u>				
INGOLDSBY	1/2	ALL	1/2	1/6
LLEBARIA	1/2	0	0	1/6
ALEMANY	0	0	0	1/6
JOHN WILSON	0	0	1/4	1/8
JAMES SCARBOROUGH	0	0	1/4	1/8
LAND SOLD	0	0	0	1/4
<u>AUGMENTATION</u>				
INGOLDSBY	0	ALL	1/2	1/6
LLEBARIA	1/2	0	0	1/6
ALEMANY	1/2	0	0	1/6
JOHN WILSON	0	0	1/4	1/8
JAMES SCARBOROUGH	0	0	1/4	1/8
LAND SOLD	0	0	0	1/4

FINAL OWNERSHIP PLANS OF INGOLDSBY,
LLEBARIA, ALEMANY, WILSON and SCARBOROUGH

NOTE: If there ever was a question how John Wilson became involved and a claimer to land in the two ranches a review of the Agreement with Martina Castro dated October 28, 1852 and the addition to it by Alemany on May 21, 1855 well help answer the question.....

1855 A TROUBLESOME YEAR

The JOHN HAMES SAWMILL SUIT
APPEAL DECISION

September 14, 1855

It well be remembered that the Third District Superior Court handed down its decision in favor of Martina Castro on April 5, 1854. Immediately Hames through his attorney Durrell S. Gregory appealed to the State Supreme Court which, on the above date upheld the lower court's decision in ordering a nonsuit based on the rules under the Mexican system of jurisprudence.

CHAPTER 6

DEPOSITIONS, TESTIMONY

AND

FALSEHOODS

Intentially left blank.

DEPOSITIONS, TESTIMONY
and FALSEHOODS

PETITION for RANCHO SOQUEL
by U.S. DISTRICT ATTORNEY

TO
U.S. DISTRICT COURT
February 28, 1856

The United States District Attorney, on the above date petitioned the Northern District of California U.S. District Court requesting a review of the Board of Land Commissioners decision to accept Martina Castro's petition for a patent for Rancho Soquel. In his petition, the District Attorney claims that the claim was invalid and requests that the court reverse the decision and declare it invalid.

PETITION for AUGMENTATION
by U.S. DISTRICT ATTORNEY

TO
U.S. DISTRICT COURT
February 29, 1856

This petition to the U.S. District Court by the U.S. District Attorney is worded almost identical with his petition for Rancho Soquel dated the day before

PETITION for AUGMENTATION
by JOHN WILSON

TO
U.S. DISTRICT COURT
March 3, 1856

Attorney John Wilson, in the name of Martina Castro, in his petition to the U.S. District Court asks that her petition for a grant for the Augmentation be accepted, and the land is within the court's jurisdiction.

PETITION for RANCHO SOQUEL
by JOHN WILSON

TO
U.S. DISTRICT COURT
March 5, 1856

This petition by attorney John Wilson, in the name of Martina Castro, is identical to his petition for the Augmentation dated March 3, 1856.

DEPOSITION by JOHN HAMES
March 5, 1856

On the above date John Hames testified for the U.S. District

DEPOSITIONS, TESTIMONY
and FALSEHOODS

DEPOSITION by JOHN HAMES
March 5, 1856
(Continued)

Attorney by stating that he knew Martina Castro and had a talk with her in 1845 or 1846 about her request for grazing land and that she told him that she had put in a petition for what she called the "YESCA" now known by the name "AUGMENT." She gave it no other name than "YESCA." She also told me that she was unable to obtain the grant owing to the people living in the town of Branciforte and the alcalde of the town.

When he was asked if he ever had a conversation with the alcalde Francisco Alviso about a report he made in this case, he answered....."in the spring of 1848 I went to him and asked him if he had been to Monterey and agreed that this tract of land could be granted to Martina Castro. He said no, and I asked him if he could testify to that, and he said yes. He went with me before Justice William Blackburn in the spring of 1848 at Santa Cruz. He was sworn and he stated on oath that he had never agreed that the "YESCA" could be granted.

NOTE: When considering whether or not John Hames was telling the truth, a slanted version of the truth, or was out and out lying, it must be remembered that his appeal to the State Supreme Court concerning his sawmill suit against Martina had just been turned down!

DEPOSITION FOR U.S. DISTRICT
ATTORNEY by THOMAS FALLON
March 31, 1856

1st Question by U.S. Attorney: What is your name, age and place of residence?

Answer: Thomas Fallon, I am 33 years of age, and I reside at San Jose.

2nd Question by U.S. Attorney: Are you acquainted with Martina Castro the claimant of the place called "la Yesca?"

Answer: I am, but it is better known by the name "Augmento."

3rd Question by U.S. Attorney: To what is it, the Augmento?

Answer: To the Soquel Ranch.

4th Question by U.S. Attorney: How long have you known the claimant Martina Castro?

Answer: For about ten years.

5th Question by U.S. Attorney: Have you in any wise been connected in interest with this tract of land, and if so how and when?

Answer: Yes, I was interested in it, first in 1848 on account of marrying one of the daughters of Martina Castro, and afterwards in 1852 by deed from Martina Castro to one ninth of the whole tract.

6th Question by U.S. Attorney: Have you ever taken any steps in connection with the prosecution of the claim of Martina Castro to the ranch?

Answer: In the fall of 1849 I went, and saw Mr. Hartnell, who was then the translator for the (U.S.) Government. On account of being interested I

DEPOSITIONS, TESTIMONY
and FALSEHOODS

DEPOSITION by THOMAS FALLON
March 5, 1856
(Continued)

applied to him for copies of all papers relating to this ranch that were then in the archives at Monterey.

He gave me the copies of a petition from Martina Castro to Manual Michtorena for this ranch called the "YESCA." Also a copy of the report from the alcalde of Santa Cruz, named Francisco Alviso, and also a copy of a paper signed by Manual Jimeno (the Governor's Secretary). These were all the documents in the archives which he said related to the property and certified to this fact and also to the correctness of the translation.

I noticed where there was a note written in the margin of the originals in the archives stating the words no to se, (which changed the intent of Alviso's informe dated January 23, 1844 from...the land cannot be granted to it can be granted), and in the copy that Hartnell gave me of the report of the alcalde it read, no and I asked Hartnell why it was so and he observed to me that it was right that it should be so for it was changed.

I was a little angry with him at the time for I was interested and I finally asked him what he thought about the matter, and he told me there was no title there was nothing that I could base a title upon except the paper with Jimeno's name upon it and that he did not consider it worth anything.

John Wilson, counsel for the claimant objected to all that is said in relation to what was said by the witness to Hartnell and all that Hartnell did or said as being improper testimony.

7th Question by U.S. Attorney: Are the papers which you saw in the archives at Monterey on the occasion to which you refer the original title papers which have been filed ~~before~~ the Board of the Land Commission in this case?

Answer: I believe they are, in fact I am almost positive of it, because in 1852 I examined with my attorney Judge Ord the same documents, referred to and he pronounced them as absolutely of no account.

8th Question by U.S. Attorney: Where were those papers when you examined them with Judge Ord?

Answer: I think it was in Palmer Cook Company's building on Kearny Street (in San Francisco).

9th Question by U.S. Attorney: How come they to be there?

Answer: I cannot tell.

10th Question by U.S. Attorney: In whose possession were they?

Answer: I do not know. Judge Ord informed me before we went in that he would apply to the Law Agent to see them.

John Wilson makes a similar objection to the above question and answer as made earlier.

11th Question by U.S. Attorney: Have you ever seen those papers since?

Answer: No, I think not.

12th Question by U.S. Attorney: How come you go to this place when you last saw the papers?

Answer: I wished to engage Judge Ord to prosecute this claim before the Law Commission.

John Wilson objects to the above question as being irrelevant.

13th Question by U.S. Attorney: Why did you go to the place on Kearny Street now than to any other place to see these papers?

DEPOSITIONS, TESTIMONY
and FALSEHOODS

DEPOSITION by THOMAS FALLON
March 5, 1856
(Continued)

Answer: Judge Ord informed me that this was the place where the archives were kept.

John Wilson objects that the answer is improper evidence.

14th Question by U.S. Attorney: What time was this?

Answer: Some time late in the summer of 1852.

15th Question by U.S. Attorney: Did you ever take any further steps in connection with those papers and if so, what?

Answer: After that, I never took any steps towards a confirmation as I looked upon it as hopeless.

John Wilson objected to the answer as being improper.

16th Question by U.S. Attorney: Did you ever take any other steps in regard to this claim between the time that you had the conversation with Hartnell at Monterey, and the time that you went with Judge Ord to see the papers on Kearny Street?

John Wilson objects to the question as being irrelevant.

Answer: I did; from the time I spoke to Hartnell until 1852, I did all I could towards the confirmation, by inquiring and trying to find out evidence in favor of the claim: I spoke to Manual Jimeno himself upon the subject, and I showed him the copies of all the papers that Hartnell had given me..... I explained the contents of the papers to Jimeno, and asked him if he knew anything more about it. He said that was all he knew about it.

John Wilson objects to the answer as being improper evidence.

17th Question by U.S. Attorney: Of what did these papers that you explained to Jimeno purport to be copies?

Answer: They were copies of all the papers relating to the ranch of la Yesca which Hartnell gave me. There was a petition from Martina Castro to Manual Micheltorena asking for the ranch; a report from the alcalde of Santa Cruz Francisco Alviso saying it cannot be granted; a paper signed by Jimeno himself, these were about all the papers.

John Wilson objected to the answer because it was improper testimony.

18th Question by U.S. Attorney: Do you know positively whether these were all the papers which you explained to Jimeno or not?

Answer: These were all the papers that I could find relating to the ranch.

19th Question by U.S. Attorney: What were the dates respectively on these papers if any?

Answer: I think all the papers were dated in 1844, but I can't be positive.

20th Question by U.S. Attorney: What were the contents of the petition of Martina Castro which you saw in the archives in Monterey?

John Wilson objected to the question as being improper.

Answer: In the first place it complained about her brother's cattle on her ranch and afterwards asking for the "Sierra la Yesca" but I do not think the quantity of land was mentioned, nor the boundries.

21st Question by U.S. Attorney: Did you not after the abandonment of the prosecution claim by yourself and in connection with others procure and cause to be created some School Land Warrants upon the tract of land?

Answer: After I gave up all hopes of getting it through the Commission, by the

DEPOSITIONS, TESTIMONY
and FALSEHOODS

DEPOSITION by THOMAS FALLON
March 5, 1856
(Continued)

advice of my attorney I considered it government land and I had 640 acres of School Land Warrants located upon it. I have now got no interest in it.

NOTE: Thomas Fallon filed his partitioning suit August 2, 1852 and dropped the suit February 17, 1854. The first School Land Warrant was issued to Peter Tracy June 28, 1852, while Fallon's were issued November 27, 1852.

22nd Question by U.S. Attorney: How have you ceased to have an interest in said tract?

Answer: I sold my (wife's) interest in the lower Soquel Ranch and I afterwards sold out my interest in the School Land Warrants, and when I sold the warrants the parties wanted me to add in (daily?) interest, which I might have in the Ranch of the de Yesca, and I did so, although neither of us considered it worth anything.

23rd Question by U.S. Attorney: To whom did you sell said interest, and when?

Answer: I sold the School Land Warrants in 1853 to Thomas W. Wright and Peter Tracy, and I afterwards got back one half into my own hands and then I sold them to Henry W. Peck in 1855, so that now I have no interest. I gave quit claims in every instance.

NOTE: Thomas Fallon failed to mention his wife's 1/9th claim in the Augmento!

DEPOSITION FOR U.S. DISTRICT
ATTORNEY by FRANCISCO ALVISO
April 12, 1856

It well be remembered that on January 11, 1844 the Governor's secretary Manual Jimeno sent Ricardo Juan's petition to Francisco Alviso, then alcalde of Branciforte with instructions to report back to him. On January 23, 1844 Francisco reported back in a letter in which he stated that Martina Castro should not be granted the land that she was requesting. It is this letter that disappeared from the archive files in Monterey, and when Willaim Hartnell, assigned by the United States to straighten out the archive files after California became a state, noticed this fact. He asked for a copy of the letter, and when it was brought to him by Ricardo Juan, it had been crudely changed, the cannots were changed to si's (yes).

On March 14, 1848 Francisco Alviso appeared before William Blackburn, alcalde of Santa Cruz and gave a deposition concerning his first letter, then his change of mind after he had learned more about Martina's request for additional land. He stated that he took Martina directly to the Governor and stated that he had changed his mind, that the land was available for granting.....that the "evil" persons at Branciforte that were against the giving of additional land to Martina were incorrect.

On August 14, 1853 Francisco Alviso stated all of the preceeding in a deposition to the Land Claim Commissioners, which is aptly presented in this text and should be

DEPOSITIONS, TESTIMONY
and FALSEHOODS

DEPOSITION by FRANCISCO ALVISO
April 12, 1856
(Continued)

reviewed for understanding before reading Francisco's latest deposition made on behalf of the United States District Attorney.....

Francisco Alviso began his deposition by stating his name, his age at 63, and that he lived at Little Panola in Contra Costa County. He next stated that he had never had any conversation with John Hames in regard to the Augmentation, and he further stated that he did not even know the man.

When he was asked that if he had ever made an oath before Squire Blackburn of Judge Blackburn about the grant in question, he stated.....that he had never made any oath concerning the Augmentation before that judge.

When he was asked if he was ever alcalde of Santa Cruz he answered yes, and after some thought, said it was under Governor Micheltoarena and it was about 1846. Asked if he was ever called upon by the Governor as to whether the Augmentation grant should be made to Martina Castro, he answered.....the governor did call upon me for such information, and I made one. The first report upon the representation of persons living in the neighborhood of the land, who were hostile to the grant and I reported adversely to the grant at that time. But, afterwards finding the land was vacant and no good reason existing against making the grant (and subsequently some two or three months,) on the application of Martina Castro I reported a second time and then in favor of the grant.

CROSS EXAMINATION by U.S. DISTRICT ATTORNEY

When Francisco Alviso was asked if he recollected the date of the grant report, he answered that he did not. When he was asked what he did with that grant report, he answered that he sent it to the governor, and that he had no idea what he did with it. Alviso also stated that he had never seen that report since sending it to the governor. Next, he was asked what he did with the second report, answering that he sent it also to the governor. He also stated that he had never seen this second report after sending it to the governor.

When asked by the District Attorney if he had ever altered by erasure or otherwise any of the words in the first report, Alviso answered that he had not, in either the first or second one. When asked if in the spring of 1848 before alcalde William Blackburn and John Hames and others did he not state in substance that you had reported that the Augmentation could be granted..... he answered that he had never made any such statement at the time or to the parties named in the question.

And finally, when he was asked by the District Attorney whether he was interested either directly or indirectly in the event of the confirmation of the claim before the court, Alviso answered....."I have no interest in the event of the confirmation of this claim."

DIRECT EXAMINATION by JOHN WILSON, ATTORNEY for CLAIMANT

When Francisco Alviso was asked if he was ever sworn before Judge Blackburn on any occasion, he answered that he was sworn once in relation to a suit concerning some timber. When he was asked whether this Augmentation grant was ever made to Martina Castro, he answered "I know that it was made." When next asked by the District Attorney how he knew the grant was made, he answered....."she told me her title had been confirmed! When asked.....did you ever see this grant by the District Attorney, he answered...."I never did."

DEPOSITIONS, TESTIMONY
and FALSEHOODS

Francisco Alviso's testimony ended testimony concerning the United States District Attorney's attempt to have the U.S. District Court overturn the Land Claims Commission's acceptance of Martina Castro's petition for a patent for the Soquel Augmentation. Who lied? Who was telling the truth? For those that lied, we can ask why? It is obvious that there was much more to the attempt to have the Augmentation grant accepted and a patent issued. We will now leave this portion of the story and let the District Attorney file his paper work with the court.

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CHAPTER 7

INGOLDSBY

VERSUS

RICARDO

JUAN

The SUIT IS FILED

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INGOLDSBY versus RICARDO JUAN
The SUIT IS FILED

As expenses began to compound for the three priests.....the cost of ejecting the trespassers and squatters from their Rancho Soquel and Augmentation; the effort before both the Land Claims Commission and in the U.S. District Court; and the cost of preparing for the upcoming suit to prove that Martina Castro's deed of August 29, 1850 was fraudulent.....and.....

Because the purchasing of Martina Castro's two land grants was not supported by the Catholic Church, the church could not be approached for financial assistance. Therefore the three priests decided that the time had arrived to complete the terms agreed to by their two attorneys, John Wilson and James Scarborough, namely to sell one half of the percentage of land given to them, and they, the priests keeping the money.

Ever since the deed between the three priests was signed, on September 10, 1855 and the Agreement the next day involving the two attorneys, they had been searching for buyers willing to pay at least \$2,000 (\$28,000) for 1/12th of the two ranches. When three buyers were found, they entered into the following deeds with them.....

MAY 3, 1856- DEEDS

On the above date six deeds were entered into between the Reverend John Ingoldsby, John Wilson and James Scarborough (as grantors) and William Otis Andrews, Benjamin P. Green and Augustas Noble (as grantees). Little is known of the first two grantees except that they listed their place of residence as San Francisco, but the latter man will shortly become one of Santa Cruz County's leading citizens.

AUGUSTAS NOBLE

Augustas was born in Baltimore, Maryland December 28, 1823. At an early age he learned the trade as a cooper, the maker of barrels, then when the news of the gold strike reached the east coast, like so many, he decided to head west. Arriving in San Francisco July 19, 1849, he headed straight for the gold fields, finding little fortune and less luck at making a living. Discouraged, he returned home, married, then decided to try his luck in California once again. Heading west with his wife, he arrived in San Francisco, then divided his time between the city by the bay and Sacramento.

In San Francisco he met the attorneys John Wilson and James Scarborough and the Reverend John Ingoldsby and Father Lleb-aria. His friendship with the four men became more than a casual friendship according to several letters found. On

INGOLDSBY versus RICARDO JUAN
The SUIT IS FILED

May the 3rd, 1856 he entered into the two affore mentioned deeds, then moved down to Santa Cruz County, settling within the Soquel area, becoming the "eyes and ears" for John Wilson and John Ingoldsby, reporting to them by both letter and direct contact of the events as they occurred in Santa Cruz County pertaining to their interests.

As previously discussed, on May 3, 1856 six deeds were entered into. In the first three, as grantor, the Reverend John Ingoldsby stated that each grantee: WILLIAM OTIS ANDREWS; BENJAMIN P. GREEN; and AUGUSTAS NOBLE is paying him \$2,000 (\$28,000) for 1/12th undivided part of Rancho Soquel and the Augmentation.

In the second set of deeds, as grantors, John Wilson and James Scarborough each pass title to the affore mentioned grantees 1/24th undivided part of their ownership in each rancho.

EXAMPLE: From John Wilson 1/24th of Rancho Soquel plus from James Scarborough an additional 1/24th of the ranch will equal 1/12th. If three deeds are written giving this amount of land to each of the grantees, then 3/12ths of the rancho have been sold, or 1/4 of its acreage. As for the two attorneys, when they each sold 1/24th three times, 3/24ths equals 1/8th, which reduces the 1/4 they were given in the Agreement dated September 11, 1855 by half, leaving each attorney owning 1/8th undivided parts of the rancho. Repeat this for the Augmentation's acreage and a total of 1/4 of it was sold also.....

When the six deeds were entered into, the areas purchased by each grantee was not stated. It was to be determined at a later date. In other words, the grantees purchased only a claim to land within an area that the boundries had not been established for. This chore would be accomplished later.....

MAY 5, 1856- DEEDS

It did not take Benjamin P. Green long to find a buyer for parts of his 1/12th claim to land within both Rancho Soquel and the Augmentation. On the above date he entered into three deeds, selling a percentage of each rancho. In the first deed he sold to Adolphe F. Branda for \$1,500 (\$21,000) 1/10th of his 1/12th undivided claim in both ranches. Branda listed his place of residence as San Francisco.

In the second deed Green sold, for \$500 (\$7,000) 1/4 of his 1/12th claim to land in both ranches to Mary E.J. Slade of San Francisco.

And in the final deed, for \$500 (\$7,000) he sold to Charles Plum of Santa Cruz County 1/10th of his 1/12th claim to land in both ranches.

INGOLDSBY versus RICARDO JUAN
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MAY 13, 1856- DEED

In a fourth deed, Benjamin P. Green sold to Henry W. Lawrence of San Francisco for \$300 (\$4,200) 3/20ths of his 1/12th undivided parts in both ranches. After this sale, Benjamin P. Green retained ownership to 4/10ths of his 1/12th claim to land in each ranch.....

MAY 29, 1856- DEED

On the 5th of May, 1856 the court ordered the sheriff to auction off to the highest bidder Pruitt Sinclair's 1/54th undivided claim to land in both Rancho Soquel and the Augmentation for a debt of \$674 (\$9,436) that he owed to a Charles P. Stevenson. The high bidder was Frederick A. Hihn, with a bid of \$450 (\$6,300).

When Frederick A. Hihn filed his deed with the sheriff, due to an error in the county recorder's office, only the 1/54th undivided part of Rancho Soquel was valid. Later Hihn would contest the court's decision, but he would loose his appeal, leaving him with the only recourse to sue the county clerk, which would prove futile.

This deed is notable because it is the first transaction that Frederick A. Hihn entered into concerning either Rancho Soquel or the Augmentation, the first of many more to come.

SUMMONS & COMPLAINT FILED
for INGOLDSBY vs. RICARDO JUAN
June 1856

After being served notices to either leave their land within either, or both, of Rancho Soquel and the Augmentation, several of the persons claiming ownership through Martina Castro's deed of August 29, 1850 banded together and hired Robert F. Peckham as their attorney to fight the notices.

Robert F. Peckham contended that based on the terms stated in her August 29, 1850 deed, in Rancho Soquel she owned only the 214 (sometimes it is stated as containing 219 acres) acres that made up her homesite and ranch and 1/9th of the Soquel Augmentation. Therefore, based on the clearly defined ownership stated in the deed, this was all the land that she possessed when she and her husband Louis Depeaux entered into the two deeds with the Catholic priests on January 22, 1855 in San Francisco.

A copy of the Summons and Complaint are not available in the files of today's Seventh District Superior Court (at this early time it was the Third District Superior Court headquartered in Oakland and consisted of Alameda, Santa Clara, Santa

INGOLDSBY versus RICARDO JUAN
The SUIT IS FILED

SUMMONS & COMPLAINT FILED
for INGOLDSBY vs. RICARDO JUAN

June 1856
(Continued)

Cruz, San Mateo and San Francisco counties). But the purpose of the suit was to accomplish the eviction of all persons that refused to vacate or purchase (or pay rent) for the land that they claimed ownership of through Martina Castro's deed of August 29, 1850 and to prove that the affore mentioned deed was a fraudulent generated paper. Therefore, if the latter could be proven, then Martina and Louis Depeaux, on January 22, 1855 did sell the entire acreage of both ranches to the three Catholic Priests.

The plaintiff for the suit was the Reverend John Ingoldsby, and his attorneys were John Wilson and James Scarborough. While the official title of the suit is "INGOLDSBY versus RICARDO JUAN et als," Ricardo Juan's name is used only because it was the first name listed on both the Summons and Complaint.

Because a copy of the Summons is not available, the list of defendants has to be guessed at. While not all persons are included in the following list, it is probably close to the full list of names at this time.....

- | | |
|---|----------------------------|
| ● Luisa and Ricardo Juan | ● Joseph L. Majors |
| ● Helena and Joseph Littlejohn | ● Pruitt Sinclair |
| ● Guadalupe and Joseph Averon | ● Jones Hoy |
| ● Antonia and Henry Peck | ● Dr. John P.P. Vandenberg |
| ● Nicanor and Francisco Laj-
eunesse | ● Joel Bates |
| ● Joshua Parrish | ● George W. Kirby |
| ● Montgomery B. Shackelford | ● Frederick A. Hihn |
| ● Peter Tracy | ● Henry F. Parsons |
| ● Thomas W. Wright | ● Craven P. Hester |
| ● Durrell S. Gregory | ● Carmel and Thomas Fallon |

The main witness for the plaintiff John Ingoldsby was Louis Depeaux, Martina Castro's third husband, and he was willing and ready to testify except for one small matter that had to be solved.....he was being held prisoner on board the United States warship Decatur anchored at the Mare Island Navy Yard. The ship, having just returned from a tour of duty in and around the Sandwich Islands (today the Hawaiian Islands), was at Mare Island being refurbished. Louis, because he was a deserter from the United States Navy sometime before he arrived at Monterey in 1847, was being held in the ship's brig.

While Louis's navy records are filed away somewhere in

INGOLDSBY versus RICARDO JUAN
The SUIT IS FILED

the multitude of records on file in the National Archives, after several requests to Washington D.C., it is obvious that they will probably never be found. This is due to the fact that his records are filed with the first ship's log that he sailed with, and until we know the ship's name, his records are lost in the system.

When and where Louis Depeaux was arrested is a mystery. After reading the warship Decatur's log for the period the ship was touring the area around the Sandwich Islands, a period that coincides with the period that Louis and Martina were in the Islands, there is no mention of the event.

Because the Captain of the Decatur would not release Louis due to his earlier desertion, and his testimony was critical for his suit, John Wilson decided that his testimony would have to be made in a deposition, not the best way to proceed as the final results will attest to. The deposition had to be made before the ship sailed out of port, which was scheduled to occur soon.

There was another problem facing John Wilson, because either the Archbishop Joseph Alemany or Father Llebaria (probably the archbishop) had assigned John Ingoldsby to perform his church activities along the northern foothills of the Sierra Nevada, and was refusing to allow him to leave his post. Therefore, Wilson decided that Ingoldsby should make a notarized statement that would introduce Louis Depeaux's deposition and its importance to the court when read. Therefore, on June 25, 1856 John Ingoldsby met with Notary Public Robert C. Rodgers, who took and notarized the following statement.....

STATEMENT by REVERAND JOHN INGOLDSBY **SEE APPENDIX F**
June 25, 1856

I, John Ingoldsby, the plaintiff in the cause before the court, say that one Louis Depeaux is informed and believes in the issues, and this affiant also says that he expects to prove that his testimony is material in this case.

Louis Depeaux states that he is an enlisted sailor on board of the United States vessel of war Decatur, now in the bay of San Francisco, he does not reside in the county of Santa Cruz, where this cause is now pending, and will not, he believes, be present when the cause shall be tried, and in fact, he believes he will continue to be absent when his testimony is required, and therefore he desires to take his deposition, to be read in the above case, on the trial thereof.

INGOLDSBY versus RICARDO JUAN
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JUNE 28, 1856

A copy of the Reverend John Ingoldsby's statement is delivered to Robert F. Peckham by Sheriff O.K. Stampley. Peckham is also notified that John Wilson has requested a change of venue, from Santa Cruz to San Francisco, and on July 14, 1856 a deposition will be made by Louis Depeaux in the latter city.

LETTER from LOUIS DEPEAUX to JOHN WILSON
July 5, 1856

I wish to drop a few lines informing you that through your influence the Captain told me that he would write to the secretary of the Navy for my discharge. I also wish you to write me a note requesting me to be down by the 14th to attend to our business for I am ashamed to go to him and ask permission without having something to show as regards the truth. Please state it is very important and I will show it to him when I ask his permission.

I wish you would write to the keeper of the Lunatic Asylum at Stockton to see if my wife has my papers up there for if she has she may have some of great importance. One in particular (the Article of Agreement signed August 28, 1850) which is an obligation in our behalf with the heirs. Write as soon and oblige your friend and servant.

P.S. If anyone speaks to you about my testimony don't say that you intend to put much faith on it but let me (alone) and I will make a case for you to tell all I can (ever) that the entire deed to the children was a fraud and one of them told me that it was their intention to commit a fraud when they drew it up. I have thought it all over since I saw you last.

signed by Louis Depeaux

DEPOSITION by LOUIS DEPEAUX
July 14, 1856

SEE APPENDIX F

Take notice, that on the 14th day of July, 1856, between the hours of eight o'clock A.M. and five o'clock P.M. on said day, at the office of Robert C. Rodgers, Esq., Notary Public, in the city of San Francisco and State of California, being No. 100, on Merchant Street, of said city, I will proceed to take the deposition of Louis Depeaux, to be read in evidence in the (Ingoldsby versus Ricardo Juan cause), the taking, if not completed on the above named day, the same will be continued from day to day, between the same hours, and at the same place till it is completed, when and where you may attend.

INGOLDSBY versus RICARDO JUAN
The SUIT IS FILED

DEPOSITION by LOUIS DEPEAUX

July 14, 1856

(Continued)

signed by John Wilson and James Scarborough for John Ingoldsby

Personally served on Robert F. Peckham, by delivering to him personally a true copy of the within notice, June 28th, 1856.

On the above date, in the office of Robert C. Rodgers, were Notary Public Orrin Bailey, John Wilson and James Scarborough, both attorneys for the plaintiff John Ingoldsby, and representing the defendants, Robert F. Peckham. Also present naturally, was Louis Depeaux with the necessary Navy Police to guarantee his return to the Decatur. After the witness Louis Depeaux was duly sworn, deposes and says.....my name is Louis Depeaux, a resident of the city of San Francisco, in California.

Question by John Wilson: Do you know the parties, plaintiffs and defendants, to this suit?

Answer: I do know all except one or two of the defendants.

Question by John Wilson: The defendants have set up in their answer in the above case, a deed from Martina Castro to some of the defendants, dated August 29, 1850; do you know anything about the execution of that instrument? And if you do, state all you know about it.

Answer: I do know that there was a paper or deed drawn up by the heirs of Martina Castro, about the latter part of August, 1850, which was supposed to convey the privilege of occupancy of the place, which she, Martina Castro, signed; and before the paper was put on record, Thomas Fallon came to me and said he wished to have it changed to another form, which I consented to him to do, if the other should be a conveyance of the same meaning and purport of the first. He had a paper drawn up afterwards; (I read a part of it sometime afterwards, at Santa Cruz, and found it was not of the same purport as the first.)

He (Thomas Fallon) sent the paper by Peter Tracy, who was the County Clerk, who requested me to sign it; my wife declined signing it, as it was written in English, and not properly translated, and said Tracy declined to translate it for her, but assured her it was the same as the first paper (the Article of Agreement); his excuse was that he had not time to translate it; at last I took the pen myself, and asked her if she was willing to sign; she said she was, provided it was the same as the first paper, and I signed it for her, because she cannot write; she did not touch the pen, or make any mark on the paper; the paper was then taken away to be recorded at the Mission, without giving us an opportunity of knowing the contents. I did not sign it myself at the time, not thinking it was necessary to be signed by me at all; I had the original paper in my possession from the time it was executed in August of 1850, to the year 1855, and then sent it by my wife from Honolulu to San Francisco. I have examined all my papers since, and cannot find that one; this paper which is (on file) now exhibited (marked "A"), I believe to be a copy of the

INGOLDSBY versus RICARDO JUAN
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DEPOSITION by LOUIS DEPEAUX
July 14, 1856
(Continued)

first document (the Article of Agreement) alluded to; I never had a copy of the second document (the deed) in my possession.

About six or eight weeks after signing for my wife, the second document (the deed) was presented to me in the Clerk's Office at the Mission, by Peter Tracy the Clerk, who requested me to sign it; I signed it, under the belief that it was the same as the (Article of Agreement) alluded to; at the time of my signing in the Clerk's Office, there were present Peter Tracy, Thomas Fallon, and I think Robert King.

Robert King, born in London, England, was known to have been a resident of Santa Cruz since 1834. He was either elected or appointed the town's first constable in the 1850-51 period. By his wife the former Estefana Juarez, he had four children. He died sometime shortly before 1860.

To continue with Louis Depeaux's deposition.....when I signed for my wife the Article of Agreement, Peter Tracy, my wife and two of the children, Miguel and Maria Guadalupe Lodge were present. The only way we found out the second instrument (the deed) conveyed away any more than the Article of Agreement, was through Antonia Lodge, the wife of Henry Peck; she came home to her mother's (place), and asked her mother what she had been doing? Her mother asked why she asked that? She said that (Thomas) Fallon had told her (probably Thomas told Henry and Henry told his wife), that they all had an equal right in the ranch, and that he said she (Martina) had given a paper, giving the right to them. Martina then asked me if it was so? I told her I believed the second paper to be the same as the first. She told me to go and examine it. I neglected doing so, and do not know to this day the entire substance of that paper (the deed).

Question by John Wilson: State whether you know of any agreement, on the part of Martina Castro's children or their husbands, binding themselves to do or perform certain things if she would give them the first agreement? And if you do, state what it is.

Answer: The husbands of the children then married, agreed to assist in paying taxes, defending in law suits, and to keep off squatters; they were Thomas Fallon; Lambert B. Clements; Ricardo Juan; and Francisco Lajeunesse (Young). The latter son-in-law did not sign the Article of Agreement, but agreed to do so (Francisco Lajeunesse could neither read or write, signing all documents with his mark). The others did sign it, in my presence; the first year they paid no taxes; I had to borrow the money of Thomas Fallon (the mortgage deed signed 11/29/1850); for which I paid interest, and paid the taxes myself; they did not, any of them, assist against squatters, but I believe Fallon laid a (School) Land Warrant....or.....quit claim on, and squatted himself; they did nothing towards complying with the agreement, except pay their taxes, after the first year, but were an incumbrance in the lawsuit which was then pending, and they were to assist in.

Question by Robert F. Peckham: Did you sign for Martina Castro, at her request and in her presence?

Answer: I did sign it by her consent, provided, as she said, it was the same as the first paper; Peter Tracy said to her, "How, in the name of God, do you suppose your husband would deceive you?" I said, "here goes," and signed it; we both supposed, at the time, it was the same as the first; the name was written with ink made of gunpowder and vinegar, and had a yellow cast; I was the husband of Martina Castro at that time, and am yet.

Question by Robert F. Peckham: In whose handwriting was the paper, above spoken of by you? (The Article of Agreement)

INGOLDSBY versus RICARDO JUAN
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DEPOSITION by LOUIS DEPEAUX
July 14, 1856
(Continued)

Answer: It was in the writing of Lambert B. Clements

Question by Robert F. Peckham: Was the first paper read by you?

Answer: Yes, and myself and Martina were present when it was drawn up.

Question by Robert F. Peckham: How long was it from that time until the time that Thomas Fallon came and told you he wanted it changed to another form?

Answer: Some three or four days.

Question by Robert F. Peckham: Did he or did he not explain to you, the alterations which he wished to make?

Answer: He did not tell me of any material alterations, but said he wanted it to conform to the law; I told him it must contain the same substance as the other.

Question by Robert F. Peckham: Where were you when Peter Tracy came and requested you to sign the document (the deed)?

Answer: At my own house; he did not request me to sign it; he wanted my wife to sign it.

Question by Robert F. Peckham: Have you seen your wife since your return from Honolulu?

Answer: I have not.

Question by Robert F. Peckham: What had you or your wife, to your knowledge, (at the time of the conveyance of her uninterest in the property in controversy to the plaintiff John Ingoldsby and Francis Llebaria) told them in relation to the existence of the deed above spoken of by you, from Martina Castro to her children?

Answer: We told them that a paper was existing whereby the children claimed the right of occupancy of equal shares of the ranch; and we also told them, they said they had another paper, whereby they (the children) had a right to the property, but that we denied the existence of any such paper; that we had never intended to make any such conveyance, or paper.

Question by Robert F. Peckham: Did you or did you not tell them that the children of Martina had a paper (the second one spoken of...the deed,) under which they claimed to own eight-tenths of the property?

Answer: I told them there was such a paper in existence, by which the children intended to claim eight-tenths of the ranch, but we denied that it was legally executed.

Question by Robert F. Peckham: Is the paper the second paper spoken of in your testimony?

Answer: I believe it is, but cannot say positively, as I never read it; I told these persons, plaintiffs and Francis Llebaria, very much the same as I have sworn in my testimony now taken.

Also entered into the record accompanying Louis Depeaux's deposition was his EXHIBIT "A", which was his remembrance of the Article of Agreement signed August 28, 1850. Louis was able to quote the agreement almost word-for-word, which is remarkable based on his admission that he had not seen it since it was signed. The agreement will not be repeated here, as it was

INGOLDSBY versus RICARDO JUAN
The SUIT IS FILED

aptly discussed in CHAPTER 2 and quoted in its entirety in the APPENDIX to this book. **SEE APPENDIX B**

SEPTEMBER 5, 1856 - DEED

Back on January 21, 1854 Nicanor and her husband Francisco Lajeunesse sold Nicanor's 1/9th claim to Rancho Soquel to a Dr. John P.P. Vandenberg for \$3,300 (\$46,000). On September 5, 1856 the doctor, in a quit claim deed, sold one half of his 1/9th claim (1/18th) to Frederick A. Hihn for \$1,850 (\$25,900). When Hihn entered into this deed with the doctor neither grantor or grantee were aware that the first deed with the Lajeunesses' was illegal because it was not acknowledged properly.....

SEPTEMBER 29, 1856 - DEED

On this date William Otis Andrews of San Francisco sold 3/10ths of his 1/12th claim in both ranches to Adolphe F. Branda for \$1,000 (\$14,000). With this purchase, Branda now owned 4/10ths of 1/12th in both ranches (remember he purchased 1/10th of 1/12th from Benjamin P. Green on May 5, 1856), which translates to 1/30th undivided parts.....remember these two transactions because the future of the Soquel/Capitola/Aptos areas along with a majority of the Soquel Augmentation depend on them.

The SANTA CRUZ GAP TURNPIKE
November 1, 1856

On the above date the Santa Cruz Gap Joint Stock Company was formed by shareholders from both Santa Cruz and Santa Clara counties. A total of \$20,000 (\$280,000) worth of stock was issued and purchased. The company stated that it intended to build and maintain a road over the mountains for which passage would cost a toll. Actually, when the stock was issued and purchased, the portion of the turnpike from San Jose to the top of the Summit near the point where today's Highway 17 crosses from one county to the other (at Patchen Pass) was complete and operating. The portion of the road from the top of the Summit to Soquel was still in the planning stage.

BACKGROUND

After California became a state, while the need for a stagecoach route between San Jose and Santa Cruz had been needed for years, it was not until the Santa Clara County Supervisors authorized a turnpike road to be built between the two afore mentioned locations that the dream of many began to become a reality. When the supervisors authorized the turnpike to be built on March 12, 1853, they failed to make provisions for the operation of a toll road in order to finance it. As the pressure to build such a route

INGOLDSBY versus RICARDO JUAN
The SUIT IS FILED

The SANTA CRUZ GAP TURNPIKE

November 1, 1856

(Continued)

BACKGROUND

increased, the supervisors changed the statute that allowed construction of a toll road that could be owned and operated by a private company.

NOTE: Both Santa Clara and Santa Cruz counties would adopt the same rules pertaining to toll roads. The builder could operate the road and collect tolls for the first 20 years of operation, then the road would revert to the county and become a "County Road."

As discussed in APPENDIX A- the FRANCISCAN TRAIL, the first route established between Santa Cruz (from the mission) to San Jose (to the Mission Santa Clara) was the famed Franciscan Trail, a rough and difficult route to follow until the Governor Diego de Borica in 1795 ordered it improved so that the Villa de Branciforte could more easily be supplied from Santa Clara Valley. After the trail was "improved", while both settlers and supplies were "more easily" transported over the route, it was still a difficult and dangerous trail to use.

When Charles McKiernan (Mountain Charley) reached the Summit and settled near the Laguna del Sarjento in mid 1851, he almost immediately took a dislike to the portion of the Franciscan Trail that followed for the most part today's Old Santa Cruz Highway and/or Highway 17 from the Summit down to the eastern end of Lexington Reservoir. Charley, from today's Highway 17 extended his bypass road west following the Summit Road until Redwood Estates in Moody Gulch was reached, then continued down the north side of the gulch until Los Gatos Creek was reached.

The route just discussed, from Los Gatos Creek up through Moody Gulch and Redwood Estates would be the route used by both the Schultheis' and Burrell families to reach the Summit before heading east to settle there (along today's Summit Road).

As previously discussed, the first portion of the Santa Cruz Gap Turnpike to open was the section from San Jose to the Summit. According to an article in the ALTA CALIFORNIAN dated December 22, 1860, this portion was first used May 5, 1856. The article described the road as having a moderate grade that allowed horses to trot the seven miles to the Summit. The road from Los Gatos Creek was cut into the side of steep hills and was so narrow and crooked that turnouts were provided to allow wagons to pass.....many accidents still occurred resulting in the loss of both horses and wagons.

INGOLDSBY versus RICARDO JUAN
The SUIT IS FILED

The SANTA CRUZ GAP TURNPIKE

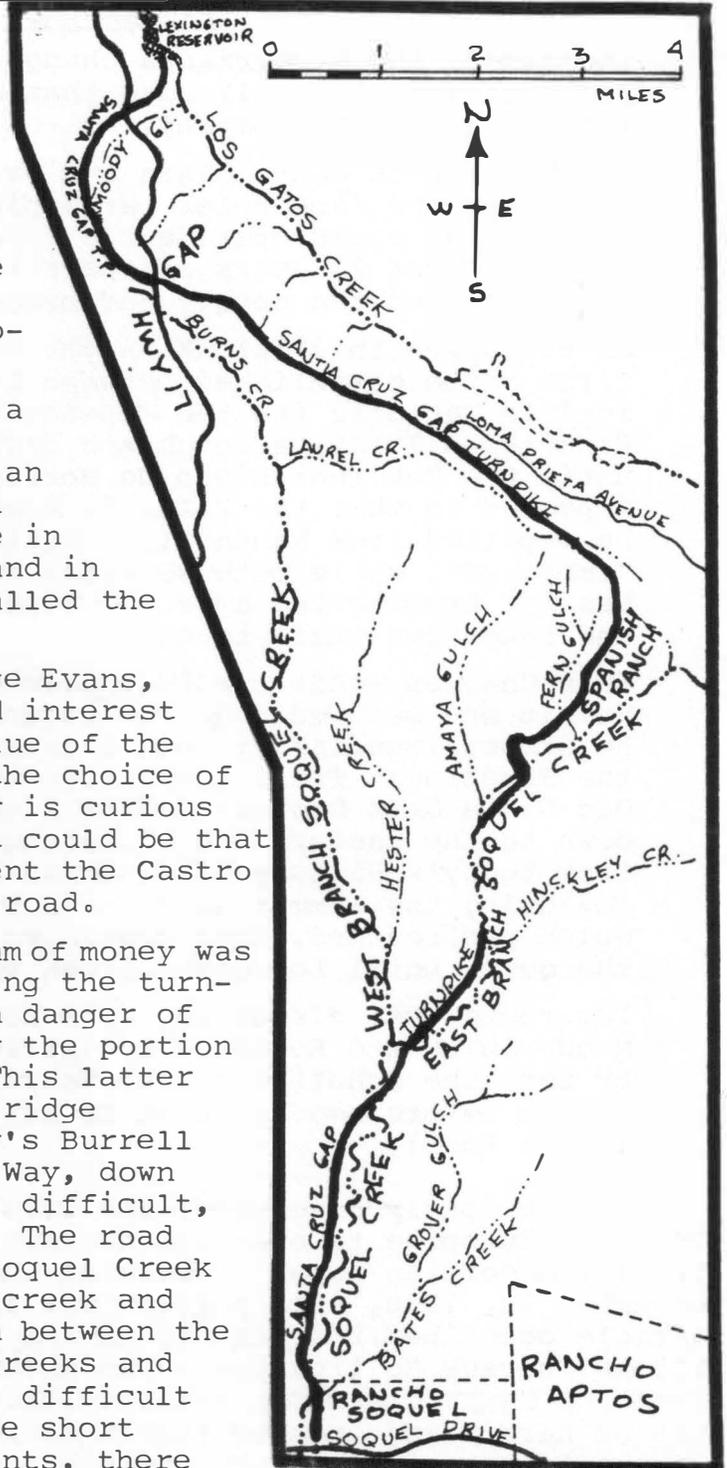
November 1, 1856
(Continued)

When it was decided to build the turnpike, surveyors were chosen from both counties to plan the road's route. From Santa Clara County Sheriff John M. Murphy; L.B. Healy; and W.M. Hoy were selected. The three selected from Santa Cruz County were: Henry Rice; George Evans; and Henry Peck.

Henry Rice was a judge, a North Carolinian who had crossed the plains with an ox team in 1852. He will "play" an important role in this turnpike planning and in the next one planned, called the Soquel Turnpike.

Little is known of George Evans, but his selection would interest him in the potential value of the Augmentation.....but the choice of Henry Peck as a surveyor is curious to say the least.....it could be that he was chosen to represent the Castro family interests in the road.

Although a tremendous sum of money was spent building and maintaining the turnpike, the road was always in danger of being washed out, especially the portion from the Summit to Soquel. This latter section, for the top of the ridge within the vicinity of today's Burrell Fire Station along Highland Way, down through Spanish Ranch, while difficult, it was not the problem area. The road reached the east branch of Soquel Creek within the vicinity of this creek and Amaya Gulch.....the section between the junction of the latter two creeks and Hinckley Creek, this was the difficult portion to travel. Within the short distance between the two points, there were at least 24 crossing of Soquel



ROUTE OF SANTA CRUZ
GAP TURNPIKE

INGOLDSBY versus RICARDO JUAN
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The SANTA CRUZ GAP TURNPIKE
November 1, 1856
(Continued)

Creek without the benefit of a single bridge. This section was extremely dangerous, especially for a wagon as later newspaper articles will attest. It is probably this latter section that "doomed" this turnpike from Soquel to the top of the Summit area. After the Soquel Turnpike was completed in 1858, this latter portion was mostly abandoned by the public, used only by the curious and adventurous and by those living along its route.

It is interesting to note here, that while the eastern half of this turnpike (the portion from the Summit down through Spanish Ranch and along the east branch of Soquel Creek until Hinckley Creek was reached) was abandoned early because of its difficulty, the first mail delivered by stagecoach over the mountains used this route.

MOTION FOR CHANGE OF VENUE
by ROBERT F. PECKHAM
November 1, 1856

While the Santa Cruz Gap Joint Stock Company was issuing its first stock, in San Francisco Robert F. Peckham, on behalf of his clients in the Ingoldsby versus Ricardo Juan suit was asking for a change of venue. He was requesting that the next session be held in the Seventh District Superior Court in Contra Costa County (in Martinez). He wanted the change because of his desire to enter into the case's testimony another version of what occurred in Martina Castro's home the night the infamous deed was signed August 29, 1850. The witness that was to testify was Peter Tracy, the County Recorder, and when he testified, Peckham wanted the original copy of the deed sitting there in front of Peter. The change of venue from the Third District Court to Contra Costa County was necessary because that was where the original deed was stored!

MARTINA CASTRO DEPEAUX IS RELEASED
FROM THE STOCKTON INSANE ASYLUM
November 8, 1856

According to official records, this was the official release of Martina Castro from the insane asylum in Stockton. The several available stories of how the event came about were discussed in CHAPTER 4 The END of an ERA, therefore not repeated here. Of course there is the question, how did the children down in Soquel find out she was in the facility. Through Thomas Fallon's story as told by Carrie Lodge? I doubt Fallon's story.....a more logical answer lies through

INGOLDSBY versus RICARDO JUAN
The SUIT IS FILED

Robert F. Peckham. From his letter written July 5, 1856 to John Wilson, Louis Depeaux knew that Martina was in the "Lunatic Asylum" at Stockton, a fact that surely was discussed when Louis made his deposition on the 14th of July in San Francisco.

CHAPTER 8

INGOLDSBY

VERSUS

RICARDO

JUAN

**DISASTER IN
CONTRA COSTA COUNTY**

Intentially left blank.

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

DEPOSITION by PETER TRACY **SEE APPENDIX F**
November 21 through 26, 1856

Before Peter Tracy's testimony began, Robert F. Peckham testified as follows:....."I know that the paper referred to (as being marked "AB") in this deposition of Peter Tracy, is the same deed dated August 29, 1850, herein in evidence, from Martina Castro to her children. At the time this deposition was taken, Peter Tracy had the deed before him, and it was marked "AB", and attached to his deposition in his presense, and filed therewith in Court."

"Since the commencement of this suit, I sent to an attorney in Contra Costa County, where it was filed, to get permission of the District court for the withdrawl of said deed from the files of the court, and in answer thereto he sent me the deed. The plaintiff and the same defendants then offered the deposition of Peter Tracy in the words and figures following".....

State of California, County of Contra Costa, Seventh District Court. Venue changed from Third District Court, Santa Cruz County. John Ingoldsby versus Ricardo Juan et al.

It is hereby stipulated that the annexed deposition of Juan Jose Castro et al, on the part of the plaintiff, and Peter Tracy et al, on the part of defendants, taken by us before J.C. Wilson, County Clerk of the County of Santa Cruz, on the 21st, 22nd, 24th, 25th, and 26th days of November, 1856, shall be read in evidence upon the trial of this cause, subject to the same exceptions as if taken upon affidavits, and noted and certified by the Clerk in due form of law.

signed by Robert F. Peckham and his associate
Coutl for the defendants

signed by John Wilson and James Scarborough for
the plaintiff

Question by Robert F. Peckham: How old are you? Where do you reside, and how long have you resided there?

Answer: I am in my fortieth year; reside in Santa Cruz; I have resided there since August, 1849.

Question by Robert F. Peckham: What public positions have you held in the County?

Answer: (I) have been County Clerk a fraction less than six years.

Question by Robert F. Peckham: Were you present during the taking of the deposition of Thomas W. Wright this morning?

Answer: Yes, during a portion of the time.

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

DEPOSITION by PETER TRACY
November 21 through 26, 1856
(Continued)

Question by Robert F. Peckham: Look at this document (the original of Martina's deed, dated August 29, 1850) and say whether your name as it appears there as a subscribing witness to the signature of Martina Castro, is your genuine signature?

Answer: That is my signature.

Question by Robert F. Peckham: Look upon the (d  ed) and say whether you recognize any signature upon that document as being your signature, and if so, where is it upon the document?

Answer: I find my signature twice on page four and three times on page five.

Question by Robert F. Peckham: What was the object of your first signature on page four?

Answer: As a witness to Martina's signature.

Question by Robert F. Peckham: Examine that document and state whether or not you recognize the handwriting in which the name Martina Castro appears upon the fourth page, accompanied by a cross, and if so, whose is it?

Answer: It is my handwriting and Martina Castro's cross.

Question by Robert F. Peckham: State when and where that instrument was executed, and all the circumstances attending its execution.

Answer: This document was executed in the old adobe house on the lower Soquel Ranch in Santa Cruz County, on the 29th day of August, 1850, Louis Depeaux and Judge Per Lee were present; and I think that Maria Guadalupe (Lodge) was present; Judge Per Lee and I went down at the request of Mr. Thomas Fallon, to get the signature and acknowledgment to this instrument of Martina Castro.

When we arrived at the house we found Martina Castro a little unwell; she was sitting on the sofa and Louis Depeaux at the side of her with his arm around her neck; I read this instrument (in my hands) to her in Spanish; she appeared to be aware of the meaning of the document before I translated it to her. In the course of the translation, when we came to the words heirs and assigns, she remarked, "I have got no heirs; I want my children just to take their share of the ranch and pay their share of the taxes and fight the squatters." She made an objection subsequently which is written on the bottom of the fourth page in my handwriting, and signed by me at her request and for her.

Question by Robert F. Peckham: State what means your seal and signature on the 5th page?

Answer: After Martina Castro had signed the deed, I wrote out the acknowledgment, and I then thought, though very little acquainted with law at that time, that the husband's signature should be on the deed, and I made a note under the acknowledgment, on the fifth page, and which Louis Depeaux signed, after he had read the deed himself; I then took his acknowledgment.

Question by Robert F. Peckham: When and where did that signing by Louis Depeaux, take place?

Answer: At the same place and at the same time that Martina Castro signed, to wit, the 29th of August, 1850.

Question by Robert F. Peckham: What means the two seals opposite your signatures on the fifth page?

Answer: I placed them there as seals, I had just come from Mexico, and it was the custom there.

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

DEPOSITION by PETER TRACY
November 21 through 26, 1856
(Continued)

Question by Robert F. Peckham: You state that the cross on the fourth page annexed to your signature of Martina Castro, was her cross; are you sure that it was not made by Louis Depeaux?

Answer: I am positive, because I made the cross myself, and she held the top of the pen.

Question by John Wilson for plaintiff: State whether you ever owned any interest in the Augmentation Ranch, and if so, from whom you obtained it, and when you obtained it, and the extent of that interest.

Answer: I had and have an interest in the Augmento; I acquired 1/2 of 1/9th from Thomas Fallon, and 1/3rd of 1/9th from Francisco Lajeunesse (Young) and his wife; he is sometimes called Francisco Young; he is best known as if his name was Elisha Moss; I have four School Land Warrants located between the two ranches, as I think.

Question by John Wilson for plaintiff: State the description of you School Land Warrants location, as it regards the lines of the two ranches, and state, if you know, the line which divides the two ranches.

Answer: I know the line which divides the two ranches; I know a tract of land which is between them.

Question by John Wilson for plaintiff: State the difference it well be to you if the plaintiff (Ingoldsby) recovers in this suit, or if the defendants recover.

Answer: I can't say exactly; I never saw the complaint, and do not know what they claim.

Question by John Wilson for plaintiff: If the plaintiff Ingoldsby should recover the Ranch of Soquel and the Augmentation as one tract of land, what would you lose?

Answer: I suppose I would lose my interest in the Augmentation, as before stated, and would have to "float" my land warrants.

Question by John Wilson for plaintiff: What are the lands considered worth, upon which you have located your land warrants?

Answer: They are valued by the assessor at two dollars (1991- \$28) per acre; if I had a patent for the land, and a complete title, I think it would be worth \$25 (1991- \$350) per acre.

Question by John Wilson for plaintiff: How many acres have you located there?

Answer: I have now 640 acres.

Question by John Wilson for plaintiff: If the defendants should recover in this action, would you not consider your title good?

Answer: I should not consider my title good under the Land Warrants, until I got a patent for them.

Question by John Wilson for plaintiff: Would you not consider it, that your interest would be advanced in the School Land property, and also in the other interest in the Augmentation, by the success of the defendants in this suit?

Answer: If they got the land as the plaintiff claims it, joined together, it would be to my advantage that they should win the suit; but, as I said before stated, I believe those warrants are located on public land lying between the two ranches.

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

DEPOSITION by PETER TRACY
November 21 through 26, 1856
(Continued)

Question by John Wilson for plaintiff: Have you any agreement or understanding with any of the defendants in this suit, whereby it is understood or agreed, between you and them, or any of them, that if they recover in this suit they are not to claim the land that you have located by school warrants?

Answer: I have not; none of them would dare make such a proposition to me to affect my testimony, even if they felt so inclined.

Question by Robert F. Peckham: Are you a party to this suit?

Answer: I don't know that I am; I never had any papers served on me.

Question by Robert F. Peckham: Suppose the plaintiff Ingoldsby succeeds in this action and gets a judgement against the defendants, would not he still be compelled to bring his action against you to determine your rights?

Answer: Certainly.

Question by Robert F. Peckham: Then the only interest you have in this controversy is in having the question of law decided favorably to your interest, with a view to any action which may hereafter be brought against you to determine your rights?

Answer: My interests are altogether included in the questions of law and in the boundries of the two ranches, excepting the interest in the Augmentation.

Question by Robert F. Peckham: Suppose the boundries should be established as they claim it in this action, would you not have a right to contest that those were the true boundries, in an action brought against you?

Answer: I should contest it.

Question by Robert F. Peckham: The you would not consider your rights bound by the judgment in this action, any further than the questions of law, which may arise on this trial, may be determined against in an action to be brought against you?

Answer: I would not.

Question by John Wilson for plaintiff: Have you possession of any part of the lands of the Augmentation, or on which you have located School Warrants?

Answer: I think I have possession of the land on which I have located School Warrants, by virtue of the location, and also by a portion of it being leased to Lewis Herrick and (Joel) Bates, and upon which they have erected a steam sawmill.

Question by John Wilson for plaintiff: What is Mr. Bates' name?

Answer: Joel Bates.

Question by John Wilson for plaintiff: Is not now Joel Bates a party to this suit?

Answer: I don't know.

Question by Robert F. Peckham: State whether you have or have not been indemnified against any liability that you might be made or become made to Joel Bates, Willson Herrick, and George K. Gluyas, or either of them, upon any covenants in your lease to them for quiet enjoyment and possession?

Answer: Yes, sir; I have an indemnification bond, of which the following is a copy.

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

DEPOSITION by PETER TRACY
November 21 through 26, 1856
(Continued)

NOTE: On June 16, 1853 an agreement was signed between Joel Bates, Peter Tracy and Thomas W. Wright, in which the latter two men gave Joel and his partners Wilson K. Herrick and George K. Gluyas a lease in which the three were given the privilege of lumbering, milling and grazing on School Land Warrants Nos. 353 and 354 for a term of two years, and thereafter from year to year for ten years, at the option of said Bates and his partners. The two affore mentioned School Warrants were first claimed by Thomas Fallon, then sold to Peter Tracy and Thomas W. Wright.

The following Indemnification Bond concerns the above agreement signed June 16, 1853.....

INDEMNIFICATION BOND
November 24, 1856

Whereas, Peter Tracy, of the County of Santa Cruz, together with Thomas W. Wright, signed, sealed and delivered to Joel Bates, Wilson K. Herrick and George K. Gluyas, on the 16th of June, 1853, a certain indenture of lease by which they leased to said Joel Bates etc. the privilege of lumbering, milling and grazing on the land on which state School Land Warrants Nos. 353 and 354 for a total of 320 acres, and No. 108 for 320 acres, for the term of two years, and therefore from year to year for ten years, at the option of said Joel Bates etc.

Now therefore, we the undersigned, undertake and promise to save harmless and indemnify the said Peter Tracy, (but not his assigns), against all manner of actions which may be brought against him in any manner whatever, upon covenant in said indenture, either expressed or implied, for the quiet enjoyment or possession of said Joel Bates etc., or either of them, or by any of their assigns, to the demised premises during the term or existence of said indentures or lease.

Given under our hands and seals at the County of Santa Cruz, on the 24th day of November, 1856.

Signed by Henry W. Peck and F.H. Wilson and
witnessed by Lambert B. Clements

NOTE: After the Indemnification Bond was signed by Henry Peck and F.H. Wilson, Peter Tracy was asked by J.C. Willson, the Clerk of the Court if it was sufficient to protect him

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

INDEMNIFICATION BOND
November 24, 1856
(Continued)

against any liability that he may incur upon said lease?
Peter Tracy answered....."I look upon it as sufficient."

DECISION for RANCHO SOQUEL
by U.S. DISTRICT ATTORNEY
November 22, 1856

On the above date William Blanding, the United States District Attorney for Northern California wrote to the Attorney General's Office handling California Land Claims and stated that he will not appeal or prosecute the confirmation of the grant to Martina Castro for the land called Soquel.

STIPULATION for RANCHO SOQUEL
by U.S. DISTRICT ATTORNEY
January 22, 1857

On the above date the United States District Attorney agreed that the appeal taken from the decision of the Land Commission to accept Martina Castro's request for a grant for Soquel by the U.S. District Attorney will not be contested and is withdrawn.

ORDER for RANCHO SOQUEL
by U.S. DISTRICT JUDGE
January 22, 1857

On the above date the United States District Judge Hoffman stated.....that because the Attorney General has given notice that no appeal will be further prosecuted, it is ordered, adjudged and decreed that the appeal pending in the court be dismissed and that the claimant have leave to proceed under the decree of the Land Commission heretofore rendered in her favor, as under final decree.

STATEMENT for AUGMENTATION
by U.S. DISTRICT ATTORNEY
February 2, 1857

On the above date the United States District Attorney stated that the claim of Martina Castro, confirmed by the Land Commission will not be prosecuted. The statement is made to the United States Attorney General's office.

FEBRUARY 10, 1857- LETTER

In this letter to John Wilson, Augustas Noble comments that the heirs "are pretty quiet," and that he has not been able

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

FEBRUARY 10, 1857 (Continued)

to communicate with "young" Miguel Lodge (Mike is 19) because he now lives with the Pecks who keep a sharp eye on him..... Augustas continues.....in regard to (the) Depeaux character, the Padre showed me a long list of names who I understand would believe him under oath. If his evidence is sustained I don't see but that we are all right.

NOTE: The padre had to have been Father Llebaria, because the Reverend John Ingoldsby was working up in the Sierra Nevada foothills.....

Augustas ends his letter stating.....should anything occur which would help our case I will communicate. Remember me to the Padre.

I remain yours truly
Augustas Noble

FEBRUARY 12, 1857- LETTER

In this letter from Robert F. Peckham, the attorney for the defendants in the INGOLDSBY versus RICARDO JUAN suit to John Wilson, attorney for the plaintiff, Peckham's penmanship leaves much to be desired.....but in spite of his poor handwriting, much of the intent of the letter is not lost.....

Peckham writes.....Your note of the 6th has been received and I am not aware that the Depeaux deposition has never been received by the clerk in this case of Ingoldsby.

And I think the record has not yet been trans switched to the clerk at Contra Costa.

Our Peter Tracy deposition has not yet arrived and cannot possibly do so by our course of time before the steamer (the Decatur with Louis Depeaux on board) sails before the 15th of March (1857).....of course neither of us can know whether it has arrived before the time of the meeting of the court.

NOTE: Peter Tracy will die August 7, 1857

The next paragraph is difficult to read word for word, but Peckham appears to say....."I will allow your Depeaux deposition if you allow my Peter Tracy deposition, which you object to.....it seems that we both have incompetent witnesses.....but my incompetent witness's testimony seems to contradict your (incompetent) witness (Louis Depeaux).

The next paragraph is also difficult to read word for word, but Peckham appears to say.....that the long trip to Contra Costa, at that time of the year "imprudent" because of the "character" of Peter Tracy, but the personal trust put in me by my clients come first.

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

FEBRUARY 12, 1857 (Continued)

Peckham ends the letter with the words....that he feels that neither of them have a case of merit, but "we can doubtless be able to make a trial of this case." And finally Peckham asks Wilson if he is willing to accept the suggestions he made in the letter, and if so, drop him a line.....

Yours with respect
Robert F. Peckham

NOTE: It would appear from the above letter that neither attorney thought much of their two main witnesses, or that there was much of a case.....yet.

MARCH 17, 1857

According to Robert F. Peckham, this is the date that the United States warship Decatur was scheduled to sail out of San Francisco Bay with Louis Depeaux on board. This is not the last that will be heard from Louis, he will reappear for his final known appearance shortly.....

STIPULATION for AUGMENTATION
by U.S. DISTRICT ATTORNEY
March 20, 1857

On the above date, the United States District Attorney, in a stipulation to the U.S. Attorney General's office, agreed that the appeal taken from the decision of the Land Commission to accept Martina Castro's request for a grant for the land known as "Shoquel" will not be contested further and is withdrawn.

ORDER for AUGMENTATION
by U.S. DISTRICT JUDGE
March 20, 1857

In this final order, the United States District Judge Hoffman states, that because the Attorney General has given notice that no appeal will be further prosecuted, it is ordered, adjudged and decreed that the appeal pending in the Court be dismissed and that the claimant have leave to proceed under the decree of the Land Commission hereto afore rendered in her favor, as under final decree.

APRIL 4, 1857- LETTER

In this letter, from John Ingoldsby to John Wilson.....Ingoldsby was working out of Weaverville in Trinity County.....the first subject that is discussed concerns the necessary survey of "their" lands by, and for the Land Claims Commission,

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

APRIL 4, 1857 (Continued)

which, as Ingoldsby states, will result in a patent when completed.

The second subject concerns his not being able to leave the Sierra before the 15th of May because he cannot leave without the permission of Archbishop Alemany, but if "you" have any question concerning your responsibilities, see Father Llebaria, who in turn can take the problem to the Archbishop.

And finally, Ingoldsby returns to the subject of the survey, by stating that there should be no problem with the line from the Laguna del Sarjento to Loma Prieta (today Mount Thayer) and thence to the Chuchita (today Loma Prieta). Ingoldsby states that he has written to his cousin Charley (Charles McKiernan better known as Mountain Charley) asking him to assist in any way he can with the surveyors. He states that.....there should be no obstruction to running the lines in his (cousin's) neighborhood.

My respects to your family, and to Judge
Scarborough.....respectively
John Ingoldsby

APRIL 16, 1857- LETTER

Ingoldsby, again writing John Wilson from Weaverville, states that his (Wilson's) letter of the 9th was received, but his arrival in San Francisco depends entirely on the actions of Father Llebaria and his Grace the most Reverence Archbishop Alemany. If they take no action he cannot make it down until early next month.....please remember me to the Judge Scarborough and to your son

I remain yours respectively, John
Ingoldsby

ARGUMENTS OVER AUTHENTICITY OF
MARTINA'S DEED BEGINS IN CONTRA COSTA CO.
May, 1857

After Peter Tracy's deposition was completed and Louis Dep-eaux's received by the 7th District Court in Contra Costa County, the trial over the validity of Martina Castro's deed dated August 29, 1850 began. Along with the two depositions, witnesses were called to testify. John Wilson, on behalf of the plaintiff in the INGOLDSBY versus RICARDO JUAN suit, John Ingoldsby, besides arguing whether or not the deed was acquired under false pretenses and represented Martina's wishes and wants, he also argued that the deed was invalid for a number of additional reasons, as follows.....

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

ARGUMENTS BY JOHN WILSON
AGAINST VALIDITY OF MARTINA'S DEED

- Because the same is not the joint deed of conveyance of Martina Castro and Louis Depeaux as husband and wife, so as to transfer the right of Martina in the property named in the same.
- That Martina Castro and Louis Depeaux were at the pretended date and execution of the signing of the deed husband and wife and did not join in the execution.
- That the deed on its face only purports to be the deed of Martina Castro the wife of Louis Depeaux, and not the joint deed of her and her husband Louis Depeaux.
- That the pretended consent endorsed on the back of the same by Louis Depeaux the husband of the said Martina is not under seal, has no date to it, contained no words of conveyance, and is without consideration and is utterly void.
- That the pretended signatures of Martina Castro is not proved; and that for this it cannot be given in evidence unless her signature is proved.
- That Martina Castro whose signature (it is pretended) is signed to the deed being a married woman when the same was executed and delivered, therefore her execution thereof cannot be proved in any other manner than that pointed out by the statutes of conveyances and those defining the rights of husband and wife.
- That it appears upon the face of the paper now offered in evidence that the same is not the deed of Martina Castro because there is evidence on the paper itself that she did not assent to all the provisions therein set forth.
- That there is no acknowledgment of the paper offered before any proper officer authorized to take acknowledgments of married woman.
- That the pretended acknowledgment endorsed on the paper offered are not in due form.
- That the pretended acknowledgment before Peter Tracy is not endorsed or annexed to the pretended deed and it is not shown he used the seal of the court.
- Because the said pretended deed was obtained from Martina Castro by fraud and fraudulent misrepresentations of facts.

NOTE: It is this last point that is of most importance and will be the main subject of contention between John Wilson and Robert F. Peckham.

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

JULY 24, 1857- LETTER

Mountain Charley writes John Wilson that he had served the summons on Guadalupe Castro (Martina's brother).....the summons was for the trial now in progress in Contra Costa County.

AUGUST 7, 1857

County Recorder Peter Tracy died in Santa Cruz on this date.

AGREEMENT between JOHN INGOLDSBY **SEE APPENDIX B**
and ARCHBISHOP ALEMANY
September 2, 1857

This agreement between John Ingoldsby and Archbishop Alemany is identical with the agreement entered into on September 11, 1855 between the two and including Father Llebaria. The only difference between the two agreements is the elimination of the name of Father Llebaria.....the terms of the agreement between Ingoldsby and Llebaria are identical, leaving Llebaria with his identical share after the terms of the first agreement have been satisfied.

Because John Ingoldsby is still working up in the Sierra Nevada, Charles McKiernan (Mountain Charley his cousin) signs for him acting as his attorney.

NOTE: It is interesting to note that the first agreement between the three priests signed September 11, 1855 is still not recorded, but this latest endeavor is recorded immediately after it is signed. Therefore the first agreement is not a legal paper between the three priests and their two attorneys, while this latest one between the two participants is.

OCTOBER 20, 1857- SCHOOL LAND WARRANT

School Land Warrants No. 37 for 320 acres purchased by Craven P.Hester April 28, 1853 are floated to another location in the county because they are found to be located within the Soquel Augmentation, now a legitimate Mexican Land Grant.

NOVEMBER 1, 1857- LETTER

In his letter to John Wilson, Charles McKiernan states that he is assisting the surveyors in establishing the boundries of the Augmentation while collecting the rent money from the defendants in the INGOLDSBY versus RICARDO JUAN suit, all now considered squattors or trespassers.

Charley states that he was trying to get them to pay the rent before the next planting, stating that there was a lot of money involved. Charley closed his letter by asking Wilson for his help when he comes down to Santa Cruz during one of his visits.....he needs help in collecting the rents because not all of the tenants are cooperating.

INGOLDSBY versus RICARDO JUAN
DISASTER IN CONTRA COSTA COUNTY

INGOLDSBY vs. RICARDO JUAN DECISION
7th DISTRICT COURT CONTRA COSTA CO.
November/December 1857

During the November December period the 7th District Court rendered their decision concerning the validity of Martina Castro's deed dated August 29, 1850. The court declared it to be a fraudulent paper, a paper that did not reflect Martina's true wishes or desires. It was also decreed that it was acquired by false pretenses. With this decision, when Martina and her husband Louis Depeaux signed the two deeds with the three priests on January 22, 1855 they passed title to the entire acreage of both ranches, Rancho Soquel and the Soquel Augmentation.

This decision by the court also meant that Martina's heirs were now trespassers on their mother's lands along with those that they had entered into deeds with selling all, or a portion of their 1/9th claim to land. Now the Reverend John Ingoldsby was the legitimate owner of both ranches and free to evict everyone that refused to agree to his terms if they wanted to remain on his land.

After the court made their decision, Robert F. Peckham approached his clients and asked whether or not they wanted him to carry the suit to the State Supreme Court. After discussing the alternatives, it was agreed that he should continue the suit and they agreed to pay him his initial fee of \$1,000 (\$14,000).

CHAPTER 9

1858 BOUNDARY DISPUTES

Intentially left blank.

1858-BOUNDRY DISPUTES

ROBERT F. PECKHAM PREPARES HIS APPEAL

The following assumption is based on several letters written to John Wilson: Because of the overwhelming judgement by the Seventh District Court in the INGOLDSBY versus RICARDO JUAN suit that Martina Castro's deed dated August 29, 1850 was fraudulent, Robert F. Peckham approached the State's Supreme Court justices. He solicited their unofficial opinion of his planned appeal approach.

His concern for later success was based on the earlier presented damning "proof" that the deed was indeed fraudulent and the obvious "lack of character" of his main witness Peter Tracy. With a favorable opinion by the high court justices, Robert F. Peckham continued planning his appeal. With this activity by Peckham now underway, we continue.....

JANUARY 1, 1858- DEED of SALE

During the 1853/1854 period, one of the Ricardo Juans, supposedly the husband of Maria Luisa Cota built a small tannery next to the creek that today is called Porter Gulch, then called Tannery Gulch after Juan's facility. The tannery was located just to the north of today's Soquel Drive within the confines of Cabrillo College.

On the above date Ricardo and Luisa Juan sold the tannery and the five acres it occupied to Benjamin F. Porter for \$600 (\$8,400). The facility was sold which included the main buildings, their supporting facilities such as the smaller buildings, vats, flumes, aqueducts, three dwelling houses, out-houses, a barn, hen houses, machinery and some fruit trees. The entire facility was enclosed with a fence.

JANUARY 2, 1858- LETTER

In his letter to John Wilson, Charles "Mountain Charley" McKiernan wrote that the surveyors were on the job with instructions to run the Augmentation's southwest boundry from the northwest corner of Rancho Soquel (where Bates Creek joins Soquel Creek).....actually Charley stated the point was at the southwest corner.....to the Laguna del Sarjento. Charley continues that he will assist them in their job. He also states that a judge wants to sell his interest in the two ranches, but he has been instructed by Father John (Llebaria) that under no conditions is he to sign a deed until the lawsuit "is finally settled."

He ends his letter with "I have nothing more worth speaking about. I hope to hear from you soon as I want to write to Father John (Ingoldsby).

signed by Charles McKiernan

1858-BOUNDRY DISPUTES

JANUARY 8, 1858- DEED

In this deed Frederick A. Hihn agrees to pay Helena and Joseph Littlejohn \$2,000 (\$28,000) for 1/3rd of Helena's 1/9th claim to land in both ranches (the amount of land is for 1/27th undivided parts)

Frederick A. Hihn also agrees to pay the court expenses for the Littlejohns in the upcoming court suits, whether they win or loose their claim. Hihn will claim his 1/27th undivided parts only if they win and retain their claim to land in both ranches.

This deed is interesting from another standpoint, because it is the first deed written to date that describes the Augmentations west side boundry extending from the northwest corner of Rancho Soquel along a straight line until it joins Rancho San Augustine in Scotts Valley. From the latter rancho the boundry continues on northwest until Laguna del Sarjento is reached. In the deed the size of the Augmentation is set at 70,000 acres, far more than the 32,702 acres that the area will end up at.

JANUARY 17, 1858- LETTER

In this letter to John Wilson, Charles "Mountain Charley" McKiernan asks whether or not "she" (Martina) is making an appeal in Father John's (Ingoldsby) case, and when will the trial come on.....he wants to know because.....I want to write to Father John (still working in the Sierra Nevada) and let him know all I can about it.

Charley continues; concerning those that have entered into deeds, that only Frederick A. Hihn and Dr. John P.P. Vandenberg have cooperated. He next talks about the new Soquel Turnpike.....the "road across the mountains,".....they have let the contracts to build it to the county line and it will be finished by the first of April. Actually, Charley is discussing the portion of the turnpike in Santa Clara County, not the portion in Santa Cruz County.....that portion of the route is being planned and a company will be formed soon.

FEBRUARY 5, 1858- LETTER

In this letter Augustas Noble writes John Wilson that the survey of Rancho Soquel is complete and the surveyors included all the land the grant called for.....the east side boundry is Rafael Castro's Rancho Aptos along Borregas Gulch which "gives us a fine stick of land there which has been in possession of squatters for six years who have been calling the land "government land."

Augustas continues "I am glad to report that we are to have a new road to Santa Clara up the Soquel River and I expect to start tomorrow with a party to lay it out. It is to run from

1858-BOUNDRY DISPUTES

just north of Holcombs and include Hester's Ranch. When complete the road will add to the value of OUR property as well as be a great advantage to the traveling public.

Augustas continues that attorney Robert F. Peckham has just returned from the State's Supreme Court and that the court assured him that the heirs "deed" would be pronounced good. He ends the letter by stating that Mountain Charley was here yesterday and went to see the surveyors and they should have the job on the Augmento, but I hope they will not fail in the matter.

Give my best wishes to Mr. Courtes and Irene,
Yours truly, Augustas Noble

FEBRUARY 5, 1858 - DEED

On this date sitting before a Notary Public in San Francisco is Louis Depeaux. Being notarized is the deed entered into March 7, 1854 between Martina Castro and Louis as grantors and Enrique (Henry) Cambustan, the grantee. It will be remembered that Martina and Louis gave to Henry for services rendered 1/4 of all the land that Martina retained ownership of in both of her ranches. For the land Henry paid one peso.

When Martina signed the deed she signed with an "X", while Louis signed with his signature. On the above date Louis was having his signature notarized. Because Martina's "X" was not properly notarized when she signed, this deed will be declared void later during the Frederick A. Hihn partitioning suits.

NOTE: If Louis Depeaux did indeed sail out of San Francisco Bay as a prisoner on board the warship Decatur March 17, 1857, then it is obvious that John Wilson was successful in helping Louis receive his discharge rather than serve additional time in prison.

The SANTA CLARA TURNPIKE COMPANY (The SOQUEL TURNPIKE)

March 4, 1858

BACKGROUND

After the Santa Cruz Joint Stock Company's Santa Cruz Gap Turnpike was complete there was a strong desire to establish a more useable route between San Jose and Monterey Bay. Actually the turnpike was only half completed, the portion in Santa Clara County up along Los Gatos Creek to Moody Gulch where it left the creek and headed up through the gulch to reach the top of the ridge. Once the top was reached, it continued east until Mountain Charley's homesite was reached along the west side of the Laguna del Sarjento. The continuation of the route

1858-BOUNDRY DISPUTES

The SANTA CLARA TURNPIKE COMPANY (The SOQUEL TURNPIKE)

March 4, 1858

(Continued)

BACKGROUND

after it crossed the Gap (today called Patchen Pass), it continued along the top of the ridge until the area within the vicinity of today's Burrell Fire Station is reached on Highland Way. From here the route headed down through Spanish Ranch until Soquel Creek was reached within the vicinity of Amaya Gulch, then on down the former creek until Soquel was reached. Actually the portion of the turnpike from the vicinity of today's Burrell Fire Station was more of a narrow trail, useable by stagecoach but with great trouble and danger until the vicinity of Hinckley Creek was reached.

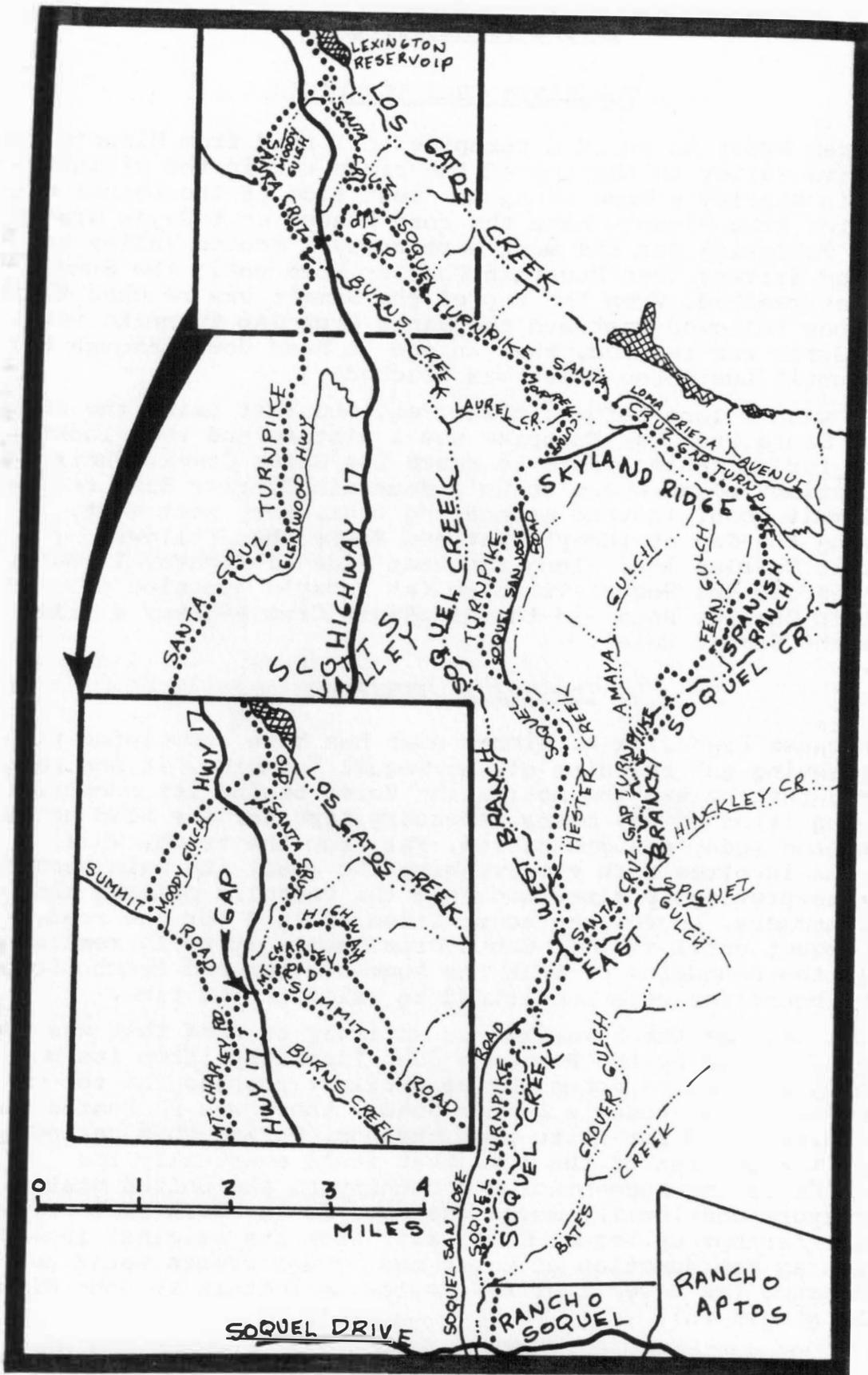
In late 1857, influenced by the forces that were backing the Catholic priests, headed by their attorneys and in Santa Cruz County Augustas Noble and Mountain Charley and Elihu Anthony a merchant and postmaster that was soon to enter into partnership with Frederick A. Hihn, who on behalf of the county moved that a committee of five be assigned to investigate a new route across the montains.

Superior Judge Henry Rice, to represent the county, named Elihu Anthony; Samuel A. Bartlett (a resident of Soquel but later to be a furniture dealer and banker in Santa Cruz); Nathaniel Holcomb (a farmer and lumberman in the Soquel area since 1850); and John Hames (lumberman and land owner throughout the county). The fifth man was Frederick A. Hihn who had yet to achieve the power that he would command until his death in 1913. In spite of his having just arrived in the county, his business knowledge, which had allowed him to survive the hard times of the early 1850s, was becoming obvious to all concerned.

After the committee had settled on the route that the new turnpike would follow, on March 4, 1858 the "Santa Clara Turnpike Company" was formed and announced in a published notice of intention to form a joint stock company. The new company added five new members to the committee, namely: J.F.J. Bennett; John Daubenbiss; George Parsons; A.W. Rawson; and F. Kitteridge.

The SANTA CRUZ TURNPIKE

When the city of Santa Cruz learned of Soquel's plan to build a road from their town up to the top of the summit and then on down into Santa Clara County, they decided not to be outdone. They quickly planned a route of their own, entering into a contract for \$6,000 (\$84,000) with Charles McKiernan



The SOQUEL & SANTA CRUZ TURNPIKES

1858-BOUNDARY DISPUTES

The SANTA CRUZ TURNPIKE

And Hiram Scott to build a turnpike toll road from Hiram's home in Scotts Valley to the top of the ridge within the vicinity of Mountain Charley's home along the west side of the Laguna del Sarjento. From Hiram's home the road headed up today's Graham Grade, following for the most part today's Scotts Valley and Glenwood drives, then Mountain Charley Road until the Summit Road was reached. When the top of the Summit was reached their route now followed westward the Santa Cruz Gap Turnpike until Moody Gulch was reached, then turned to head down through the gulch until Los Gatos Creek was reached.

It wasn't long before it was realized that using the route of the Santa Cruz Gap Turnpike was a mistake and they looked around for an easier route to reach Los Gatos Creek. Their "correction" began where today's Mountain Charley Road reaches the Summit Road. Instead of heading west, they went east, crossing the Gap at today's Patchen Pass, then followed Mountain Charley Road along the east side of Highway 17 until they reached the Soquel Turnpike (at today's junction of Mountain Charley Road and the Old Santa Cruz Highway a mile below the Summit Road).

The SOQUEL TURNPIKE

Because Frederick A. Hihn's name has been associated with the planning and building of the Soquel Turnpike, it has been assumed that he was the motivating force behind its construction, acquiring by any means necessary land for the road until it entered today's Augmentation. Far from the truth, while Hihn was involved with establishing the road, its main backing came, as previously discussed from the Catholic priests and their backers. As for the acquisition of land for the road, from Soquel until it left Santa Cruz County it would remain within the boundaries of both the Augmentation and Rancho Soquel as the boundaries were understood to exist at the time.

NOTE: Because the turnpike was entirely on land that was now legally owned by the Reverend John Ingoldsby, from its beginning on today's Soquel Drive until it reached the top of the Summit (at today's Summit Road), there was no reason to "acquire" land for it to pass through. During this period, only the portion of the road that would eventually lie outside of the Augmentation's boundary as the United States Surveyors continually moved the PALO de la YESCA farther, yet still farther up Soquel Creek away from its original location at the junction of Bates and Soquel creeks would be contested (as several of the following letters to John Wilson will attest to).

1858-BOUNDRY DISPUTES

The SOQUEL TURNPIKE (Continued)

To keep the turnpike completely within the boundries of the two ranches, they began on the County Road to Watsonville (today Soquel Drive), headed north along Main Street followed by Cherryvale Avenue, crossed Soquel Creek to its west side staying along this side until Hinckley Creek was approached. Just to the north of Hinckley the road continued up the narrow ridge between Hester Creek (to the east) and the West Branch of Soquel Creek.....today's Soquel San Jose Road for the most part is to the turnpike's east down closer to Hester Creek.

Within the vicinity of today's Stetson and Soquel San Jose roads the turnpike is identical with the latter road until Morrell Cutoff is reached. In order to keep the turnpike within the Augmentation and Santa Cruz County, the latter road was followed until the top of the ridge at Taylor Gulch had to be reached. Now that the top of the ridge was reached, today's Summit Road route was followed west for a mile and a half, then a turn north again and today's Old Santa Cruz Highway carried the turnpike down towards Los Gatos Creek.

What the roads were called depended upon which county's map you used. Santa Clara County called the toll road to the junction of the two turnpikes (where the Old Santa Cruz Highway and Mountain Charley Road meet) the SANTA CRUZ TURNPIKE, and the road that headed off to Santa Cruz, the SANTA CRUZ ROAD, and the road to Soquel, the SOQUEL ROAD.

Santa Cruz County called the two routes simply the SANTA CRUZ TURNPIKE and the SOQUEL TURNPIKE. After twenty years of collecting the tolls, the Santa Cruz Turnpike reverted to County control and became known as the MCKIERNAN TOLL ROAD, today the MOUNTAIN CHARLEY ROAD.

Because the Soquel Turnpike was not maintained until 1869 the Santa Cruz Turnpike, while not the preferred route, was the main route used with Mountain Charley collecting the tolls. As the Soquel Turnpike was maintained and improved, it eventually became the route preferred, mainly because of its easier grades and because of the many resorts and recreation areas along its route.

NOTE: While construction of the two roads were begun within two weeks of each other (work on the Soquel Turnpike began first), they were completed almost simultaneously. The Soquel Turnpike because of its longer distance cost twice what the Santa Cruz Turnpike cost.....the county paid Mountain Charley and Hiram Scott \$6,000 (\$84,000), while the other road cost \$12,000 (\$168,000).

1858-BOUNDARY DISPUTES

MARCH 20, 1858- LETTER

In his letter to John Wilson, Augustas Noble states that (we) agreed not to get an injunction against the squatters on the Soquel Augmentation while the survey is in progress.

NOTE: The persons that they considered squatters were probably George W. Kirby; Francis R. Brady and Benjamin C. Nichols; Joel Bates; Lyman Burrell; James Taylor; Peter Tracy's estate; and Henry F. Parsons.

Augustas continues.....I think we can make an argument with the squatters on the Soquel Rancho to leave in the fall and (we can) also prevent them from cutting timber and wood providing you can get the survey of the ranch affirmed by the Surveyor General.

After the survey is official you can then direct Mountain Charley to meet with myself and the heirs, so that we may give authority to someone of the party to make arguments, collect rents.....at present outside parties take advantage of the matter and the lawsuit between us to stick on the ranch.....it is better for us to join together and save what we can.

NOTE: It is obvious from the "tone" of the letter that they were wanting a leader, someone of authority in Soquel to evict the squatters and trespassers and collect rents. And who did they select? That question is answered in the next letter.....

APRIL 25, 1858- LETTER

In this letter written by Frederick A. Hihn and cosigned by Charles McKiernan, Hihn states.....all parties interested in the Soquel Ranch have agreed to join to eject the squatters if necessary and Augustas Noble and Joshua Parrish are going to try to make arrangements with the squatters by which they either pay rents or agree to leave the land the present year.

Let us know if that will suit you and if you will sign a lease to them (or advise to sign).

Enclosed we send you a petition to the Surveyor General to have the Aptos Rancho surveyed. Rafael Castro is willing at present to call the Borregas Gulch his western boundry and we think it best to have this matter settled now before he changes his mind again.....more on this subject will be forth coming.

We are all very anxious to have the survey of the Soquel Rancho and the Augmento completed, which will enable us to better sustain injunction or ejection suits if they are needed.

NOTE: From his letter, and being elected to lead the persons down in Santa Cruz County concerned with ownership

1858-BOUNDRY DISPUTES

APRIL 25, 1858 (Continued)

in both ranches, Frederick A. Hihn's siding with the Reverend John Ingoldsby and his attorney John Wilson is interesting to say the least, because to this point he is claiming ownership to 9/54ths undivided parts in Rancho Soquel and 3/54ths of the Augmentation (of which only portions of his claimed ownership are legal unbeknownst to him at the time). It would seem that Hihn was playing both ends of the "game" that was presently in process, of which who would win and who would loose was dependent on the appeal that Robert F. Peckham was preparing for the State's Supreme Court.

MAY 1858 (EARLY)

Sometime in the month of May the Soquel Turnpike was completed and ready for travelers. Even though opened to traffic, it still would require a great amount of work before it would compete successfully with the Santa Cruz Turnpike.

MAY 13, 1858- LETTER

In his letter to John Wilson, Augustas Noble states that the surveyors have finished the survey of the Augmento Ranch. We tried to get them to adjust the first or lower line of the northwest boundry.....viz.....beginning at the northwest corner of the Soquel Ranch as you well see in the plot (map) that I have enclosed.....but they say that the case must be argued before the Surveyor General who will decided which is proper.

In the plot you will see the two lines they have run, we want the lower line adapted taking in Holcombs.

The tract of land around Holcomb's was known as the PALO de la YESKA RANCH just as the tract between the Soquel River and Borregas Gulch was known as the Soquel Ranch "or tract" and it was the PALO YESKA RANCH or tract of land that the old woman asked for in her (request).

Near Holcomb's house a field stood with a PALO YESKA or PUNK TREE, and near it were several trees and away was the river where they have formed the upper line in the plot stood another and perhaps forty more between them, but the old woman asked for the PALO YESKA RANCHO tract, because it was the only vacant pasture land adjoining her ranch.

Now Rafael Castro is in the city, (if) I could find him here I would try to get his affidavit.....I understand he will sign what I have stated, and if he comes back in (reasonable time) I will get his affidavit and send it to you.

Rafael is in the city most of the time lately, attending to his lawsuit and I understand he is dissatisfied with the survey of his ranch. Bolcoff will say the same, if I can find

1858-BOUNDRY DISPUTES

MAY 13, 1858 (Continued)

any others I will try and get their affidavates and send them to you next week. Should they adopt the other line we shall lose one third the value of the Augmento Ranch.

We now have a road over the mountains, and another from Santa Cruz. Give my regards to Mr. Courtes and I am yours truly.....

signed by Augustas Noble

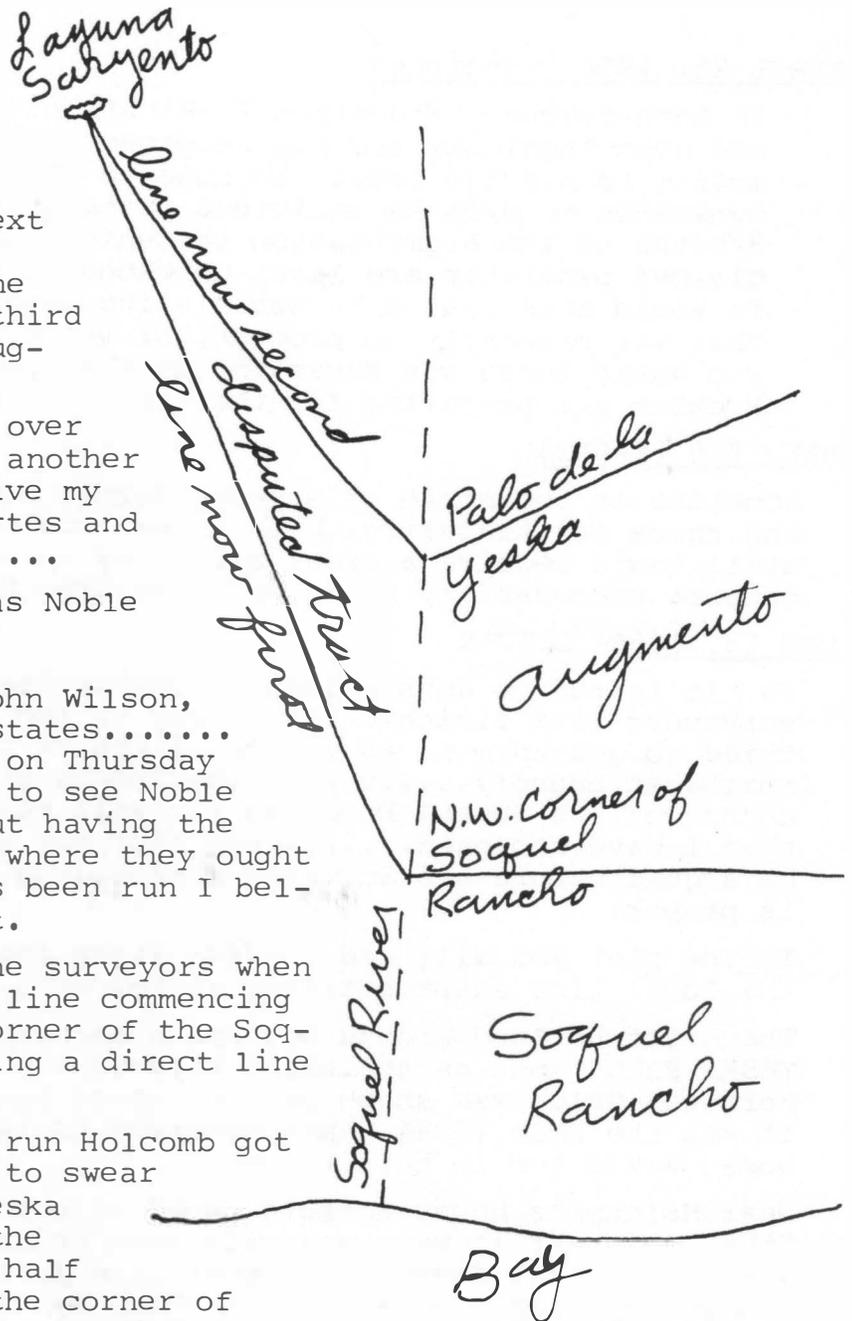
MAY 23, 1858- LETTER

In his letter to John Wilson, Charles McKiernan states..... received your note on Thursday last requesting me to see Noble and Henry Peck about having the lines of the ranch where they ought to be. The line has been run I believe right at first.

I have been with the surveyors when they ran the first line commencing at the northwest corner of the Soquel Ranch and running a direct line to the lagoon.

After the line was run Holcomb got a drunkin Spaniard to swear that the Palo de Yeska was the corner of the ranch a mile and a half up the river from the corner of the Soquel Ranch. He got them to run a line from there to the lagoon.

I had a talk with Augustas Noble and Henry Peck and Frederick A. Hihn. Peck said the surveyors told him that both lines run would be sent to the Surveyor General and it would be for him to say which was the right one. Like ways they said whatever proof we might offer would have to be before the Surveyor General. Also Peck has told me that Rafael Castro has run his line (his west boundry) and



SKETCH ACCOMPANYING
AUGUSTAS NOBLE'S
LETTER dated 5/13/1858

1858-BOUNDRY DISPUTES

MAY 23, 1858 (Continued)

taking a third of the Soquel Ranch.

NOTE: What Charley was attempting to say in his letter was that Rafael Castro was claiming that his west boundry began at the mouth of Borregas Gulch (which it did), but from there it did not follow the route of the gulch north, but instead headed directly north, following along a straight line.

If this disputed line was accepted, then the Porters' tannery (along Tannery Creek- today Porter Gulch) would be within Rafael's Rancho Aptos land.

Charley continues in his letter.....I expect we will have to prove our boundries. I expect you will have to get Jose Bolcoff. He may know of some others which will prove to them (the proper east boundry of Rancho Soquel). If you think that he had better comedown I will send you an order for this.....
.....the rest of Charley's letter is unreadable, making little or no sense.....

MAY 24, 1858- DEED

In this deed attorney (or Judge?) James Scarborough sells to Cyrus Coe of San Francisco for \$3,000 (\$42,000) his remaining 1/8th claim to land in both ranches. With this sale, James Scarborough releases himself of any claim to land in both ranches. John Wilson still has his 1/8th undivided part claim to land in both ranches under his ownership

MAY 25, 1858- LETTER

In this letter to John Wilson, Augustas Noble begins.....in answer to your earlier question.....Jose Bolcoff, who put Martina in possession of the Augmento, he has given the information to the heirs and they had it surveyed by Thomas W. Wright whose deposition we can have if necessary.

To answer your second question.....the old lady is living with Ricardo Juan and is said to be as "sound" in mind as she has been for several years according to a friend that has known her for some three years.

As for your third question.....I met with Charley in Santa Cruz with Frederick A. Hihn and we discussed the lower Augmento boundry line, and when Bolcoff arrives, with his assistance we may be able to work out the problem with Rafael Castro in establishing it. There is no doubt that the lower line is correct.

MAY 26, 1858- DEED

In this deed, Cyrus Coe, who had just purchased 1/8th undivided parts of both ranches from James Scarborough, sells 2/3rds of his 1/8th claim in both ranches to an attorney

1858-BOUNDRY DISPUTES

MAY 26, 1858 (Continued)

Thomas Courtis for \$2,000 (\$28,000). Also stated in the deed was an option that allowed Courtis to purchase the remaining 1/3rd of Coe's 1/8th at a later date.

NOTE: Due to the loss of so many records during the 1906 Earthquake and following fires, I have not been able to find anything written concerning this man. What little is known we must depend on available court testimony and recorded deeds and agreements. We know that he was an attorney living in San Francisco, and he was a good, personnel friend of both John Wilson and James Scarborough. He also had more than a passing friendship with Augustas Noble, and the three envolved priests, the Archbishop Joseph Alemany, Father John Llebaria and the Reverand John Ingoldsby.

Thomas Courtis first enters Martina Castro's story in 1857, being referenced in letters from the Soquel area to John Wilson, then again enters, this time in the above discussed deed. He will continually reenter our story, step by step becoming the central figure in the attempt by the Catholic priests to acquire complete and total ownership and control of Martina's two ranches.....

MAY 26, 1858- DEED

If deeds and court records are scrutinized, Joseph L. Majors name appears many times, mostly due to his financial woes. Many times he was before the court, facing charges on non-payment of a debt. Because of an unpaid debt prior to the above date the court ordered what they thought was his 1/18th claim to land in both ranches, and his additional properties within Ranchos Refugio and San Augustine be auctioned off to the highest bidder. With a bid of \$1,250 (\$17,500) Charles H. Willson of Marin County acquired the three properties. Of the original bid, \$300 was for the 1/18th undivided parts in Martina's former ranches. When Willson signed the Sheriff's deed on the above date, he assumed incorrectly that he had purchased 1/18th parts in both Rancho Soquel and in the Augmentation....this deed will be discussed again shortly.

JUNE 1, 1858- DEED of SALE

On this date the final papers are signed transferring ownership of the tannery on Tannery Gulch from the Ricardo Juans' to Benjamin F. Porter.

JUNE 9, 1858- DEED

In this deed, Benjamin P. Green of San Francisco (one of the three that entered into deeds with John Ingoldsby and his attorneys John Wilson and James Scarborough on May 3, 1856 in which he purchased 1/12th individed parts of both ranches), sold 3/10ths of his 1/12th claim in both ranches to William

1858-BOUNDRY DISPUTES

Ireland, also of San Francisco. William paid Green a total of \$900 (\$12,600). After this sale, Benjamin P. Green still owned a total of 1/10th of his original 1/12th claim in both ranches.

JUNE 19, 1858- DEED

In this deed, Augustas Noble, owner of 1/12th undivided parts of both ranches sells 1/2 of his 1/12th claim to land in the Augmentation (a claim for 1/24th undivided part) to Roger Gibson Hinckley and his son-in-law John Lafayette Shelby. The two partners paid Augustas a total of \$750 (\$10,500).

The HINCKLEY & SHELBY SAWMILL

Because Roger Hinckley and John Shelby built a waterpowered sawmill along Soquel Creek just to the northeast of Hinckley Creek history has their profession listed as "loggers." Actually the two were much more interested in raising cattle and cultivating the land. When they entered into the deed with Augustas Noble they decided to settle within the vicinity of Hinckley Creek (unnamed at this time) and Soquel Creek. They chose the area because of the flat, open land that lie along the west side of Soquel Creek, south of Sugarloaf Mountain.....much of the area today is occupied by the Olive Springs Quarry Company's way-in station.....and the many, large redwoods that were growing around the clear areas.

Shortly after the deed is signed the two partners are busily constructing a water-powered sawmill next to Soquel Creek. To supply the mill's necessary water with sufficient force to operate the saws, the two went far up the side of the ridge along the south side of what would soon be called Hinckley Creek and tapped the water available from Spignet Creek's north branch (the creek was unnamed at this time). They brought the water down the side of the gulch in a flume, then ran the water into what is called a mill race. This latter device would continually narrow, forcing the water to accelerate at an ever faster velocity, at a speed that would move the water-powered saws in the mill when the water reached there.

When the mill race reached Hinckley Creek, the turn to reach the mill down along Soquel Creek was too sharp, therefore they dug a tunnel through the narrow ridge between the two creeks (today the ridge is called Santa Rosalia Ridge.....for a period "Hogsback Ridge). The tunnel is still there to this day, waiting to be crawled through.

Besides the mill building, flume and mill race, the facilities included the necessary support buildings for the mill, such as a cookhouse, bunkhouse and several out-houses. When all facilities were complete, they looked

1858-BOUNDRY DISPUTES

JUNE 19, 1858 (Continued)

The HINCKLEY & SHELBY SAWMILL
(Continued)

for a buyer, soon to find him in the person of Richard Savage.....

JULY 3, 1858- DEED

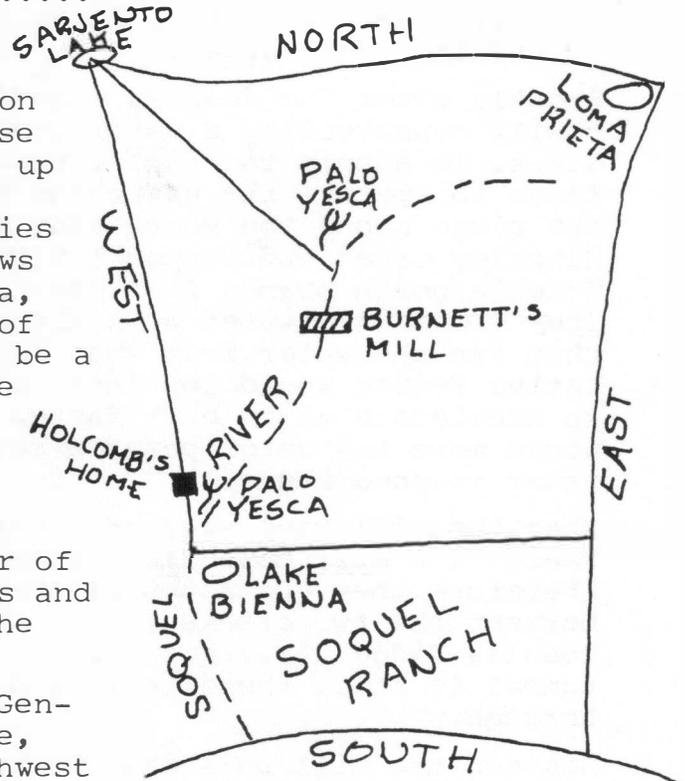
Joseph L. Majors found himself once again in court being faced with another order to auction off property to pay for an unpaid debt. The court ordered that his undivided 1/18th claim to land in both Rancho Soquel and the Augmentation be sold. In the ensuing auction the high bidder at \$175 (\$2,450) was Frederick A. Hihn.....later, during the partitioning suits brought on by Hihn, Charles B. Younger would decree that the 1/18th undivided parts sold by Majors to Charles H. Willson on May 26, 1858 and the 1/18th sold to Hihn were the same claims.....and.....that originally Jones Hoy had a claim only for land in Rancho Soquel when he entered into the deed July 25, 1853.....we will leave this latest sale here with both men believing that they have a 1/18th claim to land in both ranches.....

JULY 24, 1858- LETTER

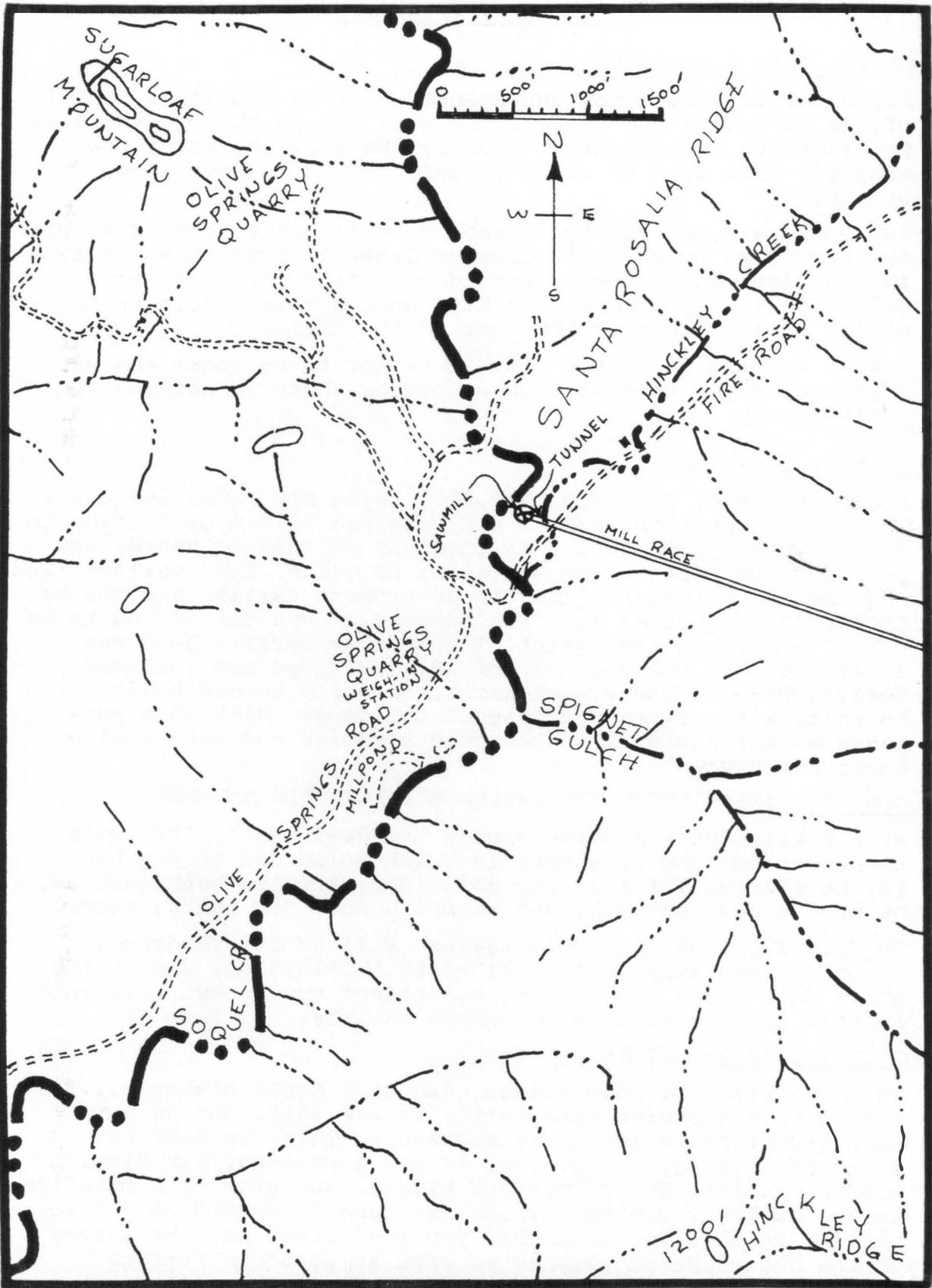
In this letter to John Wilson Augustas Noble writes....Jose Bolcoff has been here. Gone up the Soquel, and shown are what he says are the boundries of the Augmentation. He knows nothing about the Palo Yesca, but shows a pine tree back of Holcomb's home which has to be a boundry (marker), from there the line runs to and took in Beans place.

If this is so, it would be better to have a new survey providing there is no danger of the squatters raising a mess and carrying back our case to the U.S. District Court.

If we can get the Surveyor General to adopt the lower line, viz, commencing at the northwest corner of Soquel Ranch as it is already surveyed and run in a direct line to the Laguna



SKETCH ACCOMPANYING
AUGUSTAS NOBLE'S
LETTER DATED 7/24/1858



HINCKLEY & SHELBY/SAVAGE SAWMILL

1858-BOUNDRY DISPUTES

JULY 24, 1858 (Continued)

Sarjento, according to the enclosed plot we should be as well off as to have a new survey. You well see on the map there are two lines on the northwest boundry. We want the lower one adopted, this will be about as well for us to have a new survey.

But in case a new survey is done Bolcoff better come down with the surveyors unless the Surveyor General gives them positive instructions which they cannot depart from when they were here before they appeared to have none and were able to be misled by any squatter they met in the hills.

P.S. I shall be in the city in two or three weeks and will then show you what we should lose or where we gain by a new survey.

AUGUST 7, 1858- DEED

Augustas Noble, for \$750 (\$10,500) sells his remaining claim in the Augmentation, 1/2 of his original 1/12th or 1/24th, to Judge Craven P. Hester. This purchase of land by Hester was necessary to replace the 320 acres of School Land Warrant land that he had purchased from the government earlier and now was "floated" to another location because it was discovered to be within a Mexican land grant. The earlier warrant land was located within the vicinity of Skyland Ridge and included today's Redwood Lodge settlement, on which he had built a homesite with several additional buildings. With this purchase Hester was able to keep his homesite and make additional improvements.

AUGUST 14, 1858- INGOLDSBY versus WILLIAM OTIS ANDREWS

When William Otis Andrews signed the deed May 3, 1856 with the Reverand John Ingoldsby in which he agreed to pay him \$2,000 (\$28,000) for 1/12th undivided parts in both ranches, he made a down payment, and signed a note for the balance.

On July 22, 1858 in a suit against William Otis Andrews, Ingoldsby was awarded a total of \$916 (\$12,824), and on the above date began his efforts to collect the money.....more on this subject will be discussed shortly.

AUGUST 26, 1858- LETTER

In this letter to John Wilson, Augustas Noble states.....I should have answered your letter before this, but we have been expecting to see those surveyors, while we have got tired of waiting. On Saturday we had a meeting, viz Hihn, Joshua Parrish, Henry Peck and myself, and drew up a petition to the Surveyor General, which has been forwarded to you to present to him. We think that you had better get the survey of the Soquel Ranch adopted as soon as possible for the following reasons.....

1858-BOUNDRY DISPUTES

AUGUST 26, 1858 (Continued)

Rafael Castro owns the adjoining ranch on the east of us called Aptos Ranch. Now he says that his western boundry calls for a line running due north from the mouth of Borregas Gulch instead of following the route of the gulch. If he should get it it would take a third of the Soquel Ranch, and though he professes to be trying to get his ranch surveyed. Still I am afraid he may be trying to spring some trick upon us. I wish you would look at his grant and see what his boundries are, and let me know as soon as possible.

If the surveyors come down, we think you had better send Bolcoff. Henry Peck is afraid that Carlison (the head surveyor) will not speak positively enough, but we can get old Rafael Castro to say that.....the PALO de la YESKA near Holcomb's home, and I think we can find others who will say the same.

Sometime we will send to San Juan to get those surveyors back here, but Wallis, their headman has gone to Sonora and the others were scattered all over the state. It would be all the better if we could have new surveyors sent down, we would try to have the survey finished in a (confused) state manner, and rush them as much under our control as possible.

The new road (the Soquel Turnpike) will pass through territory in dispute and we would like to have the land added to the Augmento so that the "squatters" along the road can be ejected as soon as possible.

SEPTEMBER 15, 1858- LETTER

In his letter to John Wilson, Augustas Noble tells John that Juan Jose Castro, Martina's brother, was here and said the Palo Yesca was where the surveyors put it, just below the junction of Hinckley and Soquel creeks, so that his deposition will not help us at all. He wanted \$60 (\$840) to go and show it.

Thomas W. Wright will give his affadavit in regard to the Loma Prieta (today Mount Thayer), but it will not help us any as he says if we take in all the hill (of Mount Thayer) we should be three miles from where the mines are at work, this is confirmed by those that live there.

NOTE: The mines that Augustas mentions were most likely the Quicksilver Mines located about three miles north of Mount Thayer in Santa Clara County. Today the closed mines are part of the Alamen Quicksilver County Park.

This brief mention of the mines gives us only a small insight into the extent that Ingoldsby and John Wilson were attempting to expand the boundries of the illegitimate Augmentation grant' earlier undefined boundries.

1858-BOUNDRY DISPUTES

SEPTEMBER 28, 1858- DEED

In this deed Judge Craven P. Hester sold $1/2$ of the $1/2$ of Augustas Noble's $1/12$ th ($1/24$ th undivided part), or $1/48$ th of the Augmentation to his good friend Benjamin Farley of Santa Clara County for \$375 (\$5,250), half of what he paid Augustas Noble August 7, 1858.

Hester had earlier established a homesite on the former School Warrant Land near today's Redwood Estates settlement, and now Benjamin Farley joined him. The two would, besides the homes, add other improvements, such as orchards and vineyards. Because of the close friendship of the two, and Hester's legal background, in the upcoming partitioning suits the latter man would represent both himself and his friend Farley.

CHAPTER 10

1859 A YEAR FOR DECISIONS

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1859-A YEAR FOR DECISIONS

JANUARY 28, 1859- SHERIFF'S DEED

Because Adolphe F. Branda was delinquent in his taxes for the year 1858, the tax collector's office for Santa Cruz County combined his two purchases, totaling 1/30th of both Rancho Soquel and the Augmentation, then ordered that they be auctioned off to the highest bidder, which on the above date was Frederick A. Hihn. Hihn received a Sheriff's deed for the properties.

IN THE CALIFORNIA SUPREME COURT **SEE APPENDIX D**
APPEAL FROM THE 7th DISTRICT CONTRA COSTA CO.
JANUARY TERM 1859 for INGOLDSBY vs. JUAN et al
by ROBERT F. PECKHAM

This is an action of ejectment (an action to secure or recover possession of real property by the true owner) for Rancho Soquel.

The facts are stated in the opinion of the Court, but will probably be better understood by setting forth the amended answer of the defendants represented by Robert F. Peckham and Gregory Yale. The plaintiff (John Ingoldsby) is represented by John Wilson.

COMMENT

Robert F. Peckham's appeal is for Rancho Soquel only, which involves the validity of Martina Castro's deed of August 29, 1850 and the deed signed by her and Louis Depeaux with John Ingoldsby and Father Lohn Llebaria on January 22, 1855. Also involved is the deed dated September 10, 1855, in which the three priests, namely John Ingoldsby, Father Llebaria and the Archbishop Joseph Alemany make Ingoldsby the sole owner of Rancho Soquel (and the Augmentation which is not part of this appeal).

The reason that Robert F. Peckham based his appeal only on Rancho Soquel, and excluded the Augmentation, is that his amended answer was based mostly on the amount of money the three priests paid to Martina as compared to the amount of money that Martina and her children had invested over the years in Rancho Soquel. Also, removing the Augmentation from his appeal removed the fraudulent portion of the deed, the creation of the false grant by the Mexican Government to Martina Castro.

ARGUMENTS BY JOHN WILSON
AGAINST VALIDITY OF MARTINA'S DEED

- Because the same is not the joint deed of conveyance of Martina Castro and Louis Depeaux as husband and wife, so as to transfer the right of Martina in the property named in the same.
- That Martina Castro and Louis Depeaux were at the pretended date and execution of the signing of the deed husband and wife and did not join in the execution.
- That the deed on its face only purports to be the deed of Martina Castro the wife of Louis Depeaux, and not the joint deed of her and her husband Louis Depeaux.
- That the pretended consent endorsed on the back of the same by Louis Depeaux the husband of the said Martina is not

1859-A YEAR FOR DECISIONS

ARGUMENTS BY JOHN WILSON
AGAINST VALIDITY OF MARTINA'S DEED
(Continued)

under seal, has no date to it, contained no words of conveyance, and is without consideration and is utterly void.

- That the pretended signatures of Martina Castro is not proved; and that for this it cannot be given in evidence unless her signature is proved.
- That Martina Castro whose signature (it is pretended) is signed to the deed being a married woman when the same was executed and delivered, therefore her execution thereof cannot be proved in any other manner than that pointed out by the statutes of conveyance and those defining the rights of husband and wife.
- That it appears upon the face of the paper now offered in evidence that the same is not the deed of Martina Castro because there is evidence on the paper itself that she did not assent to all the provisions therein set forth.
- That there is no acknowledgment of the paper offered before any proper officer authorized to take acknowledgments of married woman.
- That the pretended acknowledgment endorsed on the paper offered are not in due form.
- That the pretended acknowledgment before Peter Tracy is not endorsed or annexed to the pretended deed and it is not shown he used the seal of the court.
- Because the said pretended deed was obtained from Martina Castro by fraud and fraudulent misrepresentations of facts.

AMENDED ANSWER of DEFENDANTS
by ROBERT F. PECKHAM

That all the right, title or interest which Martina Castro ever had in any part of the demanded premises, was held by her before her marriage with Louis Depeaux, in 1849, and before the adoption of the constitution of this State, and, that the property was her separate property.

That she, in August of 1850, with the knowledge, consent and concurrence of her husband, made a deed, for a valuable consideration, purporting to convey to her children 8/9ths of Rancho Soquel, which conveyed an equitable title, and converted her into a trustee for their use and benefit.

That all the rights which the children took under that deed, had, by several conveyances had settled with the defendants.

That the children entered into possession of the property with the consent of Martina Castro and her husband, Louis Depeaux.

1859-A YEAR FOR DECISIONS

AMENDED ANSWER of DEFENDANTS
by ROBERT F. PECKHAM
(Continued)

And that they and the defendants had made improvements to the amount of \$18,700 (\$261,800), which were now on the premises.

That the plaintiff John Ingoldsby and his co-tenant and grantor subsequently purchased the premises, with reference to her deed to her children, and with full and actual notice thereof (in the deposition of Louis Depeaux), and that the price paid by them of \$2,000 (\$28,000) was about 1/9th part of the premises, which she, in her deed, reserved to herself.

And that they (Ingoldsby and Llebaria) purchased with full and actual notice of the rights of the defendants, of their possession and of the value of their improvements.

And the defendants deny any interference with Martina or the plaintiff (Ingoldsby), in the enjoyment of the remaining 1/9th part of the land sought to be recovered.

ANSWER to AMENDMENT by PLAINTIFF'S
ATTORNEY JOHN WILSON

John Wilson, on behalf of his client John Ingoldsby moved to strike out the amended answer upon the following grounds:

- Because the amendment is irrelevant
- Because the amendment sets up a sham (false) defense.

COURT RULING ON AMENDMENT

The court ruled that the amendment should be stricken out, unless the defendants should elect to rely on such amendment to the exclusion of the original answer.

The defendants refusing so to elect, the amendment was stricken out, and the defendants excepted.

NOTE: While it is not obvious to the layman, what Robert F. Peckham had achieved was the removal of the 7th District Court's decision that Martina Castro's deed was obtained by fraud and fraudulent misrepresentations of facts. This meant that only the ten arguments preceeding the last one would be considered by the high court. Against these points Robert F. Peckham could argue, and argue successfully, establishing new rulings concerning the ACTS of April 16 and 17, 1850 when a woman's deed is involved that occurred before California became a state or the Acts were written.

FEBRUARY 12, 1859- SCHOOL LAND WARRANTS

School Land Warrants Nos. 228, 327, 329 and 108, all claimed

1859-A YEAR FOR DECISIONS

FEBRUARY 12, 1859 (Continued)

by the estate of the deceased Peter Tracy (except for the portion of No. 108 which was sold to Henry F. Parsons) are "floated" to another location because they are now located within a Mexican land grant, the Soquel Augmentation.

FEBRUARY 18, 1859- SCHOOL LAND WARRANTS

School Land Warrants Nos. 353 and 354, sold to Henry Peck by Thomas Fallon, and warrant No. 90 claimed by the estate of Peter Tracy are all "floated" to another location on government land.

APRIL 13, 1859- DEED

When Lyman Burrell settled along the Summit and built his homesite during the 1853/1854 period, he considered the area to be Public Domain, land open to the public for homesteading. To his chagrin, when his homesite and cultivated land was discovered by the U.S. Surveyors in 1858, he was served with an eviction notice, probably by Charles "Mountain Charley" McKiernan on behalf of John Ingoldsby and John Wilson. A panicked Lyman Burrell quickly entered into a deed on the above date with Antonia and Henry Peck. At the time Henry was working with the Ingoldsby/Wilson forces because all considered that the Catholic priest owned both of Martina's ranches.

When he signed the deed, Lyman agreed to pay the Pecks \$1,500 (\$21,000) for 1/3rd of Antonia's 1/9th, or 1/27th of the Augmentation. Because he did not have the full amount of money on hand, he gave Henry \$1,000 (\$14,000) and a note for the balance of \$500. There was no due date on the note when the deed was signed.

APRIL 19, 1859- LETTER

In this letter from Frederick A. Hihn to John Wilson, Hihn states.....I have seen several of the owners of the Soquel Rancho and they seem to think favorable of securing your services in the survey of the Augmento. There is a meeting scheduled for next Saturday and I would like to know on what terms that you would be willing to attend to the "alteration" of the survey (of the Augmento), in other words, what would you charge us? There are additional parties that will probably join us in this matter. These additional persons are several that claim title through the three deeds that Ingoldsby, John Wilson and James Scarborough entered into (with Augustas Noble, Benjamin P. Green and William Otis Andrews).

APRIL 21, 1859- DEED

To review the situation between the Reverend John Ingoldsby and William Otis Andrews.....the latter man still owes John

1859-A YEAR FOR DECISIONS

APRIL 21, 1859 (Continued)

Ingoldsby a total of \$916 (\$12,824) from the deed of May 3, 1856. On July 22, 1858 Ingoldsby went to court and on August 14, 1858 he received his judgment against Andrews, and began his attempts to recover the balance due him.

Before John Ingoldsby could serve William Otis Andrews with court papers, he died. Therefore the court ordered, based on the percentage of the balance due Ingoldsby, that the same percentage of his original 1/12th claim to land in both ranches be sold at public auction.

On the above date, at the auction George K. Porter was high bidder with a bid of \$740 (\$10,360), acquiring 7/270th undivided parts in both ranches. The Sheriff's deed was signed by the San Francisco Sheriff.

APRIL 26, 1859- LETTER

In his letter to John Wilson, Frederick A. Hihn thanked Wilson for accepting the offer of his supporters down here in Soquel to handle the legal responsibility for the new survey of the Augmento. I have made Henry Peck, George K. Porter (the newest owner of land) Ricardo Juan, Joseph Averon, all claimants to the Augmentation acquainted with your offer and all accepted. You will please to inform me when it will be convenient for you to come down so as we can have time to get the witnesses ready

APRIL 29, 1859- DEED

Luisa and Ricardo Juan sell 1/3rd of Luisa's 1/9th claim (a total of 1/27th undivided part) to land in both ranches to Frederick A. Hihn for \$1,100 (\$15,400), of which Hihn pays \$375 (\$5,250) directly to the Juans and the balance he agrees to pay to three men that Ricardo is in debt to. Frederick A. Hihn promises to pay the men \$375 (\$5,250) on NOVEMBER 1, 1859 and \$350 (\$4,900) on NOVEMBER 1, 1860.

INGOLDSBY vs. JUAN DECISION by STATE SUPREME COURT
JUNE 1859

SEE APPENDIX 'D'

When Robert F. Peckham, by clever manipulation had removed from the high court's consideration that Martina Castro's deed was obtained by fraud and fraudulent misrepresentations of facts, arguments over the other ten complaints by John Wilson against the validity of Martina's deed began, with John Wilson arguing for and Robert F. Peckham arguing against. After considering all arguments, Justice Baldwin, on the points considered, declared Martina's deed valid.

JUSTICE BALDWIN STATED: "We have avoided the expression of any opinion upon many questions presented by the record, and have assumed some positions more for the purpose of argement than with a view to decide them, the real question passed upon being the validity of the deed from Martina Castro and Louis Dep-eaux."

"We expressly leave open the question whether a grant, made in the usual form

1859-A YEAR FOR DECISIONS

INGOLDSBY vs. JUAN DECISION by STATE SUPREME COURT JUNE 1859

and with the usual conditions, by the Mexican authorities, to a married person, creates a separate estate or common property. The court erred in striking out the answer setting this defense."

"The error in excluding this defense, founded on this deed, is sufficient to reverse the judgment below, and probably, decides the entire controversy."

"Judgment reversed and cause remanded for further proceedings, in pursuance of this opinion."

JUNE 3, 1859- LETTER

In his letter to John Wilson, Frederick A. Hihn discusses how the backers mentioned in the previous letter intended to pay him his fee, and how anxious he is to have the Augmento resurveyed because the "squatters" are making serious inroads into the timber.....Hihn is discussing the logging of Joel Bates along Bates Creek and the sawmill completed by Roger Hinckley and his son-in-law John Shelby that was waiting for a buyer to operate.

JUNE 4, 1859

On the two Plats, one for the SHOQUEL RANCHO (Rancho Soquel) and the other for the SHOQUEL AUGMENTATION RANCHO (the Soquel Augmentation), J.W. Mandenlly, the Surveyor General for the United States wrote identical statements....."the field notes of the "Shoquel Rancho".....or the "Shoquel Augmentation Rancho".....and from which this Plat has been made out, have been examined and approved and are on file in this Office.

U.S. Surveyor Generals Office
San Francisco California
June 4th 1859

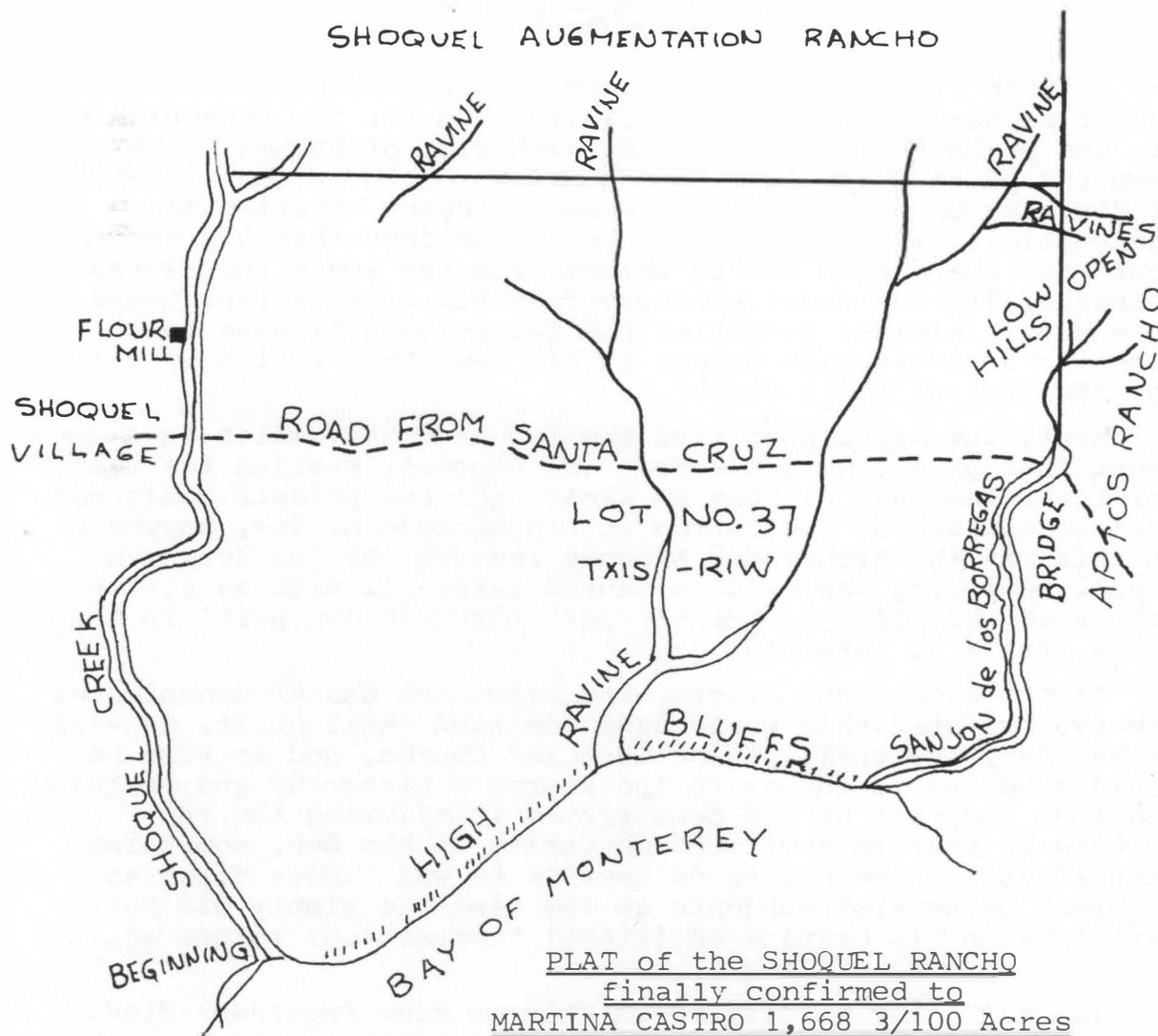
With the signing of the two Plats, finally put to rest were the attempts by John Ingoldsby and his attorney John Wilson to have added along the west side of the Augmentation an additional 7,000 plus acres. Also when the Plat for Rancho Soquel was signed, this ended Rafael Castro's attempt to increase his Rancho Aptos along the west side of Borregas Gulch.

COMMENTS and SUMMARY

After the State Supreme Court reversed the judgment that Martina Castro's deed was illegal and did not state her true wishes concerning her heirs both the Reverend John Ingoldsby and Father John Francis Llebaria vanished from the local scene, almost what seemed to persons, to be overnight. Rumors began

1859-A YEAR FOR DECISIONS

SHOQUEL AUGMENTATION RANCHO



PLAT of the SHOQUEL RANCHO
finally confirmed to
MARTINA CASTRO 1,668 3/100 Acres
1 inch = 2,000 feet

COMMENTS and SUMMARY
(Continued)

to circulate as they well when a prominate priest abruptly leaves the scene. Rumors such as.....they were defrocked and excommunicated. But concerning the disappearance of these two priests, this was not what occurred. If they had been defrocked and excommunicated they could never serve the Catholic Church in any capacity, and later Father Llebaria was traced to Mexico where he was active as a padre there, while the Reverand John Ingoldsby, never a healthy, robust man turned up back in Chicago performing in a parish there.

Following, based on recorded deeds and court testimony, is what probably occurred.....with both the State Supreme Court's decision and the final Plats being signed by the Surveyor General establishing the boundries of the Augmentation

1859-A YEAR FOR DECISIONS

COMMENTS and SUMMARY

(Continued)

not as both John Ingoldsby and his attorney John Wilson had fought so hard for, but establishing them for the convenience of the persons living along the west side of Soquel Creek from the point where Bates Creek merges north to the vicinity of Hinckley Creek, Archbishop Joseph Alemany, fearing the bad publicity that was sure to begin, decided that the easiest "out" for the church was to remove from the scene the two main culprits. Already under pressure from his critics (and there were many), Alemany cancelled the two priests license to function as a Catholic priest in his See, this action is called the "Removal of Facilities."

Next, the Archbishop gave the two an Exeat, which is a document that gave them leave from the Diocese, stating the reason for their leaving. Without an Exeat, the two priests could not perform duties for the church in any diocese or See, anywhere. In this way the Archbishop Alemany removed the two from the scene, punishing them within church laws, all with as little acknowledgment of the church's part (and his own part) in the whole affair as possible.

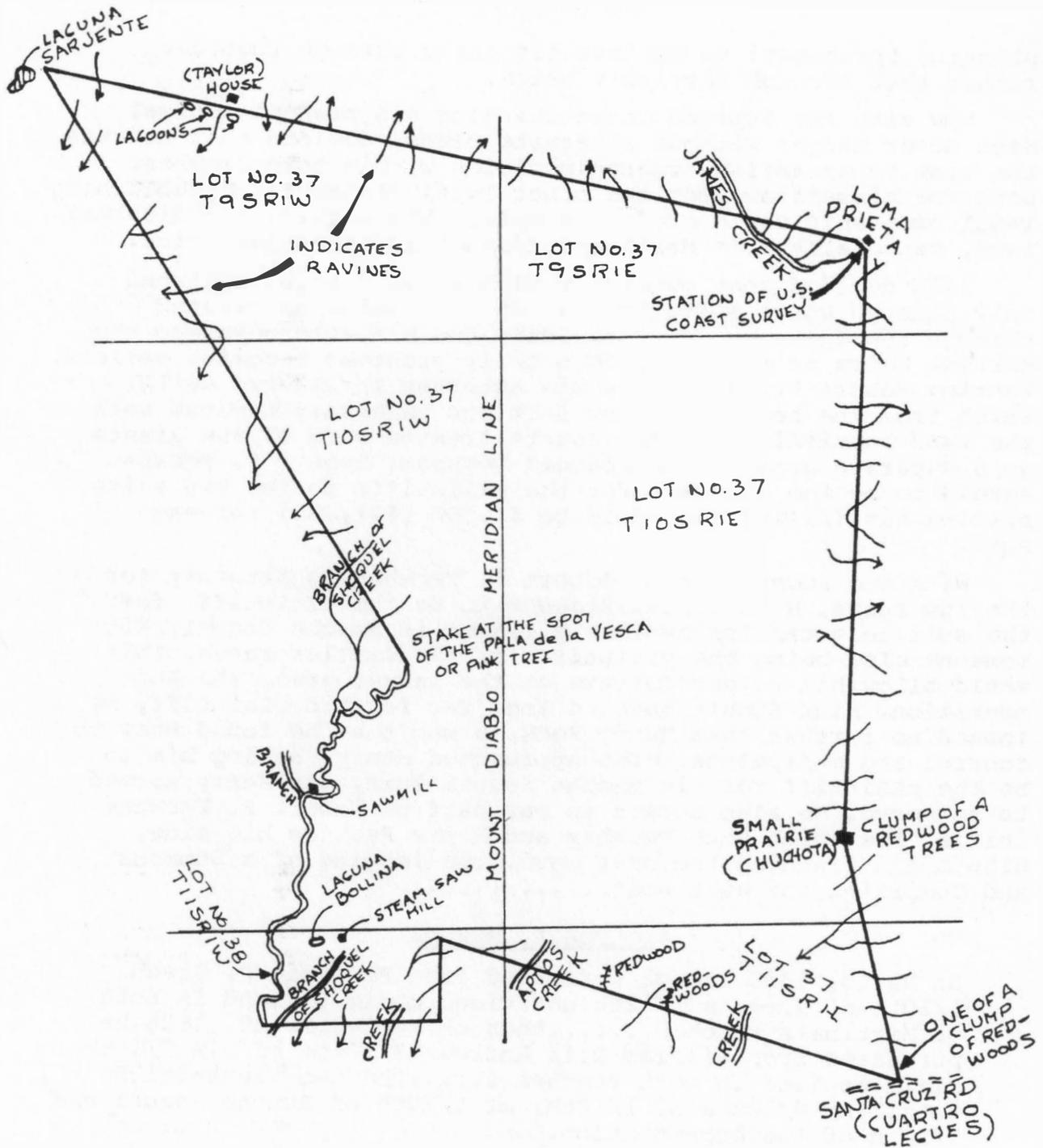
If the Archbishop Alemany had defrocked and excommunicated the two priests, this would have admitted their guilt, as well as his own, the guilt of the Catholic Church, and in turn he would have had to answer to the church's hierarchy and explain the poor judgment he had demonstrated in allowing the two priests to perform their church duties in his See, something that Alemany chose not to do because he was "under fire" so to speak on several subjects at the time. He simply did not want to give his critics additional "ammunition" to use against him.

Shortly after he arrived in Chicago John Ingoldsby died. The exact date is unknown, but in later court testimony it is stated he died shortly before January 1, 1860.

The disappearing from the local scene of the two priests was not the only noticeable change. There was the rather abrupt change in alliances that existed between the persons claiming ownership of Martina's ranches through John Ingoldsby and his attorneys and the heirs of Martina and their grantees. This change of alliance was especially noticeable in Frederick A. Hihn.

Up to the Supreme Court's reversal of the lower court's decision, Frederick A. Hihn considered John Ingoldsby's cause just, as did Robert F. Peckham.....later in court testimony Peckham would admit that not only at the time he was fighting John Wilson, but even when he was testifying, he felt that Ingoldsby was the owner of both ranches legitimately. Because he felt that Ingoldsby's cause was just Hihn backed his effort

1858-A YEAR FOR DECISIONS



PLAT of the SHOQUEL AUGMENTATION RANCHO
finally confirmed to
MARTINA CASTRO 32,702 41/100 Acres
 1/2 inch = 3,880 feet

1859-A YEAR FOR DECISIONS

COMMENTS and SUMMARY

(Continued)

planning (probably) to achieve his goals through Ingoldsby rather than through Martina's heirs.

Now with the Supreme Court changing his present course, Hihn never caught without alternate plans, decided that now was the time to establish ownership claims within both ranches, both for himself and for the other legal claimants. Establishing legal ownership would greatly simplify his acquiring additional land, especially from Martina's financially troubled heirs.

Hihn decided that ownership claims could be established only through court suits because of the confusion created through the sales by John Ingoldsby and his attorneys and the Martina heirs as grantors, then their grantees becoming sellors. Wanting Robert F. Peckham as his attorney in the two suits, which from the beginning Hihn felt was necessary because both the Land Commission and the courts treated each of the grants as a separate area, he approached Peckham. Robert F. Peckham agreed to be the attorney for the plaintiffs in the two suits, stating his initial fee would be \$1,500 (\$21,000) for each suit.

With the acceptance of Robert F. Peckham as attorney for the two suits, Hihn wanted someone to be the plaintiff for the suit to establish ownership claims in Rancho Soquel. With someone else being the plaintiff for the smaller ranch, this would allow him to concentrate on the larger area, the Augmentation. Hihn didn't have to look far for his plaintiff, he looked no farther than Henry Peck, a man that he found easy to control and manipulate. Hihn approached Henry, asking him to be the plaintiff for his Rancho Soquel suit, and Henry agreed to so serve. He also agreed to pay half of Robert F. Peckham's initial fee. With both Peckham and Henry Peck on his side, Hihn began planning the next move, the issuing of a Summons and Complaint for each suit.....

ADOLPHE F. BRANDA

On May 5, 1856 Branda purchased from Benjamin P. Green 1/10th of Green's 1/12th undivided claim to land in both of Martina's ranches.....then on September 29, 1856 he purchased from William Otis Andrews 3/10ths of his 1/12th claim to land in both ranches.....the two transactions totalling 4/10ths of 1/12th, or 1/30th of Rancho Soquel and 1/30th of the Augmentation.

For the tax year of 1858 Adolphe F. Branda did not pay his taxes which resulted in the following action by the County of Santa Cruz tax collector.....

1859-A YEAR FOR DECISIONS

JUNE 28, 1859- TAX COLLECTORS DEED

To review...on JANUARY 28, 1859 Frederick A. Hihn bid on the 1/30th undivided parts that Adolphe F. Branda claimed ownership of in both Rancho Soquel and the Augmentation, and as high bidder he was given a Sheriff's deed...Branda's two claims were being auctioned because he was delinquent in paying the due taxes for the year 1858. On the above date Frederick A. Hihn was given a tax collectors deed for Branda's 1/30th claim.

JULY 18, 1859- PROBATE COURT DEED

While the above proceedings were transpiring down in Santa Cruz County, Adolphe F. Branda died without leaving a will. In San Francisco County the Probate Court ordered that his two claims to land in the ranches down in Santa Cruz County be sold to the highest bidder at an auction. With a high bid of \$1,500 (\$21,000), Frederick W. Macondray was now the owner of the 1/30th undivided parts according to the San Francisco Probate Court.

NOTE: Do not forget these two transactions, because the fate of the Soquel/Capitola/Aptos areas depend on who retains ownership of Adolphe F. Branda's former 1/30th claim to land in both Rancho Soquel and in the Soquel Augmentation..... especially in the latter area.....

AUGUST 13, 1859- DEED

For a discussion of this deed's origin see the AUGUST 11, 1855 entry in Chapter 5. As discussed in Chapter 5 Durrell Gregory considered himself the owner of 8/54th undivided parts of both Rancho Soquel and in the Augmentation after he entered into the deed with several of Martina's heirs, Joseph L. Majors and Pruitt Sinclair.

In this deed Benjamin F. Porter, for \$1,000 (\$14,000) purchased from Durrell S. Gregory his 8/54ths in both ranches. Later, during the two partitioning suits planned by Frederick A. Hihn, it would be decreed that only Pruitt Sinclair had land to sell when he jointly entered into the deed with Durrell Gregory, and his right was 1/54th in Rancho Soquel only. But to this point Benjamin F. Porter considered himself the owner of 8/54ths in both ranches plus the five acre tannery in Rancho Soquel he had recently purchased from the Juans.

AUGUST 17, 1859- DEED

In this deed just turned 21 Miguel Lodge, Martina's son, and his brother-in-law Ricardo Juan enter into a deed with Henry Cambustan in which they give to Henry 1/4 of both Rancho Soquel and the Augmentation for "services" rendered. This deed is nearly identical to the deed signed by Martina and Louis Depeaux with Henry March 7, 1854, then in early 1858 Louis is in San Francisco having his signature notarized.

1859-A YEAR FOR DECISIONS

AUGUST 17, 1859 (Continued)

The earlier deed signed by Martina and Louis Depeaux will not be discussed here, it was aptly covered in Chapters 2 and 3. But the supposed reason for this latest deed will.....it is obvious that Henry is (probably) threatening to tell the truth about his actions in early 1844.....that he did survey the "Palo de la Yesca" addition that Louis and Martina wanted added to their Rancho Soquel.....and if he were to tell the truth even at this late date, the Augmentation grant could still be rejected.

AUGUST 26, 1859- DEED

On this date Frederick A. Hihn sold to Frederick W. Macondray of San Francisco 45.8 acres, more or less, in Rancho Soquel for \$1,500 (\$21,000). Because his deed dated June 28, 1859 by the Santa Cruz County tax collector was signed twenty days before the Probate Court Court's deed was signed and presented to Frederick W. Macondray July 28, 1859 in San Francisco, Hihn considered, and correctly, that his deed took precedence. While Hihn was correct in his assumption, he did own the 1/30th undivided part in both ranches, in this deed he mistakenly described the land being sold as lying within the boundaries of the combined Rancho Soquel and the Augmentation. In other words, while he correctly stated that the 45.8 acres lie within the Soquel Township, when he combined the two ranches description, this was a mistake that he would pay for later...this deed affecting the entire Soquel/Capitola/Aptos areas will again be discussed.....shortly!

AUGUST 29, 1859- DEED

When Miguel Lodge turned 21 he was living with Antonia and Henry Peck. If an article that appeared in the Santa Cruz Sentinel is to be believed that quoted a speech made by Frederick A. Hihn at the 25th anniversary of the founding of Camp Capitola on June 18, 1895, then Henry Peck tricked Miguel into selling him for \$500 (\$7,000) his 1/9th claim to land in both ranches. The article is quoted in its entirety in the SUPPLEMENT, the life and times of Maria Antonia Peck. The article will not be repeated here.....only to comment that when Miguel signed the deed Henry became the owner of a 1/9th claim to land in both ranches.

SEPTEMBER 14, 1859- DEED

In early 1858 a small company operated by the brothers Wesley and William Burnett, calling the company the "Wesley Burnett & Company" purchased land along the west side of Soquel Creek within the vicinity of the old Mountain School. They built a small sawmill, complete with millpond and other supporting facilities, keeping all facilities along the west side of the creek.

On the above date Antonia and Henry Peck sold 1/54th undivided

1859-A YEAR FOR DECISIONS

SEPTEMBER 14, 1859 (Continued)

part of the Augmentation to the brothers for \$750 (\$10,500). When the land was sold, Henry Peck was representing John Ingoldsby and John Wilson.

SEPTEMBER 29, 1859- DEED

John Hames and Pruitt Sinclair jointly claimed that they still owned 3/54th undivided parts of the Augmentation. For debts that the two owed jointly, a total of \$925 (\$12,950), the court ordered that their claim in the Augmentation be combined with properties in downtown Santa Cruz and along Corralitos Creek and auctioned to the highest bidder, which was Frederick A. Hihn with a bid of \$1,425 (\$19,950). During the partitioning suit for the Augmentation, this Sheriff's deed was declared void due to improper execution of the deed by the Sheriff.

OCTOBER 13, 1859- LETTER

In his letter to John Wilson, Judge Craven P. Hester writes: Since I saw you last Judge Hoffman has decided the boundry question, and from the decision, if objections are made to the survey, the District Court will entertain objections and establish the boundry.

NOTE: Judge Hoffman was the U.S. District Judge that had presided during the U.S. District Attorney's appeal against granting Martina's request for the Augmentation.

Hester continued.....I desire to know what you have done in the Augmento to date, perhaps you should file the survey and make the necessary objections to the boundry if you think it should be contested, that the proper testimony may be heard and the boundry finally established so that a patent may be issued. Please let me know what you intend to do, the parties interested desire the matter closed as soon as possible.

OCTOBER 19, 1859- DEEDS

Two deeds on the above date were signed. In the first one Wesley Burnett & Company sold to partners Francis R. Brady and Benjamin Cahoon Nichols the land they owned along the west side of Soquel Creek, between the creek and old Mountain School. Included within the sale was the sawmill and its supporting facilities. The sale price was \$4,000 (\$56,000).

In the second deed Wesley Burnett & Company sold to the two partners their 1/54th undivided claim to land in the Augmentation for \$750 (\$10,500). The 1/54th claim in the Augmentation was located opposite the land sold along the west side of Soquel Creek.

1859-A YEAR FOR DECISIONS

NOVEMBER 14, 1859- AGREEMENT

To review the Roger Hinckley and John Shelby purchase of 1/24th undivided part of the Augmentation from Augustas Noble on June 19, 1858.....When the two purchased the 1/24th claim to land in the Augmentation they settled within the vicinity of where Hinckley Creek (unnamed at this time) joins Soquel Creek. They were attracted to the area because it met their requirements for cultivating and raising cattle, plus there were many large redwoods nearby.

Needing money to cultivate the land and purchase cattle, they decided to build a water-powered sawmill along the east side of Soquel Creek just to the north of Hinckley Creek, supplying the mill with water from the south side of Hinckley Creek. When the mill and its supporting facilities were completed, they began looking for a buyer, adding to the deal 1/4 of their 1/24th undivided claim to land (this would leave the two partners 1/32nd and the buyer of the mill 1/96th of the Augmentation).

On the above date Roger Hinckley and his son-in-law John Shelby entered into an agreement with Richard Savage in which Richard agreed to pay the two \$1,800 (\$25,200) for the mill, the supporting facilities and the 1/96th claim.

NOVEMBER 21, 1859- DEED

Before Antonia and Henry Peck signed their deed with Joel Bates, Henry Peck signed a release to the lease that grantors Peter Tracy and Thomas W. Wright signed with Joel Bates June 16, 1853. The lease signed earlier allowed Joel to log and cultivate on School Land Warrants No. 353 and 354 along Bates Creek. After the lease was signed Joel built a steam powered sawmill, the first such facility within the confines of the Augmentation, along the west side of Bates Creek just to the south of where the creek is joined by Grover Gulch's creek (at the end of today's Prescott Road).

After the release was signed, Henry and Antonia entered into a deed in which he purchased a total of 1/27th undivided part of the Augmentation. Joel chose the land that lie to the north of his mill along the west side of Grover Gulch.

DECEMBER 10, 1859- DEED

In this deed Roger Hinckley and John Shelby sold their water-powered sawmill, millpond, flume and mill race and the mill's supporting buildings, plus 1/4 of their 1/24th claim to land in the Augmentation, the sale totaling 1/96th undivided part, all for \$1,800 (\$25,200) to Richard Savage. Richard agreed to make monthly payments for the land and facilities.

1859-A YEAR FOR DECISIONS

JOHN INGOLDSBY DIES IN CHICAGO
THOMAS COURTIS APPOINTED ADMINISTRATOR

When Robert F. Peckham's appeal to the State Supreme Court was accepted and the lower court's decision that Martina's deed was fraudulent was overturned, this decision did not put to rest the charges brought on by the Reverend John Ingoldsby through his attorney John Wilson. The most damaging charge, that the deed (the pretended deed) was obtained from Martina Castro by fraud and fraudulent misrepresentations of facts still had not been reviewed by the upper court. This part of the charges put before the lower court and accepted as legitimate will surface again, twice in fact, once each in each of Frederick A. Hihn's partitioning suits.

When John Ingoldsby died after returning to Chicago, performing in a parish there for a short period, Thomas Courtis is appointed the administrator of John's estate. Courtis now claims all of the lands that John Ingoldsby owned in Santa Cruz County, which consisted mostly of Martina Castro's two grants. As our story continues, Thomas Courtis, step by step becomes the central figure in the Catholic priests attempt to acquire ownership of Martina's ranches, while at the same time a new adversary is emerging down in Soquel in the person of Frederick A. Hihn with the assistance of Robert F. Peckham.

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CHAPTER 11

THE PARTITIONING SUITS

**SUMMONS
and
COMPLAINTS
FILED**

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The PARTITIONING SUITS
SUMMONS and COMPLAINTS FILED

JANUARY 20, 1860- DEED

BACKGROUND.....In the early 1850s James Taylor settled along the narrow ridge that separates the east branch of Soquel and Los Gatos creeks.....at this early date the latter creek was known as "James Creek".....building a homesite within the vicinity of today's Loma Prieta School along the Summit Road. James claim to fame, brief as it was, came about through Charles McKiernan and his encounter with a grizzly bear on May 8, 1854. James was with Charley on the day the bear attacked Charles and was instrumental in saving his life.

On the above date James Taylor, for \$500 (\$7,000) purchased a 1/54th undivided claim to land in the Augmentation from Benjamin F. Porter. When the deed was signed Porter thought that he was the owner of 8/54ths of both ranches through his earlier deed with Durrell S. Gregory on August 13, 1859. Later Porter would find out that the 1/54th part he sold to James Taylor was the extent of his claim to land in both ranches except for the five acre tannery he purchased from the Juans' in Rancho Soquel on January 1, 1858.

Besides his homesite, James Taylor added a number of fruit trees and several additional facilities to his land, but never fully exploiting his entire claim.

PECK versus HIHN (Rancho Soquel Suit)

February 13, 1860

SUMMONS

Henry W. Peck

PLAINTIFFS

Antonia Peck

versus

Frederick A. Hihn et. als.

DEFENDANTS

The People of the State of California, Greeting to

JOSEPH AVERON
GUADALUPE AVERON
JOSE DAVID LITTLEJOHN
HELENA LITTLEJOHN
RICARDO FOURCADE JUAN
LUISA JUAN
FRANCISCO YOUNG (Alias
FRANCISCO LAJEUNESSE)
NICANOR YOUNG
THOMAS FALLON
CARMEN FALLON

JOSHUA PARRISH
DR. JOHN P.P. VANDEN-
BERG
PRUITT SINCLAIR
AUGUSTAS NOBLE
GEORGE K. PORTER
BENJAMIN F. PORTER
GEORGE H. KIRBY
CHARLES H. WILLSON
WILLIAM IRELAND
FREDERICK W. MACONDRAY

J.S. REED
WILLIAM OTIS ANDREWS
(deceased)
MIGUEL LODGE
CHARLES PLUM
THOMAS COURTIS (in his own
right)
THOMAS COURTIS (as adminis-
trator for BENJAMIN P.
GREEN)

PECK versus HIHN (Rancho Soquel Suit)

February 13, 1860

SUMMONS

Henry W. Peck

PLAINTIFFS

Antonia Peck

versus

Frederick A. Hihn et. als.

DEFENDANTS

You are hereby required to appear in an action brought against you by the above named plaintiffs in the District Court of the Third Judicial District of the State of California, in and for the County of Santa Cruz, and to answer the complaint filed herein.....a copy which accompanies this Summons.....within ten days, (exclusive of the day of service,) after the service on you of this Summons, if served in the county (of Santa Cruz); or, if served out of this county, but within this Judicial District, within twenty days; or, if served out of said District, then within forty (40) days.....or judgment by default will be taken against you according to the prayer of said complaint.

The said action is brought to procure a division of the following described lands and tenements, situated in the State of California, County of Santa Cruz, and known there as the Rancho Soquel.....bounded on the southwest by the Bay of Monterey.....on the northwest by the Soquel River.....on the southeast by the Borregas Gulch.....and on the northwest by the Upper Soquel Ranch, containing about 2,800 acres, more or less.

And you are hereby notified that if you fail to appear and answer the said complaint as the above required, the said plaintiffs will apply to the Court for the relief demanded in the complaint.

Given under my hand and the Seal of the Third Judicial District, of the State of California, in and for the said County of Santa Cruz, this 13th day of February in the year of our Lord One Thousand, Eight Hundred and Sixty.

Signed by D.J. Hasmal, Clerk

PECK versus HIHN (Rancho Soquel Suit)

February 13, 1860

COMPLAINT

Henry W. Peck

PLAINTIFFS

Antonia Peck

versus

Frederick A. Hihn et. als.

DEFENDANTS

JOSEPH AVERON
GUADALUPE AVERON
JOSE DAVID LITTLEJOHN

DR. JOHN P.P. VANDEN-
BERG
FRUITT SINCLAIR

WILLIAM OTIS ANDREWS
(deceased)
CHARLES W. PLUM

PECK versus HIHN (Rancho Soquel Suit)

February 13, 1860

COMPLAINT

Henry W. Peck

PLAINTIFFS

Antonia Peck

versus

Frederick A. Hihn et. als. DEFENDANTS

HELENA LITTLEJOHN
RICARDO FOURCADE JUAN
LUIISA JUAN
FRANCISCO YOUNG (Alias
FRANCISCO LAJEUNESSE)
NICANOR YOUNG
THOMAS FALLON
CARMEN FALLON
JOSHUA PARRISH

AUGUSTAS NOBLE
GEORGE K. PORTER
BENJAMIN F. PORTER
GEORGE H. KIRBY
CHARLES H. WILLSON
WILLIAM IRELAND
FREDERICK W. MACONDRAY
J.S REED
MIGUEL LODGE

THOMAS COURTIS (in his own
right)
THOMAS COURTIS (as adminis-
trator for BENJAMIN P.
GREEN)
* MARY E.J. SLADE
* HENRY LAWRENCE

* In October of 1860 (the exact date is not recorded, an amended complaint was served on the above defendants and plaintiffs, adding Mary E.J. Slade and Henry Lawrence, both of San Francisco, to the complaint.

The plaintiffs, Henry W. Peck and Maria Antonia Peck, his wife, residents of the County of Santa Cruz, complain of Frederick A. Hihn; Joseph Averon and Maria Guadalupe Averon, his wife; Jose David Littlejohn and Maria Helena Littlejohn, his wife; Ricardo Fourcade Juan, and Maria Luisa Juan, his wife; Joshua Parrish; Miguel Antonio Lodge; Benjamin F. Porter; Francisco Young (alias Francisco Lajeunesse) and Nicanor Young, his wife; Pruitt Sinclair; Augustas Noble; George K. Porter; and George H. Kirby.....all residents of the County of Santa Cruz.....and Dr. John P.P. Vandenberg; J.S. Reed; Thomas Fallon, and Carmen Fallon, his wife.....all residents of the County of Santa Clara.....and Charles H. Willson; William Ireland; Frederick W. Macondray; Thomas Courtis (in his own right); and Thomas Courtis (as administrator of Benjamin P. Green, William Otis Andrews and John Ingoldsby)all of the County of San Francisco.....all defendants, and show to the Court that they the said plaintiffs and said defendants are seized of in fee simple.....a term that means, to wit: the absolute ownership with unrestricted rights or disposition.....and hold together and undivided, a certain tract of land situated in the County of Santa Cruz, and State of California, known as the Rancho Soquel.....bounded on the southwest by the Bay of Monterey.....on the northwest by the Soquel River.....on the southeast by the Borregas Gulch.....and on the northwest by the Upper Soquel Ranch, so called, containing about 2,800 acres, more or less, being the same as surveyed under instructions from the United States Surveyor General for California, as the land called Soquel, confirmed to Martina Castro of which tract of land as described, it belongs as follows.....

NOTE: The acreage figure of 2,800, used in both the Summons and Complaint when Rancho Soquel's area is stated..... this figure confused me for a long time. It wasn't solved until I realized what area Martina Castro and her husband Michael Lodge wanted to replace the eastern half of their rancho with because Rafael Castro's cattle and sheep were

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COMPLAINT

Henry W. Peck

PLAINTIFFS

Antonia Peck

versus

Frederick A. Hihn et. als. DEFENDANTS

invading the eastern half making cultivation there impossible. It will be remembered that in late 1843 Martina requested the Governor for relief from her problem, then in a following letter Ricardo Juan asked the Governor to give her the land that lie to the north called PALO YESCA or PALO de la YESCA (which was the low ridge of hills that lined the south side of Bates Creek, northeast from where the creek joins Soquel Creek).

Based on Court and Land Commission testimony, Martina and Michael wanted the land that lie north of the small rancho, from the junction of Bates and Soquel creeks up to the junction of the latter creek with Grover Gulch. This area consists of approximately 1,200 acres (actually slightly less) and curiously contains Thomas Fallon's School Land Warrants Nos. 108, 353 and 354 totaling one square mile.

Frederick A. Hihn and his two plaintiffs did not make the rancho's acreage 1,132 acres larger than the government surveyed total of 1,668 acres, (adding the area that lie just to the south of Joel Bates sawmill at the end of Prescott Road,) out of ignorance. It was done because Hihn wanted his acreage percentage increased and he was willing to have the 1,132 acres removed from the Augmentation. And actually, (the 2,800 acres,) this was the proper acreage that should have been awarded to Martina Castro if the Catholic priests had not been successful in convincing the United States Government to change their rejection of the Augmentation grant.

PLAINTIFFS

HENRY WINEGAR PECK (360/3240)
MARIA ANTONIA PECK (360/3240)

DEFENDANTS

FREDERICK A. HIHN (708/3240)
MARIA GUADALUPE AVERON (360/3240)
MARIA LUISA JUAN (240/3240)
MARIA HELENA LITTLEJOHN (240/3240)
DR. JOHN P.P. VANDENBERG (360/3240)

JOSHUA PARRISH (360/3240)
AUGUSTAS NOBLE (120/3240)
GEORGE K. PORTER (39/3240)
WILLIAM IRELAND (93/3240)

February 13, 1860

COMPLAINT

Henry W. Peck

PLAINTIFFS

Antonia Peck

versus

Frederick A. Hihn et. als.

DEFENDANTS

NOTE: After answering the question of where the additional 1,132 acres came from, the next question that needed solving was how did they arrive at the denominator 3,240. The answer was not arrived at until by accident I multiplied 270 by 12, which equals 3,240. It will be remembered that George K. Porter was the owner of 7/270ths of the Augmentation and Rancho Soquel, and Augustas Noble was the owner of 1/12th undivided parts in both ranches. It should also be noted that 3,240 is divisible by 1/9th, 1/27th and 1/54th.....

It is also stated that the following defendants claim to have some interest in common with the plaintiffs, the nature and extent of which is unknown to the plaintiffs; and whereof, they the said defendants, and each and every of them deny partition to be made though often requested by plaintiffs, through said lands and tenements as so situated as to be susceptible of such partition among all the respective owners thereof, without injury to any of them.

MIGUEL ANTONIO LODGE
BENJAMIN F. PORTER
NICANOR YOUNG
FRANCISCO YOUNG (Alias
FRANCISCO LAJEUNESSE)
FRUITT SINCLAIR
CHARLES PLUM

J.S. REED
CHARLES H. WILLSON
GEORGE H. KIRBY
FREDERICK W. MACONDRAY
THOMAS FALLON
CARMEN FALLON
WILLIAM OTIS ANDREWS
(deceased)

THOMAS COURTIS (in his own
right)
THOMAS COURTIS (as adminis-
trator for BENJAMIN P.
GREEN and JOHN INGOLDSBY)
* MARY E.J. SLADE
* HENRY LAWRENCE

Said plaintiffs, therefore, in order that they may justly apportion themselves in severalty of the respective portions of said lands and tenements belonging to them, and that each of said defendants may severally apportion themselves of their respective shares, pray this Honorable Court, that a summons may be issued to each and every of the said defendants, commanding them to appear and answer this bill of complaint, and that the rights of each and every of these parties, plaintiffs and defendants may be ascertained and determined by the judgment and decree of this court, and that partition of said lands and tenements, may there be made, under the direction of and by Referees appointed by this court, among the parties, plaintiffs and defendants, according as they are respectively entitled, and that the shares of the plaintiffs may be assigned and set off to them jointly, and that the costs may be apportioned among the parties, and for whatever other and further relief may be legal, equitable and just.

And they will ever pray, etc.

signed by Robert F. Peckham, attorney
for the Plaintiffs

The PARTITIONING SUITS
SUMMONS and COMPLAINTS FILED

NOTE: The first session for those claiming ownership in Rancho Soquel, the beginning of a troubled and difficult period that will last seven years, was called to order by Superior Court Judge Samuel B. McKee in the Third District Court in Santa Cruz on February 25, 1860. Following is a sequence of events compiled for the participants both within and without the courtroom during this period. It will not be until August that many additional defendants will join the above defendants when Frederick A. Hihn's partitioning suit's Summons and Complaint would be served for the Augmentation.

The attorneys for the two plaintiffs, both fronting for Frederick A. Hihn and his interests in this first suit that would become known as THE PECK versus HIHN et als SUIT was Robert F. Peckham. Representing the defendants were many attorneys, with the most notable being: John Wilson, James Scarborough and Thomas Curtis, representing both themselves and the grantees of John Ingoldsby; Durrell S. Gregory, and after the Augmentation suit begins Judge Craven P. Hester.

During the trials, several times opposing attorneys will complain of Robert F. Peckham's obvious "conflict of interest," but the court will never act on the complaints. The charges were brought on by Peckham representing the plaintiffs Henry and Antonia Peck while also representing defendant Frederick A. Hihn and the defendants in the INGOLDSBY versus RICARDO JUAN SUIT, which consisted mostly of Martina Castro's daughters and their husbands. Many times on the same day Robert F. Peckham would represent the plaintiffs while answering or opposing one of the defendants, then later represent that same defendant in the same capacity.

FEBRUARY 25, 1860 (Rancho Soquel suit)- The first document filed in the Peck versus Hihn suit was the deed signed by Frederick A. Hihn August 26, 1859 in which he sold Frederick W. Macondray 45.8 acres in Rancho Soquel. The acreage was to come from the 4/10ths of the 1/12th undivided parts he (Hihn) had bid on June 28, 1859 that were formally owned by Adolphe Branda.

PATENTS for RANCHO SOQUEL and the AUGMENTATION
MARCH 19, 1860

And finally the event that many wanted and a few wanted to delay occurred, the President of the United States James Buchanan personally signed the two patents that officially gave Rancho Soquel and the Soquel Augmentation Rancho to Martina Castro. And what did this auspicious event mean to Martina, a woman that entered the Stockton Insane Asylum a short four years earlier then released a year later in such a condition that she was never called to testify on behalf of either the

The PARTITIONING SUITS
SUMMONS and COMPLAINTS FILED

Catholic priests or her own children. It is doubtful based on Carrie Lodge's 1965 interview that she was told of the patents. It is doubtful that she was capable of even understanding what the above event meant.

APRIL 2, 1860 (Rancho Soquel suit)- FREDERICK W. MACONDRAY....In his answer to the Complaint Frederick claims to own 23/600th undivided parts of the rancho. He also denies that he has refused to make partition of the area, and that he is not informed to sufficiently judge whether the plaintiffs or any of the defendants have legitimate claim to land there.

APRIL 7, 1860 (Rancho Soquel suit)- DR. JOHN P.P. VANDENBERG....The correct spelling of the doctor's name is "Van Den Bergh.....The doctor declares that he is owner in fee simple of 1/9th part of the rancho. He further states that he is now and for the last six years has occupied a portion of his rightful claim while making the following improvements.....houses and fences valued at \$2,500 (\$35,000), all of which are permanent and cannot be removed except at great cost.....it is interesting to note that there is no mention of the deed with Frederick A. Hihn in which the doctor, on September 5, 1856 sold Hihn 1/2 of his 1/9th claim in Rancho Soquel.

MAY 1 and 5, 1860- SCHOOL LAND WARRANTS SALE

When Peter Tracy passed away August 7, 1857 he owned a total of 968 acres in the Augmentation, all illegal School Land Warrants. On the above date, before they were "floated" to other locations on Public Land, the Probate Court ordered his acreage divided into four equal sections, each consisting of 242 acres and sold to the highest bidders. The successful bidders were as follows:

- JOEL BATES with a bid of \$360 (\$5,040)
- FRANCIS R. BRADY & BENJAMIN C. NICHOLS with a bid of \$350 (\$4,900)
- AUGUSTAS NOBLE with a bid of \$359 (\$5,026)
- JOHN P. STEARNS and JOEL BATES with a bid of \$375 (\$5,250)

Even though it was known by the bidders that the warrants were located within a Mexican Land Grant, they bid on the land, then continued to claim the acreage within the Augmentation during the upcoming partitioning suit.

JUNE 4, 1860- DEED

On the above date William Ireland sold to Ausustas Noble the 3/10ths of the 1/12th undivided parts in both ranches he had earlier purchased from Benjamin P. Green. Noble paid William \$900 (\$12,600).

JULY 24, 1860- DEED

On April 29, 1859 Maria Luisa and her husband Ricardo Juan sold 1/3rd of her 1/9th claim to land in both ranches to Frederick A. Hihn, with Hihn agreeing to pay them \$1,000 (\$14,000).....\$375 when the deed was signed and the balance for debts that the two had accumulated. In this deed

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Hihn reaffirmed his intention to make his last payment of \$350 (\$4,900) to the last debtor on NOVEMBER 1, 1860.

JULY 24, 1860- DEED

On January 8, 1858 the Littlejohns, Helena and Joseph sold to Frederick A. Hihn 1/3rd of Helena's 1/9th claim to land in both ranches with Hihn agreeing to pay their court costs, win or loose, in the Ingoldsby versus Ricardo Juan suit while paying them \$2,000 (\$28,000) when the deed was signed.

In this second deed with Hihn, the Littlejohns sold Helena's remaining 2/27ths claim to land in the Augmentation for \$10,000 (\$140,000). This deed, like the first deed included a clause that Hihn would pay their court costs, win or lose, this time for the upcoming partitioning suit (for the Augmentation).

JULY 24, 1860- DEED

In this deed Nicanor Lajeunesse sold, for \$500 (\$7,000) her 1/9th claim to land in both ranches to Frederick A. Hihn. The next day her husband, Francisco was paid \$50 (\$700) in gold by Hihn for signing the deed. This transaction plus the two deeds signed earlier in which the two sold her entire claim in both Rancho Soquel and in the Augmentation plus the part that Hihn played in Nicanor's divorce in process while this latest deed was being signed will not be further discussed here. The earlier deeds, this latest one plus Nicanor's divorce are discussed fully in the SUPPLEMENT, in the Nicanor Lajeunesse story and in CHAPTER 14.

JULY 24, 1860- DEED

After Nicanor Lajeunesse and her husband signed the deed in which Nicanor's 1/9th claim to land in both ranches passed on to Frederick A. Hihn, for \$250 (\$3,500) Hihn sold 1/2 of the 1/9th claim in the Augmentation to his friend and now partner, Henry W. Peck. The purpose of this sale is never discussed for the record, but one doesn't have to look any farther then the sale being a simple "payoff" to Henry for agreeing to be the plaintiff in the Soquel Rancho partitioning suit and agreeing to pay half of Robert F. Peckham's initial fee of \$1,500 (\$21,000).

JULY 25, 1860 (Rancho Soquel suit)- CHARLES H. WILLSON....Charles answers the Complaint by stating that he owns 1/18th undivided parts of both ranches through his deed with Joseph L. Majors on May 26, 1858.

JULY 27, 1860 (Rancho Soquel suit)- BENJAMIN F. and GEORGE K. PORTER....
In a single answer to the Complaint, the cousins state that the plaintiffs and some of the defendants are seized of in fee, but to what extent they do not know. BENJAMIN F. PORTER claims ownership of the five acres on which a certain tannery, vats and buildings for the manufacture of leather are located just to the north of the County Road (today Soquel Drive). GEORGE K. PORTER claims

The PARTITIONING SUITS
SUMMONS and COMPLAINTS FILED

ownership of 7/10ths of 1/3rd part of 1/9th (a total of 7/270th undivided parts) through his Sheriff's deed under an execution against the property of William Otis Andrews on April 21, 1858. The two cousins, now partners, jointly claim that they have made valuable improvements since the tannery was purchased including adding houses and fences for their own use to the value of \$5,000 (\$70,000) and are permanent and cannot be removed except at great cost and loss.

JULY 27, 1860 (Rancho Soquel suit)- JOSHUA PARRISH....Joshua, in his answer to the complaint states that he is the owner of 1/9th undivided part of the ranch through his deed with Carmel and Thomas Fallon on August 1, 1853. He continues that he is now, and has been for the last seven years in occupancy of a portion of his claimed land, and while in such occupancy he has made valuable improvements, to wit: an orchard, houses, barns and fences, for his own use to the value of \$2,000 (\$28,000) which are permanent and cannot be removed except at great cost and loss.

Joshua Parrish continues his answer by asking that the court in considering his ownership claim, that the value of his land, quality and quantity relatively considered, that his improvements not be considered as part of the value of his claim.

JULY 31, 1860 (Rancho Soquel suit)- HENRY and ANTONIA PECK answer CHARLES H. WILLSON....The two plaintiffs deny that Charles H. Willson is the owner of the 1/18th he claims, and that he has no claim to the same percentage in the Augmentation, or to any claim whatsoever.

AUGUST 4, 1860 (Rancho Soquel suit)- FREDERICK A. HIHN....Frederick begins his answer to the complaint by stating that it is not true that defendants Dr. John P.P. Vandenberg or Charles H. Willson are entitled to have any share or interest in the lands described in the complaint.

Hihn continues that he is seized in fee simple, and is in the possession of and entitled to have in severalty 8/27ths of the Rancho Soquel and is ready to verify his claims

AUGUST 4, 1860 (Rancho Soquel suit)- HENRY and ANTONIA PECK answer BENJAMIN F. and GEORGE K. PORTER....The two plaintiffs deny that the Porter cousins are the owner of or entitled to have any land in the rancho including the five acre tannery sold to Benjamin by Luisa and Ricardo Juan.

AUGUST 10, 1860 (Rancho Soquel suit)- HENRY and ANTONIA PECK through their attorney ROBERT F. PECKHAM ask that several persons, namely Thomas Courtis, Mary E.J. Slade and Henry Lawrence be added to the complaint and that a summons be served them.

AUGUST 14, 1860 (Rancho Soquel suit)- CHARLES H. WILLSON....The attorneys for Willson, John Reynolds and David Clarke file a deposition for their client stating that all matters to date depending in the above entitled cause on the part of Charles H. Willson are withdrawn. After the deposition is presented they are joined by the attorneys for Frederick W. Macondray and Augustas Noble and agree that the plaintiffs may apply to the court at the next term to be held in the present month of August to amend the complaint. They also agree that the cause before the court be continued for the term, and until the next December term.

HIHN versus PECK (Augmentation Suit)

August 14, 1860

SUMMONS

Frederick A. Hihn PLAINTIFF
versus
Henry W. Peck et. als. DEFENDANTS

The People of the State of California, Greeting to

ANTONIA PECK
JOSE LITTLEJOHN
HELENA LITTLEJOHN
RICARDO FOURCADE JUAN
LUISA JUAN
JOSEPH AVERON
GUADALUPE AVERON
FREDERICK C. HIHN
CHRISTIAN MILLER
AUGUSTAS NOBLE
JOHN L. SHELBY
ROGER G. HINCKLEY
GEORGE K. PORTER
CYRUS COE
RICHARD SAVAGE

BENJAMIN FARLEY
GEORGE W. KIRBY
HENRY F. PARSONS
FRANCIS R. BRADY
BENJAMIN C. NICHOLS
JOEL BATES
JOHN P. STEARNS
FRANCIS M. KITTRIDGE
ASA W. RAWSON
LYMAN JOHN BURRELL
H.B. HOLMES
BENJAMIN F. PORTER
HENRY CAMBUSTAN
JOAQUIN BOLEDO
JOHN WILSON

JOSEPH S. ALEMANY
FREDERICK W. MACONDRAY
CRAVEN P. HESTER
JAMES TAYLOR
THOMAS FALLON
CARMEL FALLON
CHARLES H. WILLSON
* THOMAS COURTIS (in
his own right)
* THOMAS COURTIS (as
administrator for
Benjamin P. Green)
* WILLIAM OTIS ANDREWS
* MARY E.J. SLADE
* HENRY LAWRENCE

* On October the 3rd of 1860 an amended summons and complaint were served on the above defendants and plaintiff, adding the above persons, all of San Francisco.

You are hereby required to appear in the action brought against you by the above named plaintiff in the District Court of the Third Judicial District of the State of California, in and for the County of Santa Cruz, and to answer the complaint files herein, (a copy which accompanies this summons,) within ten days, (exclusive of the day of service,) after the service on you of this summons, if served in the county; or, if served out of this county, but within this Judicial District, within twenty days; or, if served out of said District, then within forty days.....or judgement by default will be taken against you according to the prayer of said complaint.

The said action is brought to procure a sale, and a division of the proceeds among the respective owners thereof, of the following described lands and tenements, situate in the State of California, County of Santa Cruz, and County of Santa Clara, and known there as the Augmentation of the Soquel Ranch, bounded by a line commencing at the northwest corner of the Soquel Ranch, and running up the Soquel River to the place known as Palo de la Yeska; thence to the Laguna Sarjento; thence to, and including the Loma Prieta; thence to the Chuchitas; thence to the Cuatro Leguas; thence to the northwest corner of Aptos Ranch; thence to the northeast corner of the Soquel Ranch, and from thence to the place of beginning, containing thirty-two thousand seven hundred and two acres, more or less; and in the mean time, to procure an injunction against the defendants Francis R. Brady, Benjamin C. Nichols, Richard Savage and Joel Bates, to prevent them from cutting timber and committing waste on said premises.

HIHN versus PECK (Augmentation Suit)

August 14, 1860

SUMMONS

Frederick A. Hihn

PLAINTIFF

versus

Henry W. Peck et. als.

DEFENDANTS

And you are hereby notified that if you fail to appear and answer the said complaint as above required, the said plaintiff will apply to the court for the relief demanded in the complaint.

Given under my hand and the Seal of the Third Judicial District, of the State of California, in and for the said County of Santa Cruz, this 14th day of August, in the year of our Lord One Thousand, Eight Hundred and Sixty.

Signed by D.J. Hasmal, Clerk

HIHN versus PECK (Augmentation Suit)

August 14, 1860

COMPLAINT

Frederick A. Hihn

PLAINTIFF

versus

Henry W. Peck et. als.

DEFENDANTS

The following defendants live in Santa Cruz County.....

ANTONIA PECK
JOSE LITTLEJOHN
HELENA LITTLEJOHN
RICARDO FOURCADE JUAN
LUISA JUAN
JOSEPH AVERON
GUADALUPE AVERON
FREDERICK C. HIHN
CHRISTIAN MILLER

AUGUSTAS NOBLE
JOHN L. SHELBY
ROGER G. HINCKLEY
GEORGE K. PORTER
CYRUS COE
RICHARD SAVAGE
BENJAMIN FARLEY
GEORGE W. KIRBY
HENRY F. PARSONS

FRANCIS R. BRADY
BENJAMIN C. NICHOLS
JOEL BATES
JOHN P. STEARNS
FRANCIS M. KITTRIDGE
ASA W. RAWSON
LYMAN JOHN BURRELL
H.B. HOLMES
BENJAMIN F. PORTER

The following defendants live in Monterey County.....

HENRY CAMBUSTAN

JOAQUIN BOLEDO

The following defendants live in San Francisco County.....

JOHN WILSON
* WILLIAM OTIS ANDREWS
* HENRY LAWRENCE
* MARY E.J. SLADE

FREDERICK W. MACONDRAY
* THOMAS COURTIS (as
administrator for
BENJAMIN P. GREEN)

JOSEPH S. ALEMANY
* THOMAS COURTIS (in
his own right

HIHN versus PECK (Augmentation Suit)

August 14, 1860

COMPLAINT

Frederick A. Hihn

PLAINTIFF

versus

Henry W. Peck et. als.

DEFENDANTS

the land above described, and by so doing, are wasting and destroying the value of the said estate; and that said defendants above named, if unrestricted, will continue to cut said timber and destroy said premises, and by so doing commit great and irreparable injury to plaintiff and interest in said estate.

Wherefore Plaintiff prays, that each and every one of the defendants, may be summoned before the court to answer this Bill of Complaint, and show this court the respective interest which each of them have in the land and tenements above described; and that a summons may be addressed to, and served by publication, on the persons who have, or claim any interest in said lands and tenements, and the ownership and responsibility in said lands and tenements, may be ascertained by this court; and that a sale of said lands and tenements be had under the direction of this court, and the proceeds thereof divided among the several parties in interest they shall be found entitled by the judgement of this court; and in the meantime, that said defendants Francis R. Brady, Benjamin C. Nichols, Richard Savage and Joel Bates, may be enjoined from cutting and wasting the timber growing and standing on said premises; and for such further and other relief as may be according to law, equity and good conscience.

Signed by Robert F. Peckham, Attorney for the plaintiff Frederick A. Hihn

AUGUST 20, 1860 (Rancho Soquel suit)- AUGUSTAS NOBLE....In his answer to the complaint, Augustas claims ownership of 201/3,240ths of the contested land.

NOTE: Augustas purchased 1/12th of the ranch on May 3, 1856 then another 3/10ths of 1/12th on June 4, 1860.....

Augustas Noble continued his answer to the complaint by stating that since May of 1856 he has been residing on a portion of the rancho without objection of those claiming joint interest and ownership, and that he has made permanent and substantial and valuable improvements, consisting of a dwelling home, outhouses, etc., totalling about \$10,000 (\$140,000).

AUGUST 20, 1860- STIPULATIONS

On the above date Frederick A. Hihn agreed in two stipulations, the first with Francis R. Brady and his partner Benjamin C. Nichols, and the second with Richard Savage. Hihn stated in the two papers, that even though he was about to apply for an injunction against each from cutting timber and committing waste within the Augmentation, he will not make such application if each of the defendants will agree to cease all cutting and creating waste for the next eight months from the above date. The three defendants agree to stop their logging efforts for the next eight months.

The PARTITIONING SUITS
SUMMONS and COMPLAINTS FILED

AUGUST 21, 1860- INJUNCTION REQUESTED

On the above date Frederick A. Hihn applied to the Third District Court for an injunction against Joel Bates to stop his cutting of the standing timber in the Augmentation except such as is needed for the use of the land. The court issued the injunction as requested the next day.

AUGUST 22, 1860- INJUNCTION ISSUED

The Third District Court issues the injunction requested by Frederick A. Hihn against Joel Bates. Now Joel must stop his logging from the land within the vicinity of Bates Creek and Grover Gulch. Joel now joins Francis R. Brady and partner Benjamin C. Cahoon, and Richard Savage in shutting down their sawmills.

CHAPTER 12

CHAOS IN THE COURTROOM

Intentially left blank.

CHAOS IN THE COURTROOM

The first session for the persons claiming ownership in the Augmentation was called to order by Superior Court Judge Samuel B. McKee in the Third District Court in Santa Cruz on September 6, 1860. Now, not only would the two partitioning suits be run concurrently, but they would be conducted in the same courtroom, before the same judge, and on many days testimony would be taken on the same day in both suits. Not only would testimony be taken in the same courtroom before the same judge with the same attorney serving the plaintiffs in both suits, but many of the attorneys for the defendants, serving clients in both suits, were also forced to testify for both suits on the same, or very next day.....and then there is the obvious "conflict of interest" charges brought against Robert F. Peckham discussed in CHAPTER 11.

SEPTEMBER 6, 1860 (Augmentation suit)- JOEL BATES answers Frederick A. Hihn's complaint by first denying that Hihn is the owner of 13/54ths of the Augmentation, instead he is the owner of no more than 1/27th part of the premises.

Joel also denies that the Augmentation cannot be divided among the proper owners, and he further denies that the area's chief value is its timber trees. He also denies that his cutting of trees has caused irreparable injury to the plaintiff and to his other cotenants, or has been destructive to the chief and principal value of the whole area. Instead, Joel contends that his cutting of the timber on his lands has actually increased their value by allowing roads to be built through the cut-over land.

Joel Bates continues.....that he is the owner of 1/27th part of the Augmentation which is less than his total lands which consist of School Land Warrants. He concludes that he has erected at great cost and expense permanent improvements at the mouth of (Grover Gulch) along the west side of Bates Creek that total about \$10,000 (\$140,000), consisting of a dwelling house, a steam saw-mill, a barn, fencing and other improvements, and that they all can be set apart from the lands of the plaintiff and other defendants.

DEED-ARCHBISHOP ALEMANY to THOMAS COURTIS

. September 7, 1860

SEE APPENDIX B

It would appear from this deed that the archbishop was desirous to have his participation in the attempt to acquire ownership of Martina Castro's two ranches removed from public scrutiny. In this deed, for the sum of \$250 (\$3,500) he sold to attorney Thomas Curtis all of his claim to land in both ranches which, after the agreement entered into by the three priests with attorneys John Wilson and James Scarborough on September 11, 1855 was satisfied, would total 1/6th of the total lands not sold to others. When this deed was signed, Curtis now added to his claim of ownership, which included the 2/3rds of 1/8th purchased from Cyrus Coe May 26, 1858 and the 1/6th he claimed through his being appointed administrator of the deceased John Ingoldsby's estate.....still outstanding was the 1/6th claimed by the Father John Llebaria now working for the Catholic Church down in Mexico.....this 1/6th claim.

NOTE: With the signing of this deed, if Martina Castro's heirs were to loose the upcoming INGOLDSBY versus RICARDO

CHAOS IN THE COURTROOM

JUAN battle in the partition suits, Thomas Curtis's claim of ownership totals 41.667-percent of both ranches; a total of 13,626 acres in the Augmentation's total of 32,702 acres, and 695 of Rancho Soquel's 1,668 acres!

SEPTEMBER 8, 1860 - APPEAL to SUPREME COURT

On the above date Joel Bates appealed to the State Supreme Court concerning the lower court's issuance of Frederick A. Hihn's injunction to stop his logging activity within the Augmentation.....remember that the only other two logging activities in the Augmentation were inactive waiting for the higher court's decision on Joel Bates appeal (the logging waiting in abeyance were the activities conducted by Richard Savage and partners Francis Brady and Benjamin Nichols).

SEPTEMBER 10, 1860 (Augmentation suit)- FRANCIS R. BRADY and BENJAMIN CAHOON NICHOLS answer the complaint similiar to Joel Bates, except they claim that through their deed dated October 19, 1859 with the Wesley Burnett & Company they are the owners of 1/6th of 1/9th, or 1/54th undivided part of the Augmentation, and that at their own expense they have made valuable and costly improvements totaling \$2,000 (\$28,000) consisting of a dwelling house, fencing, a mill dam and other improvements.....remember their sawmill, purchased from Wesley Burnett & Company was along the west side of Soquel Creek, between the creek and old Mountain School.

NOTE: The two partners also claim, as did Joel Bates, that the percentage of land claimed did not include the 242 acres of School Land Warrants purchased May 1, 1860.

SEPTEMBER 21, 1860 (Augmentation suit)- FREDERICK A. HIHN answers JOEL BATES and partners FRANCIS R. BRADY and BENJAMIN C. NICHOLS.....in both answers Hihn states that the extra land that they claim (School Land Warrants) is illegal, therefore they can claim only the land purchased through deeds. Hihn also claims that both parties have over valued their improvements to a great extent, that the portion that Joel Bates has been cutting timber on has not increased by the cutting, and that the three defendants lands can be set off without injury to himself and others.

SEPTEMBER 22, 1860 (Augmentation suit)- LYMAN JOHN BURRELL's answer to Hihn's complaint is simple and short.....he conceeds that Hihn has some interest in the area, but to what extent he does not know. He contends, that if it is the 13/54ths claimed, then there is plenty of land left in which to take his 1/27th undivided part from. Lyman also denies that the area is so situated that it cannot be divided and his share established without injury in a great degree, or cause injury to the plaintiff and other defendants.

SEPTEMBER 22, 1860 (Augmentation suit)- ROGER GIBSON HINCKLEY and JOHN LAFAYETTE SHELBY answer Hihn's complaint similiar to Joel Bates and Brady and Nichols except they claim ownership of 3/108th parts of the area between them. They claim that they have at their own expense and cost jointly erected valuable and permanent improvements valued at \$2,500 (\$35,000) consisting of a water powered sawmill, a millpond dam, flume and mill race, dug a tunnel through the ridge between Soquel and (Hinckley) creeks, a dwelling house and enclosed all facilities with fencing which include several outhouses.

The partners also contend that their land is so situated that a partition of the same can be made without prejudice to any of the other owners thereof.

Hinckley and Shelby continue that there is a lein upon 1/4 of their claim which includes the sawmill known as the Hinckley and Shelby mill, all of the supporting buildings including the outhouses, against Richard Savage. In the deed they

CHAOS IN THE COURTROOM

entered into with Richard Savage, Richard agreed to pay \$1,800 (\$25,200), which was due on September 1, 1860. The entire amount plus the interest is past due.....

SEPTEMBER 25, 1860 (Augmentation suit)- GEORGE W. KIRBY, through his attorney JOHN P. STEARNS, himself a defendant, states that both he and his client do not believe that the plaintiff holds claim to 13/54ths of the area, but what the proper claim is, they do not know.

Both defendants deny that the area is so situated that it cannot be divided and the respective shares set off and assigned to the proper owners without injury to the several parties in interest.

George Kirby, through his deed with Montgomery B. Shackelford dated January 29, 1855, states that for five years and more by the consent of several claimants and owners (Thomas W. Wright, the deceased Peter Tracy and Shackelford), that he has been in the quiet, peaceful and undisturbed possession of a certain portion of the area located in its far southwest corner (where Bates and Soquel creeks join) upon which he has erected lasting and valuable improvements totaling \$1,000 (\$14,000) and more

Kirby claims that his 1/27th undivided part of the Augmentation can be set off to him and should include his improvements, and that the referees be refrained from including the value of the improvements in the value of the land.

SEPTEMBER 29, 1860 (Augmentation suit)- RICHARD SAVAGE ANSWERS Hihn's complaint by stating that while the plaintiff has claim to land in the area, he does not know its extent. He continues that he is siezed in fee simple of 1/96th part of the premises, and that the land is so situated that it can be set off from other lands without injuring the plaintiff or other defendants.

Richard Savage continues.....that he is, and by himself, his predecessors and partners for a long time before the commencement (of this action) been in the actual, peaceable and quiet and exclusive possession (of a portion) of the premises, and has built and made permanent and valuable improvements thereon (his 348 acres, or thereabouts), consisting of a waterpowered sawmill, a mill race for the water, a flume, a tunnel through the ridge leading to Soquel Creek, houses, buildings and fences, all with a value of \$5,000 (\$70,000) or thereabouts, and that such possession has been had, and such improvements made and erected with the knowledge and consent of the plaintiff and the other persons interested in the Augmentation.

Richard concluded.....that because the area is so very large it cannot be sold in one parcel without great sacrifice and prejudice to the rights of the others with interest in the premises, and that the value of his land not include the value of the improvements, but if the area is sold in its entirety, then his improvements be included and added to the value of the land.

SEPTEMBER 29, 1860 (Augmentation suit)- FREDERICK A. HIHN answers LYMAN JOHN BURRELL by denying that he is properly informed and it is not true that he is intrusted of 1/27th part or any part of the area.....remember that Lyman still owes Henry and Antonia Peck \$500 (\$7,000), stated in a note signed when he purchased his 1/27th undivided part (from the Pecks).....a note that both Henry Peck and Frederick A. Hihn will try to take advantage of later!

SEPTEMBER 29, 1860 (Augmentation suit)- FREDERICK A. HIHN answers GEORGE W. KIRBY by stating that Kirby is not entitled to 1/27th parts of the premises, and that his improvements are worth no more than \$100 (\$1,400).

OCTOBER 2, 1860- DEEDS

On the above date two deeds were signed by Henry and Antonia Peck which were identical to deeds signed earlier with Joel Bates (on November 21, 1859) and Lyman John Burrell (on April 13, 1859). Purpose of these identical deeds in which no additional money passed between the grantors and the grantees

CHAOS IN THE COURTROOM

OCTOBER 2, 1860 (Continued)

is not stated in the papers. One possible reason for these second deeds is that when they were signed Henry Peck was working for the benefit of John Ingoldsby, who at the time was the legal owner of both ranches.....

OCTOBER 3, 1860

On the above date the amended summons and complaints for both Rancho Soquel and the Augmentation partitioning suits were served to all defendants adding Thomas Curtis and several additional persons that had purchased claims through John Ingoldsby.....copies of the papers were actually served to all defendants the following day on October 4, 1860.

OCTOBER 11, 1860 (Rancho Soquel suit)- BENJAMIN F. and GEORGE K. PORTER answer the amended complaint with statements identical with their answers of July 27, 1860.

OCTOBER 15, 1860 (Augmentation suit)- FREDERICK A. HIHN answers RICHARD SAVAGE by stating that Richard has some interest in the area but he is not advised as to the extent or nature of the interest. He also denies that Richard Savage and his predecessors and grantors "for a long time" before this action began has been in the actual peaceable and quiet and exclusive possession of a portion of the premises, and that the improvements are valued at \$5,000 (\$70,000), but are actually worth no more than the \$1,800 (\$25,200) that he paid for them.

OCTOBER 15, 1860 (Augmentation suit)- JAMES TAYLOR answers Hihn's complaint that there seems that there is plenty of land for his 1/54th claim if the plaintiff's claim totals 13/54ths. James also makes the same statement, denying that the land is so situated that it cannot be divided and his share set off without injury in a great degree, or cause injury, to several parties in interest.

OCTOBER 17, 1860 (Rancho Soquel suit)- DR. JOHN P.P. VANDENBERG answers the amended complaint with statements nearly identical to his first answer on April 7, 1860. Where the doctor's answer differs from his first answer is that this time he elaborates heavily on the validity of his deed with Nicanor and Francisco Lajeunesse dated January 21, 1854 in which he purchased Nicanor's 1/9th claim in Rancho Soquel. The reason for his concern is Nicanor's deed with Frederick A. Hihn dated July 24, 1860 in which she sold to Hihn her 1/9th claim to land in both ranches.....questions are being raised as to the validity of the doctor's deeds because it was not properly notarized by a Notary Public, or an officer of the court as specified in the ACT of April 1850.

OCTOBER 17, 1860- DEED

In this deed, for \$1,000 (\$14,000) Maria Luisa and her husband Ricardo Juan sold 1/3rd of her 1/9th claim to land in the Augmentation to the Amayo brothers, Casimero and Dario. The brothers had settled earlier just to the south of the Summit (Road) just slightly to the west of Lyman Burrell's Mountain Home (located along the north side of the Summit Road slightly northwest of today's Burrell School). They built several homes and cultivated the surrounding land, planting mostly fruit trees. Because of the many redwoods that were growing within the 1/27th claim to land they had purchased from the Juans', and the many logging activities that occurred both on and around their land, the brothers have been considered to be loggers. This assumption, while partly true, is mostly incorr-

CHAOS IN THE COURTROOM

OCTOBER 17, 1860 (Continued)

ect.....the brothers were mostly interested in cultivating their land, leasing the land and selling the stumpage rights to others, later in the company of Frederick A. Hihn

NOTE: The proper spelling of the brothers last name is AMAYO, not AMAYA, the spelling used today. In Spanish o is masculine, while a is feminine.....in earlier documents whenever the brothers signed they ended their last name with an o. It is only after they die and their wives sign papers that they used an a at the end of their last name.

OCTOBER 30, 1860 (Rancho Soquel suit)- THOMAS COURTIS, MARY E.J. SLADE, HENRY W. LAWRENCE and CHARLES PLUM answer the complaint of Henry and Antonia Peck by stating that he, Thomas Courtis is seized in fee of 1/6th parts of the premises through his deed with the Archbishop Joseph Alemany and an additional 2/3rds of 1/8th undivided part through his deed with Cyrus Coe.

On the part of the other three defendants, before the death of Benjamin P. Green Mary E.J. Slade purchased 1/4 of his 1/12th claim; Henry W. Lawrence 3/20ths of 1/12th; and Charles Plum 1/10th of 1/12th.

Thomas Courtis concludes his answer by stating that neither the plaintiffs or any of the defendants are seized in fee simple of any portion of the premises mentioned in the complaint.

NOVEMBER 8, 1860

At the request of John Wilson the Agreement entered into between the Archbishop Joseph S. Alemany, Father John Llebaria and John Ingoldsby in which it is stated that attorneys John Wilson and James Scarborough have been hired is recorded for the record (the agreement was signed September 11, 1855).

It is interesting to note that the Agreement signed on September 2, 1857 between the Archbishop Joseph Alemany and John Ingoldsby, which is identical with the earlier agreement except for the lack of mentioning Father John Llebaria was recorded for the record immediately after it was signed by the two.

When the older of the two agreements was filed on the above date, John Ingoldsby was dead and Father Llebaria was performing his duties for the Catholic Church down in Mexico.

NOVEMBER 24, 1860 (Rancho Soquel suit)- On this date subpoena's are served by Sheriff John T. Porter and his deputy Samuel Dunnan to Miguel Lodge, Lambert B. Clements, O.K. Stampley, James Murphy, I.C. Willson, Joseph L. Majors, and to himself, John T. Porter, to testify on behalf of the upcoming Agreement between Charles H. Willson and Frederick A. Hihn which is scheduled for debate on December 17, 1860.

DECEMBER 16, 1860- DEED

In this deed Jones Hoy, for \$500 (\$7,000) sold his 1/18th undivided part (1/2 of 1/9th) claim to land in the Augmentation to George W. Evans.....it will be remembered that the first deed entered into after Martina Castro's deed of

CHAOS IN THE COURTROOM

DECEMBER 16, 1860 (Continued)

August 29, 1850 was signed between Josefa and her husband Lambert B. Clements in which the two sold to Hoy and Fruitt Sinclair Josefa's 1/9th claim in both ranches.....each claiming a 1/18th ownership in each ranch.

This deed will be contested by Frederick A. Hihn. He will claim that this was the 1/18th undivided part that Jones Hoy sold to Joseph L. Majors on July 25, 1853, then on July 3, 1858 Joseph L. Majors sold to him (Hihn).....both of these earlier transactions have been previously discussed.

DECEMBER 14, 1860 (Augmentation suit)- BENJAMIN FARLEY.....see next entry

DECEMBER 17, 1860 (Augmentation suit)- CRAVEN P. HESTER answers Hihn's complaint by stating that the plaintiff (Hihn) has some interest in the Augmentation, but as to the amount, he is not advised, but if it is 13/54ths, then there is plenty of land left for his 1/48th part.

Because he is an acting County Judge, Hester is acting both as attorney for Benjamin Farley and for himself as well. On behalf of his friend Benjamin, Hester's answer to the court for the complaint is identical with his own.

DECEMBER 17, 1860 (Augmentation suit)- CHARLES H. WILLSON answering Hihn's complaint states that he is the owner of 1/18th undivided part in both ranches, and who owns the other 17/18ths he does not know. He also denies that the Augmentation's lands cannot be partitioned among the several owners thereof advantageously to all the owners thereof.

AGREEMENT BETWEEN CHARLES H. WILLSON and FREDERICK A. HIHN
December 17, 1860-Rancho Soquel suit

The purpose of this agreement is to establish Charles H. Willson's ownership of 1/18th undivided parts in both ranches through his deed of May 26, 1858 with Joseph L. Majors before he sells his (supposed claim) to Frederick A. Hihn in both ranches.

Before the Agreement was entered into between the two parties, Robert F. Peckham, the attorney for the plaintiff Frederick A. Hihn entered into the record the following paper.....

CHATTLE MORTGAGE
October 4, 1854

On October 4, 1854 a Chattle Mortgage was entered into between Joseph L. Majors and Charles Watson of San Francisco. For a debt owed to Charles Watson, Joseph L. Majors and his wife Maria Los Angeles de Castro Majors passed title to all their cattle, which included oxen, bulls and cows, heifers and calves plus all of the horses including stallions, geldings, mares and colts. The total of the debt was \$1,634 (\$22,876). The mortgage paper ended with the terms and number of payments that Joseph L. Majors was to give Watson.

NOTE: Because of the lack of full documentation available on the above transaction, and the paper that transferred the debt from Charles Watson to Charles H. Willson, this transaction and its following repercussions concerning ownership of land within both Rancho Soquel and the Augmentation will be discussed based on the court assigned referee's findings, which are as follows.....

When the cattle and horses were given to Charles Watson by Joseph L. Majors, they were placed in the custody of the sheriff, who inturn placed them in the custody of Jones Hoy. After several payments by Majors were made over the years (by Majors), on April 15, 1856 Charles Watson sold, transferred and assigned all the right and intrust of the chattel mortgage to Charles H. Willson.

After Joseph L. Majors made several payments to Charles H. Willson, he

CHAOS IN THE COURTROOM

(Majors) approached Willson with \$688.18 in gold and silver coin (a total of \$9,634.52 today), offering to pay the original debt in full. Charles H. Willson refused the money, stating that he wanted the animals and the money that would be derived from their sale. After the animals were sold, it was considered by both Frederick A. Hihn and Charles H. Willson that Joseph L. Majors was the owner of 1/18th undivided parts in both Rancho Soquel and the Augmentation.

To quickly review the transactions that transpired beginning with the first deed entered into based on Martina Castro's August 29, 1850 deed.....

Maria Josepha and Lambert B. Clements sell her 1/9th claim to land in both ranches to partners Jones Hoy and Pruitt Sinclair on March 30, 1852.

On July 25, 1853 Jones Hoy sold his 1/18th (1/2 of 1/9th) to Joseph L. Majors.

Because he was experiencing financial difficulties, the court ordered Majors to auction off his 1/18th claim in both ranches and his additional lands in Rancho Refugio and Rancho San Augustine. On May 26, 1858 the high bidder was Charles H. Willson.

Due to an error in the court's proceedings, Joseph L. Majors 1/18th claim to land in the Augmentation and Rancho Soquel were again auctioned off, and on July 3, 1858 the high bidder was Frederick A. Hihn

Because the deed with Charles H. Willson preceded Hihn's, Willson's deed took precedence, therefore both considered that Willson was the owner of the 1/18th in both ranches.

DECEMBER 19, 1860 (Augmentation suit)- FREDERICK W. MACONDRAY answers the complaint by stating that he is the owner of 1/30th (4/120ths) undivided parts of the Augmentation, and denies that the area is so situated that it cannot be divided and the respective shares set off and assigned to the respective owners without injury in a great degree to the several parties, to the contrary, he alleges that partition can be made without prejudice to the owners.

JANUARY 2, 1861 (Augmentation suit)- GEORGE W. EVANS' answer to Hihn's complaint for the most part is identical with most of the preceding answers. Evans claims his 1/18th claim to land in the Augmentation through his deed with Jones Hoy dated December 16, 1860.

JANUARY 5, 1861 (Augmentation suit)- FREDERICK A. HIHN answers CHARLES H. WILSON by stating that it is not true that Willson is the owner in fee simple of 1/18th undivided part in the area.

JANUARY 5, 1861 (Augmentation suit)- FREDERICK A. HIHN answers FREDERICK W. MACONDRAY by stating that his claim to land should be 1/120th undivided parts instead of the 1/30th part he claims.

JANUARY 5, 1861 (Augmentation suit)- FREDERICK A. HIHN answers GEORGE W. EVANS by stating that he has no claim to land in the Augmentation.

JANUARY 9, 1861 (Augmentation suit)- BENJAMIN F. and GEORGE K. PORTER together answer Hihn's complaint by stating that he is the owner of land in the area, but to what extent they do not know. Speaking for himself, George K. Porter claims ownership of 7/10ths of 1/3rd part of 1/9th (a total of 7/270th undivided parts) through his Sheriff's deed under an execution against the property of William Otis Andrews on April 21, 1858.

BENJAMIN F. PORTER states that he owns 7/54ths of the Augmentation through his deed with Durrell Gregory dated August 13, 1859.....he claimed 8/54ths of the area through Gregory, but sold 1/54th undivided part on January 20, 1860 to James Taylor.

Both Porter cousins state that they believe that the area may be divided amongst the respective tenants, and that they are also both informed and bel-

CHAOS IN THE COURTROOM

ieve and charge that certain of the defendants, namely Joel Bates, partners Francis R. Brady and Benjamin C. Nichols and Richard Savage are and have been committing waste and spoilation within the area by cutting of valuable trees thereon as alleged in the complaint.

JANUARY 15, 1861 (Rancho Soquel suit)- FREDERICK A. HIHN answers the amended complaint received October 4, 1860 which is identical to his answer to the first complaint August 4, 1860. He again prays that the court will find, and assign him his claimed 960/3,240 th parts.....or 8/27ths.

JANUARY 15, 1861 (Rancho Soquel suit)- HENRY and ANTONIA PECK answer JOSHUA PARRISH by denying that he has occupied less than the 1/9th that he claims through his deed with Carmel and Thomas Fallon, signed August 1, 1853.

JANUARY 15, 1861 (Rancho Soquel suit)- HENRY and ANTONIA PECK answer the PORTER cousins, BENJAMIN F. and GEORGE K. They deny that Benjamin F. Porter is the owner of the five acres on which sits the tannery sold to him by the Juans. They next deny that George K. Porter is the owner of the 7/270th parts supposedly acquired through his deed with the deceased William Otis Andrews on April 21, 1859.

JANUARY 18, 1861 (Augmentation suit)- FREDERICK A. HIHN answers the PORTER cousins, BENJAMIN F. and GEORGE K. Hihn denies that either man has any claim, legal or otherwise, to land in the Augmentation.

JANUARY 21, 1861 (Augmentation suit)- HENRY PECK answers Hihn's complaint by first stating that defendants GEORGE W. KIRBY; HENRY P. PARSONS; AUGUSTAS NOBLE; FRANCIS M. KITTRIDGE; ASA W. RAWSON; JOHN P. STEARNS; or HENRY CAMBUSTAN have any right to title or intrust in the area.

Henry Peck continues.....that he is informed and believes that Francis R. Brady and his partner Benjamin C. Nichols have the right and title or intrust to only 1/54th part of the area.....and that Joel Bates can claim no more than 1/27th part.....this last answer was denying the affore mentioned defendants the right to claim their School Land Warrants totaling 242 acres each by partners Francis Brady and Benjamin Nichols and Joel Bates.

In his own right Henry claims that he is seized in fee simple, and entitled to have 7/54th parts of the area, which may be adjusted to 2/27th parts if the Augmentation is put up for sale

NOTE: To clarify Henry Peck's ownership claim in the Augmentation, the following is presented.....On August 29, 1859 Henry acquired his brother-in-law Miguel Lodge's 1/9th claim in both ranches, then on July 24, 1860 Frederick A. Hihn sold him 1/18th of the Augmentation. Now Henry was the owner of 9/54ths of the Augmentation. From this total Henry deducted Lyman Burrell's 1/27th part sold on April 13, 1859 leaving him his claimed 7/54ths. Then, as he stated, if the area were sold, then the 1/27th sold to Joel Bates on November 21, 1859 and the 1/54th sold to Wesley Burnett & Co. September 14, 1859 could be deducted which would leave him with 4/54ths or 2/27th undivided parts.

If his claim to land were to be reduced to 2/27ths, then his wife Antonia's claim would remain at the 1/9th total, the amount she had coming through her mother's deed. Depending on how the percentage claim for Henry and Antonia was calculated, Henry's claim varied from his original 9/54ths to 2/27ths, while Antonia's varied between 1/9th down to 1/54th.....making the total claim to land between the two a total of 10/54ths or 5/27ths of the Augmentation, only 3/54ths less than Frederick A. Hihn's claim of 13/54ths, much of which was now in doubt.....

JANUARY 22, 1861 (Augmentation suit)- ANTONIA PECK answers Hihn's complaint by first stating that defendants GEORGE W. KIRBY; HENRY F. PARSONS; FRANCIS W. KITTRIDGE; ASA W. RAWSON; JOHN P. STEARNS; and HENRY CAMBUSTAN do not have any claim to land in the area. She also states that the three men listed in her husband's answer do not have any right to land in the Augmentation through their School Land Warrants.

Antonia continues.....that she is entitled to one equal 1/9th part of the area, and if it is sold she is to receive 1/9th of the proceeds.

CHAOS IN THE COURTROOM

JANUARY 23, 1861 (Augmentation suit)- CARMEL FALLON's answer to Hihn's complaint is identical with her sister Antonia's answer given the day before

JANUARY 23, 1861 (Augmentation suit)- LUISA JUAN answered Hihn's complaint by first stating that her husband Ricardo Fourcade Juan has no claim to land in the area.....a strange and confusing answer.....could there be trouble in the Juan marriage?

Luisa continues by stating that CHRISTIAN MILLER; HENRY CAMBUSTAN; JOAQUIN BOLADO; and JAMES TAYLOR (also) do not have any claim to land, or any part thereof. She continues by stating that she is entitled to 2/27th parts of the area in spite of the two deeds in which she sold 1/27th of the premises in each one.

NOTE: On April 29, 1859 she and her husband sold 1/27th to Frederick A. Hihn, then on October 17, 1860 1/27th was sold to the Amayo brothers, Casimero and Dario.

If Luisa's statement is analyzed, she appears to be saying that the last sale was made without either her knowledge or consent by her husband.

JANUARY 23, 1861 (Augmentation suit)- RICARDO FOURCADE JUAN answers Hihn's complaint by completely ignoring his wife's answer and claims that he personally has coming to him 2/27ths of the area. He further states that BENJAMIN F. PORTER; CHRISTIAN MILLER; HENRY CAMBUSTAN; JOAQUIN BALADO; and JAMES TAYLOR do not have any claim to land there.

Ricardo Juan concludes by stating that he is entitled to 2/27ths of the area if partitioned, or to 2/27ths of the proceeds if it is sold.

JANUARY 23, 1861 (Augmentation suit)- THOMAS COURTIS, JOHN WILSON, MARY E.J. SLADE, CHARLES PLUM and HENRY W. LAWRENCE answer Frederick A. Hihn's complaint.

Thomas Courtis was answering for both himself and as administrator for the deceased John Ingoldsby who had died in Chicago shortly before the 1st of January, 1860 and the absent Father John Llebaria who was performing his church duties down in Mexico. Thomas Courtis and John Wilson, speaking for both themselves and for the above defendants deny that the plaintiff Frederick A. Hihn has ownership to the 13/54ths that he claims. They claim.....that on January 22, 1855 that both Martina Castro Depeaux and her husband Louis Depeaux were seized of in fee simple of the whole Augmentation, and on that date passed full title to the premises to Father John Llebaria and the Archbishop Joseph S. Alemany. That in turn, on September 10, 1855 they conveyed their ownership to the Augmentation to the Reverend John Ingoldsby in his lifetime.

The two attorneys continued.....that on September 11, 1855 the three aforementioned priests entered into an agreement in which they each retained a 1/6th claim to the Augmentation and gave 1/4 each to attorneys John Wilson and James Scarborough. Later in deeds, the two attorneys passed title to three grantees a total of one half of their joint claim, leaving them each with a 1/8th claim. When this answer was given to the complaint, John Wilson still claimed his 1/8th ownership while James Scarborough had sold his 1/8th claim to Cyrus Coe.

Based on the above statement, Thomas Courtis claimed ownership of John Ingoldsby's 1/6th as administrator of his estate, another 1/6th through his deed with the Archbishop Joseph S. Alemany dated September 7, 1860 and another 2/3rds of Cyrus Coe's 1/8th claim (with an option to purchase the balance of the 1/8th claim).

Attorney John Wilson claimed for himself an undivided 1/8th, the absent John Llebaria through Thomas Courtis claims 1/6th, while Mary E.J. Slade claims 1/4 of 1/12th, Charles Plum 1/10th of 1/12th and Henry W. Lawrence 3/20ths of 1/12th

At this point in the sequence of events it will help all to understand the dilemma that was facing the court concerning the deed from Martina and Louis Depeaux to the two Catholic priests on January 22, 1855 and the following deed transactions based on this deed. Therefore the following is presented which it is hoped will help the reader.....

CHAOS IN THE COURTROOM

<u>CLAIMANT (GRANTOR)</u>	<u>PERCENTAGE</u>	<u>ACRES</u>
THOMAS COURTIS (from Ingoldsby estate)	1/6	5,450
THOMAS COURTIS (from Archbishop Alemany- deed)	1/6	5,450
THOMAS COURTIS (from Cyrus Coe- deed)	1/12	2,725
CYRUS COE (from James Scarborough- deed)	1/24	1,362
JOHN WILSON (through Agreement of September 11, 1855)	1/8	4,088
FATHER JOHN LLEBARIA (through deed and above Agreement)	1/6	5,450
MARY E.J. SLADE (from Benjamin P. Green- deed)	1/48	681
CHARLES PLUM (from Benjamin P. Green- deed)	1/120	273
HENRY LAWRENCE (from Benjamin P. Green- deed)	1/80	409
FREDERICK W. MACONDRAY (from Adolphe F. Branda- deed)*	1/30*	1,090
FREDERICK A. HIHN (from Adolphe F. Branda- deed)*	1/30*	1,090
ROGER HINCKLEY & JOHN SHELBY (from Augustas Noble- deed)	1/32	1,022
RICHARD SAVAGE (from Roger Hinckley & John Shelby- deed)	1/96	341
CRAVEN P. HESTER (from Augustas Noble- deed)	1/48	681
BENJAMIN FARLEY (from Craven P. Hester- deed)	1/48	681
GEORGE K. PORTER (from William Otis Andrews- deed)	7/270	848
AUGUSTAS NOBLE (from William Ireland- deed)	1/40	818
BENJAMIN P. GREEN (from John Ingoldsby, John Wilson and James Scarborough- deeds)	1/120	273
		32,732

* Both Frederick W. Macondray and Frederick A. Hihn are claiming ownership of the same percentage of land with the latter man's deed taking precedence to this point.

JANUARY 28, 1861 (Rancho Soquel suit)- THOMAS COURTIS answers the complaint of HENRY and ANTONIA PECK as the appointed administrator of the deceased John Ingoldsby.....Courtis states that John Ingoldsby departed this life on or about the first day of Janyary, 1860, being at the time of his death seized of in fee simple of 1/6th part of the area, having in his lifetime conveyed away the other 5/6th parts. John Ingoldsby died interstate (he left no will or testament), and that at the December term, 1860, of the Probate Court of Santa Cruz County, letters of administration were granted to him.

Thomas Courtis continued.....that based on the deed entered into between Martina Castro and her husband Louis Depeaux, at which time she owned the entire area, she passed full title to the Reverand John Ingoldsby and Father John Llebaria. Because full title was passed on to the two priests, therefore the claims of the plaintiffs Henry and Antonia Peck, and the other defendants claiming ownership through the deed of Martina Castro dated August 29, 1850 are invalid.

At this point in the sequence of events it will help all to understand the dilemma that was facing the court concerning the deed from Martina and Louis Depeaux to the two Catholic priests on January 22, 1855 and the following deed transactions based on this deed. Therefore the following is presented which it is hoped will help the reader.....

<u>CLAIMANT (GRANTOR)</u>	<u>PERCENTAGE</u>	<u>ACRES</u>
THOMAS COURTIS (from Ingoldsby estate)	1/6	278
THOMAS COURTIS (from Archbishop Alemany- deed)	1/6	278
THOMAS COURTIS (from Cyrus Coe- deed)	1/12	139
CYRUS COE (from James Scarborough- deed)	1/24	70
JOHN WILSON (through Agreement of September 11, 1855)	1/8	209
FATHER JOHN LLEBARIA (through deed and above Agreement)	1/6	278
MARY E.J. SLADE (from Benjamin P. Green- deed)	1/48	35
CHARLES PLUM (from Benjamin P. Green- deed)	1/120	14
HENRY LAWRENCE (from Benjamin P. Green- deed)	1/80	21
FREDERICK W. MACONDRAY (45.8 acres from Frederick A. Hihn, balance from Adolphe F. Branda- deed)	23/600	64
GEORGE K. PORTER (from William Otis Andrews- deed)	7/270	43
AUGUSTAS NOBLE (from John Ingoldsby, John Wilson and James Scarborough- deeds)	1/12	139
AUGUSTAS NOBLE (from William Ireland- deed)	1/40	42
BENJAMIN P. GREEN (from John Ingoldsby, John Wilson and James Scarborough- deeds)	1/120	14
		1,624

CHAOS IN THE COURTROOM

FEBRUARY 4, 1861

When Richard Savage agreed to stop his logging activities in a stipulation agreement with Frederick A. Hihn for eight months rather than be served with an injunction on August 20, 1860 the expected income from his logging activity ceased. This meant that the payments he had agreed to make monthly to Roger Hinckley and his son-in-law John Shelby were delayed. The two original builders of the facilities took Richard Savage (the buyer) to court to regain ownership of the facilities and the 1/96th claim to land in the Augmentation.

On the above date Benjamin Cahoon, for a debt of \$810.61 (\$11,348.54) that Richard Savage owed him took Richard to court. The court combined the two debts then ordered that the sawmill, its supporting facilities and the 1/96th undivided part of the Augmentation be auctioned off to the highest bidder, which was Benjamin Cahoon with a bid of \$1,100 (\$15,400). Now Benjamin Cahoon was the owner of the sawmill on Soquel Creek at the junction of the creek and Hinckley Creek. Still to be signed was the Sheriff's deed passing title.

FEBRUARY 4, 1861 (Rancho Soquel suit)- HENRY and ANTONIA PECK answer THOMAS COURTIS, CYRUS COE, JAMES W. SCARBOROUGH, JOHN WILSON, JOHN LLEBARIA and AUGUSTAS NOBLE and their answer of October 30, 1860. Henry and Antonia state that each and every allegation in their answer, plus the answers they gave to the complaint dated January 28, 1861 are untrue. They contend that Martina at the time she entered in fee simple with the two priests, that she was the owner of no more than 1/9th of the area.

Henry and Antonia contend that Thomas Courtis is not entitled to the 1/6th of Rancho Soquel, that Father John Llebaria had no more than 1/18th parts to convey to John Ingoldsby in their deed of September 10, 1855.

FEBRUARY 7, 1861 (Augmentation suit)- MARIA GUADALUPE AVERON answers Hihn's complaint by stating that Hihn himself, Augustas Noble, Benjamin F. Porter, Christian Miller, Joaquin Balado, Charles H. Willson, Archbishop Joseph S. Alemany and James Taylor do not have any claim to land in the area, or any parts thereof.

Guadalupe further states that she is the owner in fee of 1/9th of the premises if it is partitioned, and if sold, she is to receive 1/9th of the proceeds.

FEBRUARY 7, 1861 (Augmentation suit)- MARIA HELENA LITTLEJOHN answers Hihn's complaint by stating that Hihn himself, Cyrus Coe, Benjamin F. Porter, Christian Miller, Joaquin Bolado, John Wilson, Archbishop Joseph S. Alemany and James Taylor do not have any claim to land in the area, or any parts thereof.

Helena further states that she is the owner in fee of 2/27th parts of the premises if it is partitioned, and if sold, she is to receive 2/27ths of the proceeds.

FEBRUARY 21, 1861 (Augmentation suit)- JOHN F. STEARNS, acting on his behalf (he is also the attorney for George W. Kirby), states that he is not the owner of 13/54ths of the area (Hihn), but because he is unadvised and cannot state the correct amount, he leaves that to the court. He continues that the area is so situated that it cannot be divided while claiming ownership for himself 1/27th parts.

NOTE: How Stearns arrived at 1/27th of the Augmentation is questionable because the only paper with his name as grantee is his purchase in partnership with Joel Bates for 242 acres of illegal School Land Warrants.

CHAOS IN THE COURTROOM

FEBRUARY 23, 1861- DEED

On the above date attorneys Asa W. Rawson and Francis Kitt-ridge sold to Christian Miller of Santa Cruz County for \$500 (\$7,000) Joel Bates old sawmill at the junction of Bates Creek and Grover Gulch (at the end of today's Prescott Road) and 242 acres of School Land Warrants. The two attorneys were appointed by the court to handle the deceased Peter Tracy estate. It will be remembered that when he died, Peter Tracy still owned 968 acres of School Land Warrants in the Aug-mentation along Bates Creek and that the court ordered this land divided into four equal areas of 242 acres each and auctioned off to the highest bidders. In a joint bid, Joel Bates and John P. Stearns, on May 5, 1860 were the high bidders for one of the parcels of land.

Through confusion (?) by the two attorneys, John P. Stearns and Christian Miller, the latter believes that she is the owner of Joel Bates shutdown sawmill and 1/27th of the Augmentation (1,211 acres), not the 242 acres of illegal School Land Warrants.....the 1/27th undivided part that Miller is claiming is the claim that Joel Bates purchased from Henry and Antonia Peck on November 21, 1859.

DEED-FATHER JOHN LLEBARIA to THOMAS COURTIS

February 28, 1861

SEE APPENDIX B

On the above date the Consul for the United States in Mexico signed a deed on behalf of the absent Father Llebaria in which all of the priest's claim to land in both of Martina Castro's former ranches passed on to Courtis. Thomas Courtis paid the priest through the Consul \$250 (\$3,500).

When this deed was signed, Courtis now added to his present claim to land in both ranches another 1/6th (5,450 acres in the Augmentation and 278 acres in Rancho Soquel) for a total of 19,076 of the Augmentation's 32,702 acres and 973 of Rancho Soquel's 1,668 acres.

NOTE: It is interesting how quickly Thomas Courtis has moved into a commanding position in the INGOLDSBY versus RICARDO JUAN suit against the heirs of Martina Castro. Remember, the first reference we have of him is in a letter dated February 5, 1858 from Augustas Noble to John Wilson, and this mention is only Noble's wish to pass on to Courtis his "best wishes," to both Thomas and his wife Irene.

APRIL 9, 1861 (Augmentation suit)- THOMAS FALLON answers Hihn's complaint by stating that it is not true that defendants HENRY PARSONS; AUGUSTAS NOBLE; JOHN P. STEARNS; FRANCIS W. KITTRIDGE and ASA W. RAWSON have any right, title or intrust whatsoever. Thomas continues that the defendants Francis R. Brady and his partner Benjamin C. Nichols are entitled to have the 242 acres of School Land Warrants in addition to their 1/54th part, and that Joel Bates is also so entitled.

Thomas continues.....that he is entitled to 1/9th of the Augmentation after

CHAOS IN THE COURTROOM

the total of 1,120 acres of School Land Warrants are removed from its total. Remember Thomas was one of the first to apply for School Land Warrants, acquiring a total of one square mile (warrants Nos. 353, 354 and 108).

APRIL 11, 1861 (Augmentation suit)- FREDERICK A. HIHN answers JOHN P. STEARNS reply to the complaint by stating that he is informed and believes and upon such information that it is not true that Stearns is entitled to have 1/27th part of the area.

APRIL 13, 1861 (Augmentation suit)- AUGUSTAS NOBLE answered Hihn's complaint by first stating that he (Hihn) did not have legal claim to the 13/54ths he contends to own.....he also states that the land is not so situated that it cannot be divided and the separate shares set off and assigned to the respective owners thereof without injury in a great degree to the several parties in interest.

Augustas next entered into a long discussion of the transactions that began with the Mexican Government's giving Martina grants to Rancho Soquel then the Augmentation, her deeds with the three Catholic priests, their deed and following agreement, then the following deeds to Benjamin P. Green, William Otis Andrews, and to himself in which 1/12th of both ranches were purchased by each of the three.

Augustas next stated that he had sold his original 1/12th claim to land in two deeds, one to Roger Hinckley and his son-in-law John Shelby, and the second to Craven Hester. He continued that after these two sales he next purchased from William Ireland 3/10ths of 1/12th of the area in contention then added to this total by successfully bidding on 1/4 of Peter Tracy's School Land Warrant sale of 968 acres.....for an unexplained reason, he stated that the 242 acres of School Land Warrants totaled 1/27th of the area (a total of 1,211 acres).

CHARLES B. YOUNGER APPOINTED REFEREE

April 15, 1861

District Court Judge Samuel B. McKee issued the following decree concerning both the Soquel Augmentation and Rancho Soquel suits (better known respectively as the Hihn versus Peck et als suit and the Peck versus Hihn et als suit).....

"It, appearing to the court from the pleadings in these cases that the rights of the respective parties thereto are in issue, and that it is a proper case for a reference, and on motion of Robert F. Peckham Esq., attorney for the plaintiffs Henry and Antonia Peck and plaintiff Frederick A. Hihn, it is ordered that it be referred to Charles B. Younger Esq. to hear the proofs, and interests of the respective parties hereto, to try the same, and all the issues therein and report his findings thereon together with the evidence taken therein, to this court, on or before the first day of the next term thereof."

CHARLES B. YOUNGER

Charles B. Younger was born in Liberty, Missouri, December 10, 1831. He came to California with his father in 1850, settling in San Jose. After acquiring his law degree he opened a law office which remained open until 1871. In 1857 he opened a branch (which later would serve as his main office) in Santa Cruz. He was active in Santa Cruz business financially, also in mining and transportation affairs. In 1873 he married Jeannie Hudson Waddell, daughter of William W. Waddell. Younger will die March 22, 1907 at age 75. His son Charles B. Younger, Jr., a graduate of Santa Cruz High School and later from Stanford University, married Agnes Hihn, the daughter of Frederick A. Hihn. Like his father, Younger Jr. was a lawyer, passing away May 12, 1935.

Charles B. Younger senior's activities during the two partitioning suits is considerable. In 1861 when it appeared that the two trials had reached an "impasse," Frederick A. Hihn through his attorney Robert F. Peckham, recommended that Younger be called in from San Jose and be given the responsibility of listening to all claims to ownership within both ranches and establish the actual ownership percentage of each of the defendants.....he

CHAOS IN THE COURTROOM

was to establish percentage ownership only, not the location or final size of the award. He will present his findings to the court in August of 1861. While his findings will be contested over the next four years, because of the accuracy and depth of his findings and conclusions, not one of his decisions will be overturned by the court.....Younger's activities will again surface concerning Martina's two ranches when he is hired to do battle on behalf of the 600-plus persons that Elizabeth Peck will attempt to evict in 1895/1896. But this part of Charles B. Youngers senior's activities will not be discussed at this time, but is discussed in detail in CHAPTER 19 of this book titled MARY ELIZABETH PECK versus FREDERICK A. HIHN et als....based on notes taken by Charles B. Younger and Superior Court Trial testimony dated AUGUST 22, 1896.

APRIL 17, 1861 (Rancho Soquel & Augmentation suits)- CHARLES H. WILLSON of Marin County withdraws his answer to the complaints (for both suits) and authorizes the Clerk of the Court to enter default for want of answer, but for no costs or damages. The request is signed by Daniel Black, Willson's attorney.

APRIL 22, 1861 (Rancho Soquel & Augmentation suits)- CHARLES B. YOUNGER has issued the following notice....."Take notice that Thursday the 2nd day of May, 1861 at 10 O'clock A.M. has been and is hereby set as the time, and the Court House in the town of Santa Cruz in said County (of Santa Cruz) and State (of California), as the place for the hearing and trial of the above entitled cause, before the undersigned referee herein appointed by the Third District Court

APRIL 23, 1861 (Augmentation suit)- FREDERICK A. HIHN answered AUGUSTAS NOBLE by stating that when Martina signed her deed on January 22, 1855, based on her earlier deed dated August 29, 1850, she was in fee simple of no more than 1/9th part of the area, therefore he is not entitled to have set off to him any parts of the Augmentation or its tenements as described in the complaint.

APRIL 25, 1861- DEED

On the above date Frederick A. Hihn paid Charles H. Willson \$500 (\$7,000) for his 1/18th claim to land in both ranches.

NOTE: Refer to the Argeement between Charles H. Willson and Frederick A. Hihn dated December 17, 1860 and the Chattle Mortgage October 4, 1854.

APRIL 30, 1861 (Augmentation suit)- FREDERICK C. HIHN answers the complaint by stating that FREDERICK A. HIHN has no right, title, claim or entrust in any of the premises described in the complaint.....this reply by Frederick C. Hihn is intriguing in that there is no Frederick C. Hihn in the Hihn family genealogy from the Old Country to date in the New Country. It would appear that the two Hihns are one and the same person, that there was an advantage for him to be both plaintiff and defendant.

APRIL 30, 1861 (Rancho Soquel suit)- FREDERICK W. MACONDRAY authorizes Selden S. Wright Esq. to represent him instead of attorneys Sidney L. Johnson and Rose.....Macondray is preparing to defend his claim to the 1/30th undivided part of both ranches he purchased through the Probate Court sale of Adolphe F. Branda estate July 18, 1859.

MAY 2, 1861 (Rancho Soquel suit)- THOMAS COURTIS requests that the following amendment to his answer dated October 30, 1860.....that based on the deed dated February 28, 1861 between himself and Father John Llebaria he is the owner in fee simple of an additional 1/6th part of each of Martina's ranches. The amendment is accepted by Robert F. Peckham, the attorney for plaintiffs Henry and Antonia Peck.

MAY 23, 1861 (Augmentation suit)- HENRY PARSONS, former assistant County Recorder answers the complaint by stating that Hihnis not the owner in fee of the 13/54ths he claims and the total should be no more than 1/27th part.

CHAOS IN THE COURTROOM

Parsons also denies that the area cannot be divided among the legal owners without injury in a great degree to the several parties in interest. He also denies that the area is covered entirely with redwood timber, and that the chief value is its timber trees.

Henry continues that he is the owner in fee simple of 1/135ths of the whole premises through his purchase of a percentage of Peter Tracy's School Land Warrant No. 108 (the warrant totaled 320 acres, therefore 1/135th totals three-quarters of the warrant). Henry purchased his interest in the warrant February 1, 1855 for a total of \$641 (\$8,974).

JUNE 12, 1861- DEED

In this second deed, which is identical to the deed signed October 17, 1861, once again the Juans (Luisa and Ricardo Juan) sell the Amayo brothers, Casimero and Dario, 1/3rd of Luisa's 1/9th claim to land in the Augmentation. Purpose of this second, identical deed is not stated.....no money passes hand at this second signing, only the original amount of \$1,000 (\$14,000) is mentioned.

JUNE 13, 1861 (Augmentation suit)- CASIMERO & DARIO AMAYO answer Hihn's complaint by stating that Hihn is the owner of 13/54th parts of the area, the area he claims, that the lands are so situated that they cannot be divided and set off to the respective owners.....and the portion of the premises that they are occupying cannot be set apart from others.

The Amayo brothers claim that they have erected at their own expense and cost valuable and permanent improvements on the premises valued at \$400 (\$5,600) consisting of a dwelling house, corrals, fences, and other improvements which are situated about a half mile to the west of the portion of the area occupied by Lyman Burrell. They also claim that the portion of the premises that they are occupying is far less than their share of the Augmentation purchased earlier from the Juans.

JULY 4, 1861 (Augmentation suit)- FREDERICK A. HIHN answers THOMAS COURTIS's answer made January 23, 1861 by denying all his claims based on the "fact" that Martina Castro owned only 1/9th of the area when she signed the deed January 22, 1855 with Father John Llebaria and Archbishop Joseph S. Alemany. That she had, in her deed of August 29, 1850 given to her children the other 8/9th parts.

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CHAPTER 13

PARTITIONING REPORTS

BY

**CHARLES B.
YOUNGER**

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PARTITIONING REPORTS by
CHARLES B. YOUNGER

On April 20, 1863 District Judge Samuel B. McKee issued his official DECISIONS CONCERNING Martina Castro's deed of AUGUST 29, 1850...his opinion concerning the Referees decision that the Augmentation was incapable of division except as to the two claimants Lyman Burrell and James Taylor...and that the balance of the area should be auctioned and the money derived from the sale be divided among the legal owners according to the percentage (of the area) awarded to them by Charles B. Younger...and the findings concerning which deeds took precedence concerning both those generated by Martina Castro's heirs and those generated by the John Ingoldsby backers. In this chapter we are concerned only with the latter decisions, because, even though they were officially rendered by Judge Samuel B. McKee, they were generated by Charles B. Younger during his review of the deeds and agreements offered by the claimants for land ownership in both ranches.

Understanding the following rulings concerning which deed took precedence, which deed was acceptable, and which deed was void, and the reasoning behind his decisions will help us understand how he arrived at the percentage ownership awards as presented in this chapter.....

The LAJEUNESSE DEEDS
SHACKLEFORD & VANDENBERG
versus FREDERICK A. HIHN

SEPTEMBER 19, 1852- Nicanor Lajeunesse and her husband Francisco sold her 1/9th claim to land in the Augmentation to Peter Tracy (now deceased), Thomas W. Wright and Montgomery B. Shackelford.

JANUARY 21, 1854- Nicanor Lajeunesse and her husband Francisco sold her 1/9th claim to land in Rancho Soquel to Dr. John P.P. Vandenberg.

JULY 23, 1860- Nicanor Lajeunesse sold her two claims (in both ranches) to Frederick A. Hihn, then on the next day Francisco signed the deed.

FINDINGS BY CHARLES B. YOUNGER

The deed dated SEPTEMBER 19, 1852 was signed before a Justice of the Peace and acknowledged by the County Clerk, while the deed of JANUARY 21, 1854 was executed and acknowledged before a County Clerk.

The deed dated JULY 24, 1860 to Frederick A. Hihn was signed and acknowledged by a Notary Public.

All three of these deeds were executed after the passage of the ACT of April 16, 1850 CONCERNING CONVEYANCES and the ACT of

PARTITIONING REPORTS by
CHARLES B. YOUNGER

The LAJEUNESSE DEEDS
SHACKLEFORD & VANDENBERG
versus FREDERICK A. HIHN
(Continued)

April 17, 1850 DEFINING THE RIGHTS OF HUSBAND AND WIFE. Neither the deed of SEPTEMBER 19, 1852 or the deed of JANUARY 21, 1854 were acknowledged before an authorized person as prescribed in the above ACTs while Frederick A. Hihn's deed signed by Francisco Lajeunesse and Nicanor was properly acknowledged.

In acquiring the estate of Nicanor Lajeunesse, Frederick A. Hihn, so far as proof goes, was not guilty of any fraud upon the deceased Peter Tracy, Thomas W. Wright, Montgomery B. Shackelford, or Dr. John P.P. Vandenberg.

NOTE: On JANUARY 29, 1855 Montgomery B. Shackelford sold 1/3rd of the 1/9th that he, Tracy and Wright claimed in the Augmentation to George W. Kirby.....this sale was voided by Charles B. Younger.

On SEPTEMBER 5, 1856 Dr. John P.P. Vandenberg sold 1/2 of his 1/9th (or 1/18th) claim in Rancho Soquel to Frederick A. Hihn.....this sale was voided by Charles B. Younger.

The JOHN INGOLDSBY DEEDS
FREDERICK A. HIHN versus
FREDERICK W. MACONDRAY

On MAY 3, 1856 John Ingoldsby, John Wilson and James Scarborough sold to each of the following 1/12th undivided part of both Rancho Soquel and the Augmentation.....

- AUGUSTAS NOBLE
- BENJAMIN P. GREEN
- WILLIAM OTIS ANDREWS

The deeds to these three grantees were filed for record on the following dates.....

- AUGUSTAS NOBLE- June 4, 1857
- BENJAMIN P. GREEN- August 26, 1857
- WILLIAM OTIS ANDREWS- August 18, 1860

FINDINGS BY CHARLES B. YOUNGER

The amount of land sold in the above deeds in both ranches totals 1/4 of each area, 1/12th to each grantee. But, in the California Supreme Court's reversal of the lower court's ruling that Martina Castro's deed of AUGUST 29, 1850 was fraudulent, this decision means that Martina Castro had claim to only 1/9th of each ranch, that she did not possess title to their entire acreage.

PARTITIONING REPORTS by
CHARLES B. YOUNGER

The JOHN INGOLDSBY DEEDS
FREDERICK A. HIHN versus
FREDERICK W. MACONDRAY
(Continued)

Because John Ingoldsby could legally claim no more than 1/9th of each ranch and he had sold a total of 1/4 of each area, title to the three grantees and their grantees had to be determined by other means. It was decided, and accepted by the court that to determine ownership, it would be based by the date that they were filed for record. Therefore, because he filed first, Augustas Noble retained his entire 1/12th claim in both ranches. With Augustas Noble being given his entire claim, this left the second man to file, Benjamin P. Green with the following percentage ($1/9 - 1/12 = 12/108 - 9/108 = 3/108$ or) 1/36th of each ranch.

Because William Otis Andrews filed last, he had no legitimate claim to land in either ranch.

The AUGUSTAS NOBLE DEEDS

Augustas Noble retained his 1/12th claim to land in Rancho Soquel, while he sold his entire claim in the Augmentation in two deeds as follows.....

JUNE 19, 1858- 1/2 of his 1/12th (or 1/24th) claim in the Augmentation to Roger G. Hinckley and his son-in-law John Shelby.

AUGUST 17, 1858- 1/2 of his 1/12th (or 1/24th) claim in the Augmentation to Craven P. Hester.

The BENJAMIN P. GREEN DEEDS

Benjamin P. Green entered into the following deeds after his purchase of 1/12th of each ranch from John Ingoldsby (which Charles B. Younger had now reduced to 1/36th undivided parts)...

MAY 5, 1856- 1/10th of 1/12th of both ranches to Adolphe F. Branda (he filed MAY 5, 1856)

MAY 5, 1856- 1/4 of 1/12th of both ranches to Mary E.J. Slade (she filed DECEMBER 16, 1860)

MAY 5, 1856- 1/10th of 1/12th of both ranches to Charles Plum (he did not file his deed in Santa Cruz County)

MAY 13, 1856- 3/20ths of 1/12th of both ranches to Henry W. Lawrence (he filed DECEMBER 17, 1860)

JUNE 9, 1858- 3/10ths of 1/12th of both ranches to William Ireland (he filed MARCH 18, 1859)*

BENJAMIN P. GREEN retained 1/120th of his 1/12th purchase in each ranch.

* On JUNE 4, 1860 Ireland sold his 1/40th claim in both ranches to Augustas Noble.

PARTITIONING REPORTS by
CHARLES B. YOUNGER

The JOHN INGOLDSBY DEEDS
FREDERICK A. HIHN versus
FREDERICK W. MACONDRAY
(Continued)

The WILLIAM OTIS ANDREWS DEEDS

William Otis Andrews entered into the following two deeds after his purchase of 1/12th of each ranch from John Ingoldsby (which Charles B. Younger had now ruled that Andrews had no land claim in either ranch).....

SEPTEMBER 29, 1856- 3/10th of 1/12th in both ranches to Adolphe F. Branda (he filed MAY 26, 1857)

APRIL 21, 1859- When William Otis Andrews signed the deed with John Ingoldsby MAY 3, 1856 he paid only a portion of the agreed upon amount of \$2,000 (\$28,000), giving Ingoldsby a note for the balance. Because Andrews still owed him \$916 (\$12,824) and the due date on the note was past due, on JULY 22, 1858 Ingoldsby went to court and on AUGUST 14, 1858 he received a judgment against Andrews.

Before John Ingoldsby could collect on his judgment, William Otis Andrews died. The court ordered, based on the percentage of money still due on the debt, that the same percentage of his remaining claim in both ranches be sold at public auction.

On APRIL 21, 1859 George K. Porter was the high bidder with a bid of \$740 (\$10,360), acquiring 7/270th undivided parts in both ranches. The Sheriff's deed was signed by the San Francisco Sheriff. The 7/270th undivided parts awarded to George K. Porter was given to him by Charles B. Younger because the auction ordered by the Probate Court made the sale official regardless of the fact that Andrews had no legitimate claim to land after the State Supreme Court decision.

The ADOLPHE F. BRANDA and
WILLIAM IRELAND DEEDS

The question that Charles B. Younger had to now decide was.....does Adolphe F. Branda or William Ireland take their claim to land from Benjamin P. Green's remaining claim of 1/36th undivided part in each ranch? But the situation was further complicated by the 3/10ths of 1/12th purchase from William Otis Andrews on SEPTEMBER 29, 1856. When this purchase was added to his earlier 1/10th of 1/12th from Benjamin P. Green, this made his total now 4/10ths of 1/12th or 1/30th of both ranches.

But, as previously discussed, no estate passed from William Otis Andrews to Adolphe F. Branda.,.....then on JUNE 28,

PARTITIONING REPORTS by
CHARLES B. YOUNGER

The JOHN INGOLDSBY DEEDS
FREDERICK A. HIHN versus
FREDERICK W. MACONDRAY
(Continued)

1859, because Andrews did not pay taxes for his two claims in both ranches for the tax year of 1858, his supposed 4/10ths of 1/12th (or 1/30th) claim was auctioned to the highest bidder by the Santa Cruz County tax collector, and the high bidder was Frederick A. Hihn.

While the tax collector was auctioning off Branda's land, Branda died interstate (he left no will), and administration had his estate, and the supposed 1/30th parts, by order of the Probate Court in San Francisco put up for sale and on JULY 18, 1859 Frederick W. Macondray was the buyer.

NOTE: Based on the earlier tax sale, Frederick A. Hihn was the legitimate owner of the contested 1/30th undivided parts in both ranches.

On AUGUST 26, 1859 Frederick A. Hihn conveyed his 1/30th part acquired in his tax deed to Frederick W. Macondray, describing in the deed the premises conveyed as an undivided 4/10ths of an undivided 1/12th part of real estate in Soquel Township known as the Rancho Soquel and Augmentation describing them by their combined boundries as containing 45.8 acres more or less.

FINDINGS BY CHARLES B. YOUNGER

The interest conveyed by Frederick A. Hihn was the total interest purchased by him at the tax sale and all his estate, right, title, interest, property possession, claim, and demand whatsoever as well as in law and in equity.....In other words, while it was clear that Frederick A. Hihn intended to sell only 45.8 acres in Rancho Soquel, his inclusion of the 1/30th percentage and the description of the entire boundries surrounding the sold land, and based on Macondray's purchase in good faith of the land through the Probate Court's sale, Charles B. Younger decreed that Hihn sold the entire 1/30th parts in both ranches to Frederick W. Macondray.

Because Adolph F. Branda's 1/30th claim was more than William P. Green's 1/36th, this left William Ireland with nothing to sell to Augustas Noble, when the deed was signed JUNE 4, 1860 (Ireland sold Noble 3/10ths of 1/12th or 1/40th parts in both ranches). But with certain small fractions of Martina Castro's interest not used or included in other claims, Charles B. Younger decreed that William Ireland passed title to Augustas Noble land in the Augmentation only, totalling 1/540th parts and 1/280th parts.

PARTITIONING REPORTS by
CHARLES B. YOUNGER

FREDERICK A. HIHN versus
JOSEPH L. MAJORS, GEORGE W. EVANS
and CHARLES H. WILLSON

DECEMBER 26, 1860- Jones Hoy sells 1/18th of the Augmentation to George W. Evans.....Frederick A. Hihn claims the sale to George Evans was his claim which he acquired through a deed with Joseph L. Majors dated JULY 3, 1858.

APRIL 25, 1861- Charles H. Willson sells to Frederick A. Hihn his 1/18th claim to land in both ranches.....Willson claims ownership through his deed with Joseph L. Majors dated MAY 26, 1858.

EARLIER CONTESTED DEEDS LEADING TO,
AND INCLUDING FREDERICK A. HIHN DEEDS

MARCH 30, 1852- Josefa and Lambert B. Clements sell Josefa's 1/9th claim to land in both ranches to Pruitt Sinclair and Jones Hoy.

JULY 25, 1853- Jones Hoy sells his 1/2 of the 1/9th claim, or 1/18th undivided part in Rancho Soquel (only) to Joseph L. Majors. Because he can only afford a down payment, in a second deed signed the same day, Joseph L. Majors mortgages his claim back to Jones Hoy, agreeing to make payments over an unspecified period.

MAY 26, 1858- Because of an unpaid debt, the court orders land that Joseph L. Majors owns in Ranchos Refugio and San Augustine and the 1/18th that he (supposedly) owns in both ranches be auctioned to the highest bidder. The high bidder was Charles H. Willson of Marin County. When the Sheriff's deed was signed on the above date, the grantor, grantee and the Sheriff considered the 1/18th claim legitimate in both ranches.

JULY 3, 1858- Once again Joseph L. Majors is in court being sued for another unpaid debt. The court orders that his (supposed) undivided 1/18th claim in both Rancho Soquel and the Augmentation be sold at auction. On the above date Frederick A. Hihn with a high bid of \$175 (\$2,450) acquired the claim.....a deed signed by the Sheriff was given him at this time.

AUGUST 6, 1858- Joseph L. Majors signs the court ordered deed transferring ownership of the 1/18th claim in both ranches to Frederick A. Hihn.

FINDINGS BY CHARLES B. YOUNGER

The deed dated JULY 25, 1853 between Jones Hoy and Joseph L. Majors clearly stated that only a 1/18th claim in Rancho Soquel was involved in the sale. In the deed the description

PARTITIONING REPORTS by
CHARLES B. YOUNGER

FREDERICK A. HIHN versus
JOSEPH L. MAJORS, GEORGE W. EVANS
and CHARLES H. WILLSON

(Continued)

does not include the Augmentation, and because the two ranches are entirely two different areas, and the title passed to them onto Martina Castro were by different configurations and different patents, it was never intended by either the Mexican Government or the United States Land Claims Commission to consider them as one and the same.

The sale of the 1/18th undivided part in both ranches in the two court ordered auctions were the same claims, a mistake made by the court, but in the deed dated JULY 25, 1852 between Jones Hoy and Joseph L. Majors, it was, as previously discussed, clearly stated that only a 1/18th claim in Rancho Soquel was involved.

Therefore, because the transaction between Joseph L. Majors and Frederick A. Hihn, dated JULY 3 and AUGUST 6, 1858 passed title only to land in Rancho Soquel, and the deed dated MAY 26, 1858 between Joseph L. Majors and Charles H. Willson is selling the same 1/18th that Frederick A. Hihn successfully bid on later, therefore when Jones Hoy sold his remaining 1/18th claim to George W. Evans on DECEMBER 26, 1860, the land that was passed on to Evans was located only in the Augmentation.

FINDING OF CHARLES B. YOUNGER
AGREEMENT BETWEEN CHARLES H. WILLSON
and FREDERICK A. HIHN of December 17, 1860

It was decreed by Charles B. Younger that when Charles H. Willson assumed ownership of Joseph L. Majors horses and cattle (earlier) rather than accept the money in gold and silver that Joseph L. Majors offered to pay his debt in full with, the animals satisfied the debt when he (Willson) sold them. Therefore the sale of the animals satisfied the debt, and no land passed from Majors to Willson.....see "AGREEMENT BETWEEN CHARLES H. WILLSON and FREDERICK A. HIHN" dated December 17, 1860 and the CHATTLE MORTGAGE dated OCTOBER 4, 1854, which is included as part of the agreement.

FREDERICK A. HIHN versus
JAMES TAYLOR and BENJAMIN F. PORTER

JANUARY 20, 1860- Benjamin F. Porter sells 1/54th of the Augmentation to James Taylor.....Frederick A. Hihn claims that this 1/54th part is his, while Benjamin F. Porter considers that he is still the owner of 7/54th undivided parts in the Augmentation through his earlier deed with Durrell Gregory.

PARTITIONING REPORTS by
CHARLES B. YOUNGER

FREDERICK A. HIHN versus
JAMES TAYLOR and BENJAMIN F. PORTER
(Continued)

FINDINGS BY CHARLES B. YOUNGER

AUGUST 11, 1855- Luisa and Ricardo Juan, Josefa and Lambert B. Clements, Guadalupe and Joseph Averon, Joseph L. Majors and Pruitt Sinclair agree to give to attorney Durrell Gregory 1/3rd of their claimed land in both ranches for representing their interests before the United States Land Claims Commission in Southern California (see CHAPTER 5....."1855 A TROUBLE-SOME YEAR").

Frederick A. Hihn's involvement with Pruitt Sinclair began when Sinclair had a suit brought against him by a Charles P. Stevenson for a debt owed him of \$674 (\$9,436). Because Sinclair could not meet the debt's due date, his 1/3rd claim to land in both ranches derived from the above discussed deed were put up for auction and Frederick A. Hihn was the high bidder at \$450 (\$6,300). In October of 1857 by an execution levy and sale and a Sheriff's deed, under a judgement which had been docketed at the time so as to operate as a lien on the Sinclair estate, Frederick A. Hihn claimed that he was the owner of an undivided 1/54th part in both ranches.

NOTE: The date of the auction in which Hihn was the high bidder was MAY 29, 1856.

AUGUST 13, 1859- Durrell Gregory sells his entire claim to land in the Augmentation, which he considers to total 8/54ths undivided parts in the Augmentation through his earlier deed of AUGUST 11, 1855 with the Castro family heirs, Joseph L. Majors and Pruitt Sinclair, to Benjamin F. Porter.....Charles B. Younger, after considering all aspects of both deeds, decreed that of the five parties granting land in the AUGUST 11, 1855 deed, only Pruitt Sinclair passed title to Durrell Gregory, and the total was 1/54th undivided part located in both ranches.

When Frederick A. Hihn successfully bid on the 1/54th part in both ranches MAY 29, 1856, he was officially owner of that percentage in both ranches. But when he had the deed filed for record, a mistake was made in the recorder's office, and only the 1/54th part in Rancho Soquel was properly files.....Hihn lost the 1/54th part in the Augmentation. The court decreed that Hihn's only recourse was to sue the filing clerk, but a successful suit would not bring back ownership of the 1/54th part in the Augmentation that he lost.

Therefore, based on the above discussion, it was decreed that when Benjamin F. Porter sold the 1/54th undivided part in

PARTITIONING REPORTS by
CHARLES B. YOUNGER

FREDERICK A. HIHN versus
JAMES TAYLOR and BENJAMIN F. PORTER
(Continued)

the Augmentation to James Taylor, this denied Frederick A. Hihn from acquiring the 1/54th part he had purchased from Pruitt Sinclair. Charles B. Younger also decreed that the sale by Benjamin F. Porter had exhausted his entire claim to land in the Augmentation, which left him with, as his only legitimate claim to land in either ranch, the five (5) acres in Rancho Soquel that housed the tannery sold to him by the Juans January 1, 1858.

PECK versus HIHN (Rancho Soquel suit)

PARTITIONING REPORT
by
Charles B. Younger
August 17, 1861

And now comes CHARLES B. YOUNGER, appointed Referee by this Court and states to the Court that he has now herein completed his findings of facts, herein, together with the undertaken, and is ready to file the same on the payment of his fee for the services as Referee herein, and in appearing to the Court that the parties herein have by agreement and stipulation in writing passed to the hands of Charles B. Younger for his services as Referee herein \$500 (\$7,000).

FINDINGS of REFEREE

JOSHUA PARRISH is the owner in fee, and entitled to partition in severalty of the 1/9th of the ranch.

Joshua Parrish acquired his 1/9th undivided part in a deed with Thomas and Carmel Fallon on AUGUST 1, 1853.

MARIA GUADALUPE AVERON is the owner in fee, (as of her separate estate,) and entitled to partition in severalty of the 1/9th part of the ranch.

MARIA ANTONIA PECK is the owner in fee simple, (as of her separate estate,) and entitled to partition of the 1/9th part of the ranch.

HENRY W. PECK is the owner in fee and entitled to partition of the 1/9th part of the ranch.

Henry Peck acquired his 1/9th undivided part in a deed with his brother-in-law Miguel Lodge AUGUST 29, 1859.

PECK versus HIHN (Rancho Soquel suit)

PARTITIONING REPORT

by
Charles B. Younger
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MARIA HELENA LITTLEJOHN is the owner in fee, (as of her separate estate,) and entitled to partition of the 2/27th parts of the ranch.

Maria Helena sold 1/3rd of her 1/9th inheritance in the ranch to Frederick A. Hihn on JANUARY 8, 1858.

MARIA LUISA JUAN is the owner in fee, (as of her separate estate,) and entitled to partition of the 2/27th parts of the ranch, except as to that certain five (5) acres thereof including within a certain fence, separating the land a tannery.

Maria Luisa and her husband Ricardo Fourcade Juan sold their tannery and the five acres it occupies on Tannery Gulch just to the north of the County Road to Watsonville (today Soquel Drive).....today within the confines of Cabrillo College....JANUARY 1, 1858. The final deed was signed between the grantee, Benjamin F. Porter and the two grantors JUNE 1, 1858.

On APRIL 29, 1859 the two sold 1/3rd of Luisa's 1/9th inheritance in the ranch to Frederick A. Hihn.

BENJAMIN F. PORTER is the owner in fee and entitled to partition of the 1/9th part of all that certain five (5) acres of the ranch included within a certain fence, separating the land whereon stands a certain tannery and buildings for the manufactory of leather. The five acres, on the north, east, and west is separated from land occupied by defendants Ricardo Fourcade Juan, and on the south by the road between Santa Cruz and Watsonville. The defendant Benjamin F. Porter (and others) have been in possession of the five acres since 1858, and while so in possession have at (their) own proper costs and expense, made useful, valuable and permanent improvements on said premises, consisting of a tannery, vats, flumes, aqueducts, three dwelling houses, outhouses, barn, hen-houses, machinery, and some fruit trees, all now upon the said five acres last aforesaid.

GEORGE K. PORTER is the owner in fee, and entitled to partition of the 7/270th parts.....7/10ths of 1/3rd of 1/9th part. of the ranch.

How George K. Porter acquired his 7/270th part in the ranch on APRIL 21, 1859 is explained in the text and in this Chapter in the JOHN INGOLDSBY- the WILLIAM OTIS ANDREWS DEEDS discussion.

PECK versus HIHN (Rancho Soquel suit)

PARTITIONING REPORT

by

Charles B. Younger

August 17, 1861

FREDERICK W. MACONDRAY, and that of the lands and tenements herin first described, and described in the complaint, the defendant William Macondray and James Otis, as executors of the last will and testament of Frederick W. Macondray, deceased, and the heirs and devisees of Frederick W. Macondray, deceased, whose names are unknown, are the owners of in fee simple, and entitled to have set off and assigned to them 19/540th parts of the same, in severalty.

How Frederick W. Macondray (now deceased) acquired his 19/540th part in the ranch on AUGUST 26, 1859 in a deed with Frederick A. Hihn is explained in the text and in this Chapter in the JOHN INGOLDSBY- DEED discussion.

When Frederick W. Macondray entered into his deed with Frederick A. Hihn a total of 45.8 acres was sold while a percentage of 1/30th parts was used as the size of the area that passed title. It is interesting to note that 18/540ths reduces to 1/30th. What Charles B. Younger did was add to the 1/30th percentage was another 1/540th part, probably because the addition of the other percentages left this amount free to pass on to another, and Younger chose Macondray.

AUGUSTAS NOBLE is the owner in fee, and entitled to partition of the 1/12th part of the ranch.

Augustas Noble acquired his 1/12th undivided part in a deed with the Reverend John Ingoldsby and attorneys John Wilson and James Scarborough on MAY 3, 1856.

FREDERICK A. HIHN is the owner in fee, and entitled to partition of the 71/270th parts of the ranch.

When the deeds that transfer title to Frederick A. Hihn are combined, they total 7/27th parts. But when the Juans sold him 1/3rd of Luisa's 1/9th claim, subtracted from this total was the 5 acres that housed the tannery that had been sold to Benjamin F. Porter. To make up for this loss Charles B. Younger added an extra 1/270th part, making Hihn's award 7/27th parts (70/270ths) plus the additional 1/270th part.

The FREDERICK A. HIHN DEEDS

When the Summons and Complaint were served on the defendants, Frederick A. Hihn claimed 708/3,240th undivided parts in Rancho Soquel, which was stated to include a total of 2,800

PECK versus HIHN (Rancho Soquel suit)
PARTITIONING REPORT
by
Charles B. Younger
August 17, 1861

The FREDERICK A. HIHN DEEDS
(Continued)

acres, 1,132 acres more than the United States stated in their survey and stated in the patent. Because of these extra acres, it is difficult to compare Hihn's earlier statement of what he owned against Charles B. Younger's findings because Younger based his percentages on the 1,668 acres established by the United States Government. Frederick A. Hihn based his 708/3,240th undivided part claim on the following transactions.....

MAY 29, 1856- Frederick A. Hihn acquires as high bidder 1/54th part of Rancho Soquel from the estate of Pruitt Sinclair.

CHARLES B. YOUNGER accepts this deed for Rancho Soquel, voiding it for the 1/54th that Hihn purchased in the Augmentation.

SEPTEMBER 5, 1856- Frederick A. Hihn purchased 1/2 of Dr. P.P. Vandenberg's 1/9th undivided part in the ranch (1/18th).

CHARLES B. YOUNGER declared this deed void because the doctor's purchase of the 1/9th part of the ranch from Nicanor Lajeunesse and her husband Francisco earlier was not properly acknowledged.

JANUARY 8, 1858- Frederick A. Hihn purchased 1/3rd of Helena Littlejohn's 1/9th claim in the ranch (1/27th part).

CHARLES B. YOUNGER accepted this deed as valid.

JULY 3 and AUGUST 6, 1858- Frederick A. Hihn acquires as high bidder 1/3rd of 1/9th (1/18th part) of the ranch from Joseph L. Majors.....the Sheriff's deed, signed July 3 was officially signed by Joseph L. Majors August 6, 1858.

CHARLES B. YOUNGER accepted this deed as valid.

APRIL 29, 1859- Frederick A. Hihn purchases 1/3rd of Luisa Juans 1/9th claim to land in Rancho Soquel.

CHARLES B. YOUNGER accepted this deed as valid.

JUNE 28, 1859- Frederick A. Hihn acquires as high bidder 1/30th of the ranch from the estate of Adolphe F. Branda in an auction to pay Branda's unpaid tax bill for the year 1858.

AUGUST 26, 1859- Frederick A. Hihn sells to Frederick W. Macondray 45.8 acres in Rancho Soquel, but due to his error in

PECK versus HIHN (Rancho Soquel suit)

PARTITIONING REPORT

by

Charles B. Younger

August 17, 1861

The FREDERICK A. HIHN DEEDS

(Continued)

wording the deed, it is decreed by the court that Hihn sold the entire 1/30th undivided part that he acquired through his tax collector deed.

FREDERICK A. HIHN, when he calculated his 708/3,240th part claim, based on the 2,800 acre total he subtracted the 45.8 acres he intended to sell to Frederick W. Macondray from 1/30th of 2,800 acres ($93.3 - 45.8 = 47.5$ acres) and added the result to his total.

CHARLES B. YOUNGER, because he decreed that Frederick A. Hihn, even though he intended to sell only the 45.8 acres, because of the deed's wording, he sold the entire 1/30th part, therefore Hihn's calculations were rejected.

JULY 24, 1860- Frederick A. Hihn purchased Nicanor Lajeunesse's 1/9th claim to land in both ranches.

CHARLES B. YOUNGER accepted this deed as legitimate. Because it was written after the Summons and Complaint were served, Frederick A. Hihn did not include it in his claim of 708/3,240th undivided parts. Actually what the deed did, was replace the voided deed with the Dr. John P.P. Vandenberg in which he purchased 1/18th of the ranch, and which was voided by Younger.

And it is further considered, adjudged and decreed, that the defendants Benjamin F. Porter, George K. Porter, the plaintiffs Henry W. and Maria Antonia Peck, the defendants Frederick A. Hihn, Joshua Parrish, Maria Luisa Juan, Maria Guadalupe Averon, Maria Helena Littlejohn and Augustas Noble, have each at their own proper costs and expense, made useful, permanent, and valuable improvements on the said lands above described.

And it is further considered, adjudged, and decreed, that neither of the defendants, Joseph Averon, Jose David Littlejohn, Ricardo Fourcade Juan, Dr. John P.P. Vandenberg, Miguel Lodge, Thomas and Carmel Fallon, Francisco Young ALIAS Francisco Lajeunesse, Nicanor Young, Pruitt Sinclair, Charles H. Willson, William Ireland, William Otis Andrews, Charles W. Plum, I.S. Reed, George H. Kirby, Thomas Courtis in his own right, or

PECK versus HIHN (Rancho Soquel suit)

PARTITIONING REPORT
by
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August 17, 1861

Thomas Courtis as Administrator of Benjamin P. Green, deceased, Mary E.J. Slade, Henry Lawrence, Thomas Courtis as Administrator of John Ingoldsby, deceased, John Francis Llebaria, John Willson, or Cyrus Coe, have any title, right, claim, or interest in the lands and tenements described in the Complaint, or any part thereof.

signed and attested to by Charles B. Younger,
Court assigned Referee

HIHN versus PECK (Augmentation suit)

PARTITIONING REPORT
by
Charles B. Younger
August 22, 1861

And now comes CHARLES B. YOUNGER, appointed Referee by this Court herein and states to the Court that he has now herein completed his findings of facts, herein, together with the under taken, and is ready to file the same on the payment of his fee for his service as Referee herein, and in appearing to the Court that the parties herein have by agreement and stipulation in writing passed to the hands of Charles B. Younger for his services as Referee herein \$1,000 (\$14,000), and the Court having each and inasmuch the said findings of facts of the said Referee.....the rest of the opening statement concerns Referee Younger being paid his bill in full of \$1,000.....

NOTE: When Judge McKee issued his order that Charles B. Younger be assigned Referee to partition percentage-wise the Augmentation, he stipulated that each of the defendants and the plaintiff claim to land would not be filed until their portion of Younger's bill was paid in full..... the amount of each grantees portion of the bill would be

PARTITIONING REPORT

by

Charles B. Younger

August 22, 1861

the same as the percentage of land given them.....Only when their portion was paid, would their finding be filed officially with the Court.

CARMEL FALLON is the owner in fee, (as of her separate estate,) and entitled to partition in severalty of the 1/9th part of the ranch.

MARIA GUADALUPE AVERON is the owner in fee, (as of her separate estate,) and entitled to partition in severalty of the 1/9th part of the ranch.

MARIA ANTONIA PECK is the owner in fee, (as of her separate estate,) and entitled to partition in severalty of the 1/9th part of the ranch.

MARIA HELENA LITTLEJOHN is the owner in fee, (as of her separate estate,) and entitled to partition in severalty of the 2/27th parts of the ranch.

Maria Helena sold 1/3rd of her 1/9th inheritance in the ranch to Frederick A. Hihn on JANUARY 1, 1858.

Waiting to be final is the deed signed with Frederick A. Hihn dated JULY 24, 1860 in which Helena and her husband sold her remaining 2/27th part in the Augmentation on the condition that she retains ownership of the claim after the final partitioning by the court is filed.....this event has not occurred to date, therefore Helena retains owner of the 2/27th parts.

MARIA LUISA JUAN is the owner in fee, (as of her separate estate,) and entitled to partition in severalty of the 1/27th part of the ranch.

Maria Luisa sold 1/3rd of her 1/9th inheritance in the ranch to Frederick A. Hihn on APRIL 29, 1859.

Maria Luisa sold another 1/3rd of her 1/9th inheritance in the ranch to the Amayo brothers, Casimero and Dario on OCTOBER 17, 1860, then signed a second identical deed in order to clarify proper ownership of the sold land in a second identical deed JUNE 12, 1861.

HENRY W. PECK is the owner in fee, and entitled to partition in severalty of 2/27th parts of the ranch.

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HENRY W. PECK (Continued)

Henry Peck acquired his brother-in-law Miguel Lodge's 1/9th claim to land in both ranches on AUGUST 29, 1859.....according to Frederick A. Hihn this transaction was illegal and could have been contested by Miguel, but never was.

On JULY 24, 1860 Frederick A. Hihn sold to Henry 1/2 of the 1/9th claim he had just purchased from Nicanor Lajeunesse (Young), probably as an award for being the plaintiff in the partitioning suit for Rancho Soquel.

Prior to Frederick A. Hihn selling him the 1/18th claim in the Augmentation, Henry and his wife Antonia entered into three transactions, as follows.....

APRIL 13, 1859 they sell 1/3rd of Antonia's 1/9th claim (1/27th part) to Lyman Burrell.

SEPTEMBER 14, 1859 they sell 1/6th of Antonia's 1/9th claim (1/54th part) to Wesley Burnett & Company.

NOVEMBER 21, 1859 they sell 1/3rd of Antonia's 1/9th claim (1/27th part) to Joel Bates.

DECISION BY CHARLES B. YOUNGER

Charles B. Younger decreed that the preceeding three deed agreements be taken from Henry Peck's total of 1/9th + 1/18th or 9/54ths which left him with 2/27th undivided parts of the Augmentation.

LYMAN JOHN BURRELL is the owner in fee, and entitled to partition in severalty of the 1/27th part of the ranch.

Lyman Burrell acquired his 1/27th part in the ranch in a deed with Antonia and Henry Peck APRIL 13, 1859, then reaffirmed in a second identical deed OCTOBER 2, 1860.

JOEL BATES is the owner in fee, and entitled to partition in severalty of 1/27th part of the ranch.

Joel Bates acquired his 1/27th part in the ranch in a deed with Antonia and Henry Peck NOVEMBER 21, 1859, then reaffirmed the sale in a second identical deed OCTOBER 2, 1860.

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GEORGE W. EVANS is the owner in fee, and entitled to partition in severalty of the 1/18th part of the ranch.

George Evans acquired his 1/18th claim to land in a deed with Jones Hoy dated DECEMBER 26, 1860.....Frederick A. Hihn contested this award, claiming he was the legitimate owner of the 1/18th part through his deed with Joseph L. Majors dated JULY 3, 1858.....see FREDERICK A. HIHN versus JOSEPH L. MAJORS, GEORGE W. EVANS and CHARLES H. WILLSON this Chapter.

CRAVEN P. HESTER is the owner in fee, and entitled to partition in severalty of the 1/48th part of the ranch.

Craven Hester acquired his 1/48th part from Augustas Noble in a deed dated AUGUST 7, 1858. In the deed Craven Hester purchased 1/2 of Noble's 1/12th claim, or a percentage of 1/24th part. In a deed dated SEPTEMBER 28, 1858 he sold 1/2 of his 1/24th part to the next grantee, Benjamin Farley.

BENJAMIN FARLEY is the owner in fee, and entitled to partition in severalty of the 1/48th part of the ranch.

Benjamin Farley acquired his 1/48th part in the ranch from Craven Hester in a deed dated SEPTEMBER 28, 1858.

JAMES TAYLOR is the owner in fee, and entitled to partition in severalty of the 1/54th part of the ranch.

James Taylor acquired his 1/54th part in the ranch through a deed dated JANUARY 20, 1860 with Benjamin F. Porter..... Frederick A. Hihn contested this award, claiming it was his through his involvement with Pruitt Sinclair.....see FREDERICK A. HIHN versus JAMES TAYLOR and BENJAMIN F. PORTER this Chapter.

GEORGE K. PORTER is the owner in fee, and entitled to partition in severalty of the 7/270th part of the ranch.

George K. Porter acquired his 7/270th part.....7/10ths of 1/3rd of 1/9th part in a deed dated APRIL 21, 1859 through a Sheriff's deed ordered by the San Francisco County Probate Court.....see The WILLIAM OTIS ANDREWS DEED discussion, this Chapter.

FREDERICK W. MACONDRAY passed away before this award was made. His estate was being handled by his brother William and an

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FREDERICK W. MACONDRAY (Continued)

attorney, James Otis. The two were the executors of the last will and testament of Frederick.....the heirs and devisees were unknown at the time.....Charles B. Younger decreed that Frederick W. Macondray's estate was entitled to in fee in severalty to 1/30th part of the ranch.

Frederick W. Macondray's estate executors acquired the 1/30th undivided part through a deed with Frederick A. Hihn dated AUGUST 26, 1859 in which Hihn intended to sell a total of 45.8 acres to Frederick W. Macondray in Rancho Soquel only. This highly contested deed is fully discussed in the text and in the WILLIAM OTIS ANDREWS discussion in this Chapter.

AUGUSTAS NOBLE is the owner in fee, and entitled to partition in severalty to two parts, 1/540th part and 1/280th part.

Augustas Noble acquired through a deed with John Ingoldsby MAY 3, 1856 1/12th undivided part in both ranches, selling his claim to land in the Augmentation in two deeds.....the first to Roger G. Hinckley and John Shelby JUNE 19, 1858 and the second to Craven Hester AUGUST 17, 1858.

It would seem that he wanted ownership again in the Augmentation because he entered into a deed with William Ireland on JUNE 4, 1860 in which he purchased 3/10ths of 1/12th or 1/40th of the ranch.....but as discussed earlier in this Chapter in the ADOLPHE F. BRANDA and WILLIAM IRELAND DEED discussion, Augustas Noble's 1/40th purchase was reduced to the above percentages.

CASIMERO & DARIO AMAYO are the owner in fee, and entitled jointly to partition in severalty to 1/27th part of the ranch.

The brothers Casimero and Dario Amayo acquired their 1/27th part in the ranch in a deed with Antonia and Henry Peck OCTOBER 17, 1860, then reaffirmed in a second identical deed the sale JUNE 12, 1861.

FRANCIS R. BRADY & BENJAMIN CAHOON NICHOLS are the owner in fee, and entitled jointly to partition in severalty to 1/54th part of the ranch.

Partners Brady and Nichols acquired their claim to the 1/54th part of the ranch through their deed dated OCTOBER 19, 1859

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FRANCIS R. BRADY & BENJAMIN CAHOON NICHOLS (Continued)

with the Wesley Burnett & Company.....the Wesley Burnett & Company acquired the 1/54th part through a deed with Henry and Antonia Peck SEPTEMBER 14, 1859.

ROGER GIBSON HINCKLEY & JOHN LAFAYETTE SHELBY are the owner in fee and entitled jointly to partition in severalty to 1/36th part of the ranch.

Hinckley and Shelby acquired their claim to land in the ranch through a deed with Augustas Noble dated JUNE 19, 1858. They purchased from Augustas Noble 1/2 of his 1/12th part, totaling 1/24th undivided part. After the two partners constructed a sawmill and the necessary supporting facilities, they sold them and 1/4 of their claimed land to Richard Savage DECEMBER 10, 1859. With the sale final, this left Hinckley and Shelby with 3/4's of the 1/24th part purchased from Augustas Noble, or a total of 1/32nd parts. For a reason that only Charles B. Younger can answer (his notes have never been found), he reduced Hinckley and Shelby's percentage to 1/36th part.

RICHARD SAVAGE is the owner in fee, and entitled to partition in severalty to 1/96th part of the ranch.

Richard Savage acquired his 1/96th part in a deed from Hinckley and Shelby DECEMBER 10, 1859. Charles B. Younger awarded Richard the 1/96th part even though he lost all claim to the land and sawmill facilities to Benjamin Cahoon through a court ordered sale because of the unpaid debt to his grantors Hinckley and Shelby. Richard Savage is owner of the 1/96th part in the area in name only. Charles B. Younger established ownership as of the date that the Summons and Complaint were served, AUGUST 14, 1860.

FREDERICK A. HIHN is the owner in fee, and entitled to partition in severalty to 12/90th undivided parts of the ranch.

In his Complaint Frederick A. Hihn claimed ownership of 13/54th parts of the Augmentation, or 24-percent of the area. Charles B. Younger, after considering all statements and proofs, ruled that Hihn was the owner of 12/90th parts for a percentage of 13.3. Without Frederick A. Hihn calculations and those of Charles B. Younger, we will never be able to

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FREDERICK A. HIHN (Continued)

arrive at their totals. Therefore listed in the order that Frederick A. Hihn became involved in transactions concerning the Augmentation, the following is presented accompanied with the final decision by Charles B. Younger.....

MAY 29, 1856- In a court ordered sale Pruitt Sinclair sold to the highest bidder, Frederick A. Hihn, 1/54th part in both ranches.

CHARLES B. YOUNGER declared part of this deed void.....due to an error in the recorder's office, when the deed was filed only the portion sold in Rancho Soquel was filed correctly.... see FREDERICK A. HIHN versus JAMES TAYLOR and BENJAMIN F. PORTER this Chapter.

JANUARY 8, 1858- Helena Littlejohn and her husband sell to Frederick A. Hihn 1/3rd of her 1/9th claim to land in both ranches.

CHARLES B. YOUNGER accepted this deed as valid.

JULY 3 and AUGUST 6, 1858- In a court ordered sale Joseph L. Majors sold to the highest bidder, Frederick A. Hihn 1/18th part in both ranches.

CHARLES B. YOUNGER decreed that Joseph L. Majors had claim to land in Rancho Soquel only at the time the deeds were signed, therefore the sale in the Augmentation was voided.....see FREDERICK A. HIHN versus JOSEPH L. MAJORS, GEORGE W. EVANS and CHARLES H. WILLSON this chapter.

APRIL 29, 1859- Maria Luisa Juan and her husband Ricardo Fourcade Juan sell 1/3rd of her 1/9th claim to land in both ranches to Frederick A. Hihn.

CHARLES B. YOUNGER accepted this deed as valid.

JUNE 28, 1859- In a court ordered sale, because Adolphe F. Branda had failed to pay the taxes due on his 1/30th claim to land in both ranches for the 1858 tax year, Frederick A. Hihn is the high bidder.

CHARLES B. YOUNGER accepted Frederick A. Hihn, because his deed through the tax collector occurred before the Probate Court in San Francisco sold the same claim to Frederick W.

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FREDERICK A. HIHN (Continued)

Macondray after Adolphe F. Branda's death. But in the deed that Frederick A. Hihn entered into with Macondray in which he (Hihn) intended to sell 45.8 acres only in Rancho Soquel, due to the "wording" of the deed, Younger decreed that Hihn had sold the entire 1/30th claim in both ranches to Macondray. See The ADOLPHE F. BRANDA and WILLIAM IRELAND DEEDS this Chapter.

AUGUST 26, 1859- Frederick A. Hihn intends to sell 45.8 acres only in Rancho Soquel to Frederick W. Macondray.....see deed dated JUNE 28, 1859 above.

SEPTEMBER 29, 1859- Pruitt Sinclair and his partner John Hames claim that they jointly own 1/18th part in the Augmentation. Because he has an unpaid debt totaling \$925 (\$12,950), the court orders Pruitt Sinclair to auction the 1/18th claim in the Augmentation and additional properties in downtown Santa Cruz and along Corralitos Creek. Frederick A. Hihn, with a high bid of \$1,425 (\$19,950) received a deed signed by the Sheriff.

The Sheriff's deed was declared void due to an error made by the Sheriff. For unknown reasons this deed is never considered by either Frederick A. Hihn or Charles B. Younger as far as known records indicate.

JANUARY 20, 1860- Benjamin F. Porter sells 1/54th part of the Augmentation to James Taylor.

CHARLES B. YOUNGER decrees that in spite of Frederick A. Hihn's claim that the 1/54th part awarded to James Taylor was his claim, Younger decided against Hihn.....see FREDERICK A. HIHN versus JAMES TAYLOR and BENJAMIN F. PORTER this Chapter.

JULY 24, 1860- Nicanor Lajeunesse and her husband Francisco sell her 1/9th claim to land in both ranches to Frederick A. Hihn.....then in the following deed.....

JULY 24, 1860- Frederick A. Hihn sells 1/2 of the 1/9th he had just purchased from Nicanor Lajeunesse (1/18th part) to Henry W. Peck.

CHARLES B. YOUNGER accepts both of the above deeds as legal... see LAJEUNESSE DEEDS SHACKLEFORD & VANDENBERG versus FREDERICK A. HIHN this Chapter.

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FREDERICK A. HIHN (Continued)

DECEMBER 26, 1860- Jones Hoy sells 1/18th of the Augmentation to George W. Evans.

CHARLES B. YOUNGER decrees that this sale is final to George Evans, that Frederick A. Hihn's claim that he acquired the claim through an earlier deed dated JULY 3, 1858 with Joseph L. Majors was incorrect.....see FREDERICK A. HIHN versus JOSEPH L. MAJORS, GEORGE W. EVANS and CHARLES H. WILLSON this Chapter.

APRIL 25, 1861- Charles H. Willson sold his 1/18th claim in both ranches to Frederick A. Hihn.

CHARLES B. YOUNGER decreed that this deed was void due to a mistake made by the court and to earlier agreements between Joseph L. Majors and Charles H. Willson.....see FREDERICK A. HIHN versus JOSEPH L. MAJORS, GEORGE W. EVANS and CHARLES H. WILLSON this Chapter.

And it is further considered, adjudged and decreed, that the defendants Maria Luisa Juan, Lyman John Burrell, Joel Bates, Craven P. Hester, Benjamin Farley, James Taylor, George K. Porter, Casimero and Dario Amayo jointly, Francis R. Brady and Benjamin Cahoon Nichols jointly, Roger Gibson Hinckley and John Lafayette Shelby jointly, Richard Savage and Frederick A. Hihn, have each at their own proper costs and expense, made useful, permanent, and valuable improvements on the said lands above described.

And it is further considered, adjudged, and decreed, that neither of the defendants, Jose Littlejohn, Ricardo Fourcade Juan, Joseph Averno, Thomas Fallon, Frederick C. Hihn, Christian Miller, Henry Cambustan, Joaquin Boledo, Cyrus Coe, George W. Kirby, Henry F. Parsons, John P. Stearns, Francis M. Kittridge, Asa W. Rawson, H.B. Holmes, Benjamin F. Porter, John Wilson, Joseph S. Alemany, Francisco Young ALIAS Francisco Lajeunesse, Nicanor Young, Maria Josefa Clements, Lambert B. Clements, Pruitt Sinclair, Joseph L. Majors, Charles H. Willson, William Ireland, William Otis Andrews, James Scarborough, Charles Plum, I.S. Reed, Thomas Curtis in his own right or Thomas Curtis as Administrator of Benjamin P. Green, deceased, Mary E.J.

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Slade, Henry Lawrence, Thomas Curtis as Administrator of John Ingoldsby, deceased, John Francis Llebaria, have any title, right, claim, or interest in the lands and tenements described in the Complaint, or any part thereof.

signed and attested to by Charles B. Younger,
Court assigned Referee

ADDITIONAL FINDINGS BY
REFEREE CHARLES B. YOUNGER

Charles B. Younger found, and recommended that the Soquel Augmentation is not susceptible of partition among the joint owners thereof without great prejudice to their interest except the interest, respectively claimed by James Taylor and Lyman Burrell.....that their interests can be set off to them respectively by water and bounds.....and that the Augmentation ought to be sold with the exception aforesaid. He continued that the respective owners should share in the sale money equal to the percentage so given to them by this partitioning report.

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CHAPTER 14

MOTIONS, REQUESTS
FOR NEW TRIALS
and the
LAJEUNESSE DEEDS

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MOTIONS, REQUESTS FOR NEW TRIALS
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AUGUST 22, 1861 (Augmentation suit)- JOHN WILSON still representing John Ingoldsby, now deceased and the rest of the defendants in the INGOLDSBY versus RICARDO JUAN suit serves notice the he and his clients take exception to the Partitioning Report submitted by Charles B. Younger and will move for a new trial. The notice is signed by John Wilson, the defendants and the added signature of Augustas Noble.

AUGUST 26, 1861- SHERIFF'S DEED

On this date Richard Savage signed a Sheriff's deed passing title to Benjamin Cahoon, his water powered sawmill, its supporting facilities and the 1/96th part of the Augmentation that Roger Hinckley and his son-in-law John Shelby included in the sale to him DECEMBER 10, 1859. Earlier Benjamin had Richard in court for a debt of \$810.61 (\$11,348.54) when Hinckley and Shelby had a lien served on Richard Savage for non payment of his debt to them. Unable to pay either debt, the court ordered the above discussed facilities and land be auctioned at a Sheriff's sale, with Benjamin Cahoon the high bidder at \$1,100 (\$15,400). Now the 1/96th part of the Augmentation and the idle sawmill and facilities belonged to Benjamin Cahoon.

SEPTEMBER 11, 1861

The State Supreme Court overturned Frederick A. Hihn's anti-logging injunction against Joel Bates. Joel entered his appeal to have the injunction overturned SEPTEMBER 8, 1860. Now Joel Bates, Francis R. Brady and his partner Benjamin Cahoon Nichols and Benjamin Cahoon (in place of Richard Savage) could resume their logging activity in the Augmentation.

During the period that the Hihn anti-logging injunction was being fought in both the lower court and in the State Supreme Court, Brady and Nichols continued their logging along the west side of Soquel Creek, between the creek and "old" Mountain School, while Richard Savage spent a lot of his time and activity in court fighting Benjamin Cahoon's suit and Hinckley and Shelby's lien against his mill, supporting facilities and the 1/96th part of the Augmentation.

Now that Benjamin Cahoon was free to begin logging within the vicinity of Soquel and Hinckley creeks, he choose to concentrate his logging efforts elsewhere, keeping the Savage Mill shutdown. The mill would not be reopened until the 1868/1869 period.....

OCTOBER 3, 1861 (Rancho Soquel suit)- DR. JOHN P.P. VANDENBERG states that because of incorrect statements made by plaintiff Henry Peck and defendant Frederick A. Hihn he was prevented from having a fair trial before Charles B. Younger. He states that the evidence presented was not sufficient to justify that Hihn was entitled to partition of the 71/270th parts of the ranch, that the findings were both against evidence and law, plus there was an error of law occurring at the trial and excepted to by Hihn.

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The doctor continued that the finding of the referee in favor of Henry Peck was against law and the evidence was insufficient to justify his award of 1/9th part of the ranch and that the referee's report should show that he is the owner in fee and entitled to 1/9th of the premises.

OCTOBER 5, 1861 (Rancho Soquel suit)- DR. JOHN P.P. VANDENBERG, in this exception to Charles B. Younger's report, the doctor repeats his objections made in his MOTION to SET ASIDE the YOUNGER REPORT submitted October 3, 1861, obviously brought on by his dissatisfaction with the rejection of his deed dated JANUARY 21, 1854.

OCTOBER 5, 1861 (Rancho Soquel suit)- DR. JOHN P.P. VANDENBERG repeats the previously discussed statements made OCTOBER 3, 1861, then adds the following statement.....to Henry and Maria Antonia Peck, plaintiffs, and defendant Frederick A. Hihn and each of the other defendants except for defendant Dr. John P.P. Vandenberg.....you are hereby notified that defendant Vandenberg requests of the Third District Court to set aside the referee's report and begin a new hearing and trial beginning during the upcoming January term.

OCTOBER 8, 1861 (Augmentation suit)- CRAVEN P. HESTER & BENJAMIN FARLEY submit their OBJECTIONS to the YOUNGER REPORT by stating their disagreement with Charles B. Younger's decision concerning the sale of the Augmentation instead of partition. Hester, speaking for himself and as attorney for Benjamin Farley states that from all evidence presented, that partition should be made among the joint owners of the Augmentation.

Craven Hester ends his objection to Younger's report by asking that it be set aside and that a new trial be granted and that partition be made.

OCTOBER 14, 1861 (Augmentation suit)- THOMAS COURTIS on his own behalf, as Administrator of the deceased John Ingoldsby (after it was admitted by all parties that he had died in Chicago prior to January 1, 1860), for attorney John Wilson, Mary E.J. Slade, Cyrus Coe, Charles Plum and Henry Lawrence ask the court to set aside the report of Charles B. Younger and that a new trial begin on the following grounds.....

Because the report and findings do not state the facts found, and the conclusions of law either together or separately...or...embrace all the issues jointed in the case and embraced in the order of reference. Also, because the evidence was insufficient to justify the findings and decisions which are also against the law and contrary to the evidence. Courtis concludes his motion for a new trial by stating that there were errors of law accuring at the referee's trial and excepted to by each and every of the defendants named before the referee.

Next, the above defendants were joined by Frederick W. Macondray (deceased), Archbishop Joseph S. Alemany and the absent Father John Llebaria, and jointly they offered into evidence Martina Castro's deed dated AUGUST 29, 1850. Next with John Wilson speaking for the preceding defendants offering the following objections to the validity of the deed, to wit.....

John Wilson read the ARGUMENTS BY JOHN WILSON AGAINST VALIDITY OF MARTINA'S DEED presented to the Seventh District Superior Court in Contra Costa County during the INGOLDSBY versus RICARDO JUAN suit.....the eleven (11) points in the arguments will not be repeated here.....see CHAPTER 8 for the full text.

NOTE: The objections to the validity of Martina's deed were submitted to the court assigned referees by Judge Samuel B. McKee for their opinion. The referees overruled all the objections and admitted the deed for all purposes for which it was offered which each and every of the defendants by their counsel then and there duly excepted.

Next the above defendants offered and read into evidence the following deeds and agreements.....

- DEED dated January 22, 1855 between Martina Castro and Louis Depeaux and grantees Archbishop Joseph S. Alemany and Father John Llebaria.....

SEE APPENDIX B

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- DEED dated September 10, 1855 from Archbishop Joseph S. Alemany and Father John Llebaria to the Reverend John Ingoldsby.....
- Defendants next read into evidence the deeds from Benjamin P. Green to Mary E.J. Slade (May 5, 1856), to Charles Plum (May 5, 1856), to Henry W. Lawrence (May 13, 1856) and from James Scarborough to Cyrus Coe (May 24, 1858).
- AGREEMENT dated September 11, 1855 between the Reverend John Ingoldsby, Father John Llebaria and Archbishop Joseph S. Alemany.....
- DEED dated September 7, 1860 between Archbishop Joseph S. Alemany to Thomas Courtis.....and
- DEED dated February 28, 1861 between Father John Llebaria and Thomas Courtis.....the text for the above two short deeds are available at the County Recorders Office in Santa Cruz.
- DEED dated May 26, 1858 from Cyrus Coe to Thomas Courtis in which Coe sold to Courtis an undivided 2/3rds of his 1/18th claim to land in both ranches.

Thomas Courtis ended this motion for a new trial by offering into evidence the deposition of Louis Depeaux taken July 14, 1856 in San Francisco.....the entire text of the deposition is presented in CHAPTER 7 of this book.

OCTOBER 15, 1861 (Rancho Soquel suit)- THOMAS COURTIS in making a MOTION for a NEW TRIAL for Rancho Soquel partitioning suit, presents the almost identical presentation that he presented the day before for the Augmentation suit.

OCTOBER 18, 1861 (Rancho Soquel suit)- FREDERICK A. HIHN is joined by LUISA and RICARDO JUAN, HELENA and JOSE LITTLEJOHN and GUADALUPE and JOSEPH AVERON in a request to change THOMAS COURTIS's MOTION for a NEW TRIAL of October 15, 1861.

The changes recommended by the above defendants are the removal of the deeds and agreements submitted for evidence by Thomas Courtis and replacing them with the deeds accepted by Charles B. Younger on their behalf.

OCTOBER 18, 1861 (Rancho Soquel suit)- FREDERICK A. HIHN submits his OBJECTIONS to the YOUNGER REPORT. On his own behalf he claims that the 71/270th parts should be 8/27th parts.....and that Augustas Noble's 1/12th should be 1/27th part.....that George K. Porter's 7/270th parts should be 13/1,018 parts.....and Frederick W. Macondray's 19/540th parts should be 320/9,720 parts.

Frederick A. Hihn continues that the findings of the referee concerning the above defendants are contrary to the evidence given and they are against law and because they are against law, many errors were committed (by Younger).

Hihn, through his attorney Robert F. Peckham served notice to the above defendants that he was filing his objections with the Clerk of the court.

OCTOBER 18, 1861 (Augmentation suit)- FREDERICK A. HIHN submits his OBJECTIONS to the YOUNGER REPORT. On his own behalf he claims that the 12/90th parts should be the 13/54th parts that he claimed in his complaint.....and that James Taylor...George K. Porter...Augustas Noble....and George W. Evans should not be awarded any portion of the Augmentation. Hihn continues.....that Craven Hester's 1/48th should be 5/432 parts....and that Frederick W. Macondray's 1/30th part should be no more than 2/243 parts.

Hihn next asked the court to set aside the claim of Francis Brady and Benjamin Cahoon Nichols that their improvements total \$2,000 (\$28,000).....they are worth no more than \$450 (\$6,300).

Hihn also disputed that neither Richard Savage or James Taylor had made any useful improvements on their property and it is improper for Taylor to include his supposed improvements in the value of the land.

Concerning Lyman Burrell, Hihn stated that he had entered his proper costs for

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his improvements and that they are useful and permanent, but their value should not be included in the value of the land.

Hihn continued that Joel Bates' improvements should total no more than \$4,000 (\$56,000), that their worth is not the \$10,000 (\$140,000) that he claims and that the value of the improvements made by Craven Hester and Benjamin Farley should be included within the value of their land.

Frederick A. Hihn, through Robert F. Peckham concludes his objection to the Younger Report for the Augmentation suit with the identical words that ended the preceding objections for the Rancho Soquel suit made on October 15, 1861.

OCTOBER 18, 1861 (Augmentation suit)- FREDERICK A. HIHN is joined by HENRY and ANTONIA PECK, HELENA and JOSE LITTLEJOHN, THOMAS and CARMEL FALLON, LUISA and RICARDO JUAN and GUADALUPE and JOSEPH AVERON in a request to change THOMAS COURTIS's MOTION for a NEW TRIAL of October 14, 1861.

The changes recommended by the above defendants are the removal of the deeds and agreements submitted for evidence by Thomas Courtis and replacing them with the deeds accepted by Charles B. Younger on their behalf.

Changes that Robert F. Peckham read into the record on behalf of his client Frederick A. Hihn are as follows.....

- A lien duly recorded against the property of Lyman Burrell for \$500 (\$7,000). When Burrell signed his deed with Henry and Antonia Peck APRIL 13, 1859 he gave them \$1,000 (\$14,000) in gold coin and a note for \$500. Henry Peck was in the process of pressuring Burrell to pay off the note or get off the land with a law suit. Many over the years have considered that it was Henry Peck attempting to acquire Burrell's land through his suit. But this entry by Hihn into the court record clarifys the situation, it was Hihn that was attempting to acquire Burrell's land through Henry Peck. When Burrell sent his son to San Francisco to borrow the \$500 (\$7,000) from friends, and paid Henry Peck in full, the suit was dropped, ending Hihn's attempt to acquire ownership of Burrell's 1/27th claim to land.
- Frederick A. Hihn objected to the following entry read into the record by George Kirby's son of the deed dated SEPTEMBER 19, 1852 from Nicanor and Francisco Lajeunesse in which they sold approximately 1,000 acres along the north side of Rancho Soquel, between the Soquel River and Borregas Gulch extending north to the junction of Grover Gulch and Bates Creek to Thomas W. Wright, Peter Tracy and Montgomery B. Shackelford. Because the deed was not properly notarized when signed, Charles B. Younger declared it void.....after Hihn's objections were overruled, the deed was allowed to be entered into the record.

Next, George Kirby's son read into the record the deed dated JANUARY 29, 1855 in which Montgomery B. Shackelford was purported to sell to his father 1/27th part of the Augmentation.....the son's name was Charles who testified as follows.....my father lives on the ranch in suit; he has made improvements consisting of a picket fence enclosing 1 1/2 acres plus added 1 1/2 miles of rail fencing, a dwelling house, a stable, hen house, and a nursery of trees totaling 10 acres. The dwelling house was there in 1855 when my father purchased the place, also part of the rail fence was there.

Another witness came foreward and testified that Montgomery B. Shackelford moved from the premises in 1854 or 1855, selling the land (located in the far southwest corner of the Augmentation where Bates Creek joins the Soquel River) to George Kirby.

When Robert F. Peckham requested on behalf of Frederick A. Hihn in this request to change Thomas Courtis's motion for a new trial that all deeds originating through John Ingoldsby and his two attorneys John Wilson and James Scarborough are illegal and be removed from the record, this brought the following response from the following defendants.....

- AUGUSTAS NOBLE claims he owns 3/10th of 1/12th of the Augmentation through his deed with William Ireland dated JUNE 4, 1860.....Younger reduced this

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claim to 1/540th and 1/280th parts.

- CRAVEN HESTER claims he purchased 1/2 of Augustas Nobles 1/12th, or 1/24th part, of which he sold half to Benjamin Farley.
- ROGER G. HINCKLEY & JOHN SHELBY claim that they purchased 1/2 of Augustas Noble's 1/12th, or 1/24th part of the Augmentation.
- RICHARD SAVAGE claims that he purchased 1/4 of Hinckley and Shelby's 1/24th undivided part, or a total of 1/96th part of the Augmentation.
- GEORGE K. PORTER claimed that through the court ordered sale APRIL 21, 1859 he purchased 7/270th parts in both ranches.....George claimed that he had originally purchased 7/10th of 1/12th part in both ranches, but Charles B. Younger reduced it to 7/10ths of 1/3rd of 1/9th, or 7/270th parts.
- FREDERICK W. MACONDRAY claimed the 1/30TH part he acquired through his deed with Frederick A. Hihn AUGUST 26, 1859.

After the preceeding deeds were read into the record, Robert F. Peckham called as a witness Lambert B. Clements to testify on the validity of Martina Castro Depeaux's deed dated AUGUST 29, 1850 in which she divided her lands into nine equal sections among her eight children and herself.....this testimony was in answer to the testimony presented by Thomas Courtis concerning the validity of the deed.

TESTIMONY OF LAMBERT B. CLEMENTS

Lambert B. Clements began his testimony by giving the following history of Rancho Soquel.....Ricardo Juan had been on the ranch since 1847, and has occupied land there since 1850 as his personal possession.

Nobody except Martina Castro, Ricardo Juan and Francisco Lajeunesse with Nicanor were living on the ranch with permission of Martina when the deed was signed.

I never heard of any lease that was prepared for Martina Castro to sign whereby it was proposed to lease the ranch to her children.

Previous to August 29, 1850, at the request (suggestion) of Louis Depeaux and Martina Castro, there was a writing prepared by me whereby Martina Castro obligated herself to give to each of her children an equal right in the ranches with herself, and we obligated ourselves to pay the taxes equally and to keep off squatters.....and the paper is in the possession of Thomas Fallon, at least it was some time ago.

Martina Castro and Louis Depeaux had proposed to divide off the ranches among us.....there was a consultation at her house at which all the family were present.

After talking over the matter and taking into consideration the various things, pro and con, Martina thought it best to let it remain such time as the ranches were confirmed (by the U.S. Land Commission) before a division was made.

Martina then proposed that we should occupy and cultivate any portion of the ranch excepting a certain piece (where her house stood), which was to commence at the old crossing of the Soquel River, and thence following on a line of the road to the gulch in back of the house (today the gulch is called Nobles Gulch), thence down the gulch to the Bay of Monterey, thence to the mouth of the Soquel River, and thence up the river to the place of beginning, which she desired for herself, Louis Depeaux, and her son Miguel Lodge, and her daughters Maria Antonia, Maria Helena and Maria Guadalupe.

With the understanding there was drawn up, and signed by Martina, Ricardo Juan, Francisco Lajeunesse, Thomas Fallon, and myself.....the document referenced as the Acknowledgment dated November 29, 1850.....a copy of that document was made at the time which Louis Depeaux took.....Thomas Fallon took the original. Martina could not read the English language.

The document that Lambert B. Clements was discussing was the Article of Agreement signed and dated the day before Martina's final deed was signed

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August 29, 1850.....the text of both papers are presented in their complete text in **APPENDIX B**

TESTIMONY OF THOMAS W. WRIGHT & LAMBERT B. CLEMENTS

Next, called to testify with Lambert B. Clements was the County Surveyor, Thomas W. Wright to give his comments on the condition of Rancho Soquel between 1850 and 1855. The purpose of his testimony was to establish that Father John Llebaria was familiar with the status of the ranch (Rancho Soquel) when the two deeds were signed with Martina and her husband January 22, 1855. First Wright then Clements stated that Father Llebaria was in the area for several years before the two deeds were signed in San Francisco, therefore he had to have been aware of the number of persons living on the lower ranch. He also had to be aware of the deed signed August 29, 1850, and that most of the persons living there were doing so under the conditions of it.

Lambert B. Clements further testified that the Reverend John Ingoldsby was observed as a frequent visitor to the county recorder's office and was known to have read Martina's deed and its acknowledgment.

When asked about the condition of Martina's mind, Lambert answered.....she is now living on the Soquel Ranch.....she was formerly in the Insane Asylum, at Stockton, but was brought back from there in 1857.....I don't think her mind is in a condition suitable to appear here and give testimony herein.....for though her mind is rational enough when quiet, yet whenever she is questioned about the ranch matter, she becomes excited and irrational.

Lambert B. Clements was then asked who paid the taxes on the Soquel Rancho and the Augmentation in 1850? He answered that Louis Depeaux paid the taxes on the properties for the portions that Martina and the unmarried children, and that Thomas Fallon, Ricardo Juan, Francisco Lajeunesse and myself paid the taxes on the balance

Both Clements and Wright testified as to who were living on the Rancho Soquel in 1850 when Martina made out her deed (August 29, 1850), and who was there when the two deeds were signed in San Francisco (January 22, 1855)....**SEE APPENDIX A**

And finally Lambert B. Clements was asked to state what the two ranches of Martina Castro were worth in 1850.....Lambert guessed about \$75,000 (which today would be about \$1,050,000).....then called to the stand and asked the same question as John Daubenbiss, guessing that they were worth about \$20,000 (\$280,000), stating that their value at that time (1850) was considered very poor.

The DEPOSITION of LOUIS DEPEAUX
of JULY 14, 1856

Robert F. Peckham, as a final answer to Thomas Curtis's motion for a new trial, read into evidence the deposition taken of Louis Depeaux on the above date in San Francisco.....the complete text of the deposition is presented in CHAPTER 7.

After the deposition was read to the court Peckham contended that the original, as presented by John Wilson had been altered.....to support his accusation he called to the witness stand D.J. Haslam, the present County Clerk and Recorder for Santa Cruz County as a handwriting expert.

Haslam stated that it appeared that the deposition was altered, sometimes in a rather "crude" manner.....Haslam's testimony will not be presented here because in spite of his testimony, the deposition as presented by John Wilson earlier was allowed to remain in the records.

NOTE: The preceding testimony is not all the testimony that Robert F. Peckham presented on behalf of his client Fraderick A. Hihn, but it is all the testimony that was photographed and readeable.....much of the actual testimony was never photographed before the originals were destroyed.

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OCTOBER 18, 1861 (Augmentation suit)- RICHARD SAVAGE, FRANCIS R. BRADY, BENJAMIN C. NICHOLS, GEORGE KIRBY and JOHN P. STEARNS request that the Younger report be set aside and accept their MOTION FOR A NEW TRIAL on the following grounds:

- Because the report and findings do not state the facts found and the conclusions of law therefrom.
- Because the report and findings do not state the facts found and the conclusions of law therefrom separately.
- Because the report and findings do not embrace all the issues joined in the case and embrace in the order of reference.
- Because the evidence is as insufficient to justify the finding and decision of the referee.
- Because the finding and decision of the referee is against law.
- Because the findings and decision of the referee is contrary to the evidence.
- Because the errors, of law, occurring at the trial and excepted to by each and every one of the defendants above named.

On the trial of this case before the referee Younger, it was admitted by all the parties thereby, that they each every and all claimed title to the premises in question under Martina Castro and through her deed dated August 29, 1850....

The deed is submitted without objection at this point into the record.

The defendants next offered into evidence the following deed which also is offered in evidence by Robert F. Peckham for plaintiff Frederick A. Hihn and defendants Henry and Antonia Peck.....

DEED dated SEPTEMBER 19, 1852 in which Nicanor Lajeunesse and her husband sell (approximately) 1,000 acres to Thomas W. Wright, Peter Tracy and Montgomery B. Shackelford.....after this deed was recorded, its wording was misrepresented to comprise 1/9th of the Augmentation with each grantee claiming 1/3rd, or a total of 1/27th part.

George Kirby next offered the following deed into evidence.....

DEED dated JANUARY 29, 1855 in which Montgomery B. Shackelford sold to George Kirby his share of the Augmentation, which Kirby claims is 1/27th part.

After George Kirby read his deed, defendants Joel Bates, Francis Brady, Benjamin Nichols and John Stearns read into evidence the following deed.....

DEED dated FEBRUARY 4, 1853 in which Thomas Fallon sold to Thomas W. Wright and Peter Tracy his claim to School Land Warrants Nos. 353, 354 and 108 totaling 640 acres.

After the preceeding deed was entered into evidence, the above defendants called as witness Thomas W. Wright to testify as follows.....

TESTIMONY OF THOMAS W. WRIGHT
SCHOOL LAND WARRANTS

After he was shown the preceeding deed, Thomas testified as follows.....
"I am one of the grantees in this deed. I know where the warrants are located that are mentioned in the deed.....the lands were located between Rancho Soquel and the Augmentation, stretching from the west boundry of the two areas on the Soquel River east to the east boundry at Borregas Creek.

The enclosed area encompassed approximately 950 acres, or 1/33rd part of the entire Augmentation. The purpose of this deed was intended to convey to Thomas Fallon's interests, in all the land between the eastern and western lines of the ranch, and extending from one to the other, and north of the southern line of the locations.

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A little over 32/33s of the premises in question lie north of the area described."

Next defendants Joel Bates, Francis Brady, Benjamin Nichols and Richard Savage read into evidence the following deed.....

DEED dated NOVEMBER 30, 1854 in which Thomas W. Wright sold his claim to Peter Tracy all the interest in School Land Warrants Nos. 353, 354 and 108 totaling 640 acres.

PETER TRACY'S SCHOOL LAND WARRANTS

It was admitted by all parties that Peter Tracy died at Santa Cruz August 7, 1857, then without objection the above defendants read Peter's last will and testament into evidence in which he appointed Asa W. Rawson and Francis W. Kittridge as his executors, and the probate of his will in the Probate Court of Santa Cruz County and the petition of Rawson and Kittridge to the Probate Court for letters of testimony.....and two bonds executed by Rawson and Kittridge as executors, in the sum of \$1,000 (\$14,000) each as required by the order, with two securities each, and the approval of the bonds by the Probate Court, also the oaths taken by the executors, and ACT of the Legislature of the State of California, approved March 8, 1860, in stature of 1860, page 11 authorizing said executors to sell the real estate of Peter Tracy, at public or private sale.....also the order of the Probate Court, made April 5, 1860 fixing the amount of the executors bond required by the said ACT at the sum of \$2,200 (\$30,800).....also the bond of the executors given in pursuance of the order, approved by the judge of the Probate Court, and filed April 14, 1860.....also the report of sales made by the executors at public auction in the manner of notice required by law.....the one fourth paid of his interest in the premises in question to defendants FRANCIS BRADY and BENJAMIN NICHOLS....the one fourth part thereof.....to AUGUSTAS NOBLE.....the one fourth part thereof.....to JOEL BATES.....the one fourth part thereof.....and to defendant JOHN STEARNS.....the remaining one fourth part thereof for the sum of \$1,435 (\$20,090) on the aggregate, more than 2/3rds of the appraised value of the estate.

Also the order of the Probate Court confining the sales and directing the executors to make proper deeds there of to the purchasers respectively made MAY 2, 1860.

Next defendant Joel Bates and Francis Brady and his partner Benjamin Nichols each read into the record without objection a deed from the executors dated MAY 5, 1860 for 1/4th (each) of the interest of Peter Tracy.

Next John Stearns read into evidence his deed for 1/4 of Peter Tracy's interest dated JANUARY 14, 1861.

Next Joel Bates read into evidence the following deed.....

DEED dated NOVEMBER 21, 1859 in which Henry and Antonia Peck sold to Joel Bates 1/3rd of Antonia's 1/9th, or 1/27th part of the Augmentation.....it was agreed that the 1/27th part should be taken from Henry Peck's intrust if such a total was owned by him at the time.

Next Francis Brady and Benjamin Nichols read into evidence the following deed with the same understanding as agreed to in the preceeding read deed.....

DEED dated SEPTEMBER 14, 1859 in which Henry and Antonia Peck sold to Wesley Burnett & Company 1/6th of their 1/9th, or 1/54th part of the Augmentation

then they read the following deed.....

DEED dated NOVEMBER 23, 1859 in which Wesley Burnett & Company (brothers Wesley and William P.) sell to them their 1/54th claim in the Augmentation.

Next Francis Brady and Benjamin Nichols called John P. Stearns to the witness stand to testify.....John testified that he knew the firm of Wesley Burnett

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& Company from April 1, 1857 to January 1, 1860, inclusive and during that time the firm was composed of Wesley Burnett and William P. Burnett, brothers and partners performing as traders and doing business under the firm name.

After John P. Stearns testified, Richard Savage offered into evidence the series of transactions that lead to his deed.....he first offered the deed of Martina Castro and her husband Louis Depeaux dated JANUARY 22, 1855 with the Archbishop Joseph S. Alemany and Father John Llebaria, then the deed dated SEPTEMBER 10, 1855 in which the latter two transfer ownership of the Augmentation to the Reverend John Ingoldsby, and finally the deed dated MAY 3, 1856 in which Ingoldsby sold 1/12th of the Augmentation to Augustas Noble. This now allowed Richard Savage to read into the record the following deed.....

DEED dated JUNE 19, 1858 in which Augustas Noble sold to Roger Hinckley and John Shelby 1/2 of his 1/12th claim, or 1/24th part of the Augmentation.

Richard Savage then read his final entry, the following deed.....

DEED dated DECEMBER 10, 1859 in which Roger Hinckley and John Shelby sell to him their water powered sawmill, certain other improvements plus 1/4 of their 1/24th claim in the Augmentation, totaling 1/96th part for \$1,800 (\$25,200).

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The Plaintiff Frederick A. Hihn next produced a deed purported to have been executed by Nicanor and Francisco Lajeunesse to the Plaintiff dated 7/24/1860 purporting to convey the 1/9th part of the Augmento. To this deed were attached two certificates of acknowledgment, all being submitted as evidence. Then the Plaintiff called as witness Lambert B. Clements, who being sworn and the last-foregoing deed being shown him, testified as follows:

TESTIMONY of LAMBERT CLEMENTS

The name of Lambert B. Clements as witness on the deed was genuine and made at its execution. Nicanor is the daughter of Martina Castro and Francisco Lajeunesse was her husband and they were married at the time the last witness signed the deed. The wife and husband did not sign the deed on the same day, the husband was not present when the wife signed. The deed was first signed by the wife and duly acknowledged at the office of Bennett, who certified it. The Plaintiff Hihn, Henry Peck, Bennett (the Notary Public), the wife and myself were the only persons present at the time.....and on the following day the husband signed the deed at the same place, when the same persons were present. The husband was not present when his wife signed or when she acknowledged the deed.

The Plaintiff Frederick A. Hihn then offered the above deed in evidence to show conveyance of the seperate estate of Nicanor Cota and her husband in all of the premises to him, Frederick A. Hihn the Plaintiff.

To the admission of Frederick A. Hihn's deed dated 7/24/1860 in evidence, Joel Bates, Francis R. Brady, Benjamin C. Nichols, Richard Savage, John P. Stearns and George Kirby objected on the following grounds, to wit:

- Because there is no evidence tending to show any title or interests whatsoever in the persons named as grantors therein at the time of the date therein.
- Because it appears from the first certificate of each acknowledgment

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thereto attached (wife's acknowledgment), that the wife was not made acquainted with the contents of the deed by the officer granting the certificate.

- Because it appears by the first said certificate of acknowledgment that the wife did not acknowledge the execution thereof to the officer granting the certificate.
- Because it appears by the two certificates of acknowledgments thereto attached, and by the testimony of the Plaintiff's own witness, Clements, that the husband did not concur in, assent to, approve of the act of the wife in signing and acknowledging the deed, prior to, or at the time of her signing and acknowledging the same.
- Because the grantors therein named had no interest, or estate in the premises therein mentioned at the date the deed which they could convey.
- Because the deed does not appear to have been signed by the grantors therein named, except by making their marks, and it has not been shown that they could not write.
- Because it does not appear that the person described therein as wife has any separate estate in the premises in question, at the time of its execution.
- Because there is no proper certificate to the same, nor any other competent evidence showing the acknowledgments of the wife.

The objections were submitted to a referee who overruled the objections, and admitted the deed for all the purposes for which it was offered, and each and every of the said Defendants by their counsel then and there duly accepted.

Next the Defendant Henry Peck offered in evidence a deed from the Plaintiff Frederick A. Hihn, to wit:

DEED dated 7/24/1860 from Frederick A. Hihn to Henry W. Peck in which Hihn purported to convey 1/2 of the 1/9th claim to land in both ranches to Peck for \$250 that he had just acquired from Nicanor and her husband.

Next the Defendants Bates, Brady, Nichols, Stearns and Kirby offered in evidence letters written and signed by Frederick A. Hihn, to various of the Defendants and other persons, claiming title under the deed from Nicanor and her husband to Peter Tracy, Montgomery Shackelford and Thomas W. Wright dated 9/19/1852, tending to show that Hihn recognized and acknowledged their title under the deed, before he took the deed from the grantors to himself by demanding and receiving contributions from them to defray the expenses of defending an action of ejectments for said premises, which action was founded on a claim of title under the deed from Martina Castro to Alemany & Llebaria dated 1/22/1855, and when John Ingoldsby, the grantee of said Alemany and Llebaria, was Plaintiff (in the Ingoldsby versus Ricardo Juan et als suit), and Ricardo Juan and others claiming title to said premises under the deed from Martina Castro to her children, dated 8/29/1850, and divers.....conveyances, were defendants.

The Defendants then called several witnesses who gave evidence tending to establish the facts of Hihn's knowledge of the claim and acknowledgment of their title under Lajeunesse and his wife Nicanor prior to Hihn's taking the deed from them to him, and that said last mentioned deed was taken by him in fraud of said Defendants rights and at a time when Hihn was a tenant, in common of the premises with the Defendants, and among other witnesses, called for that purpose by Defendants, was Israel C. Wilson, who duly sworn, said.....

The TESTIMONY of ISRAEL C. WILSON

Being duly sworn, Israel Wilson testified.....Early in the year 1859 I was employed by J.F. Bennett, who was then the acting County Clerk

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and Recorder to make new indexes for all the record books in the office of the County Recorder, and I did make such indices. In the same year, and prior to August of that year (1859), Frederick A. Hihn and John Garber examined the indices that I had made, and the books of record in the Recorders Office for the purpose of ascertaining if such indices were correct and I judge by the reports which they made of it to the Board of Supervisors, which board had appointed them to examine them, that their examination was through and complete.

The Defendants then offered and read in evidence a paper purporting to be a covenants promise, or agreements, executed by Frederick A. Hihn, to Nicanor bearing the date July 1860 (the date of the month is not included in the testimony), whereby Hihn agreed and undertook, in consideration of the execution of the deed dated 7/24/1860 to institute or cause to be instituted an action for divorce for her against her husband, and for that purpose to employ counsel to bring and conduct such action, and also to pay all the expenses of such so to be instituted, and to execute the same to final decree.....which said agreements or undertaking is in the words and figures following, to wit.....

Next, offered and read in evidence is the original judgement roll in the case of Nicanor Lajeunesse versus Francisco Lajeunesse in the District Court of the 3rd Judicial District from which it appeared that the suit was an action for divorce, commenced on July 26, 1860, that John P. Stearns was Nicanor's attorney, that her husband was regularly served with Summons therein and afterwards appeared and filed an answer therein, and that such proceedings were had therein that afterwards, to wit, on December 18, 1860 a decree of divorce was duly entered therein in favor of Nicanor and against her husband Francisco.

The TESTIMONY of DAVID HASLAM

After being duly sworn, David stated.....I was Clerk of the District Court for Santa Cruz County from the first day of July, 1860 until the present time (June 20, 1861), and still am. In February 1861 Hihn paid me some money on account of my fees in the suit of Nicanor Lajeunesse versus her husband Francisco which was commenced in July of 1860, and determined in December of 1860. The attorney for Nicanor told me that Henry Peck would pay my fees. There was no other suit between the same parties, or of the same title, in the court. Between July 1, 1860, and the present time,on cross examination, David stated.....Stearns (Nicanor attorney) told me that Henry Peck would pay my fees in that case, and that if he didn't Frederick A. Hihn would pay them. Hihn also told me that he would pay the fees if Peck did not.....it was here that it was brought up that Frederick A. Hihn sold to Henry Peck for \$250 1/2 of the 1/9th that he had just purchased from the now divorced Nicanor and Francisco Lajeunesse.....

LAMBERT B. CLEMENTS RECALLED to TESTIFY

Recalled to the stand by Defendants Bates, Brady, Nichols, Stearns and Kirby, Lambert Clements testified.....at the time of the execution of the deed from Nicanor and her husband to Frederick A. Hihn, there was something said by her that she wanted some security from Hihn reference to what he had promised to do, and she told him that she wanted some flour and Hihn told Bennett to let her have what she wanted.

QUESTION by Defendants consul.....what was said about what was to do?

ANSWER by Clements.....he was to be at all the necessary expenses of getting a divorce from her husband Francisco.

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QUESTIONS by Plaintiff's consul.....was there other considerations to the signing of the deed?

ANSWER by Clements.....there was no other consideration of that deed. But, he did not sign it. At the time she executed the deed Hihn told Bennett to let her have what flour she wanted. When her husband signed the deed the following day Hihn paid him \$50 which was I understood, was in consideration of his executing the deed. Henry Peck was present during the conversation between Hihn and Nicanor.

The TESTIMONY of JOHN P. STEARNS

John Stearns, after being duly sworn, testified as follows....I was the attorney for Nicanor in her divorce suit, the judgement roll in which case has already been given in evidence. Henry Peck engaged my services to conduct that suit, and he paid me my fee. I don't recall that Frederick A. Hihn manifested a lively interest in that suit, he spoke to me about it twice or three times. Nicanor was not living with her husband during the summer of 1860, and up to the time of the commencement of that suit, Hihn paid \$20 or \$25 to the referee in her suit. I spoke to the Deputy Sheriff about serving the papers in that case, and he refused to serve them unless his fees were secured. I told him that Peck had stated to me that he and Hihn would pay the costs Hihn said that if Peck had agreed to pay them I suppose he will, but if he don't, I will.

The TESTIMONY of SAMUEL DUNNAN

Samual Dunnan, a Deputy Sheriff testified.....I was Deputy Sheriff during the year 1860. The sheriff's fees due from Plaintiff Nicanor were paid by Frederick A. Hihn. I don't know how he came to pay them, he volunteered to pay them.

After the testimony of Deputy Sheriff Samuel Dunnan the testimony concerning the two deed entered into by Nicanor and her husband Francisco Lajeunesse ended, waiting to be submitted to the court assigned referee along with the balance of their request for a new trial.....

NICANOR COTA LAJEUNESSE, Plaintiff
Versus
FRANCISCO LAJEUNESSE, Defendant

On July 26, 1860 Francisco Lajeunesse was served with a Summons and a Complaint by Deputy Sheriff Samuel Dunnan (sheriff at the time was John T. Porter). The Complaint stated that while the Plaintiff lived with the Defendant she had nine children (four that are now adults), and five who are minors and totally incapable of providing for their own sustenance and education, namely: Simon aged nine months; Mary aged two years; Andrea aged seven years; Francisco aged eight years; and Louisa aged eleven years.

The Complaint continued that the Defendant has treated her in a cruel and inhuman manner by striking her with his hands and fist, beating her with a stick, and cruelly and inhumanely expelled her from his residence and refused to permit her to return.

That the Defendant, in his fits of drunkenness has repeatedly committed acts of cruelty and violence upon the Plaintiff Nicanor, and in particular as follows by kicking her and striking her with his hands and fists, beating her with a stick, pulling her hair and expelling her from his place of residence.

The Plaintiff continued, that in the practice of habitual intemperance and in his fits of drunkenness has committed acts of cruelty and violence upon the said children listed above.

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John P. Stearns, Nicanor's attorney ended the Complaint by stating...wherefore this Plaintiff demands judgement of divorce from the Defendant and that said marriage (that occurred on or about the first day of June, 1839) and bonds of matrimony may be dissolved. This Plaintiff further prays relief and demands judgement against the Defendant that she may have the care custody and education of the said children.

FRANCISCO LAJEUNESSE ANSWERS the COMPLAINT

Through his attorney Francisco denied all of his wife's charges listed in the Complaint, and for further answer, said based on information and belief, and charges it to be true, that in the month of January of 1859, at the house of the Defendant, his wife Nicanor committed adultery with one Ventura Ruida, that a few days subsequently thereto she again committed adultery at his house with Ruida; that afterwards to wit, on the 20th day of June, 1860, Nicanor committed adultery with Ruida at her own residence in Santa Cruz, and at various times has committed adultery with Ruida between the 20th day of June, 1860 and this day at her own residence. Francisco continued that since the 20th day of June, 1860 he has not cohabited with his wife Nicanor.

The attorney for Francisco Lajeunesse ended his answer to Nicanor's Complaint that because of his information and belief of his wife's acts of adultery on the 20th day of June, 1860 and subsequently, and Defendant avers that his wife Nicanor, is a woman of gross immoral character and conduct, that she is in all respects unfit to have the charge and custody of the children mentioned in the Complaint; that her conduct is of evil example to them, and calculated to bring disgrace and ruin upon them

ADDITIONAL CHARGES & WITNESSES TESTIFY

Through her attorney John Stearns Nicanor denied all of her husband's charges, including the charge of adultery with one Ventura Ruida at his house, at her house, or at any other location. Nicanor added the additional charge that on the first day of November, 1858, her husband used violence upon her in attempting to compell her to submit to the vile practice of prostitution for the purpose of bringing money to him and because Nicanor refused to submit to such prostitution her husband expelled her from his residence and refused to permit her to return. Nicanor also stated that she is informed and verily believes at the County of Santa Cruz aforesaid the Defendant threatened to take her life whenever he could without a great probability of detection.

On September 28, 1860 judge S.B. McKee appointed A.W. Blain to act as referee and interview the Plaintiff, the Defendant and all possible witnesses. Francisco Lajeunesse refused to meet with the referee, therefore because only Nicanor and her witnesses cooperated, most of the following testimony came from the Plaintiff's side.

The referee interviewed Thomas Lajeunesse, age 21 and the son of Nicanor and Francisco; Henry W. Peck who gave his age as 42; Ricardo Fourcade Juan, who stated that he now lived in Soquel, he was 46 years ol, and 19 years ago he lived down in Monterey and both Nicanor and Francisco, as man and wife, lived there with him; Ventura Ruida who stated his age as 30, and denied all charges of adultery with Nicanor; and Michael Lodge, Nicanor's brother, who stated he was 22. All of the preceding witnesses stated to the referee that either all or part of Nicanor's charges are true (because several of the witnesses were not close to Nicanor, they were not able to substauate all of her charges).

Nicanor Cota Lajeunesse received her divorce from Francisco Lajeunesse officially December 18, 1860.

MOTIONS, REQUESTS FOR NEW TRIALS
AND THE LAJEUNESSE DEEDS

PARTITION DEBATES
DEPENDANTS versus PLAINTIFF
(Augmentation Suit)

JOEL BATES Answers Plaintiff Frederick A. Hihn.....Joel Bates calls several witnesses that testify on his behalf tending to show that Joel had erected and has permanent and valuable improvements on his premises consisting of a steam sawmill, houses, buildings, fences, cleared and cultivated land and flume of the present value of \$6,000 (\$84,000), or \$7,000 (\$98,000) and that such improvements had added to the permanent value of the premises.

RICHARD SAVAGE Answers Plaintiff Frederick A. Hihn.....Richard calls several witnesses that testify that he, and his two grantors (Roger Hinckley and John Shelby) had made valuable improvements on the premises now standing and adding to the value thereof. The improvements consist of a water powered sawmill, houses, fences, flumes, tunnel, a mill race and roads, all valued at \$5,250 (\$73,500).

FRANCIS R. BRADY & BENJAMIN CAHOON NICHOLS Answer Plaintiff Frederick A. Hihn.....The witnesses that the two partners call to testify state that they have erected and had on the premises permanent and valuable improvements consisting of houses, fences, a dam, and crops all totaling \$525 (\$7,350) which add to the value of the premises.

GEORGE KIRBY Answers Plaintiff Frederick A. Hihn.....The several witnesses called to testify on his behalf state that George Kirby and his grantor Montgomery B. Shackelford have erected and made in the southwest corner of the Augmentation valuable improvements increasing the value of the premises consisting of houses, fences, orchard, nursery, the clearing and cultivation of lands, and of the present value of \$1,000 (\$14,000).

FREDERICK A. HIHN Answers the Defendants.....Called to the stand to testify in support of his allegation that the Augmentation is so situated that partition thereof cannot be made without injury in a great degree to several parties in interest are the following.....County Surveyor Thomas W. Wright.....Deputy Sheriff Samuel Dunnan.....John Daubenbiss.....and John Hames.

Each of the preceeding witnesses gave evidence to show that they were well acquainted with the Augmentation and that it was so situated that partition thereof MIGHT be made without prejudice to the rights of any of the parties, and that improvements should be included within the value of the land.

Next, Frederick A. Hihn called John T. Porter to the stand who tended to show that he was well acquainted with the Augmentation and that in his opinion such partition thereof could NOT be made without prejudice to the parties. Then Frederick A. Hihn called Lambert B. Clements and Elihu Anthony to testify. After stating that they were slightly and partially acquainted with the Augmentation, they agreed with John T. Porter that the Augmentation could NOT be partitioned without prejudice to the parties in interest.

JOEL BATES, FRANCIS BRADY, BENJAMIN NICHOLS, JOHN STEARNS, GEORGE KIRBY and RICHARD SAVAGE Answer Frederick A. Hihn.....Called as witnesses to testify were James B. Burrell (Lyman Burrell's son).....Henry Hill (a long time employee of Martina and Michael Lodge before Michael's death, then he served Martina until he sued her for back wages).....Henry C. White..... and Otis Straton. After being sworn in, each gave testimony stating that they were well acquainted with the interior of the Augmentation and that it was susceptible of a just and equal partition without prejudice to any of the parties in interest, and that it might be made so as to assign to the improving tenants respectively their several portions so as to include their respective improvements without prejudice to the interests of any.

At the end of the last testimony, the above defendants request officially for a new trial and submit their testimony to the court assigned referee for his decision.....

MOTIONS, REQUESTS FOR NEW TRIALS
AND THE LAJEUNESSE DEEDS

REFEREE'S FINDINGS (To Date)

The court assigned several referees besides Charles B. Younger to settle disputes between the plaintiff Frederick A. Hihn and defendants and to provide support to the judge. Except for Charles B. Younger's report, the findings of the other referees are not part of the court's records.

When a referee is asked for his decision by either the plaintiff or a defendant, the only way that his decision can be determined is to analyze future testimony by either the plaintiff or a defendant when he either accepts or rejects the referee's findings previously made.

To date it is known that the referees upheld Charles B. Younger's decision concerning Nicanor Lajeunesse's deed dated SEPTEMBER 19, 1852.....that it was void because it was not acknowledged properly...and...that the Augmentation is NOT susceptible to partition except for the land owned by Lyman Burrell and James Taylor without injury in a great degree to the several parties in interest.

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CHAPTER 15

OBJECTIONS TO YOUNGER REPORT

**and
MOTIONS FOR
NEW TRIALS**

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OBJECTIONS TO YOUNGER REPORT
AND MOTIONS FOR NEW TRIALS

OCTOBER 23, 1861 (Augmentation Suit)- JOEL BATES, FRANCIS BRADY, BENJAMIN NICHOLS, CASIMERO AND DARIO AMAYO, BENJAMIN F. and GEORGE K. PORTER, ROGER HINCKLEY, JOHN SHELBY and COUNTY RECORDER HENRY F. PARSONS join Frederick A. Hihn in requesting a NEW TRIAL and recommending the following changes to THOMAS COURTIS and his MOTION for a NEW TRIAL dated October 14, 1861.

The above defendants and plaintiff Frederick A. Hihn each request that the deeds that gave them their claim to land in the Augmentation be entered into the record and accepted as valid

The defendants and the palintiff that base their claim to land through Martina's deed dated August 29, 1850 next requested that all the defendants that claim their land through John Ingoldsby, there deeds be removed from the record.

REFEREE'S FINDINGS (To Date)

Both the court and referees have embraced the ownership percentages established by Charles B. Younger.....all motions for a new trial to date have been rejected.....and.....Martina's deed dated August 29, 1850 and both her deeds with the Catholic priests dated January 22, 1855 have been accepted as valid.....but the amount of land that was sold in the latter two deeds was 1/9th of each ranch, not the entire premises claimed by John Ingoldsby in his suit (The INGOLDSBY versus RICARDO JUAN suit).

OCTOBER 24, 1861 (Rancho Soquel Suit)- BENJAMIN F. and GEORGE K. PORTER amend THOMAS COURTIS's MOTION for a new trial dated OCTOBER 15, 1861.....the request of the two cousins to change Thomas Courtis's motion for a new trial is nearly identical to Frederick A. Hihn's objections to the Younger Report dated OCTOBER 18, 1861.

As for the cousins request for a new trial and the Charles B. Younger report be set aside, they gave the following reasons.....

- Because the evidence was insufficient to justify the findings and decision of the referee (Younger).
- Because the findings and decision of the referee are against law.
- Because the findings and decision of the referee are contrary to the evidence.
- Because of errors of law occurring at the trial (of the referee) and excepted to by the defendants before the referee.
- Because the referee's report and findings do not state the facts found and the conclusions of law therefrom.
- Because the report and findings do not state the conclusions of law thereupon separately.

OCTOBER 25, 1861 (Augmentation Suit)- BENJAMIN F. and GEORGE K. PORTER amend THOMAS COURTIS's MOTION for a new trial dated OCTOBER 14, 1861.....the request of the two cousins to change Thomas Courtis's motion for a new trial is nearly identical to the request made the day before, therefore it will not be repeated here.

Because it was decided at the beginning of the trial that each and every and all claimed title to the premises in question under Martina Castro's deed dated August 29, 1850, Benjamin F. Porter offered and read into evidence without objection Martina's deed, then the three deeds that affected him both directly and indirectly.....

- DEED dated JULY 25, 1853 between Jones Hoy (grantor) and Joseph L. Majors (grantee).....Hoy sold his 1/18th claim to land in both ranches to Majors.....which Benjamin F. Porter pointed out to the court was for land in Rancho Soquel only and was being contested by Frederick A. Hihn.

OBJECTIONS TO YOUNGER REPORT
AND MOTIONS FOR NEW TRIALS

- DEED dated AUGUST 11, 1855 in which the Juans, Averons, Clements, Joseph L. Majors and Pruitt Sinclair sold to attorney Durrell Gregory 1/3rd of their claimed land in both ranches for representing their interests before the Land Claims Commission in Los Angeles.

Benjamin F. Porter claimed that 8/54th parts in both ranches were sold to Durrell Gregory in the above deed.....Charles B. Younger decreed that in the deed only Pruitt Sinclair had title to land when the deed was signed, and that total was 1/54th part in the Augmentation only.

- DEED dated AUGUST 13, 1859 in which Durrell Gregory sold his supposed 8/54ths claim in both ranches to Benjamin F. Porter.
- DEED dated JANUARY 20, 1860 in which Benjamin F. Porter sold 1/54th part of the Augmentation to James Taylor. Porter, after the sale considers he still owns 7/54th parts in the Augmentation and 8/54th parts in Rancho Soquel.....Benjamin also pointed out to the court that Frederick A. Hihn was claiming Taylor's 1/54th claim through another series of deeds.

After Benjamin F. Porter read to the court the preceding deeds, coming forward to testify that they observed Benjamin pay Durrell Gregory the agreed upon amount of \$1,000 (\$14,000) were Luisa and Ricardo Juan, Josefa and Lambert B. Clements and Guadalupe and Joseph Averaon.

When Benjamin F. Porter completed his testimony he submitted his motion for a new trial to the referee for his consideration.....the referee reported as follows:

REFeree's FINDINGS

The referee reaffirmed the percentage ownership established by Charles B. Younger in his report which in turn established Benjamin F. Porter's claim to 7/54th part in the Augmentation and 8/54th parts in the lower ranch void and except for the lands of Lyman Burrell and James Taylor, the Augmentation is not acceptable for partitioning.

OCTOBER 25, 1861 (Augmentation Suit)- FREDERICK A. HIHN is joined by HENRY and ANTONIA PECK.....HELENA and JOSE LITTLEJOHN.....GUADALUPE and JOSEPH AVERON... ..LUIA and RICARDO JUAN.....THOMAS and CARMEL FALLON.....(all defendants in the INGOLDSBY versus RICARDO JUAN suit) to make the following proposal to amend the request for a new trial by RICHARD SAVAGE, JOEL BATES, FRANCIS BRADY, BENJAMIN NICHOLS, GEORGE KIRBY and JOHN P. STEARNS presented OCTOBER 18, 1861.

Because the original transcript is almost unreadable and the changes requested in this amendment are listed by line number, the changes are impossible to present here.....but it is obvious that the above defendants and plaintiff requested that the deeds that led to Charles B. Younger establishing, and accepting their ownership claim be inserted in the request for a new trial entered into the records OCTOBER 18, 1861 and those, in the latter request be omitted.

OCTOBER 26, 1861 (Augmentation Suit)- RICHARD SAVAGE, JOEL BATES, FRANCIS BRADY, BENJAMIN NICHOLS, GEORGE KIRBY and JOHN STEARNS enter the following EXCEPTIONS to the CHARLES B. YOUNGER REPORT.....

- Because the report and findings do not state the facts found by the referee, and the conclusions of law thereupon.
- Because the report and findings do not state the facts found by the referee, and the conclusions of law thereupon separately.
- Because the report and findings do not embrace all the issues joined in the cause and embraced in the order or reference.
- Because of the insufficiency of the evidence to justify the findings and decision of the referee, to wit.....
- CARMEL FALLON is not the owner in fee simple of 1/9th of the area,

OBJECTIONS TO YOUNGER REPORT
AND MOTIONS FOR NEW TRIALS

she is not entitled to any portion therein.

- ANTONIA PECK is not the owner in fee simple of 1/9th of the area, she is not entitled to any portion therein.
- HENRY PECK is not entitled to 2/27th parts
- FREDERICK A. HIHN, the plaintiff is not the owner in fee simple, or otherwise, of the 12/90th parts, but instead is entitled to no more than 1/27th part.
- JOEL BATES is the owner of much more than the 1/27th part that Charles B. Younger states he is entitled to.....the additional land is the 242 acres of School Land Warrants purchased from the Peter Tracy estate.
- FRANCIS BRADY and BENJAMIN NICHOLS give the same answer as Joel Bates except their claim through their deed with Wesley Burnett & Company is for 1/54th part.....they also claim 242 acres of School Land Warrants.
- GEORGE W. KIRBY is entitled to 1/27th part of the area while Younger does not find that he is entitled to any interest whatever.
- JOHN P. STEARNS gives the same answer as George Kirby.

The six above defendants continue by stating jointly that the rights, interests and estates to which the evidence shows that Joel Bates, Brady and Nichols (and Augustas Noble and John Stearns) through their School Land Warrants and George W. Kirby and John P. Stearns are respectively entitled to in the Augmentation, excluding the interests allowed to them by the referee, are, by the finding of the referee, allotted and given to other parties not entitled thereto.

The evidence also shows that Joel Bates has made improvements totaling \$7,000 (\$98,000) while the referee sets the value at only \$5,600 (\$78,400). The same holds for Richard Savage who has made improvements totaling \$5,000 (\$70,000) while the referee sets the value at \$4,000 (\$56,000). The evidence also shows that George Kirby has made improvements totaling \$1,000 (\$14,000) while the referee does not find that he has made any improvements.

Also, the evidence presented to the referee clearly shows that the premises is so situated that partition thereof can be made without great prejudice to the owners thereof, while the referee finds that the premises is so situated that partition thereof cannot be made without great prejudice to the owners thereof (except as to the interests therein of Lyman Burrell and James Taylor).

Because the findings and decisions of the referee is against law as follows.....

- DEED dated FEBRUARY 4, 1853 in which Thomas Fallon sold to Peter Tracy and Thomas W. Wright School Land Warrants Nos. 353, 354 and 108 totaling one square mile.....the referee gives no effort to and does not allow as valid, or effectual the passing of any title to or interest in the premises to the grantees. The landsold is for valid land and valid and effectual title did pass on to Tracy and Wright for the equal undivided 1/9th of the premises.

NOTE: Thomas Fallon sold warrants totaling 640 acres while 1/9th of the Augmentation totals 3,633 acres!

- DEED dated SEPTEMBER 19, 1852 in which Nicanor Lajeunesse and her husband sold to Peter Tracy, Thomas W. Wright and Montgomery B. Shackelford (for School Land Warrants) is for valid land and the grantors did pass on valid and effectual title to the grantees for the undivided 1/9th part of the premises.....again we have a confusing situation concerning School Land Warrants.....in his official book listing all School Land Warrants issued in Santa Cruz County, Thomas W. Wright does not mention warrants being issued to Nicanor and Francisco Lajeunesse.....this subject has been aptly discussed several times in this book with little or no enlightenment added to explain the thinking of all parties concerned in the land that warrants 353, 354 and 108 occupied.

OBJECTIONS TO YOUNGER REPORT
AND MOTIONS FOR NEW TRIALS

- DEED dated JULY 24, 1860 in which Nicanor Lajeunesse sold to Frederick A. Hihn her 1/9th claim to land in both ranches in spite of the valid objections made to the admission of the deed in which it is stated that it was void and of no effect, to wit.....
- The evidence shows that Nicanor, when she signed the deed with Frederick A. Hihn, that she did not have any right to land in the Augmentation to convey.
- The evidence shows, and by the deed itself to Frederick A. Hihn that it was not executed, and was not acknowledged in the manner, or according to the forms, presented by law for the execution and acknowledgment, by a married woman, of a conveyance of her separate estate.
- Also, the evidence shows that the conversation for the execution of the deed was immoral and contrary to public policy.....the same being an agreement on the part of Hihn to employ counsel, and cause a suit to be instituted and presented to final judgement and divorce in the name and on part of one of the grantors therein, as plaintiff, against the other grantor therein, as defendant (Francisco Lajeunesse) for the dissolution of the bonds of matrimony, and for a long time prior thereto, existing between them, and to pay all the expenses of such suit.....and in pursuance of which agreement, as shown by the evidence, the plaintiff Frederick A. Hihn did cause such suit to be instituted and presented to final decree.

That the defendants Joel Bates, John Stearns and George Kirby are severally, and the defendants Francis Brady and Benjamin Nichols are together, entitled and in title to the premises, in the proportions and to the extent herein before mentioned, whereas, the referee has found some of them.....Joel Bates, Francis Brady and Benjamin Nichols.....entitled to much less interest and smaller proportions thereof, and some of them.....John Stearns and George Kirby.....to no interest whatsoever.

That the law is that the defendants are entitled to have the premises partitioned amongst the several owners thereof, according to their respective right or interest to therein, and so partitioned that the improvements erected or made thereon by any of the parties in interest, be allotted and set off, as far as possible, with their respective portions of the land, to the several owners and matters of such improvements, respectively, whereas, the referee has found the premises cannot be so partitioned.

Because of errors of law occurring at the trial before the referee (Younger), in the admission and exclusion of evidence affecting these defendants, and then and there duly excepted to by each and every of them, and for the particulars of which the said defendants hereby refer to the minutes of the referee, and the evidence taken by him, now on file in this court.

And the defendants Richard Savage, Joel Bates, Francis R. Brady, Benjamin Cahoon Nichols, John Stearns and George Kirby, to support each, every and all the foregoing exceptions, now here refer to the minutes of the referee, the evidence taken by him, and his ruling thereon, reported by him to this Honorable Court, and now on file herein, and to the finding of the referee, and to the pleading and words of the court herein, and now here move this Honorable Court to disregard the findings of the referee, and upon the evidence so taken by him and reported to this court to enter such final decree as to law equity may appertain.

OCTOBER 26, 1861- JOEL BATES dies.....

Joel Bates died in Soquel (?). He was born in New Jersey in 1802 and is buried in the Soquel Cemetery along the west side of Soquel Creek directly opposite where Bates Creek merges from the east. Joel's grave site may be used as a rough

OBJECTIONS TO YOUNGER REPORT
AND MOTIONS FOR NEW TRIALS

OCTOBER 26, 1861- JOEL BATES dies (Continued)

point of origin for the west boundry point between Rancho Soquel and the Augmentation.

Joel built the first steam powered sawmill within the confines of the Augmentation after he entered into the logging agreement with Peter Tracy and Thomas W. Wright JUNE 16, 1853. He built his mill and its supporting facilities, including his homesite, at the end of today's Prescott Road where Grover Gulch joins Bates Creek.

Because the agreement signed with Tracy and Wright was directly concerned with School Land Warrants Nos. 353 and 354 totaling 320 acres, Joel logged mostly south of his mill. To reach his mill site Joel constructed a road (called at that time the "Bates Mill Road") from the County Road (today Soquel Drive). Today, from Soquel Drive his road is called "Main Street" and "Glen Haven Road" until a point is reached just beyond Lagunita Drive (about 1/4 mile). From this point his road paralleled Glen Haven Road to the west for about 1,000 feet before it headed northeast which brought it across today's Glen Haven Road in an easterly direction before it turned again towards the northeast until the mill site was reached.

OCTOBER 30, 1861 (Augmentation Suit)- FREDERICK A. HIHN, HENRY and ANTONIA PECK, LUISA and RICARDO JUAN, HELENA and JOSE LITTLEJOHN, GUADALUPE and JOSEPH AVERON, and CARMEL and THOMAS FALLON amend BENJAMIN F. PORTER's Motion for a new trial of OCTOBER 25, 1861.....once again the filming of the original court records make it impossible to quote directly the request made to the court.....but it is obvious that most of this amendment was each of the above defendants reading into the record the deed(s) that Charles B. Younger accepted as valid that gave their claim to land credence.

NOVEMBER 1, 1861 (Augmentation suit)- BENJAMIN F. PORTER answers FREDERICK A. HIHN, ROBERT F. PECKHAM, HENRY and ANTONIA PECK, LUISA and RICARDO JUAN, HELENA and JOSE LITTLEJOHN, GUADALUPE and JOSEPH AVERON, and CARMEL and THOMAS FALLON.....stating.....

You will take notice that Benjamin F. Porter does not admit nor agree to the admendments to the statement on motion for a new trial and to set aside the report and findings of the referee (Charles B. Younger) herein, of the defendant Benjamin F. Porter as proposed by the plaintiff Frederick A. Hihn and the above named defendants and that he will present to the judge of the court at his chambers in the city of Oakland, on the 14th day of NOVEMBER, 1861, a copy of the said statement and of said admendments certified by the Clerk of the Court, to be settled by the said judge.

NOVEMBER 6 and 7, 1861 (Augmentation and Rancho Soquel Suits)- OBJECTIONS to the Charles B. Younger Report by THOMAS COURTIS in his own right and as Administrator for John Ingoldsby, JOHN WILSON, MARY E.J. SLADE, CYRUS COE, HENRY LAWRENCE and CHARLES PLUM.....on NOVEMBER 6 the above defendants filed their exceptions to the Younger Report concerning the Augmentation, then on NOVEMBER 7 they filed for Rancho Soquel.....The following objections to the referee's report apply to both suits and have been combined and edited only where the order of the words differ between them and the intent is not changed:

OBJECTIONS TO YOUNGER REPORT
AND MOTIONS FOR NEW TRIALS

- The report and findings do not state the facts found and the conclusions of law are not stated separately, and they do not embrace all the issues joined in the case, and embraced in the order of reference.
- Because of the insufficiency of the evidence to justify the findings and decision of the referee to this, he found that the following persons do not have any interest therein either legal or equitable, to wit.....

THOMAS COURTIS in his own right is entitled to 5/12th parts in both Rancho Soquel and in the Augmentation.

THOMAS COURTIS as administrator of John Ingoldsby deceased is entitled to 1/6th parts in both ranches. In addition to the afore mentioned claim, he holds legal title to 1/2 of both ranches, in fee, subject to the equitable claim of defendant John Wilson and one James Scarborough and their grantees to the whole amount of the 1/2 while the referee does not find that Courtis has any right in either ranch as administrator or that John Wilson and James Scarborough or their grantees have any interest therein either legal or equitable.

CYRUS COE is entitled to 1/24th part in both ranches.

MARY E.J. SLADE is entitled to 1/48th part in both ranches.

CHARLES H. PLUM is entitled to 1/120th part in both ranches.

HENRY W. LAWRENCE is entitled to 1/80th part in both ranches.

OBJECTION by THOMAS COURTIS to YOUNGER REPORT (Rancho Soquel Suit)

Thomas Courtis continued his objection to the Younger report by stating that the evidence does not show that the following persons are owner, in fee simple, of any part of Rancho Soquel.....Guadalupe Averon, Joshua Parrish, Antonia Peck, Henry Peck, Helena Littlejohn, Luisa Juan, Benjamin F. Porter, George K. Porter or Frederick A. Hihn.

OBJECTION by THOMAS COURTIS to YOUNGER REPORT (Augmentation Suit)

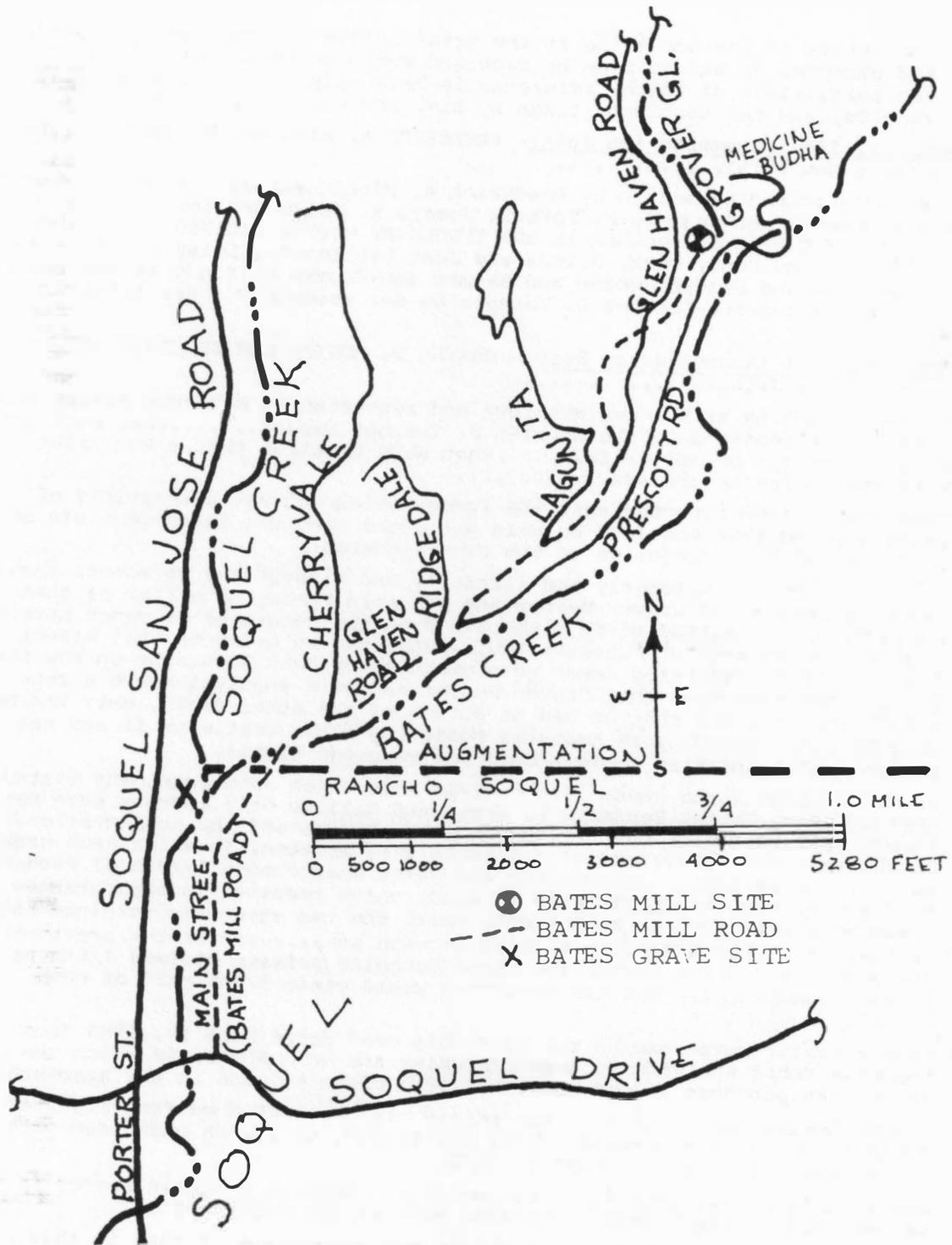
Thomas Courtis continued his objection to the Younger report by stating that the evidence does not show that the following persons are owner, in fee simple, of any part of the Augmentation.....Carmel Fallon, Guadalupe Averon, Antonia Peck, Helena Littlejohn, Luisa Juan, George Evans, Casimero and Dario Amayo, Lyman Burrell, Joel Bates, James Taylor, Henry Peck, James Taylor, George K. Porter, John Daubenbiss, Francis Brady and Benjamin Nichols and Frederick A. Hihn.

OBJECTIONS by THOMAS COURTIS to YOUNGER REPORT
(Rancho Soquel and Augmentation Suits)

Because the findings and decision of the referee is against law, in this....

- The referee gives effect to and adjudges as valid and effectual, to pass title to said premises to the parties claiming them under the pretended deed of Martina Castro to her children dated AUGUST 29, 1850, notwithstanding the objections of these defendants, as the same are stated in the minutes of the referee.
- The findings and decision of the referee does not give effect to the deeds from Martina Castro and Louis Depeaux to John Francis Llebaria and John Ingoldsby (for Rancho Soquel) and John Francis Llebaria and Archbishop Joseph S. Alemany (for the Augmentation), both dated JANUARY 22, 1855, offered and read in the evidence by the defendants, except so far as to convey title to 1/9th of each premises, whilst the said deed is valid in law to pass title to the whole (of both) of the said premises to these defendants, and those claiming under said deeds.

OBJECTIONS TO YOUNGER REPORT
AND MOTIONS FOR NEW TRIALS



LOCATION OF JOEL BATES GRAVESITE,
MILL and "BATES MILL ROAD"

OBJECTION TO YOUNGER REPORT
AND MOTIONS FOR NEW TRIALS

- The errors of law occurring at the trial before the referee (Younger), and excepted to at the time by each and every of these defendants, for the particulars of which, reference is here made to the minutes of the referee, and the testimony taken by him, now on file in this court.

DECEMBER 14, 1861 (Augmentation Suit)- FREDERICK A. HIHN and BENJAMIN F. PORTER
Motion for a New Trial.....

It is stipulated and agreed to by Frederick A. Hihn's attorney Robert F. Peckham and the attorney for Benjamin F. Porter, Joseph H. Skirm and the defendants represented by Robert F. Peckham in the INGOLDSBY versus RICARDO JUAN suit, namely Antonia and Henry Peck, Helena and Jose Littlejohn, Luisa and Ricardo Juan, Guadalupe and Joseph Averno and Carmel and Thomas Fallon that the report and findings of referee Charles B. Younger be set aside and a new trial begin..

DECEMBER 16, 1861 (Augmentation Suit)- CRAVEN P. HESTER and BENJAMIN FARLEY
Motion for a New Trial.....

Craven Hester acting as his own attorney and representing Benjamin Farley filed the following exceptions to the Charles B. Younger Report.....that both the report and findings be set aside.....then made a motion that a new trial begin on the following grounds.....

- That the referee reported that the Augmentation was not susceptible of partition and that the land be sold while the premises is susceptible of partition without prejudice to the owners thereof.
- That the referee improperly and illegally and without the presence knowledge or consent of Craven Hester and Benjamin Farley or either of them exclude, and permitted to be withdrawn from the record of evidence herein made by the referee of Augustas Noble, and made an order to that effect that the three following deeds were executed by John Ingoldsby on the same day for the same land that Craven Hester had paid Augustas Noble a consideration for, and that he had no notice of the other deeds, only the one made by John Ingoldsby to Augustas Noble (by other testimony it was established that Augustas Noble's deed was recorded first).
- On MAY 3, 1856 three deeds were entered into which John Ingoldsby stated that Augustas Noble, Benjamin P. Green and William Otis Andrews were paying \$2,000 (\$28,000) each for 1/12th of Rancho Soquel and the Augmentation. On the same day, three additional deeds were written, in which each grantee was sold by attorneys John Wilson and James Scarborough 1/24th of each of the ranches for one dollar paid in hand, which resulted in each grantee claiming 1/12th part of each ranch, while the two attorneys retained half of their original 1/4 claim to land in each area.....after the previously discussed deeds were signed the three Catholic priests claimed 1/6th parts in each ranch, while the two attorneys would claim 1/8th part of each ranch).
- Craven Hester next read to the court his deed dated JUNE 19, 1858 from Augustas Noble and wife to Roger Hinckley and John Shelby in which the latter two purchase 1/2 of Noble's 1/12th claim to land in the Augmentation.
- Craven Hester next read into the record his personal deed from Augustas Noble in which he purchased 1/2 of the 1/12th, or 1/24th undivided part of the Augmentation dated AUGUST 7, 1858.
- And finally Hester read into the record his deed to Benjamin Farley in which he sold 1/2 of his 1/24th, or 1/48th part in the Augmentation.

NOTE: The point that Craven Hester was attempting to make in this motion for a new trial was that John Ingoldsby and the two attorneys owned all of both of Martina Castro's ranches, not just the 1/9th that Robert F. Peckham claimed was all that she owned when she signed the two deeds with the Catholic priests.....therefore, Ingoldsby and the two attorneys could have sold 1/4 parts in both ranches while retaining the remaining 3/4 parts (in both ranches).

OBJECTIONS TO YOUNGER REPORT
AND MOTIONS FOR NEW TRIALS

DECEMBER 16, 1861 (Augmentation Suit)- AUGUSTAS NOBLE Objects to the Charles B. Younger Report on the following grounds.....

- Because of the insufficiency of the evidence to justify the findings and decisions of the referee, the evidence does not show that Carmel Fallon, Antonia Peck and Frederick A. Hihn are the owner of a separate estate or otherwise, in fee simple, or otherwise.
- Because the findings and decision of the referee is against law when he would not allow the School Land Warrants in which Thomas Fallon, Peter Tracy, Gervis Hammond, Montgomery B. Shackelford and Thomas W. Wright purchased, or the grantees that they sold all or portions to. He also said that it was against law when the referee allowed the deed between Nicanor Lajeunesse and Frederick A. Hihn dated JULY 24, 1860 to stand, and the earlier deeds between Nicanor and Thomas W. Wright, Peter Tracy and Montgomery B. Shackelford dated SEPTEMBER 19, 1852.
- Next, Augustas Noble stated that the findings of the referee were against law when he disallowed the 1/27th part of the Augmentation he purchased MAY 5, 1860 from Peter Tracy's estate for School Land Warrants, and the 1/40th part he purchased from William Ireland JUNE 4, 1860.

DECEMBER 19, 1861 (Rancho Soquel Suit)- JUDGE SAMUEL B. MCKEE Denies Motion for a new trial by Thomas Curtis.....

Be it remembered that on this day came to be heard the objections filed and the motion for a new trial made upon the part of the referee herein by the defendant Thomas Curtis in his own right, Thomas Curtis as Administrator of John Ingoldsby, deceased, John Wilson, Mary E.J. Slade, Cyrus Coe, Henry Lawrence and Charles Plum in the undivided figures following.....

(Here insert said objections and motion)

And after arguments of counsel the court overruled the objections and motion for a new trial, and to the ruling of the court the defendants by their attorneys John Wilson and James Scarborough duly excepted.

With this decision by Judge Samuel B. McKee all testimony ended for the Rancho Soquel suit for partitioning, better known as the PECK versus HIHN et als suit.

DECEMBER 19, 1861 (Augmentation Suit)- JOHN WILSON on his own behalf and as attorney for THOMAS COURTIS, AUGUSTAS NOBLE, FREDERICK W. MACONDRAY, MARY E.J. SLADE, CYRUS COE, CHARLES PLUM and HENRY W. LAWRENCE stipulate that the request of Frederick A. Hihn's attorney Robert F. Peckham and Benjamin F. Porter's attorney Joseph H. Skirm for a new trial made on DECEMBER 14, 1861 is confirmed by the above defendants.

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CHAPTER 16

PARTITIONING REPORT

FOR

RANCHO SOQUEL

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PARTITIONING REPORT
for RANCHO SOQUEL

MARCH 5, 1862- DEED

When Benjamin Farley purchased from his friend Craven Hester 1/2 of his 1/24th claim to land in the Augmentation, agreeing to pay a total of \$375 (\$5,250), he gave Hester only a part payment. On the above date Benjamin paid the balance of his debt, \$162 (\$2,268).

APRIL 2, 1862 (Augmentation Suit)- It was agreed that Charles B. Younger would be paid the sum of \$1,000 (\$14,000) for his efforts to partition percentage-wise the Soquel Augmentation. Each of the grantees of land within the area would pay a fee to Younger that was based on the percentage of land awarded to them. On the above date Younger stated that Guadalupe Averon still owed \$111.11 (\$1,555.54).....1/9th of \$1,000 = \$111.11.....Antonia owed a like amount, Helena Littlejohn \$74.00 (\$1,036), Henry Peck \$74.00, Lyman Burrell \$37,000 (\$518.00), Richard Savage \$10.44 (\$1,406.16), Benjamin Farley \$20.83 (\$2,91.62), Cassimero and Dario Amayo \$37.00 (\$518.00) and Joel Bates \$74.00 (\$1,036).

As agreed to by both Charles B. Younger and the court when he was assigned referee, only when a defendant that was awarded land paid his bill, only then would his claim be filed with the court. On the above date each of the above defendants were ordered to pay their bill to Charles B. Younger.

APRIL 2, 1862 (Augmentation Suit)- The attorney for plaintiff FREDERICK A. HIHN, Robert F. Peckham and the attorneys for RICHARD SAVAGE, FRANCIS BRADY and BENJAMIN NICHOLS, JOHN P. STEARNS, GEORGE W. KIRBY and the deceased JOEL BATES join in asking that their requests for a new trial be deleted from the record and the report of Charles B. Younger be put in their requests place.....in other words they collectively had accepted the findings of Charles B. Younger and were willing to settle for his percentages.

Robert F. Peckham also accepted the referee's report as attorney for the defendants in the INGOLDSBY versus RICARDO JUAN suit, namely Luisa Juan, Helena Littlejohn and Carmel Fallon.

APRIL 21, 1862- DEED SEE APPENDIX B

On the above date Henry and Antonia Peck sold their combined remaining claim to land in both Rancho Soquel and Augmentation to Frederick A. Hihn. Sold to Hihn by Henry was his 2/27th claim in the Augmentation and his 1/9th in the lower ranch while Antonia sold her 1/9th claim in both ranches. Over the years there has been much speculation as to why the Pecks' sold their claims to Hihn. While the entire reasoning behind Henry's thinking will never be answered, in Antonia's suit against Frederick A. Hihn to have the deed declared void during the 1866/1867 period part of the answer came to light through Robert F. Peckham and his client's testimony, Frederick A. Hihn.....the testimony by the two was as follows:

As 1862 approached Henry Peck wanted to head off for the newly discovered gold fields up in Humboldt County. Needing money, he approached Frederick A. Hihn and offered to sell him his and his wife's claim in both ranches. Needing a total of \$4,850 (\$67,900), of which \$750 (\$10,500) was to pay his half of Robert F. Peckham's intial fee to represent him as plaintiff in the PECK versus HIHN partitioning suit for

PARTITIONING REPORT
for RANCHO SOQUEL

APRIL 21, 1862 (Continued)

Rancho Soquel. He needed an additional \$100 (\$1,400) for a personal debt and \$4,000 (\$56,000) to pay his expenses for his trip north and for Antonia to live on while he was gone.

According to both Frederick A. Hihn and Robert F. Peckham, Hihn attempted to talk Henry out of heading north in search of a dream, stating that they had "come so far" and "were so close to victory," but Henry was adamant, insisting that he wanted to head north. Frederick A. Hihn testified that he "reluctantly" gave in to Henry, and on the above date entered into a complicated twelve-point agreement before the final deed was signed, which states that he paid Henry \$4,000 (\$56,000) in cash.....after the two ranches were finally partitioned for the \$4,000 Hihn received about 6,800 acres in the Augmentation and 452 acres in Rancho Soquel.

DECEMBER 12, 1862 (Augmentation Suit)- CRAVEN P. HESTER as his own attorney and attorney for BENJAMIN FARLEY amend their answer to the Referee Charles B. Younger Report.....a long time before the beginning of this suit and since offered a portion of the area, that both parties have made permanent and valuable improvements thereon which continue to exist. The improvements consist in part of planting an orchard of the value of \$400 (\$5,500). Hester prays that he may be assigned both the land and the value of the improvements jointly with Benjamin Farley.

DECEMBER 15, 1862 (Augmentation Suit)- Representing JAMES TAYLOR as his attorney, Craven Hester states that his client amends his answer to the Referee Charles B. Younger Report as follows.....that he is a resident with his family on the Augmentation a long time before institution of this suit and that he has made permanent and valuable improvements which continue to exist to this day and consist of a house and houses plus fences totaling \$600 (\$8,400).

James Taylor prays that he may have assigned to him the extent of his interest in the land, a portion of the land in the division thereof including the improvements, or he may have the value of the improvements allowed him by the the court.

Also answering the Younger report in this answer were LYMAN BURRELL, CARVEN HESTER on his own part, and as the attorney for BENJAMIN FARLEY. Their answers are identical with that of James Taylor except LYMAN BURRELL's value of his improvements is \$2,000 (\$28,000), CRAVEN P. HESTER's is \$400 (\$5,600) and BENJAMIN FARLEY's is also \$400.

DECISION by SAMUEL B. McKEE
THIRD DISTRICT JUDGE
April 20, 1863

On the above date Third District Court Samuel B. McKee issued the first of several reports and decrees concerning both Rancho Soquel and the Augmentation. The majority of the decisions handed down in this report concern Charles B. Younger's partitioning report and the court's acceptance of his findings and the decisions behind these findings concerning a number of controversial deeds, a number of which affected Frederick A. Hihn in both suits.

Because the decisions concerning the acceptance or rejection of these controversial deeds were presented in their entirety in CHAPTER 13 of this

PARTITIONING REPORT
for RANCHO SOQUEL

BOOK, they will not be repeated here. The only portion of the judge's decision that will be presented here is his opinion of the referee's reports concerning partitioning versus selling of the Augmentation.....

JUDGE MCKEE'S OPINIONS of REFEREES REPORTS

The Referee(s) have reported that the Augmentation is incapable of division except as to two of the claimants, namely Lyman John Burrell and James Taylor and recommends that the shares of these two be set off to them and the remaining sold. There is no doubt of the power of the court to allot to such of the parties as can have their lands allotted to them. Their shares, and to direct a sale of the residue which cannot be divided.

(Haywood vs Indson 4th Barb. S.C.R. 1/2 229 Act. Sec 275)

But we cannot, from the evidence, reach the conclusion that this property, a ranch containing about 32,702 acres, cannot be partitioned. And unless to be impracticable, or a sale will prove of greater benefit to the owner, the court will always decree a partition, and even where an equality of prejudice may exist to owner via partition and a sale, partition will be preferred. Doubtless many difficulties will attend a partition of this ranch on account of the mountainous character of the property but these cannot be allowed to control the legal and equitable right of the owners to have their respective interests with segregated from each other. A sale of so extensive a tract of country might prove advantageous to a few, but it might at the same time result with the prejudice of most, and involve a sacrifice of the interests of some of the claimants. Apprehended difficulties of a partition may vanish or diminish before the reality of an effort, or be provided against or modified by the decree of the court, or for instance a right of way to portions where it may be impracticable to make roads may be decreed.

Some of the owners have made improvements before and since they acquired title; they are entitled to have their shares allotted to them so as to include their improvements if it can be done without prejudice to others; and this allotment might be made without taking these improvements or the value of them into consideration. If these improvements have been placed upon favorable localities of the ranch, shares, which have to be located so as to include them, will only have to be shown of their proportions to equalize them in the other shares but these are matter for the Referee or Commissioners to be appointed to make partition, for it is for them to take these things into consideration and determine the quantity and quality of the several shares into which the ranch is to be divided, and equalize the shares. We therefore sustain the exceptions as to the sale and overrule the other exceptions filed to the REPORT of the REFEREE and order the same to be confirmed. And DECREES of PARTITION may be prepared accordingly.

INTERLOCUTORY DECREES for RANCHO SOQUEL & AUGMENTATION
by THIRD DISTRICT JUDGE SAMUEL B. MCKEE
April 22, 1863

District Judge Samuel B. McKee filed his decree pending the final decision of the court concerning partition of the two ranches, called an "INTERLOCUTORY DECREE".....one decree for each ranch.....on the above date. Because of their length, they will not be presented here.....their entire text may be read in **APPENDIX C**

APRIL 22, 1863- DEED

On this date George W. Evans sold his 1/18th claim to land in the Augmentation to John Daubenbiss for \$500 (\$7,000). It will be remembered that this was the 1/18th claim that Jones Hoy had sold to Evans DECEMBER 26, 1860 which Frederick A.

PARTITIONING REPORT
for RANCHO SOQUEL

APRIL 22, 1863 (Continued)

Hihn claimed through his deed with Joseph L. Majors JULY 3, 1858.....see PARTITIONING REPORTS by Charles B. Younger, CHAPTER 13, this book.

PARTITION DECREES for RANCHO SOQUEL & AUGMENTATION
by THIRD DISTRICT JUDGE SAMUEL B. MCKEE
April 23, 1863

District Judge Samuel B. McKee filed his decree directing that the two ranches be partitioned and that the objections to partitioning entered into testimony earlier be overruled.....because of the length of the two decrees they will not be presented here.....their entire text may be read in **APPENDIX C**

APRIL 29, 1863- DEED

In this deed Benjamin Cahoon Nichols sold to his uncle, old Benjamin Cahoon, his half of the land that lie between the original Mountain School and Soquel Creek plus the sawmill and supporting facilities including the millpond, the 1/54th claim to land in the Augmentation across the creek from the mill and millpond and land that he owned in common with his partner Francis Brady in downtown Santa Cruz. Old Benjamin paid his nephew \$2,411 (\$33, 754) for his half claim in the above facilities and land.

MAY 29, 1863- DEED

In this deed, Francis R. Brady sold his half of the affore discussed properties and sawmill facilities (in the previous transaction) to Benjamin Cahoon for \$2,300 (\$32,200).

BENJAMIN CAHOON, FRANCIS R. BRADY SEE APPENDIX H
and BENJAMIN CAHOON NICHOLS

Little of Francis Brady's life has been found, but it is known that his partner Benjamin Cahoon was born in New York in about 1830, and he had two brothers Uriah and Merrill. Benjamin arrived in California about 1852, probably with his two brothers. Sometime between 1852 and 1859 Benjamin met and entered into partnership with Francis Brady. One of their first ventures was building and operating a tannery (location unknown), closing it down near the end of 1858.

On October 19, 1859 they purchased from Wesley Burnett & Company their sawmill on Soquel Creek and the land that lie between the creek and old Mountain School and their claim to 1/54th undivided part in the Augmentation.

Shortly after the two signed the deeds with the Wesley Burnett & Company Frederick A. Hihn began his partitioning suit for the Augmentation then threatening the partners with an

PARTITIONING REPORT
for RANCHO SOQUEL

injunction to stop their logging within the area.

When the State Supreme Court overturned the injunction served on Joel Bates in September of 1861, this also released the partners from their agreement with Frederick A. Hihn to stop their logging activity in the Augmentation for a period of eight months. During the period that Joel Bates was fighting the anti-logging injunction through the courts, Brady and Nichols logged their land along the west side of Soquel Creek, then when the upper court overturned the injunction they logged within the Augmentation until they entered into the above deeds with Benjamin Cahoon,

Benjamin Cahoon, according to Margaret Koch in her book, SANTA CRUZ COUNTY PARADE OF THE PAST, was one of the county's more colorful characters. He was born in Fairfield, Herkimer County, New York in 1798 and died in his home at the junction of the Soquel San Jose and Laurel Glen roads on June 30, 1874. Benjamin arrived in Santa Cruz County during the 1860-1861 period. One of his first purchases was Richard Savage's water-powered sawmill on Soquel Creek at the mouth of Hinckley Gulch and 1/96th undivided part of the Augmentation. He next entered into the above discussed two deeds, then at age 67 he began withdrawing from the business world, entering into a deed with his daughter Lucy Ann Cahoon in which he turned over control of his lands to her.

NOTE: Today Benjamin Cahoon's original homesite is owned by the Casalegno family who operates a small country store and gas station on the premises. After Benjamin's death his son Edwin turned his father's home into a summer resort, and operated it as such for a number of years.

PARTITIONING COMMISSION for the AUGMENTATION
by THIRD DISTRICT JUDGE SAMUEL B. MCKEE
August 17, 1863

When the court assigned Charles B. Younger to establish ownership percentages within both Rancho Soquel and the Augmentation, assisting Younger was Samuel Dunnan (Deputy Sheriff) and David J. Haslam (Clerk for the 3rd District Court in Santa Cruz). When Judge McKee first considered assigning referees to partition both ranches in April, he again considered these three, then changed the three to partition Rancho Soquel to Charles B. Younger, David Tuttle and Joseph Rufner, who in turn assigned as official surveyors Thomas W. Wright and Samuel Drennan.....this assignment well be made official AUGUST 31, 1863.

With Charles B. Younger to be assigned to partition Rancho Soquel and Samuel Dunnan and Daniel J. Haslam not being considered as referees, Judge McKee turned towards the County Surveyor Thomas W. Wright who had surveyed many times portions of the Augmentation and was the most familiar of all the possible candidates available of the area. On the above date he assigned Thomas W. Wright, John W. Towne and Godfrey M. Bockius as referees to partition the Augmentation.....the complete text of Judge McKee's PARTITIONING COMMISSION Decree is provided in **APPENDIX C**

PARTITIONING REPORT
for RANCHO SOQUEL

AUGUST 18, 1863 (Rancho Soquel Suit)- DR. JOHN P.P. VANDENBERG's attorney L. Archer is replaced by attorneys Messrs Sloan and Provines residing in San Francisco.....the request is signed by the doctor in San Jose August 7, 1863 and the consent for the substitution by L. Archer Esq August 8, 1863.

AUGUST 20, 1863 (Augmentation Suit)- The attorney for JOHN DAUBENBISS filed with the court that his client now owns all of the former rights to the 1/18th claim of land in the Augmentation formerly owned by George W. Evans. This is the claim that Frederick A. Hihn claimed was his through previous deeds.

PARTITIONING COMMISSION FOR RANCHO SOQUEL
by THIRD DISTRICT JUDGE SAMUEL B. MCKEE

August 31, 1863 **SEE APPENDIX C**

The sequence of events that led to Samuel B. McKee's decision to assign Charles B. Younger, Joseph Rufner and Daniel Tuttle as referees to partition Rancho Soquel was discussed in the Partitioning Commission for the Augmentation dated August 17, 1863, therefore it will not be presented here.

AUGUST 31, 1863 (Rancho Soquel Suit)- OATH of REFEREES.....We the undersigned, referees appointed to make partition of the premises described in the above entitled action by decree made and entered August 18, 1863. Each for himself does solemnly swear that he will honestly and impartially execute the trust reposed in him by the said decree and make partition and division as thereby directed.....assigned referees were CHARLES B. YOUNGER, JOSEPH RUFNER AND DANIEL TUTTLE taking the oath which was sworn to and subscribed before David J. Haslam, Clerk of the Court by James O. Wanzer, Deputy Clerk.

DECEMBER 1, 1863- DEED

John Daubenbiss sold the 1/18th claim to land he had recently purchased from George Evans to the Chase brothers, Stephen and Joseph, for \$700 (\$9,800). As previously discussed this 1/18th claim to land in the Augmentation was being contested by Frederick A. Hihn, claiming it was his claim through his deed with Joseph L. Majors JULY 3, 1858.

RANCHO SOQUEL Suit (Peck versus Hihn)

PARTITIONING REPORT

by

CHARLES B. YOUNGER, DAVID TUTTLE

and JOSEPH RUFNER

DECEMBER 22, 1863

Now the Referees Charles B. Younger, David Tuttle and Joseph Rufner, appointed under and by the several decrees by this Court, made and entered in this cause, on APRIL 22 and 23 of 1863 A.D. and on the 31st day of AUGUST, 1863 A.D., to make partition of the lands and tenements described in the Complaint as follows: A certain tract of land situated in the County of Santa Cruz, and State of California, known there as the Rancho Soquel, bounded on the southwest by the Bay of Monterey, on the northwest by the Soquel River, on the southeast by the Borregas Gulch, and on the northeast by the upper Soquel Ranch, so called, containing about 2,800 acres (surveyed to contain 1,668 acres), more or less, being the same as surveyed under instructions from the United States Surveyor General, for California, as the land called Soquel, confirmed to Martina Castro, having made and filed with the Clerk of this Court, on the 22nd day of DECEMBER, A.D. 1863, a full, true and correct report of the proceedings under said decree, wherein they reported to this Court.....

RANCHO SOQUEL Suit (Peck versus Hihn)
PARTITIONING REPORT

by
CHARLES B. YOUNGER, DAVID TUTTLE
and JOSEPH RUFNER
DECEMBER 22, 1863

That they having been first duly sworn, they carefully examined the rancho in said commission mentioned, to wit.....

That certain tract of land lying and being situate in the township of Soquel, in the County of Santa Cruz in the State of California, and known as the Rancho Soquel, and bounded on the south by the Bay of Monterey, on the west by the Soquel River, on the east by the Sanjon de la Borregas and on the north by the Soquel Augmentation Rancho, being the same patented by the United States, to Martina Castro, and have caused the said Rancho Soquel to be surveyed by Thomas W. Wright, and divided into several parcels as hereafter mentioned, and have made partition thereof, between plaintiffs HENRY W. PECK and ANTONIA PECK, his wife, and the defendants FREDERICK A. HIHN, JOSHUA PARRISH, GUADALUPE AVERON, HELENA LITTLEJOHN, LUISA JUAN, BENJAMIN F. PORTER, GEORGE K. PORTER, WILLIAM MACONDRAY and JAMES OTIS, as executors of the last will and testament of

FREDERICK W. MACONDRAY, deceased, and the heirs and devisees of said FREDERICK W. MACONDRAY, whose names are unknown, and AUGUSTAS NOBLE, according to their several respective rights, interests and estates therein, as the same, have been by this Court ascertained, declared, determined and adjudged, and have designated the parcels set apart in severalty, to the respective parties by proper descriptions and monuments, as we were by said commission commanded in manner following, to wit.....

We have divided said Rancho Soquel into twenty (20) parcels, which are respectively designated by the letters...A...B...C...D...E...F...G...H...I...K...L...M...N...O...P...R...S...T...V...W..., on the map of the Soquel Rancho hereto attached and annexed, and herein referred to, and made a part, and marked EXHIBIT "B", that being in our judgment, the most equal partition, quantity and quality relatively considered, that could be made of said Rancho Soquel.

NOTE: The term "quantity and quality" ordered by the Judge Samuel B. McKee to be considered by the referees in their partitioning of the rancho meant, as the quality of the land awarded to a recipient diminished, the quantity would increase by a factor considered to be fair by the referees.

And they do further report, that for the accommodation of the several parties herein, we have marked out and set apart, and have not assigned or set off to any one, the following mentioned roads, which are to be kept open for travel and use, to wit.....

- A road called the "COUNTRY ROAD," that today is followed for the most part by "SOQUEL DRIVE."
- A 33-foot wide road called "RICARDO LANE," that today is the north end of CABRILLO COLLEGE DRIVE.
- A 33-foot wide road called "NOBLE'S LANE," that today, between BAY AVENUE and SOQUEL DRIVE it is called CAPITOLA AVENUE.
- A 40-foot wide road called "HIHN'S LANE," that today, from CAPITOLA AVENUE to HIGHWAY 1 is called BAY AVENUE, while north of HIGHWAY 1 until the bridge across Soquel Creek is crossed, it is called PORTER STREET.

And they do further report, that for the better understanding and education of the shape and location of said Rancho Soquel, and the several parcels into which we have partitioned the same, and of the several roads hereinbefore referred to, and of the manner in which we have partitioned said Rancho Soquel, we have caused to be made by Thomas W. Wright, by whom the same was surveyed, a map of said Rancho Soquel, designating and delineating what parcels thereof have

RANCHO SOQUEL Suit (Peck versus Hihn)
PARTITIONING REPORT

by
CHARLES B. YOUNGER, DAVID TUTTLE
and JOSEPH RUFNER
 DECEMBER 22, 1863

The three referees and Thomas W. Wright also submitted as part of EXHIBIT "A" each individuals portion of the above bill, was was as follows.....

JOSHUA PARRISH	\$170.55	(\$2,387.70)
GUADALUPE AVERON	\$170.55	(\$2,387.70)
ANTONIA PECK	\$170.55	(\$2,387.70)
HENRY W. PECK	\$170.55	(\$2,387.70)
HELENA LITTLEJOHN	\$113.70	(\$1,591.80)
LUISA JUAN	\$109.09	(\$1,527.26)
BENJAMIN F. PORTER	\$4.63	(\$64.82)
FREDERICK A. HIHN	\$403.65	(\$5,651.10)
GEORGE K. PORTER	\$39.80	(\$557.20)
FREDERICK W. MACONDRAY's Estate	\$54.01	(\$756.14)
AUGUSTAS NOBLE	\$127.92	(\$1,706.88)

It was also stated by the Court that each individuals final ownership awarded to him or her would not be registered until the money they owed to the three referees and to Thomas W. Wright was paid in full.

EXHIBIT "B"

HENRY W. PECK (Plaintiff) was awarded Lot "A" with (83.245 acres), Lot "B" with (16.775 acres) and Lot "C" with (35.328 acres) totaling 135.348 acres which was 49.98 acres less than his 1/9th award by Charles B. Younger.

ANTONIA PECK (Plaintiff) was awarded Lot "D" with (134.687 acres), Lot "E" with (112 acres) and Lot "F" with (70 acres) totaling 316.687 acres which was 131.357 acres more than her 1/9th award by Charles B. Younger.

NOTE: The combined acreage of Henry and Antonia Peck, 452.035 acres, were under the ownership of Frederick A. Hihn because of the deed dated APRIL 21, 1862.....

HELENA LITTLEJOHN (Defendant) was awarded Lot "I" with (116.448 acres) and Lot "K" with (20.915 acres) totaling 137.363 acres which was 13.80 acres more than the 2/27th parts that Charles B. Younger awarded her.

LUISA JUAN (Defendant) was awarded Lot "N" with (102.739 acres) which was 20.82 acres less then the, 2/27th parts awarded to her by Charles B. Younger

NOTE: Luisa Juan's award was actually 5 acres less that the 2/27th parts awarded to her due to the sale of the tannery to Benjamin F. Porter on January 1, 1858.

GUADALUPE AVERON (Defendant) was awarded Lot "T" (63.215 acres) and Lot "V" with (54.495 acres) totaling 117.771 acres which was 67.56 acres less that the 1/9th parts awarded to her by Charles B. Younger.

JOSHUA PARRISH (Defendant) was awarded Lot "O" with (110.989 acres) and Lot "P" with 8.948 acres) totaling 119.937 acres which was 65.40 acres less than the 1/9th parts awarded to him by Charles B. Younger.

AUGUSTAS NOBLE (Defendant) was awarded Lot "W" with (121.571 acres) which was 17.429 acres less than the 1/12th parts awarded to him by Charles B. Younger.

RANCHO SOQUEL Suit (Peck versus Hihn)
PARTITIONING REPORT

by
CHARLES B. YOUNGER, DAVID TUTTLE
and JOSEPH RUFNER
DECEMBER 22, 1863

GEORGE K. PORTER (Defendant) was awarded Lot "M" with (109.977 acres) which was 66.737 acres more than the 7/270th parts awarded to him by Charles B. Younger.

WILLIAM MACONDRAY (Defendant and Administrator for FREDERICK W. MACONDRAY) was awarded Lot "R" with (16.599 acres) and Lot "S" with (77.270 acres) totaling 93.869 acres which was 37.181 acres more than the 19/540th parts awarded to him by Charles B. Younger and 48.069 acres more than the 45.8 acres that Frederick A. Hihn meant to sell him.

BENJAMIN F. PORTER (Defendant) was awarded the five (5) acres that the tannery formerly owned by Ricardo and Luisa Juan occupied, designated as Lot "L" that lie along both sides of Tannery Gulch's creek bed just to the north of the County Road.....today Soquel Drive.....within the boundries of Cabrillo College.

FREDERICK A. HIHN was awarded Lot "G" with (22.23 acres) and Lot "H" with (382.122 acres) totaling 404.352 acres which was 34.248 acres less than the 71/270th parts he was awarded by Charles B. Younger.

NOTE: With his award of 404.352 acres plus the 452.035 acres that the Pecks deeded to him on APRIL 21, 1862, when this Partitioning Report was made final, Frederick A. Hihn owned a total of 856.387 acres of Rancho Soquel, which totaled a percentage of 51.34%.

RANCHO SOQUEL Suit (Peck versus Hihn)

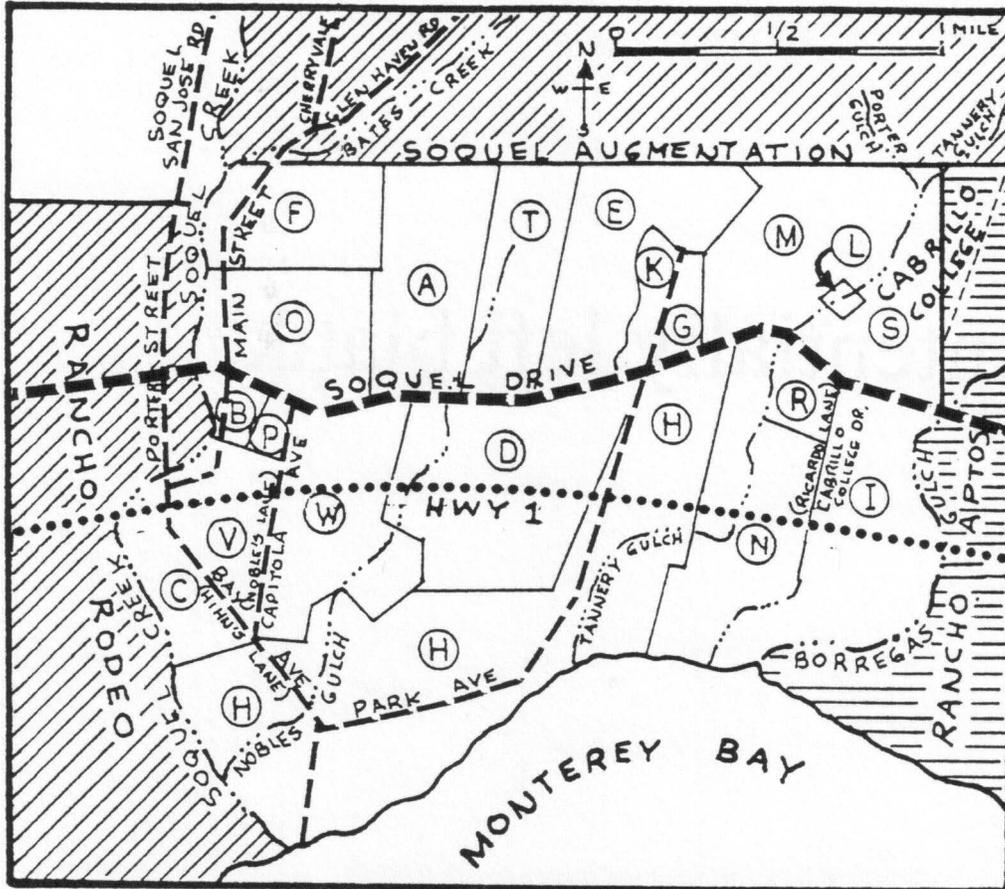
PARTITIONING REPORT

by

CHARLES B. YOUNGER, DAVID TUTTLE

and JOSEPH RUFNER

DECEMBER 22, 1863



RANCHO SOQUEL LOT OWNERSHIP
EXHIBIT B

HENRY W. PECK (A) 83.245 acres; (B) 16.775 acres; (C) 35.328 acres- all of which were the property of Frederick A. Hihn due to the 4/21/1862 deed.

MARIA ANTONIA PECK (D) 134.687 acres; (E) 112 acres; (F) 70 acres- all of which were the property of Frederick A. Hihn due to the 4/21/1862 deed.

FREDERICK A. HIHN (G) 22.23 acres; (H) 382.122 acres

MARIA HELENA LITTLEJOHN (I) 116.448 acres; (K) 20.915 acres

BENJAMIN F. PORTER (L) 5.0 acres

GEORGE K. PORTER (M) 109.977 acres

MARIA LUISA JUAN (N) 102.739 acres

JOSHUA PARRISH (O) 110.989 acres; (P) 8.948 acres

WILLIAM MACONDRAY et al (R) 16.599 acres; (S) 77.270 acres- originally purchased by his brother Frederick W. Macondray (deceased)

MARIA GUADALUPE AVERON (T) 63.215 acres; (V) 54.495 acres

AUGUSTAS NOBLE (W) 121.571 acres

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CHAPTER 17

PARTITIONING REPORT FOR THE SOQUEL AUGMENTATION

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AUGMENTATION Suit (Hihn versus Peck)

PARTITIONING REPORT

by

THOMAS W. WRIGHT, JOHN W. TOWNE
and GODFREY M. BOCKIUS

DECEMBER 23, 1863

In pursuance of and in obedience to the commission dated AUGUST 17, 1863 which is here attached and annexed and made a part hereof in the Soquel Augmentation Partitioning Suit, better known as the HIHN versus PECK et als Suit, issued out of and under the seal of this Court and delivered and directed to Thomas W. Wright, John W. Towne and Godfrey M. Bockius as Referees therein named tested the day of August 17, 1863 we Thomas W. Wright, John W. Towne and Godfrey M. Bockius do report to the Court as follows, to wit.....

That having been first duly sworn we carefully examined the Rancho in said Commission mentioned to wit.....that certain tract of land lying and being situated in the State of California and in the Counties of Santa Cruz and Santa Clara known thereas the AUGMENTATION to the SOQUEL RANCH bounded by a line commencing at the northwest corner of the Soquel Ranch so called and running up the Soquel River to a place known as the Palo de la Yeska.....thence to the Laguna Sarjunte.....thence to and including the Loma Prieta.....thence to the Chuchitas.....thence to the Cuatro Leguas.....thence to the northwest corner of the Aptos Ranch.....thence to the northeast corner of the Soquel Ranch.....and from thence to the place of beginning, containing 32,702 acres more or less.

And we have caused the said Rancho to be surveyed by Thomas W. Wright and divided into the several parcels as herein after mentioned and have made partition thereof between the Plaintiff FREDERICK A. HIHN and the Defendants....Carmel Fallon.....Guadalupe Averon.....Antonia Peck.....Helena Littlejohn.....Luisa Juan.....Henry W. Peck.....George W. Evans.....Cassamero Amayo.....Dario Amayo.....Lyman J. Burrell.....Luther Farnham as Administrator of the estate of Joel Bates, deceased and the heirs of the said Joel Bates whose names are unknown.....Francis R. Brady.....Benjamin Cahoon Nichols.....Richard Savage.....Roger G. Hinckley.....John L. Shelby.....Craven P. Hester.....Benjamin Farley.....James Taylor.....George K. Porter.....William Macondray and James Otis as executors of the last will and testament of Frederick W. Macondray deceased and the heirs and devisees of Frederick W. Macondray deceased whose names are unknown.....and Augustas Noble, according to their several respective rights, interests and estates therein as the same have been by this Court ascertained, declared, determined and adjudged. And have designated the parcels (to be called Tracts from this time on) so set apart in severalty to the respective parties by proper descriptions and monuments as we were by said Commission commanded in manner following, to wit.....

We have divided the said Augmentation to the Soquel Ranch into 27 tracts (parcels) which are respectively designated by the numbers from ① to ②⑦ inclusive. On the map of said Rancho hereto attached and annexed and here in referred to and made a part hereof and marked EXHIBIT "A".

That being in our judgement the most equal partition quantity and quality considered that could be made of said Rancho.

And we do further report that for the better understanding and elucidation (to make clear....Webster) of the shape and location of said Rancho and of the several parcels into which we have partitioned the same, and of the manner in which we have partitioned said Rancho, we have caused to be made by Thomas W. Wright by whom the same was surveyed a map of said Rancho designating and delineating what parcels thereof have been by us set off in severalty to the respective parties herein as we were commanded by said Commission and by the decree of this Court therein referred to, which map is herein referred to and made a part hereof and is hereunto attached and annexed and marked EXHIBIT "A".

AUGMENTATION Suit (Hihn versus Peck)

PARTITIONING REPORT

by
THOMAS W. WRIGHT, JOHN W. TOWNE
and GODFREY M. BOCKIUS
DECEMBER 23, 1863

And we do further report that we have assigned and set off in severalty to the Plaintiff FREDERICK A. HIHN as the 12/90th parts thereof QUANTITY and QUALITY considered for following tracts of land.....Tracts ① ② and ③.

And we do further report that we have assigned and set off in severalty to the estate of JOEL BATES 1/27th part of the said Ranch to wit.....Tract ④.

And we do further report that we have assigned and set off in severalty to the Defendant LUISA JUAN as the 1/27th part of said Ranch QUANTITY and QUALITY considered all those portions of the Soquel Augmentation to wit.....Tracts ⑤ and ⑥.

And we have set off and assigned to the Defendant GUADALUPE AVERON in severalty as the 1/9th of the said Ranch QUANTITY and QUALITY considered all the portion of the Soquel Augmentation Rancho to wit.....Tract ⑦.

And we do further report that we have assigned and set off in severalty to the estate of FREDERICK W. MACONDRAY 1/30th part of said Ranch QUANTITY and QUALITY considered all the portion of the Soquel Augmentation Rancho to wit.....Tract ⑧.

And we have assigned and set off to the Defendant CARMEL FALLON in severalty as the 1/9th part of said Ranch QUANTITY and QUALITY relatively considered all the portion of the Soquel Augmentation Rancho to wit.....Tract ⑨.

And we have assigned and set off in severalty to the Defendant ANTONIA PECK as the 1/9th part of the said Ranch QUANTITY and QUALITY relatively considered the following two tracts of land within the Soquel Augmentation Rancho to wit..... Tract ⑩ and Tract ⑪.

And we do further report that we have assigned and set off in severalty to the estate of Defendant GEORGE K. PORTER as the equal 7/270th parts of said Ranch QUANTITY and QUALITY relatively considered all the portion of the Soquel Augmentation Rancho to wit.....Tract ⑫.

And we have assigned and set off in severalty to the Defendant AUGUSTAS NOBLE as the 1/540th and 1/280th parts of said Ranch QUANTITY and QUALITY relatively considered all the portion of the Soquel Augmentation Rancho to wit..... Tract ⑬.

And we do further report that we have assigned and set off in severalty to the estate of Defendant CRAVEN P. HESTER as 1/48th part of said Ranch QUANTITY and QUALITY relatively considered all the portion of the Soquel Augmentation Rancho to wit.....Tract ⑭.... and to BENJAMIN FARLEY a like percentage of 1/48th part of the ranch QUANTITY and QUALITY relatively considered all the portion of the Soquel Augmentation Rancho to wit.....Tract ⑮.

And we have set off and assigned in severalty to the Defendant HENRY W. PECK as 2/27th parts of the said Ranch QUANTITY and QUALITY relatively considered all the portion of the Soquel Augmentation Rancho to wit.....Tract ⑯.

And we do further report that we have assigned and set off in severalty to the estate of Defendant JAMES TAYLOR as 1/54th part of said Ranch QUANTITY and QUALITY relatively considered all the portion of the Soquel Augmentation Rancho to wit.....Tract ⑰.

And we have assigned and set off in severalty to the Defendant HELENA LITTLEJOHN as the 2/27th parts of the said Ranch QUANTITY and QUALITY...NOT...considered the following two tracts of land within the Soquel Augmentation Rancho to wit... Tract ⑱ and Tract ⑲.

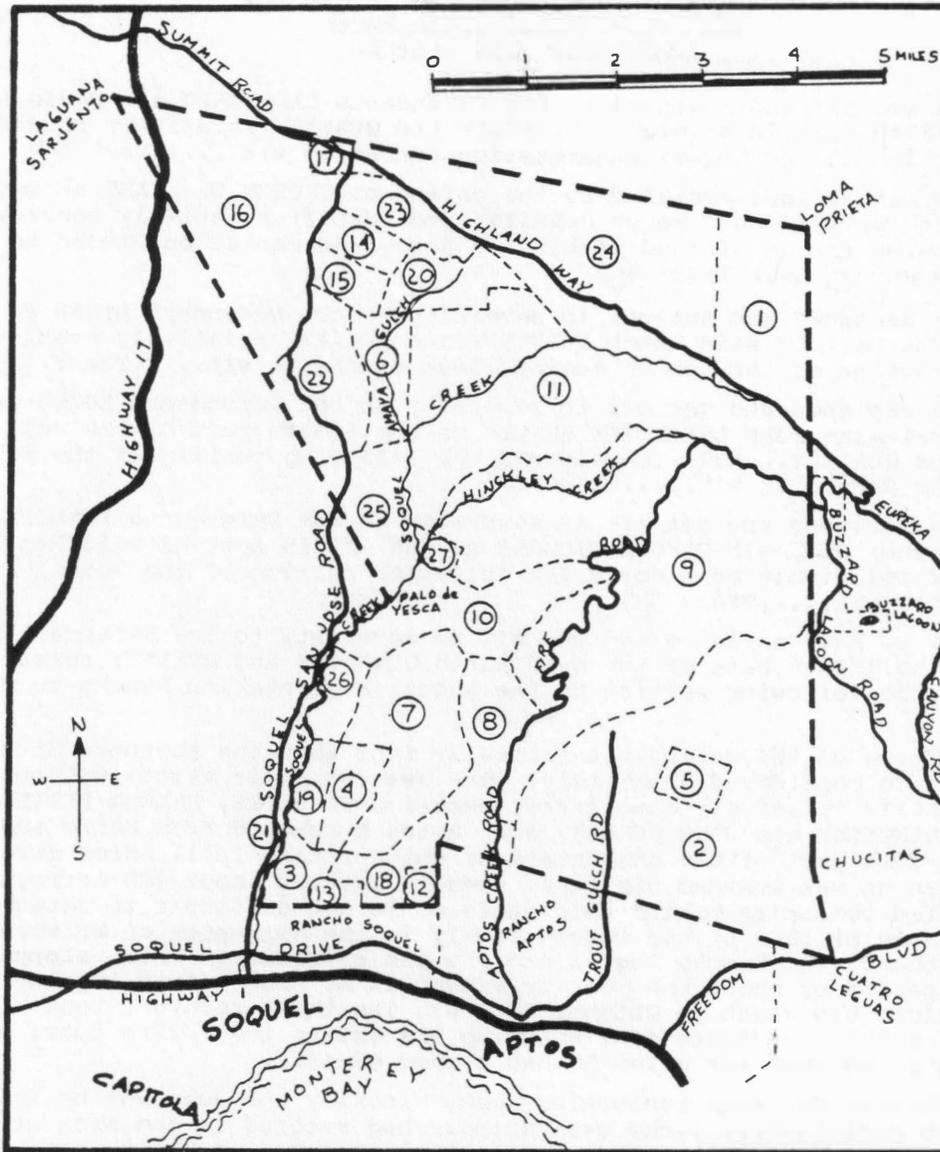
PARTITIONING REPORT

by

THOMAS W. WRIGHT, JOHN W. TOWNE

and GODFREY M. BOCKIUS

DECEMBER 23, 1863



SOQUEL AUGMENTATION TRACT OWNERSHIP
EXHIBIT A

- | | | | | | |
|----|------------------------|----|-------------------------|----|--|
| 1 | FREDERICK A. HIHN | 12 | GEORGE K. PORTER | 20 | CASIMERO & DARIO AMAYO |
| 2 | FREDERICK A. HIHN | 13 | AUGUSTAS NOBLE | 21 | JOHN DAUBENBISS |
| 3 | FREDERICK A. HIHN | 14 | CRAVEN HESTER | 22 | GEORGE W. EVANS |
| 4 | JOEL BATES | 15 | BENJAMIN FARLEY | 23 | GEORGE W. EVANS |
| 5 | MARIA LUISA JUAN | 16 | HENRY W. PECK | 24 | LYMAN JOHN BURRELL |
| 6 | MARIA LUISA JUAN | 17 | JAMES TAYLOR | 25 | R.G. HINCKLEY & JOHN L. SHELBY |
| 7 | MARIA GUADALUPE AVERON | 18 | MARIA HELENA LITTLEJOHN | 26 | FRANCIS R. BRADY & BENJAMIN C. NICHOLS |
| 8 | FREDERICK W. MACONDRAY | 19 | MARIA HELENA LITTLEJOHN | 27 | RICHARD SAVAGE |
| 9 | CARMEL FALLON | | | | |
| 10 | MARIA ANTONIA PECK | | | | |
| 11 | MARIA ANTONIA PECK | | | | |

AUGMENTATION Suit (Hihn versus Peck)

PARTITIONING REPORT

by

THOMAS W. WRIGHT, JOHN W. TOWNE
and GODFREY M. BOCKIUS

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And we have set off and assigned to the Defendants CASSIMERO and DARIO AMAYO together 1/27th part in severalty QUANTITY and QUALITY relatively considered all the portion of the Soquel Augmentation Rancho to wit.....Tract (20).

And we have set off and assigned to the defendant GEORGE W. EVANS in severalty as the 1/18th part of said Ranch QUANTITY and QUALITY relatively considered the following three tracts of land within the Soquel Augmentation Rancho to wit..... Tract (21) Tract (22) and Tract (23).

And we have assigned and set off in severalty to the Defendant LYMAN JOHN BURRELL as the 1/27th part of said Ranch QUANTITY and QUALITY relatively considered the following portion of the Soquel Augmentation Rancho to wit.....Tract (24).

And we have assigned and set off in severalty to the Defendants ROGER G. HINCKLEY nad his son-in-law JOHN LAFAYETTE SHELBY as the 1/36th part of the said Ranch QUANTITY and QUALITY...NOT...considered the following portion of the Soquel Augmentation Rancho to wit.....Tract (25).

And we have assigned and set off in severalty to the Defendants FRANCIS R. BRADY and his partner BENJAMIN CAHOON NICHOLS as the 1/54th part of said Ranch QUANTITY and QUALITY relatively considered the following portion of the Soquel Augmentation Rancho to wit.....Tract (26).

And finally we have assigned and set off in severalty to the Defendant RICHARD SAVAGE as the 1/96th part of the said Ranch QUANTITY and QUALITY relatively considered the following portion of the Soquel Augmentation Rancho to wit..... Tract (27).

NOTE: Three of the defendants (actually four when the partners Hinckley and Shelby are considered separately) were awarded their tracts without QUANTITY and QUALITY relatively considered, namely JOEL BATES, HELENA LITTLEJOHN and ROGER HINCKLEY and JOHN SHELBY. Joel Bates purchased from Henry and Antonia Peck 1/27th part of the Augmentation, which totals 1,211 acres more or less. But when he was awarded his final area it totaled about 330 acres, more or less. The reasoning behind this decision is not difficult to determine..... since June of 1853 he had logged freely in the Augmentation between the north boundry of Rancho Soquel and the end of Prescott Road, stopped only for a period of about one year by Frederick A. Hihn's anti-logging injunction before his death in October of 1861. The three referees took his logging activity into consideration, awarding his estate the 1/27th total of the Augmentation less the acres he had logged earlier.

The referees decision concerning Roger Hinckley and John Shelby is also easy to arrive at.....the two partners had settled on the area at the mouth of Hinckley Gulch along the west side of Soquel Creek, establishing their land with fences and monuments, therefore QUANTITY and QUALITY was not a factor. But why Helena Littlejohn's two tracts were awarded without QUANTITY and QUALITY being considered is not as obvious, except the reasoning behind the referees decision may have been the fact that if the partitioning suit was successful and she was awarded her 2/27th claim to land in the Augmentation, the earlier deed that she and her husband entered into with Frederick A. Hihn in which they passed title to him upon a successful decision by the court, influenced the referees decision based on Hihn's desire to own the areas awarded to Helena.

EXPENSE REPORT by REFEREES WRIGHT, TOWNE & BOCKIUS

And now at this day come the parties herein and also come Thomas W. Wright, John W. Towne and Godfrey M. Bockius, the referees heretofore appointed to par-

AUGMENTATION Suit (Hihn versus Peck)

PARTITIONING REPORT

by

THOMAS W. WRIGHT, JOHN W. TOWNE

and GODFREY M. BOCKIUS

DECEMBER 23, 1863

tition the Soquel Augmentation Rancho, and move the court for an order for the payment of their fees as Referees herein and of the other expenses attending and incidental to the partition of said Ranch.....and it appearing to the court that said referees have made partition of said Ranch in pursuance of the decree in the premises and have filed their report herein and that the same has been by the court confirmed.....and it further appearing that their (time and effort) amounts to the sum of \$1,600 (\$22,400) and that said \$1,600 is payable in coin and ought to be paid immediately in coin and the parties consenting thereto.

It is therefore now here ordered, adjudged and decreed by the court that the parties herein in proportion to their respective interests in said Ranch as the same have been ascertained and set off to the respective parties herein, do forthwith pay David J. Haslam as Clerk of this court, in coin their respective portions of the expenses of said partition as follows, to wit.....

CARMEL FALLON	\$177.89 (\$2,490.46)
GUADALUPE AVERON	\$177.89 (\$2,490.46)
HELENA LITTLEJOHN	\$112.55 (\$1,575.70)
LUISA JUAN	\$59.29 (\$830.06)
JOHN DAUBENBISS	\$88.94 (\$1,245.16)
DARIO AMAYO	\$29.64 (\$414.96)
CASIMERO AMAYO	\$29.64 (\$414.96)
LYMAN JOHN BURRELL	\$59.29 (\$830.06)
LUTHER FARNHAM as Administrator of the estate of JOEL BATES	\$59.29 (\$830.06)
FRANCIS R. BRADY & BENJAMIN NICHOLS	\$29.64 (\$414.96)
RICHARD SAVAGE	\$16.67 (\$233.38)
ROGER HINCKLEY & JOHN SHELBY	\$44.37 (\$621.18)
CRAVEN P. HESTER	\$33.33 (\$466.62)
BENJAMIN FARLEY	\$33.33 (\$466.62)
JAMES TAYLOR	\$29.64 (\$414.96)
GEORGE K. PORTER	\$41.51 (\$581.14)
AUGUSTAS NOBLE	\$8.73 (\$122.22)
JAMES OTIS & WILLIAM MACONDRAY as Executors of the last will and testament of FREDERICK W. MACONDRAY	\$53.36 (\$747.04)
FREDERICK A. HIHN*	\$509.98 (\$7,139.72)*

* Included within Frederick A. Hihn's portion of the referees expenses were Henry and Antonia Pecks portion of the bill which totaled (about) \$296.47 (\$4,150.58) because of the deed signed APRIL 21, 1862.

DECEMBER 23, 1863 (Augmentation Suit)- CRAVEN P. HESTER on his own behalf and as attorney for BENJAMIN FARLEY enter into the record the following EXCEPTIONS to the preceeding Referees Report.....

- The description of the tracts of land assigned to them is absurd on its face, whose boundries enclose no tract of land, and not the tracts of land supposed to be assigned to them and that the description is insufficient.
- The quantity of land which should have been adjusted to them has not been so assigned in the report

Wherefore we, CRAVEN HESTER and BENJAMIN FARLEY, pray that the court set aside the report and that commissioners be appointed to divide the Augmentation amongst the owners thereof assigning to each his proper share of the ranch.

PARTITIONING REPORT
for the SOQUEL AUGMENTATION

NOTE: Charles B. Younger in his earlier partitioning report established that both Craven Hester and Benjamin Farley had a legitimate claim in the Augmentation totaling 1/48th undivided part, which total 681 acres more or less. The two claiming defendants were each awarded a total of 320 acres, more or less, which each appears from their complaint, did not include the lands, or all of the land, that they had made their improvements upon.

JANUARY 12, 1864 Augmentation Suit)- FRANCIS R. BRADY and his partner BENJAMIN C. NICHOLS enter into the record the following EXCEPTIONS to the preceding Referees Report.....

- The amount of land assigned to (us) as described in the report is insufficient and is not equivalent to the 1/54th part herefore directed to be set off to us in fee simple by decree of this court.
- The tract of land set off to (us) does not include the land upon which we have previously erected and now have standing permanent and valuable improvements.
- The portion of the land set off to (us) is so located as to be inaccessible from the point at which our buildings are presently located.

Wherefore we, Francis R. Brady and Benjamin C. Nichols, pray that the court set aside the report and that commissioners be appointed to divide that Augmentation amongst the owners thereof assigning to each his proper share of the ranch.

NOTE: Charles B. Younger in his earlier partitioning report established that partners Brady and Nichols had a legitimate claim to 1/54th undivided part in the Augmentation totaling 605.6 acres more or less. The two partners were awarded a total of 350 acres, more or less.

FEBRUARY 13, 1864- AGREEMENT

In this agreement Casimero Amayo and Frederick A. Hihn enter into partnership to log the land awarded to the Amayo brothers (Dario and Casimero), Tract 20. After the partnership was formed, with Hihn taking the leadership, most of the logging of the land was done by others through leases and selling the stumpage rights.

FEBRUARY 22, 1864- DEED

In this deed Dario Amayo sold his 1/2 interest in Tract 20 to Frederick A. Hihn. A total of \$50 (\$700) is mentioned in the deed.

JULY 19, 1864 (Augmentation Suit)- Now comes ROGER G. HINCKLEY and JOHN L. SHELBY to except to the report of the referees in partition, herefore filed therein and move the court to set aside the report on the following grounds to wit.....

- Gross and inequality and injustice in the assignment of the joint interest of the (two) defendants in the lands partitioned by the referees, and that the same is against equity.....in this that the principal part of the share set off to the (two) defendants consists of land which can be made use of for no other purpose than for grazing.
- And that the land set off to them has a very (small) quantity of which is arable land.....land suitable for raising crops.....that on the whole of said land there are but two small springs of water.....and the situation of the springs is such and the quantity of water afforded by them so small that they are entirely insufficient for the purpose of watering the number of cattle that the tract of land is capable of sustaining.

PARTITIONING REPORT
for the SOQUEL AUGMENTATION

- The two continue.....that while the Soquel River, a year-round running stream runs along the east side of their assigned plot of land for about two miles and a half.....and the stream would be a very great benefit and advantage in the use of their land for grazing and for other purposes.....that the defendants can reach the stream at one point only which greatly diminishes the value of the tract because the use thereof the running stream is as previously stated, greatly diminished by the denial to them of the use of the waters (of the stream).....and that in no other assignment of the various portions of the lands partitioned has any party holding an interest therein been debarred from the free use of the waters of a boundary stream.

NOTE: The land awarded to Hinckley and Shelby, for the purpose that they intended to use it, for the grazing of cattle, it was almost totally unuseable due to its makeup. While their land, at its most southern point extended from Soquel Creek along a straight line from just below Hinckley Gulch up to the Laguna Sarjento in a northwest heading and from the same point followed the twists and turns of Soquel Creek north. Their cattle could reach Soquel Creek only within a small area directly across from Hinckley Creek.....occupying the upper half of their tract was Sugarloaf Mountain, while along Soquel Creek the sides dropped, for the most part directly to its sides.....the best, and most direct access for their cattle was now on Frederick A. Hihn's Tract 10 located directly to the south.

JULY 25, 1864 (Rancho Soquel Suit)- On this date it was ordered, adjudged and decreed by the court, that the Report of the Referees be confirmed, and that judgment be entered according to the said report, and that the partition be effectual forever.

Wherefore, on motion of the plaintiffs Henry and Antonia Peck by their attorney Robert F. Peckham, it is considered, adjudged and decreed by the court, that the referees report, so made and reported by them to this court, be and the same is hereby approved, and forever confirmed, and be held firm, effectual and valid forever.

And that the defendant FREDERICK A. HIHN, be allowed the sum of \$370.60 (\$5,048.40) for his costs herein laid out and expended.

And that the defendant GEORGE K. PORTER, be allowed the sum of \$20 (\$280), for his costs and disbursements laid out and expended.

And that the sum of \$370.60 to Frederick A. Hihn, and the sum of \$20 to George K. Porter, the plaintiffs Henry W. Peck and Antonia Peck, pay the sum of \$87.67 (\$1,227.38).

And that defendant JOSHUA PARRISH, pay the sum of \$43.83 (\$613.62).

And that defendant GUADALUPE AVERON, pay the sum of \$43.83 (\$613.62).

And that defendant HELENA LITTLEJOHN, do pay the sum of \$32.46 (\$454.44).

And that the defendant LUISA JUAN, do pay the sum of \$32.46 (\$454.44).

And that the defendants WILLIAM MACONDRAY and JAMES OTIS, do pay the sum of \$13.75 (\$192.64).

And that the defendant AUGUSTAS NOBLE, do pay the sum of \$32.55 (\$455.57).

And that execution do issue therefor, and that when the same is collected, that the sum of \$10 (\$140) be paid to the defendant GEORGE K. PORTER, and the remainder thereof to the defendant FREDERICK A. HIHN.

Judgment entered July 25, 1864 by the Honorable
Samuel B. McKee, District Judge

Attested to by D.J. Haslam, Clerk of the Court

AUGUST 8, 1864 (Augmentation Suit)- ACTION FOR PARTITION by Samuel B. McKee, District Judge.....this cause coming on to be heard upon this report of the

PARTITIONING REPORT
for the SOQUEL AUGMENTATION

referees heretofore appointed by the court to make partition of the lands and tenements described in the Complaint. According to the decree of this court swear and ordered in this court at the APRIL term, 1863. And upon the several objections to said referees report by the defendants CRAVEN HESTER, BENJAMIN FARLEY, FRANCIS R. BRADY, BENJAMIN NICHOLS, ROGER HINCKLEY and JOHN SHELBY, and the said objections of these defendants now withdrawn and the court having heard the entries in support of the objections of said defendants FRANCIS BRADY and BENJAMIN NICHOLS, and having upon consideration of such evidence and denied the objections.

It is now on motion of Robert F. Peckham, as attorney for defendant LUISA JUAN considered adjudged and decreed by the court that the partition made by the referees and reported to this court as this same now appears and remains on file in this cause be and the same is hereby approved, ratified, confirmed, established and made binding firm and effectual forever.

Judge McKee completed his Action for Partition with the following highly controversial statement.....

And that there be and is hereby reserved to each and every party to such partition a right of way over the nearest convenient route from the lands set off and assigned to him or her by this decree across the lands of the others to a public highway and that a judgement be entered by the Clerk of the Court accordingly, and that a writ of assistance be issued from this court to put the parties in possession of the tracts of land set off and assigned to them respectively.

And that the parties to this suit have until the next term of this court to file their several bills of cost in this action and have them apportioned among the parties hereto respectively.....

Judgement entered SEPTEMBER 14, 1864

AUGUST 8, 1864 - DEED

When Roger Hinckley and John Shelby were told what the boundaries of their Tract 25 were, they complained vigorously that being denied the land that lie to the south along Soquel Creek, land that was now owned by Frederick A. Hihn (Tract 10), that they did not have enough access to the year-round water available in Soquel Creek for their cattle and to irrigate their land.

In their complaints, they pointed out to the court of the steep terrain north of where Hinckley Creek merged with Soquel Creek and the presence of San Francisco Mountain (today called Sugarloaf Mountain) in the virtual center of their tract. With the loss of Tract 27 in Hinckley Gulch, the sawmill along the east side of Soquel Creek just above the mouth of the latter gulch, the millpond on Soquel Creek, and now the land to the south that belonged to Frederick A. Hihn, Hihn decided to quiet their complaints. In this deed Hihn allowed the two partners to build a dam across Soquel Creek on his Tract 10 land (within the vicinity of today's Millpond Lake near the mouth of Spignet Gulch). Hihn stated in the deed that the partners created lake could not interfere with his wagon road along the east side of Soquel Creek leading to his Sulphur Springs Resort upstream.

PARTITIONING REPORT
for the SOQUEL AUGMENTATION

AUGUST 9 through SEPTEMBER 10, 1864- DEEDS

A total of eight deeds between Stephen and Joseph Chase, brothers that presently owned title to George W. Evans former claim to 1/18th of the Augmentation, John Duabenbiss who purchased the claim from George W. Evans, and Frederick A. Hihn were entered into and filed between the above dates. When the Augmentation was officially partitioned the George W. Evans 1/18th claim, purchased from Jones Hoy DECEMBER 26, 1860 and contested by Frederick A. Hihn, then sold by Evans to John Daubenbiss APRIL 22, 1863 who inturn sold it to the Chase brothers DECEMBER 1, 1863 was now officially Tracts 21, 22 and 23. As previously mentioned, the Jones Hoy 1/18th claim sold to George Evans was claimed by Frederick A. Hihn unsuccessfully. Now on the above last date, the three tracts were legally the property of Frederick A. Hihn.

Rancho Soquel Suit
DR. JOHN P.P. VANDENBERG APPEAL
AUGUST 12, 1864

On the above date the attorney for Dr. John P.P. Vandenberg; R.R. Provines filed an appeal based on the doctor's Objections to the Charles B. Younger Report entered into the record OCTOBER 3 and 5, 1861. Because the appeal is extensive it will not be presented here. The entire text of the appeal is presented in its entirety in **APPENDIX E**

Rancho Soquel Suit
DR. JOHN P.P. VANDENBERG APPEAL
AUGUST 12, 1864

On the above date the attorney for Dr. John P.P. Vandenberg, R.R. Provines filed an appeal based on the doctor's OBJECTIONS to the Charles B. Younger Report entered into the record OCTOBER 3 and 5, 1861. The appeal concerned Younger's rejection of the doctor's deed with Nicanor and Francisco Lajeunesse dated JANUARY 21, 1854 in which sold to him was Nicanor's 1/9th claim to Rancho Soquel land and acceptance of Nicanor and her husband signing the deed with Frederick A. Hihn in which she sold the same 1/9th claim JULY 24, 1860.

Because the appeal is extensive and includes additional testimony it will not be presented here. The entire text of the appeal and the State Supreme Court's decision is presented in **APPENDIX E**

Rancho Soquel Suit
FREDERICK A. HIHN APPEAL
AUGUST 12, 1864

On the above date the attorney for Frederick A. Hihn, Robert F. Peckham filed an appeal based on their OBJECTIONS to the Charles B. Younger Report entered into the record OCTOBER 18, 1861. The appeal concerned the claim that Hihn's claim to land should be 8/27ths, not the 71/270th parts allowed by Younger, and that Augustas Noble's 1/12th should be 1/27th, that George K. Porter's 7/270ths should be 13/1,018, and Frederick W. Macondray's 19/540th parts should be 320/9,720th parts.

Because the appeal is extensive and includes additional testimony it will not be presented here. The entire text of the appeal and the State Supreme Court's decision which is combined with the Dr. John P.P. Vandenberg appeal decision is presented in **APPENDIX E**

PARTITIONING REPORT
for the SOQUEL AUGMENTATION

AUGUST 13, 1864 (Rancho Soquel Suit)- District Judge Samuel B. McKee signed the following COURT ORDER.....let all the defendants in the cause titled the Peck versus Hihn et als suit who are or have been represented by Seldon S. Wright Esq. or by General John Wilson, or both of them, have thirty (30) days from this date in which to prepare and file a statement on appeal therein.....the defendants represented by the two attorneys are Thomas Courtis, Mary E.J. Slade, Cyrus Coe, Charles Plum and Henry Lawrence and John Wilson himself.

AUGUST 13, 1864 (Rancho Soquel Suit)- District Judge Samuel B. McKee signed the following COURT ORDER.....upon a good cause to me shown by George K. Porter, one of the defendants in the cause titled the Peck versus Hihn et als suit, is allowed twenty (20) days from the 12th day of AUGUST, 1864, within which to file amendments to the statement on appeal served herein by Frederick A. Hihn on the 12th day of AUGUST, 1864.....and to serve a copy of said amendments on said appellant, Frederick A. Hihn, and it is so ordered by me this 13th day of AUGUST, 1864 at Santa Cruz.

AUGUST 15, 1864 (Rancho Soquel Suit)- Attorney Seldon S. Wright sent the following NOTICE to Robert F. Peckham as attorney for the plaintiffs Henry and Antonia Peck and defendants Frederick A. Hihn and other defendants.....you will please take notice that an order, a copy of which accompanies this notice, was made in the cause called the Peck versus Hihn et als suit and filed on the date it is of, to wit.....AUGUST 13, 1864.

Rancho Soquel Suit
THOMAS COURTIS APPEAL
AUGUST 15, 1864

On the above date attorneys Thomas Courtis, John Wilson and Seldon S. Wright on behalf of Thomas Courtis as Administrator for John Ingoldsby, Frederick W. Macondray and others, Thomas Courtis for himself, John Wilson, Mary E.J. Slade, Cyrus Coe, Charles Plum, Augustas Noble and Henry Lawrence filed an appeal based on previously entered OBJECTIONS to the Charles B. Younger Report.

Because the appeal is (very) extensive and includes additional testimony it will not be presented here. The entire text of the appeal and the State Supreme Court's decision is presented in **APPENDIX F**

AUGUST 16, 1864 (Rancho Soquel Suit)- James O. Wanzer, Deputy County Clerk of Santa Cruz County in an AFFIDAVIT before County Clerk David J. Haslam swore that he mailed properly a copy of the proposed Amendments to Frederick A. Hihn's Appeal made by Augustas Noble and the persons handling the estate of Frederick W. Macondray.

AUGUST 16, 1864 (Rancho Soquel Suit)- On this date defendants Augustas Noble and James Otis and William Macondray, executors of the last will and testament of Frederick W. Macondray proposed the following amendments to the Frederick A. Hihn Appeal.....

The requested change consisted of the reading of the deed from Martina Castro, dated AUGUST 29, 1850 be changed from "plaintiff then read in evidence a conveyance from Martina Castro".....to....."plaintiff then offered to read in evidence what purported to be a conveyance from Martian Castro."

It was also proposed that the statement by Frederick A. Hihn that the deed of Martina Castro conveyed to each of her eight heris 1/9th of her two lands... to.....to the reading of which said deed in evidence the defendants offering this amendment objected.

AUGUST 19, 1864 (Rancho Soquel Suit)- Robert F. Peckham, attorney for Frederick A. Hihn answered the proposed amendments made by the attorney, Seldon S. Wright, for defendants Augustas Noble and James Otis and William Macondray, Executors as follows.....you will take notice that your proposed amendments to the statement to be used on appeal, proposed by defendant Frederick A. Hihn is disagreed to.....and.....that the proposed statement with the proposed

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amendments will be presented to the Clerk of the Court in Santa Clara County for settlement on the 13th day of September, 1864 at 10 O'Clock A.M. and when and where you may appear and insist on your proposed amendments.

AUGUST 19, 1864 (Rancho Soquel Suit)- Attorneys Robert F. Peckham for his client Frederick A. Hihn and Seldon S. Wright for defendants Augustas Noble and the executors for Frederick W. Macondray stipulate that Frederick A. Hihn has twenty (20) days from the date (above) to give notice and to present the statement on appeal filed by him (Hihn) in the cause on the 12th or 13th day of AUGUST, 1864 to the judge for settlement.

SEPTEMBER 1, 1864 (Rancho Soquel Suit)- Frederick A. Hihn stipulated that George K. Porter and Benjamin F. Porter have until and including the 10th day of SEPTEMBER, 1864 to file and serve amendments to the statement on appeal filed by me (Hihn) on the 12th day of AUGUST, 1864.....signed by Frederick A. Hihn.

In a second stipulation Frederick A. Hihn and the attorney for George K. Porter and Benjamin F. Porter agree that the amendments being prepared by the two defendants, that the time they have to file is extended until and including the 20th day of SEPTEMBER, 1864.....and.....Frederick A. Hihn is allowed ten days time additional to that allowed by law in which to bring said statment and amendments before the judge for settlement.

SEPTEMBER 12, 1864 (Rancho Soquel Suit)- PROPOSED AMENDMENTS to FREDERICK A. HIHN APPEAL.....AGREEMENT BETWEEN HIHN, NOBLE, GEORGE K. PORTER and FREDERICK W. MACONDRAY.....

It is hereby stipulated and agreed by the preceeding that all errors in the above named cause are hereby expressly waived, so far as the same affect the defendants in relation to each other and not otherwise.....

And it is further stipulated that none of the said defendants shall, or will appeal from the judgment in the said cause, so far as the same affects the said defendants in relation to each other.....

And defendant Frederick A. Hihn stipulates to withdraw and hereby withdraws his statement on appeal heretofore filed in said cause, from so much of the judgment of the court as affects Augustas Noble, George K. Porter, and the heirs of Frederick W. Macondray; the errors being waived and the appeal not to be taken also in regard to the heirs of Frederick W. Macondray; and this stipulation and agreement, being made upon payment of \$500 (\$7,000) by Augustas Noble, George K. Porter, the heirs of Frederick W. Macondray to Frederick A. Hihn as the consideration of his entering into the same, and waiving his rights and being it the intention of the parties hereto to make the judgment entered in the cause, final as between the defendants Frederick A. Hihn, Augustas Noble, George K. Porter and the heirs of Frederick W. Macondray, so that the same shall not be in any manner appealed from, or objected to as regards the defendants.

signed by Frederick A. Hihn, Augustas Noble and
attorney for George K. Porter

SEPTEMBER 13, 1864- DEED

William Macondray and attorney James Otis, executors of the deceased Frederick W. Macondray estate and Mrs. L.S. Macondray, Frederick's widow, sell Tract ⑧ for \$800 (\$11,200) to Carmel Fallon. Carmel is acting as agent for her husband Thomas Fallon. This sale will have far reaching repercussions on future events within the Aptos area.

SEPTEMBER 14, 1864 (Soquel Augmentation Suit)- Partitioning Report by Thomas W. Wright, John W. Towne and Godfrey M. Bockius is accepted by the Third District Court, as ordered by District Judge Samuel B. McKee.

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SEPTEMBER 26, 1864 (Soquel Augmentation Suit)- FRANCIS R. BRADY...BENJAMIN C. NICHOLS...BENJAMIN F. PORTER...GEORGE KIRBY...JOHN STEARNS...and JOEL BATES (deceased) agree upon a statement for a NEW TRIAL.....the defendants statement for a new trial transcript now on film is unreadable because of the many changes made by the court recorder. The request for a new trial consists of 48 frames of testimony, and after careful review of the portions that are readable it is obvious that their appeal consists of previously presented testimony which is adequately presented in this text.

SEPTEMBER 29, 1864 (Soquel Augmentation Suit)- CRAVEN P. HESTER and BENJAMIN FARLEY enter a Statement for a Motion for a Rehearing or a New Trial.....

Because the major portion of their statement is repeated in the following Affidavit entered by the two defendants, it will not be repeated here.....

SEPTEMBER 30, 1864 (Soquel Augmentation Suit)- CRAVEN P. HESTER acting as his own attorney, and attorney for BENJAMIN FARLEY (who lives in Santa Clara Valley) and whose interest since the beginning of the suit has conveyed his interest to CRAVEN HESTER, presented to the court the following AFFIDAVIT for a NEW TRIAL...

- The referees were duly appointed by the court to make partition of the land in the complaint so as to give to each party, the quality of land equal in value to the interest decreed to him by Charles B. Younger.
- That the referees reported to the court at the DECEMBER term thereof 1863 their doings in that matter and that they had set off to each party land, of equal value to the interest in land decreed by the court.
- And, in the report made by the referees in setting off lands to the parties respectively, they made no reservation in favor of any one of a right-of-way over the lands of other parties or party in said suit, all of which will more fully appear by reference to the report and proceedings in said suit.
- That the court gave time to the parties to object to the report and some of the parties made objections which came on to be heard by the court on the first Saturday of the AUGUST term of 1864.
- The court next ordered the objections to be continued until the next succeeding Tuesday after the said Saturday, for proof by affidavits, of the matter of the objections.
- When I was in court, I asked Robert F. Peckham who was opposing the objections, whether the matter of costs in the suit be continued until the following term for decision by the court, to which he replied "yes."
- I next asked Peckham whether other proceedings would be had at the AUGUST term in the court than the disposing of the objections and the final confirmation of the report, to which he replied, as I understood him, "no."
- I next asked the plaintiff Frederick A. Hihn substantially the same questions and he replied, as I understood him, the same as his attorney Robert F. Peckham.
- After I received the preceding answers to my questions which indicated that both the plaintiff and his attorney were not interested in the objections to the referees report, and as nothing further was to be done in the court pertaining to the suit, I went home.
- At the time the proceeding occurred, Robert F. Peckham was the attorney of record in the present suit for the plaintiff Frederick A. Hihn and also for Luisa Juan and also for some other defendants in the suit. That on Monday next after the said Saturday the objections were delivered or overruled and a decree rendered by the court of confirmation of the referees report as the affiant has been informed.
- And also, at the same time Robert F. Peckham as attorney for Luisa Juan moved the court to enter among the proceedings the following order.....

And that there be and is hereby reserved to each and every party to such partition a right-of-way over the nearest convenient route from the

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lands set off and assigned to him or her by the decree across the land of others to a public highway.

The preceeding motion was then granted and said order made by the court, as well fully fully appear by reference to the preceedings of this suit.

- Craven Hester next stated that neither he, or Benjamin Farley authorized the preceeding motion, nor were either of them consulted or even present when the motion was presented. Hester further stated that neither of them knew anything about the order until sometime after the adjournment of the term of the court and that he received verbal information that some such a proceeding had been had but not of its true character.
- And although the order was made as stated, yet I and Benjamin Farley have not had any notice of the motion in either writing, verbally, or otherwise, nor have either of us had since the making of the order any notice in writing within ten days after the making of the order or at any time served upon us of the order, or of a reservation of the right-of-way as let out in the order, or any reservation of the right-of-way, or of the final decree in the cause.
- Craven Hester continued.....that neither the plaintiff Frederick A. Hihn, nor any of the defendants or their answers therein, or in any proceeding in said cause, to have reserved, in any way or form whatever, the right-of-way embraced in the order, or any right-of-way.....that the recent information was not only a surprise to me, but an astonishment.
- Also, the order was made by the court upon Robert F. Peckham....motion without having any testimony in regard to the matter of it or hearing any testimony whatever, and its decision in regard to the order was not justified by any evidence or matter before the court.....that no time has been given by the court to object to the order.....that no objections could be made to it under the leave given to object to the report of the referees that if the court has power to make said order, it should have heard testimony that the land set off as aforesaid to the parties were not a just partition and their interest was not apportioned in conformity to the decree fixing their interest respectively, to said land, and that the correct way to equalize the interest was by a reservation of the way as aforesaid made.
- I, Carven P. Hester and my client Benjamin Farley each had a lot of land set off to us by the referees report.....that the order affects the interest of me, Craven Hester injureously, to the two lots that were set off to me and Benjamin Farley, and that the injury is a peculiar one to me owning to the locality of the land set off to me and to Benjamin Farley.....both being located on a high mountain with little rollong land on top that is cultivable that will now be subject to disturbance by travellers and thus rendering the land much less valuable.
- The order by the court operates as a great grievance to me, that I was prevented from having a fair hearing of the matter of the court order, and if set aside I believe that I can show the court that it has no right to supply the doings of the three referees by such an order, and that I can show by testimony the injustice and impropriety of such an order, and that because of its injurious operation upon the rights of me, Craven Hester.

Soquel Augmentation Suit **SEE APPENDIX G**
FREDERICK A. HIHN APPEAL
OCTOBER 4, 1864

This Appeal to the State Supreme Court on behalf of his client, Frederick A. Hihn is in the handwriting of attorney Robert F. Peckham, who has probably the "worst" handwriting imaginable, making this appeal unreadable. From what can be read, it appears that it only repeats Frederick A. Hihn's previously made statements and objections, except for two main points.....

FIRST are the statements from each of Martina Castro's daughters that they were legally her daughter.....and.....SECOND, Frederick A. Hihn was objection to

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the Augmentation being partitioned by the three court assigned referees, that according to the first assigned referee, Charles B. Younger the area was NOT susceptible to partition, but instead should be sold to the highest bidder and the preceeding money derived from the sale divided among the agreed upon owners, the amount based on the latter referee's findings made in late 1861.

OCTOBER 8, 1864 (Soquel Augmentation Suit)- CRAVEN P. HESTER and BENJAMIN FARLEY enter a MOTION for a NEW TRIAL.....this motion for a new trial is accompanied by, and is based on testimony made and entered into the record on SEPTEMBER 30, 1864.

Soquel Augmentation Suit **SEE APPENDIX G**
THOMAS COURTIS & JOHN WILSON APPEAL
OCTOBER 25, 1864

Attorney John Wilson representing himself and defendants Mary E.J. Slade, Cyrus Coe, Charles Plum and Hnery Lawrence and Thomas Courtis, representing himself and as the administrator for the deceased John Ingoldsby and grantee of the Archbishop Joseph S. Alemany and Father John Llebaria present for admittance to the State Supreme Court their objections and statements previously made and quoted in this text. Also included is the testimony entered into the record concerning the INGOLDSBY versus RICARDO JUAN et als suit. Because of the size of this testimony it will not be repeated here because it is identical with the appeal made in the Rancho Soquel Suit, better known as the PECK versus HIHN suit and is presented in its entirety in APPENDIX F. The State Supreme Court's decision concerning Courtis's appeal from the HIHN versus PECK (Augmentation Suit) is presented in **APPENDIX G**

OCTOBER 28, 1864- DEED

The land sold in this deed is not described in this deed, but the purpose (of this deed) appears to pass final title of Tracts 18 and 19 awarded to Helena Littlejohn but sold to Frederick A. Hihn JULY 24, 1860 in a conditional deed. It will be remembered that Hihn agreed to pay the Littlejohns \$10,000 (\$140,000) for Helena's 2/27th remaining claim to land in the Augmentation if she were to retain this ownership claim, plus Hihn agreed to pay their court costs regardless of whether they won or lost the claim. Because Helena retained her 2/27th undivided part claim, this deed passed title to the two tracts to Frederick A. Hihn. The amount of money that passed from Hihn to the Littlejohns when they signed was \$175 (\$2,450).

NOVEMBER 3, 1864- AGREEMENT

In this Agreement between FREDERICK A. HIHN and GEORGE H. KIRBY, Hihn agrees to sell to Kirby 20 acres of land in the far southwest corner of his Tract 3.....where Bates Creek maeges and joins with the Soquel River. In the agreement it is stated that if such 20 acres should not include the little orchard next to the small house built by Kirby, then the land shall be located further north so as to include the whole of the orchard, but if such a change is necessary, the amount of the land hereby to be conveyed shall not exceed 20 acres.

Frederick A. Hihn further stated that the redwood timber growing on the 20 acres, Kirby has the right to cut down

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sufficient timber to build the fences to enclose the land, but that this right will expire in six months after the following deed is signed.

George Kirby agreed to have the land surveyed in order to leave the present traveled road towards the Joel Bates mill open for travel until a new road is constructed during the coming winter on the northeast boundries of the land and that he hereby delivers the possession of all the lands on which he is now in possession of on the Soquel and Soquel Augmentation Rancho, outside of the land hereby agreed to be conveyed, to Frederick A. Hihn, allowing the latter to enter into possession of the same, and that the final partitioning in the case of HIHN versus PECK et als in the 3rd District Court shall be final and no appeal shall be taken therefrom and that by the deed of Nicanor Lajeunesse and her husband Francisco to Frederick A. Hihn dated JULY 24, 1860 given in evidence in the above case, said Hihn becomes the owner of 1/9th of the Augmentation and that all former deed for the said land by Nicanor and Francisco Lajeunesse to Thomas W. Wright, Peter Tracy and Montgomery B. Shackelford dated SEPTEMBER 19, 1852 are void and passed no title to them and that the Statement on Appeal in said case filed by George H. Kirby SEPTEMBER 26, 1864 is hereby withdrawn.

DECEMBER 6, 1864- DEED

On this date James Taylor sells his Tract 17 (originating from his accepted 1/54th claim) to Frederick A. Hihn (the amount of money paid is not mentioned in the deed)...because Taylor's home site is on the land plus his orchard he is allowed to remain....Hihn's interest lies in the redwoods that occupy the gulch that today is called Taylor Gulch and those that line the side of the mountains between the Summit Road and Morrell Cutoff.

NOTE: James Taylor's home was located just within the boundries of Santa Clara County on the headwaters of what was called Taylor Gulch.....today the homesite would be located just to the north of the Summit Road where Morrell Cutoff and Morrell Road join that latter road.

DECEMBER 6, 1864 (Soquel Augmentation Suit)- The three referees assigned by the court to partition the Soquel Augmentation, Thomas W. Wright, John W. Towne and Gregory M. Bockius, having taken Luisa Juan to court for not paying her share of their bill totaling \$59.29 (\$830.06), received a judgement on the above date.

The judgement stated that the sum of \$59.29 in coin is now due on said judgement and also the sum of \$2.50 (\$35.00) accruing costs and is a lien on said lands awarded to her (Tracts 5 and 6). Now you, the sheriff are hereby commanded to make the said sum as aforesaid due on the judgement to satisfy the judgement of the afore mentioned real estate so set off to Luisa Juan and make return of this writ within 60 days with what you have done enclosed hereon.

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Also as part of the above judgement, the court ordered Richard Savage to pay his share of the referees bill, \$16.67 (\$233.38) and Francis R. Brady and Benjamin Cahoon Nichols their share, a total of \$29.64 (\$415.10).

DECEMBER 8, 1864 (Soquel Augmentation Suit)- On this date Frederick A. Hihn recovered in the District Court Luisa Juan's portion of his court expenses which totaled \$34.56 (\$483.84). Frederick A. Hihn will not enter his expenses into the court records until DECEMBER 8, 1866.

DECEMBER 30, 1864- DEED

In this deed, for \$1.00 in gold paid in hand (\$14.00) Frederick A. Hihn sold the 20 acres to George Kirby agreed to in the Agreement that the two entered into NOVEMBER 3, 1864.

CHAPTER 18

**IN THE
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JANUARY 13, 1865 (Soquel Augmentation Suit)- FRANCIS R. BRADY, BENJAMIN CAHOON NICHOLS, BENJAMIN F. PORTER, GEORGE KIRBY and JOEL BATES (Deceased) send notice to attorney Robert F. Peckham of their intention to file a NOTICE OF APPEAL to the State Supreme Court. When the notice was sent to Peckham, it listed his clients as Carmel and Thomas Fallon, Antonia and Henry Peck, Guadalupe and Joseph Averon and Helena and Jose Littlejohn, all defendants in the INGOLDSBY versus RICARDO JUAN et als suit. The five men filing this notice of appeal stated that they were moving for a new trial.

FEBRUARY 16, 1865 (Soquel Augmentation Suit)- The sheriff serves the judgement made by the 3rd District Court on DECEMBER 6, 1864 against Luisa Juan. Served is a lien on her Tracts 5 and 6 to persons living on the tract.

FEBRUARY 20, 1865 (Soquel Augmentation Suit)- EDWARD PORTER, BENJAMIN F. PORTER, FRANCIS R. BRADY, BENJAMIN CAHOON NICHOLS and JOEL BATES deceased serve notice of their intent to appeal and request for a new trial based on the Decree for Partition dated APRIL 23, 1863 and the final Acceptance of the Decree dated SEPTEMBER 14, 1864.

MARCH 15, 1865 (Soquel Augmentation Suit)- RICHARD SAVAGE and FRANCIS R. BRADY and his partner BENJAMIN CAHOON NICHOLS send notice to Robert F. Peckham as attorney for plaintiff Frederick A. Hihn and defendants Carmel and Thomas Fallon, Guadalupe and Joseph Averon, Helena and Jose Littlejohn plus other defendants, and to David Haslam, the Clerk of the Court and referees Thomas W. Wright, John W. Towne and Godfrey M. Bockius that they will appeal to the State Supreme Court against the judgement entered DECEMBER 6, 1864 that they pay to David Haslam the charges made by the three referees for their services in partitioning the Augmentation.....the notice is signed by John P. Stearns as attorney for the defendants.

MARCH 18, 1865 (Soquel Augmentation Suit)- RICHARD SAVAGE, FRANCIS R. BRADY and his partner BENJAMIN CAHOON NICHOLS file their UNDERTAKING of their APPEAL to the State Supreme Court. Two near identical notices were entered into the record on behalf of the three defendants by their attorneys and witnesses.

On behalf of RICHARD SAVAGE.....We John B. Stearn, a resident of the town of Santa Cruz, by occupation a carpenter and William Anthony, a resident of the town of Santa Cruz, by occupation a tinsmith, do undertake on the part of Richard Savage, that we are bound to the tune of \$400 (\$5,600) in coin that if said judgement or any part thereof, be affirmed that Savage shall pay the amount directed by the said judgement, or the part of such amount as to which the judgement shall be affirmed, if affirmed only in part, and all damages and costs which shall be awarded against Richard Savage upon the appeal, in coin not exceeding \$400 (\$5,600).

On behalf of FRANCIS BRADY and BENJAMIN NICHOLS an identical notice was signed, except John B. Arcan, a resident of the town of Santa Cruz and a carpenter by occupation signed in place of John Stearns.

NOTE: The \$400 in coin was to cover the \$16.67 that the (three) referees charged Richard Savage and the \$29.64 they charged Brady and Nichols, which was made necessary when they appealed to the State Supreme Court against the referees judgement.

APRIL 5, 1865 (Rancho Soquel and Soquel Augmentation suits)- This STIPULATION signed by FREDERICK A. HIHN and defendants GEORGE K. PORTER and AUGUSTAS NOBLE concerns the deed dated AUGUST 26, 1859 in which Frederick A. Hihn contended that he sold 1/30th part, or 45.8 acres only in Rancho Soquel to Frederick W. Macondray, while referee Charles B. Younger decreed that he sold 1/30th parts in both ranches. The stipulation also included the deed dated SEPTEMBER 13, 1864 in which Frederick W. Macondray's widow sold to Carmel Fallon the 1/30th part of the Augmentation (Tract 8) while acting as agent for her husband Thomas Fallon.

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Purpose of the stipulation was, after Augustas Noble and George K. Porter paid \$242.50 (\$3,395) in coin and Carmel Fallon paid in other valuable considerations, was to remove Augustas Noble, George K. Porter, Carmel Fallon and the heirs of Frederick W. Macondray from any liability concerning his (Hihn's) appealing the sale of his 1/30th claim in both ranches to Frederick W. Macondray.

APRIL 18, 1865 (Soquel Augmentation Suit)- CRAVEN P. HESTER and BENJAMIN FARLEY serve notice and statement concerning their APPEAL to the State Supreme Court.

Craven Hester acting as his own attorney and attorney for Benjamin Farley stated that they presented to the court an AFFIDAVIT for a new trial concerning the courts decision on the right-of-way that must be provided by others in order for those that do not have direct access to a public highway to reach such a highway on OCTOBER 8, 1864 and that on the first day of the APRIL term of 1865 the court overruled the motion for both a new trial or a rehearing of the order, therefore they are entering this Notice and Statement of Appeal.

Again District Judge Samuel B. McKee overruled the appeal of both Craven Hester and Benjamin Farley and reaffirmed his decision of the right-of-way decree.

JUNE 16, 1865- DEED

After his arrival in the county during the 1860/1861 period, Benjamin Cahoon became interested in the growing logging industry, entering into his first logging venture AUGUST 26, 1861 when he acquired in a Sheffiff's deed Richard Savage's water-powered sawmill and its supporting facilities plus 1/96th undivided part of the Augmentation. When the area was partitioned this claim became Tract 27 with its 140 acres within the mouth of Hinckley Gulch. After this purchase he decided not to open the mill, instead concentrate his business activities elsewhere.

In APRIL and MAY of 1863 he purchased from Francis R. Brady and his nephew (his, not Brady's) Benjamin Cahoon Nichols their sawmill on Soquel Creek just to the east of old Mountain School and the land between the school and the creek. Part of the purchase included the 1/54th undivided part of the Augmentation that would become Tract 26 with its 350 acres, more or less.

As 1865 approached with his 67 birthday celebration, Benjamin Cahoon decided to slow down his pace, therefore he sold most of his real estate holdings throughout the county to his daughter Lucy Ann Cahoon on the above date.

JULY 8, 1865 (Rancho Soquel Suit)- THOMAS COURTIS in his own right and as Administrator of the John Ingoldsby estate, MARY E.J. SLADE, CHARLES PLUM, HENRY H. LAWRENCE, CYRUS COE and JOHN WILSON serve notice of their intention to file a NOTICE of APPEAL to the State Supreme Court of their APPEAL filed with the 3rd District Court AUGUST 15, 1864.

signed by attorneys John Wilson and Seldon S. Wright

JULY 8, 1865 (Rancho Soquel Suit)- JAMES O. WANZER being duly sworn states that he served a copy of the above NOTICE of APPEAL to Joseph H. Skerin, Esq., at his residence in the town of Santa Cruz.

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JULY 10, 1865 (Rancho Soquel Suit)- SELDEN S. WRIGHT states that on the 10th day of JULY, 1865 that he mailed in the Post Office, in the City and County of San Francisco, a full, true and correct copy of the notice of the above defendants appeal to the Supreme Court of the State of California.

JULY 15, 1865 (Rancho Soquel Suit)- SELDEN S. WRIGHT states in an affidavit that he did mail a copy of the APPEAL to the State Supreme Court on JULY 10, 1865.

JULY 20, 1865 (Rancho Soquel Suit)- JAMES O. WANZER being duly sworn states that he served a copy of the NOTICE of APPEAL to Frederick A. Hihn by delivering the copy directly to his hand.

JULY 21, 1865 (Soquel Augmentation Suit)- THOMAS COURTIS in his own individual right and as Administrator of the deceased John Ingoldsby estate, attorney JOHN WILSON, MARY E.J. SLADE, CHARLES PLUM, HENRY H. LAWRENCE and CYRUS COE serve their NOTICE of APPEAL of the court's overruling of their motion for a new trial.

AUGUST 31, 1865- DEED

In this deed Luisa Juan passed title to her two Tracts, numbers 5 and 6 to Frederick A. Hihn. This transfer of title was brought on by her refusal to pay the three referees assigned by the court to assign areas by size and boundry to the grantees settled on earlier by Charles B. Younger. Luisa's portion of the referees bill was \$59.24 (\$829.36).

See DECEMBER 6, 1864, DECEMBER 8, 1864 and FEBRUARY 16, 1865.

SEPTEMBER 13, 1865 (Soquel Augmentation Suit)- On this date the Execution of the Referee and Plaintiff expenses are filed officially against Luisa Juansee DECEMBER 6, 1864, DECEMBER 8, 1864 and FEBRUARY 16, 1865.

OCTOBER 7, 1865

After Luisa Juan ignored several served notices and court orders to pay her portion of the referees expenses associated with partitioning the Augmentation, the court ordered the Sheriff to collect the total of her portion of the referees bill, plus the accruing costs associated with the courts attempt to collect the \$59.24 (\$829.36). Finally a lien was put on Luisa Juan's two properties in the Augmentation, Tracts 5 and 6, then on the above date the proper notice of the impending auction of the properties was printed in the Santa Cruz Sentinel.

See DECEMBER 6, 1865, DECEMBER 8, 1865, FEBRUARY 16, 1865 and deed dated AUGUST 31, 1865.

DECEMBER 1865 (Exact date unknown)

Guadalupe and her husband Joseph Averon enter into an Agreement with Stephen Frealon and his brother James Lyman Grover, James' son Dwight W. Grover and the "silent" business partners, B.G. Elsmore and James Linscott.....there is a third brother Whitney, but his name never appears on any document

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associated with the Averons' Tract 7.

The Agreement entered into between the parties concerns the stumpage rights to the redwood timber growing on the lower 500 acres of Tract 7 which was estimated to total 15-million board feet of loggable timber. When the Grovers signed the agreement only a small down payment was made with the understanding that at a later date they would pay the Averons for the logged over land a total of \$26,910 (\$376,740).

NOTE: The logging of Tract 7 by the Grovers will not be further discussed here. The complete logging history of this tract, the Grover brothers logging of the area and their logging activity over in Hinckley Gulch (Tract 27) will be aptly discussed in a future volume of this book.

DECEMBER 8, 1865- DEED

On this date the widow of Joel Bates, he had died OCTOBER 21, 1861, sold his sawmill, the first steam powered mill built within the confines of the Augmentation, all of its supporting facilities and the 330 acres that comprised his (Joel's) final award in the Augmentation, Tract 4 to James Lyman Grover. The grantors signing the deed selling the land and mill was signed by....Louis P. Bates...Rebecca Bates...Abbie Bates...Aura R. Bates...Martha B. Packer...and Charles W. Packer

NOTE: The early history of Tract 4 and its final logging by the Grovers will not be discussed here. The complete story of this tract and Tract 7 will be aptly discussed in a future volume of this book.

APRIL 10, 1866 (Soquel Augmentation Suit)- THOMAS COURTIS on his own behalf and as Administrator for John Ingoldsby, JOHN WILSON, MARY E.J. SLADE, CYRUS COE, CHARLES PLUM and HENRY LAWRENCE serve NOTICE of APPEALS and AFFIDAVITS that they, collectively, will serve notice that they will appeal the Third District Court's acceptance of referee Charles B. Younger's findings. In their appeal to the State Supreme Court attorney John Wilson claims ownership for himself and for each of his clients plus Thomas Courtis all of the Augmentation.

In the affidavits sent to Robert F. Peckham, attorney for plaintiff Frederick A. Hihn and the defendants in the INGOLDSBY versus RICARDO JUAN et als suit, he declares his intention to appeal the court's findings to the State Supreme Court.

APRIL 20, 1866- DEED

Thomas Fallon, preparing to "reap the harvest" of his Tract 8 and his wife's Tract 9 redwood timber, he purchases a total of 124 acres of land along Monterey Bay between Borregas and Tannery gulches from Richard E. Hyde.....see AGREEMENTS with the Porter cousins dated AUGUST 22, 1866.

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MAY 1, 1866 (Rancho Soquel Suit)

SEE APPENDIX E

IN THE SUPREME COURT of the STATE OF CALIFORNIA
Henry W. Peck and Maria Antonia Peck his Wife
versus John P.P. Vandenberg, and F.A. Hihn, et als

Before rendering their decision concerning the deed dated JULY 24, 1860 between Nicanor and Francisco Lajeunesse and Frederick A. Hihn versus the earlier deed dated JANUARY 21, 1854 between the same two grantors and Dr. John P.P. Vandenberg, Martina Castro Depeaux's deed dated AUGUST 29, 1850 was reviewed and then upheld as valid. As for the two deeds with the Lajeunesses' as grantors, because Hihn's deed was acknowledged properly by a Notary Public while the earlier deed with the doctor was signed before a Justice of the Peace, Hihn's deed was declared valid over the earlier one.

MAY 19, 1866- SHERIFF'S DEED

It will be remembered that on DECEMBER 6, 1864 the three referees assigned to partition the Augmentation received a judgement of \$59.29 (\$830.06) against Luisa Juan for not paying her share of their bill, then on DECEMBER 8, 1864 Frederick A. Hihn recovered in the District Court Luisa Juan's portion of his court expenses totaling \$34.56 (\$483.84). On FEBRUARY 16, 1865 the Sheriff next served a lien against Luisa's two tracts in the Augmentation Tracts 5 and 6.

On AUGUST 31, 1865 in a deed, Luisa Juan passed title to her two tracts to Frederick A. Hihn, then on SEPTEMBER 13, 1865 the Execution of the Referee and plaintiff Frederick A. Hihn's expenses are filed officially against Luisa Juan. On OCTOBER 7, 1865 notice appears in the Santa Cruz Sentinel of the impending auction of her two properties.

On the above date, MAY 19, 1866 Frederick A. Hihn was the high bidder for Luisa Juan's Tracts 5 and 6 with a high bid of \$70.76 (\$990.64). A Sheriff's deed was signed by the Sheriff giving Hihn ownership of both tracts.

NOTE: Tract 5, located within the center of Frederick A. Hihn's Valencia Tract 2 consisted of 567 acres, while Tract 6 lying in the northwest portion of the Augmentation held 442 acres, containing some of the area's prize first-growth redwoods.

AUGUST 20, 1866 (Soquel Augmentation Suit)-

IN THE SUPREME COURT of the STATE of CALIFORNIA
Frederick A. Hihn versus Henry Peck and Francis R. Brady et als

The entire transcript of this Supreme Court decision of the combined appeals of Francis R. Brady, Benjamin Cahoon Nichols, Joel Bates (deceased), Benjamin F. Porter, George Kirby and John Stearns is presented in **APPENDIX G** The major decisions rendered by the high court that warrant discussion here are as follows.....

- The complaint made by several defendants that Frederick A. Hihn's ownership

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claim should be no more than 1/27th part of the Augmentation is rejected.

- Frederick A. Hihn's deeds with Helena and Jose Littlejohn, Luisa and Ricardo Juan and Nicanor and Francisco Lajeunesse were upheld and declared valid in favor of the grantee (Hihn).
- Frederick A. Hihn's deed with John Hames and Pruitt Sinclair in which the latter claimed 3/54th parts of the Augmentation, dated SEPTEMBER 29, 1859, that was declared void due to an error made by the Sheriff was upheld, it was declared invalid on the part of Frederick A. Hihn.

AUGUST 22, 1866- Agreement

Agreement between Benjamin F. Porter and Thomas Fallon....for a discussion of this agreement see next entry.....

AUGUST 22, 1866- Agreement

Agreement between Benjamin F. and George K. Porter and Thomas Fallon.....

In this agreement and the preceding one, the Porter cousins gave Thomas permission to cross their lands in Rancho Soquel from the County Road (today Soquel Drive) from a point just to the west of Borregas Gulch with a 40 foot wide wagon road until Monterey Bay was reached. After the bay came into sight Thomas could continue along the bay until he reached the 124 acres just purchased from Richard E. Hyde.

Also a clause was added that Thomas was allowed to widen his road to 60 feet in order to handle a railroad and the necessary spur lines if, and when a railroad between Watsonville and Santa Cruz was operational.

In return, Thomas Fallon agreed to continue the road from the vicinity of today's Cabrillo College across Rancho Aptos until his Tract 8 was reached, then across his tract until his wife's Tract 9 was reached.....actually Thomas utilized the County Road heading towards Aptos until the vicinity of today's Public Library is reached, then leave the road here and head north along Aptos Creek.

Thomas agreed to also build the road to a width of not less than 40 feet over its entire length, from the County Road until Tract 9 was reached far up along Aptos Creek. He also agreed to maintain the road in such a condition that it could be used by heavy wagons for the hauling of lumber from the forest to market. Thomas also allowed the Porter cousins to use the road free of charge.

This road and the sawmill that the Porters' built along it route within the confines of Thomas Fallon's Tract 8 will be discussed further in a future volume of this book.

IN THE SUPREME COURT
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DECEMBER 8, 1866 (Soquel Augmentation Suit)- FREDERICK A. HIHN's BILL FOR HIS COURT EXPENSES.....

Now comes the parties to this cause and the plaintiff Frederick A. Hihn moving on this first day of this term and filed a memoranda of his clients and their disbursements amounting to the sum of \$929.32 (\$13,010.48) paid out and expanded in gold and silver coin of the United States.....

It is further ordered, adjudged and decreed that the plaintiff Frederick A. Hihn's portion thereof is the sum of \$129.41 (\$1,811.74). And that he shall recover of the defendants in gold and silver coin the remainder of said sum of \$799.91 as follows, to wit.....

ANTONIA PECK	\$103.68 (\$1,451.52)
HENRY W. PECK	\$69.12 (\$967.68)
CRAVEN P. HESTER	\$15.00 (\$210.00)
BENJAMIN FARLEY	\$15.00 (\$210.00)
CARMEL FALLON	\$103.68 (\$1,451.52)
HELENA LITTLEJOHN	\$69.12 (\$967.68)
LUISA JUAN	\$34.56 (\$483.82)
JOHN DAUBENBISS	\$51.84 (\$721.84)
CASIMERO & DARIO AMAYO	\$34.56 (\$483.84)
LYMAN BURRELL	\$34.56 (\$483.84)
LUTHER FARNHAM as Administrator of the estate of JOEL BATES	\$34.56 (\$483.84)
FRANCIS BRADY & BENJAMIN NICHOLS	\$17.28 (\$241.92)
RICHARD SAVAGE	\$9.72 (\$136.08)
ROGER HINCKLEY & JOHN SHELBY	\$25.92 (\$362.88)
JAMES TAYLOR	\$17.28 (\$241.92)
GEORGE K. PORTER	\$24.19 (\$338.66)
JAMES OTIS & WILLIAM MACONDRAY as Executors of the last will and testament of FREDERICK W. MACONDRAY	\$31.10 (\$435.40)
AUGUSTAS NOBLE	\$4.96 (\$69.44)

DECEMBER 17, 1866 (Rancho Soquel Suit)-

SEE APPENDIX F

IN THE SUPREME COURT of the STATE of CALIFORNIA
Henry W. Peck versus Thomas Curtis et als

This appeal made to the State Supreme Court by Thomas Curtis, John Wilson and several of the defendants, all grantees through the Reverend John Ingoldsby was dismissed by the upper court for several reasons.....but in the words of Justice J. Sawyer.....it follows that the appeal was not in time, and this court has no jurisdiction to entertain it.....ordered that the several appeals be dismissed.

DECEMBER 19, 1866 (Soquel Augmentation Suit)-

SEE APPENDIX G

IN THE SUPREME COURT of the STATE of CALIFORNIA
Frederick A. Hihn versus Thomas Curtis et als

This appeal made to the State Supreme Court by Thomas Curtis, John Wilson and several of the defendants, all grantees through the Reverend John Ingoldsby was also dismissed, but not before decreeing that Martina Castro Depeaux's deed of AUGUST 29, 1850 was valid based on the earlier INGOLDSBY versus RICARDO JUAN su suit decision.....not because this court agreed with the earlier decision, which they stated may have been incorrect, but because of the number of persons that have since purchased land based on this earlier decision....."to overturn the former adjudication under such circumstances because a majority of the present court might arrive at a different conclusion from that attained by their predecessors.....men equally well qualified to discern and equally conscientious in the pursuit of the right, would be to trifle with the rights

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of litigants and bring merited obloquy upon the administration of the justices." Also, based on the Henry W. Peck versus Thomas Curtis et als decision, the charges that the petition for a rehearing were not improperly dismissed, therefore there is no ground for a rehearing being shown, the application is denied

APRIL 1, 1867 (Rancho Soquel and Soquel Augmentation Suits)-

IN THE SUPREME COURT of the STATE of CALIFORNIA
Frederick A. Hihn versus Thomas Curtis et als
Henry W. Peck versus Thomas Curtis et als

On the above date W.D. Harriman, Clerk (for the State Supreme Court) filed for the record the court's decision for both appeals by Thomas Curtis et als.

APRIL 10, 1867- DEED

In this deed Henry W. Peck sold for \$7,500 (\$105,000) his claim to Lot A (83.245 acres), Lot B (16.775 acres) and Lot C (35.348 acres), all in Rancho Soquel totaling 135.368 acres and Tract 16 totaling about 2,300 acres in the Augmentation to attorney Benjamin F. Bayley. When Charles B. Younger established percentage ownership in the two ranches in late 1861 these areas just sold to Bayley by Henry Peck evolved from his 1/9th claim in Rancho Soquel and 2/27th parts in the Augmentation which Henry and Antonia sold to Frederick A. Hihn APRIL 21, 1862.

APRIL 10, 1867- DEED

In this deed Henry and Antonia Peck sold for \$5,000 (\$70,000) Antonia's claim to Lot D (134.687 acres), Lot E (112 acres) and Lot F (70 acres), all in Rancho Soquel totaling 316.687 and Tract 10 (1,063 acres) and Tract 11 (about 3,300 acres), both in the Augmentation to attorney Benjamin F. Bayley. When Charles B. Younger established percentage ownership in the two ranches in late 1861 these areas just sold to Bayley by Henry and Antonia evolved from Antonia's 1/9th claim in Rancho Soquel and her 1/9th claim in the Augmentation which they had sold to Frederick A. Hihn APRIL 21, 1862.

APRIL 13, 1867- EVICTION NOTICE SERVED

Benjamin F. Bayley is served an eviction notice by Frederick A. Hihn and several additional persons referred to as John Doe(s). The notice lists the three lots in Rancho Soquel and Tract 16 in the Augmentation, ordering Bayley to abandon the areas to Frederick A. Hihn and his grantees.

APRIL 18, 1867- DEED

In this deed Benjamin F. Bayley deeds Lots D, E and F and Tracts 10 and 11 back to Antonia, stating that from all indications, her, and her husband's deed with Frederick A. Hihn dated APRIL 21, 1862 was final and only a law suit would render it void.

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APRIL 18, 1867- AGREEMENT

Benjamin F. Bayley, after returning her three lots in Rancho Soquel and two tracts in the Augmentation to her in the preceeding deed, he agrees to represent her against the evistion notice about to be served by Frederick A. Hihn and her suit against Hihn to overturn the APRIL 21, 1862 deed.

APRIL 18, 1867- EVICTION NOTICE SERVED

Antonia Peck is served an eviction notice by Frederick A. Hihn and several additional persons referred to as John Doe and including Charles H. Ryder. The notice lists the three lots in Rancho Soquel and tracts 10 and 11 in the Augmentat-ion, ordering Antonia to abandon the areas to Frederick A. Hihn and his grantees.

APRIL 20, 1867 (Rancho Soquel and Augmentation Suits)

BENJAMIN F. BAYLEY versus
FREDERICK A. HIHN et als

In his suit against Frederick A. Hihn and the John Does, Benajmin F. Bayley alleged simply that he was the owner of Lots "A", "B" and "C" in Rancho Soquel and Tract 16 in the Augmentation through his deed with Henry W. Peck APRIL 10, 1867.

Frederick A. Hihn on his own behalf, and behalf of his grantees answered Bayley's suit by stating that on APRIL 21, 1862 Henry W. and his wife Antonia Peck sold their remaining claim to land in both ranches to him. Proof of whether or not the latter deed was legitimate and would be accepted as final by the court was being tried in the following suit.....

ANTONIA PECK versus
FREDERICK A. HIHN et als

In her suit against Frederick A. Hihn and the John Does and Charles H. Ryder, Antonia Peck with Benjamin F. Bayley as her attorney, attempted to have the deed with Frederick A. Hihn dated APRIL 21, 1862 declared a fraudulent paper. Antonia will testify that when she signed the deed in her home, being unable to read English or understand it when spoken to when it concerned technical subjects such as the sale of land, that neither her husband, Frederick A. Hihn, his attorney Robert F. Peckham or the notary public there to take her acknowledgment explained the deed to her properly.

Henry Peck, her husband when testifying on her behalf would fall into moments of memory loss concerning his agreements with Frederick A. Hihn.....as an example Henry would testify that when he and his wife signed the deed with Hihn he had completely forgotten the deed in which Hihn passed title to 1/18th undivided part of the Augmentation JULY 24, 1860.....he also testified during the present suit that he could not recall the deed.

SEPTEMBER 26, 1868 (Rancho Soquel and Augmentation Suits)

BENJAMIN F. BAYLEY versus
FREDERICK A. HIHN et als

and

ANTONIA PECK versus
FREDERICK A. HIHN et als

In both of the above suits, tried without a jury, District Judge Samuel B. McKee found in favor of the defendant Frederick A. Hihn and the John Does, declaring

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the deed dated APRIL 21, 1862 as a legal paper in which both Henry W. Peck and Maria Antonia Peck passed full title to all of the remaining claim to land in both Rancho Soquel and in the Augmentation, which, after final partitioning became Lots "A", "B", "C", "D", "E" and "F" in the former area and Tracts 10, 11 and 16 in the latter.

MARCH 19, 1869 (Rancho Soquel and the Augmentation Suits)- JUDGEMENT ROLL BY DISTRICT JUDGE SAMUEL B. MCKEE.....on this date District Judge Samuel B. McKee entered into the court records the final decision in the Bayley and Antonia Peck versus Frederick A. Hihn et als suits reached SEPTEMBER 26, 1868.

FEBRUARY 14, 1872- AGREEMENT & DEED

On this date Frederick A. Hihn and James Taylor enter into an agreement in which Hihn allows Taylor to remain on the land that was once his....he sold his Tract 17 to Hihn on December 6, 1864....if Taylor lives within the restrictions listed in the agreement. Taylor is allowed to remain in his home and cultivate the 41 acres that his orchard occupies.

In the deed, signed on the same day, Frederick A. Hihn deeds back to James Taylor the 41 acres that his home and orchard occupy within the confines of Tract 17. Taylor paid Hihn a total of \$241 (\$3,374) for the 41 acres.

FEBRUARY 3, 1877

Judge Belden in San Jose made the formal decree concerning Thomas and Carmel Fallons divorce. Carmel received \$30,000 (\$420,000) in gold, their home in San Francisco at 3rd and Minnie, the home in Santa Cruz and Tract 9 in the Augmentation. All else is confirmed to Thomas as separate property including his Tract 8 in the Augmentation.

Not only will this divorce have far reaching effects concerning the future of the Aptos area, but it would end the logging activity of the Porter cousins, Benjamin F. and George K., within the confines of Tract 8 as well as the production of splitstuff produced elsewhere on the tract and within Carmel's Tract 9. It is probably after the divorce that Thomas's wagon road ceased to be used for the purpose that it was extended for from the County Road (today Soquel Drive in Aptos) into both tracts.

NOVEMBER 28, 1877- DEED

On this date the heirs of Roger G. Hinckley and his son-in-law John Lafayette Shelby sold Tract 25 with its approximately 800 acres to Frederick A. Hihn. When Hihn purchased the tract he was in the process of forming his Soquel Water Company. While he was interested in the remaining standing redwoods north of Hinckley Gulch, his main interest was in acquiring the tract's water rights.

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JUNE 16, 1881- AGREEMENT

After her divorce Carmel Fallon began looking for a buyer of her Tract 9 in the Augmentation.....taxes had to be paid.....and the production of income producing split-stuff had ended several years earlier. On the above date the first recorded meeting occurred between Carmel and the Watsonville Mill & Lumber Company and their two backers, John T. Porter and William P. Dougherty. Meeting in the recorders office in San Francisco was Carmel, her attorney, the aforementioned men and two directors of the Watsonville company, Alvin Sanborn and John B. Brown. Also there was a J.R. Whitney to loan the four men \$10,000 (\$140,000), which they will agree to pay back in full by JUNE 1, 1885.

Carmel is in the recorders office to sell the rights to her standing timber (called stumpage rights) to the Watsonville Mill & Lumber Company.....in the following agreement she is the "Party of the First Part", Sanborn, Brown, Porter and Dougherty are the "Parties of the Second Part" while Whitney is the "Party of the Third Part." The parties of the second part agree to the following conditions.....

- The four men agree to pay Carmel \$60,000 (\$840,000) plus interest in five payments.....\$5,000 (\$70,000) upon signing the agreement, \$10,000 (\$140,000) on or before the 1st of JANUARY, 1883.....then the balance of \$45,000 (\$639,000) in three equal payments on the 1st of JANUARY of 1884, 1885 and 1886.
- The four men also agree to take immediate possession of her property and build roads over and through her Tract 9 plus a sawmill or mills for the purpose of manufacturing lumber.
- They also agree to "denude" not less, or more than 1,000 acres each year (through 1886). If they end up logging more than 1,000 acres in a year's time before the next payment was due the next due payment must be made immediately plus the total amount of interest due for the entire period. Maintaining the agreed upon schedule is of prime importance to Carmel for reasons that only she knows. If this agreement is not met, then none of the other agreements can be met satisfactorily.
- Carmel agreed to pay the current taxes while the parties of the second part agree to pay all future taxes due over the period of the agreement.
- Carmel retained the right to enter the property and immediately expel them if any of the preceeding stipulations were not met on time.

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- The four parties of the second part also allow Carmel to enter the property unannounced at any time of her choosing to inspect the lands in order to make sure that the denuding of the land was not progressing at a faster rate than the agreed upon schedule would allow.
- When all of her 6,845 acres are completely denuded by the end of 1886 (according to the agreed upon schedule) the land will revert back to Carmel.

JANUARY 14, 1884- DEED

On the above date an ailing Thomas Fallon sold his Tract 8 in the Augmentation with its 1,100 acres to Timothy Hopkins, who at the time was acting as agent for his stepmother Mary Francis Sherwood Hopkins, the supposed widow of Mark Hopkins.

Until Mary's death in 1891 Timothy was agent for his mother, investing her money mostly in property throughout Santa Cruz County.

Included in the sale of Tract 8 was 383 acres of land that Thomas Fallon owned along the east side of the Soquel Augmentation just to the north of Buzzard Lagoon.

FEBRUARY 21, 1884- DEED

When Timothy Hopkins purchased Tract 8 and the land within the vicinity of Buzzard Lagoon, as previously discussed, it was an investment for his stepmother. On the above date Timothy passed title to the two areas to Mary Francis Sherwood Hopkins

MAY 26, 1886- DEED

A.C. Bassett, Supertintendent for Southern Pacific Railroad Company's Coast Division sold to Mary Francis Sherwood Hopkins the 61 acres along the east side of the Soquel Augmentation that contained the small body of water known as "Buzzard Lagoon." With the purchase of this 61 acres and the previous 383 acres just to the north earlier, this is the total amount of land along the Augmentation's east side that will become part of the Forest of Nisene Marks State Park in 1965.

CHAPTER 19

MARY
ELIZABETH
PECK

VERSUS

FREDERICK A.
HIHN

ET. ALS.

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MARY ELIZABETH PECK versus
FREDERICK A. HIHN et als

BACKGROUND

It seems, according to Carrie Lodge's interview made in (about) 1965, that Mary Elizabeth Peck, the second oldest daughter of Antonia and Henry Peck had been for years carrying both a resentment and deep feeling hatred of Frederick A. Hihn. When Carrie was interviewed she stated that Mary's mother Antonia was willing to forget the past rather than "open old wounds," but not Mary. She decided for the benefit of her mother, for the benefit of the remaining children of her grandmother, Martina Castro, and for herself, that she would apply to the court for Letters of Administration of Martina's formerly owned lands. While her mother, Martina's remaining children and she, herself would benefit if she were successful in acquiring the Letters, it is obvious that her main purpose was to "get back" at Frederick A. Hihn, for both the deed that her parents signed APRIL 21, 1862 and her mother's failure to have the deed overturned in 1867/1868.

Whether the testimony given by both the plaintiff (Antonia) or the defendant (Frederick A. Hihn) during the 1867/1868 trial was truthful.....by either party.....is not of importance at this time. The important fact to clearly understand is that Elizabeth was attempting to "get" Frederick A. Hihn through her attempt to become the Administrator of her grandmother's former estate. To back the previous statement, a newspaper article is quoted here concerning the State's Supreme Court decision to uphold the lower court's decision to turn down Elizabeth's request for her Letters of Administration.....to quote the article.....

"The Supreme Court this week has handed down a decision which practically confirms the rights of the ranchers on the Soquel and Soquel Augmentation grants who acquired their titles through Frederick A. Hihn or by subsequent purchase.

Several hundred of these holders have been much disturbed during the past year by a suit brought by the Depeaux heirs to set aside the original conveyances, made forty years ago on the grounds that the grantor was insane or of unsound mind.

Although the suit is mainly directed against Frederick A. Hihn and the F.A. HIHN Company, yet all the present owners of the subdivided portions of the grant have been made defendants in the suit and most of them have made subscriptions towards attorney fees.

The case in point to which reference is made would seem to fully settle all doubts as to the disturbance of these secondary owners, and is a strong precedent in favor of finally establishing the Frederick A. Hihn title....."

MARY ELIZABETH PECK versus
FREDERICK A. HIHN et als

In 1895 Elizabeth Peck hired attorneys J.F. Utter, J.J. Scrivner and A.H. Cohen while representing the 600 plus contestants lead by Frederick A. Hihn were Charles B. Younger and his associates Jetter and Makinney. The only documents that I have found to date of the trial in the lower court were several pages (about 25 in all) taken by Charles B. Younger during the trial. The notes were found at the University of California Bancroft Library in Berkeley.

According to Younger's notes, Elizabeth first planned to establish an estate of her deceased grandmother, Martina..... this suit had to be brought to court within five (5) years of Martina's death, DECEMBER 14, 1890.....which involved tracing and establishing the whereabouts of as many of Martina's personal items that were in her possession when she died. Once the estate was established, included would be the lands that she formerly owned, than after the court gave her her Letters of Administration eviction notices would be served on every person presently owning, claiming land or living on, or within Rancho Soquel, the Soquel Augmentation and 1/13th of Rancho San Andres.

After the preceeding effort was begun, next it would be proved that the deed signed by Martina Castro Depeaux AUGUST 29, 1850 was fraudulent. This would be proven by producing the original copy of the Article of Agreement signed AUGUST 28, 1850 (Elizabeth presumedly had the original in her possession). After Martina's deed was accepted as a fraudulent paper, through testimony given by Martina's remaining children, it would be proven that she was unsound of mind when she signed the two deeds with the Catholic priests on JANUARY 22, 1855, which would rended these deeds void.

If Elizabeth proved that Martina's deed of AUGUST 29, 1850 was fraudulent and the Article of Agreement signed the day before reflected her true wishes, and that Martina was either insane or unsound of mind when she signed the two deeds with the Catholic priests, then the only title that her mother and father had to pass on to Frederick A. Hihn APRIL 21, 1862 was a small portion of Rancho Soquel. While there was much more to the plot then what was discussed in the preceeding discussion, it will serve to outline Elizabeth's and her attorneys plans.

STATEMENT of the SUIT

Martina Castro Depeaux, generally known as Martina Castro, died on DECEMBER 14, 1890, at Soquel, in the County of Santa Cruz, of which county she was a resident at the time of her death. On MAY 19, 1896, petitioner, M. Elizabeth Peck, filed her petition praying for Letters of Administration.

On AUGUST 29, 1850, Martina Castro Depeaux owned the Soquel and Soquel Augmentation ranchos in said county, and on that day she conveyed 8/9ths thereof to her eight children in consideration of love and affection and the sum of five dollars (\$70); her husband concurred in the deed.

On OCTOBER 31, 1853, in consideration of \$500 (\$7,000), Martina Castro Depeaux

MARY ELIZABETH PECK versus
FREDERICK A. HIHN et als

and her husband conveyed their interest in the San Andres Ranch to Jane Smith. On JANUARY 22, 1855, the same grantors conveyed the balance of their interest in the Soquel and Soquel Augmentation ranches, in consideration of \$2,500 (\$35,000) to John Ingoldsby et al.

These several conveyances were duly acknowledged by Mrs. Depeaux upon her examination, had separate and apart from and without the hearing of her husband, and were duly recorded in the office of the County Recorder of said County. That at the time of the said several conveyances the grantees entered into the possession of the land so conveyed, and they and their grantees ever since have been and yet are in open, notorious, continuous and adverse possession of the land so conveyed, and have made useful, permanent and valuable improvements thereon of the value of more than \$1,000,000 (\$14,000,000). Said several ranches have been duly partitioned among the respective owners, by the judgment of the District Court, of said county.....the Soquel and Soquel Augmentation ranches in 1864 and the San Andres ranch in 1873. The land so conveyed has been annually assessed by the County Assessor to the grantees in said several deeds and to their successors in interest, for State and County, School and other taxes thereon paid.

No property has been assessed to Martina Castro Depeaux since 1855, nor has she been in possession of any part of said ranches since 1855. The land described in several deeds is in the possession of more than 600 persons, who claim to own the same.

On FEBRUARY 15, 1852, Martina Castro Depeaux and her husband, Louis Depeaux, leased to Jervis Hammond certain interests in the Soquel ranch and certain personal property, for the term of five years, at the rate of \$1,500 (\$21,000) for the first year and \$2,500 (\$35,000) per year for the last four years, rent payable on the first day of January.

This lease was duly acknowledged and on the same day, at the request of Martina Castro, filed for record.

TRIAL TESTIMONY NOTED by Charles B. Younger

The portion of Charles B. Younger's notes concerning Elizabeth and her attorneys attempts to establish an estate comprised of her personal affects in her possession when she died (Martina Castro Depeaux) will not be included here, only the testimony notes taken during Miguel Lodge and several of Martina's daughters, plus several of the contestants testimony.

MIGUEL ANTONIO LODGE

Miguel Lodge.....son of Martina Depeaux.....she started to go to Mexico about 1854 or 1855. I went with her and we went to the Sandwich Islands. Depeaux beat her in the Islands and I jumped on him and from the effects of this he sent us back by the Yankee Barker to San Francisco. She stayed in San Francisco two weeks and Ingoldsby came to her and made her sign a paper. She got a little better afterwards but never got well.

CROSS EXAMINATION (by Charles B. Younger).....I am 58 years old. I had seen crazy people, Mr. (.....) for one. My mother went to San Francisco, two weeks before I did. We were there about two weeks before sailing for the Islands. Fare at that time was \$50 (\$700). I don't know what time it was that we sailed only just know that the grass was just beginning to come up green. She was so short. She didnt come when called (?). She weighed about 200. We were 21 days going over. We sailed by D. Levertt. We stayed on the Hilman Ranch in the Islands. Captain Warren commanded the ship we sailed to the Islands in. We stayed in L.....Island two months and at the Ranch about three months. The natives would visit her, and they all liked her. She took seven (.....) with her.

I saw Father Ingoldsby ask my mother to sign a paper.....and I don't know what it was about. Sold furniture in the Islands.....best we left (it) there.

MARY ELIZABETH PECK versus
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Mrs. Helena Littlejohn.....I was married in 1852.....Mrs. Averon was married in 1854.....I am 60 years old.

MIGUEL ANTONIO LODGE (Second Interview)

I reside in Santa Cruz County. I remember that my mother wanted in 1854 or 1855 to go to Mexico and then changed to (the) Sandwich Islands. I went with her and returned with her from the Islands. They went two weeks before I left here, determining to go to Mexico. She made (the) change to go to the Islands. I went to her room, she said the captain was a pirate and a murder. She said they were going to kill her. When we got to the Islands she began to feel unsteady and she began to hit at things. She used language that I did not understand.

Then we moved to the Hilman Ranch. She saw witches, then she would be calm for a while. I struck Depeaux and I (.....) then he shipped us back to San Francisco. I had to watch her on the trip. The watch sang out a woman overboard, we stopped the ship and she was picked up and brought aboard.

After we got to San Francisco Father Ingoldsby came by and gave her a paper and made her sign it. She was out of her mind completely. I stopped at Redwood City and my mother came on home. She got a little better but not much. She saw witches all the time when I saw her. She had a club to whip the devil or spirits.

Mrs. Fallon was not with us in San Francisco before I went to the Islands. After Mrs. Averon's marriage this is when I went to the Islands. I was here at her marriage.

The furniture was sold to the bishop. Depeaux got the money. I did not see Father Ingoldsby after I left my mother at Redwood City.

MARIA HELENA LITTLEJOHN

I was married in 1852. Mrs Averon was married in 1854. My mother left for the Islands as soon as Mrs. Averon was married. I said my mother after the marriage of Mrs. (.....). She would say one thing and then say another thing. They told my husband to be at one place and then told him to be at another.

I was here in Santa Cruz when my mother went to the Islands. She went to the Islands in 1854. Before they went to the Islands, they sent me to build a (.....) and then sent us to another place and then to another.

After my mother came from the Islands I saw her first at my house. She was out of her mind. She pounded the roof. She said she was pounding the (.....) devils. I could not see anything but the roof and the boards.

The she came to Mrs. Ricardo, then to Mrs. Peck in the (.....) orchard here; then to Mrs. Majors; then she went to San Francisco. I next saw her in the asylum at Stockton. I had to tell a lie to find her. She was off her mind entirely.

When I found my mother she was off her mind, she was sick in her head. My mother said there was a man who had hit her over the head with a cane.

I asked my mother to come away with me and my husband and I went (to) them and brought here to my house. Her condition was just the same until her death. When I found my mother she was not working as a servant for any one.

MARIA ANTONIA PECK

I am 60 years old, I never (.....) my sister after her marriage. She went to San Jose to live (this would be Carmel married to Thomas Fallon). My mother.....we left Stockton on the same day on which we arrived there. She knew us, asking us to take her along with us. She did not speak English.

MARIA LUISA JUAN

When I saw my mother at Stockton, she had on a skirt, no shoes, no stockings

MARY ELIZABETH PECK versus
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and a shawl over her head and face. Her skirt came to her ankles. I went to (.....) to get my mother. I did not (.....) at the (.....) place because Dr. (.....) would not allow it. I saw her in 1856 after she came back.

PARTITIONER RESTS

BENJAMIN F. PORTER (Contestant)

I knew Martina Castro Depeaux since 1854 until she left. I saw her frequently, I met her and communicated with her. I lived near her. I met her once or twice a month in 1854. She rented me some of her lands. Her manner was (the) same as anybody else. She appeared to be a little above the average in intelligence. She was engaged in ordinary household duties. She was then married.

FREDERICK A. HIHN (Contestant)

I met the deceased first in the early part of 1852 or 1851. My acquaintance continued with her until she left about 1855. I had a store on the lower part of the grant and she came to me to trade (often). I called at her residence in Soquel. I passed her frequently. There was a proposition from her and her husband for me to move my store to Soquel. Sometimes I saw her twice a week, sometimes once in two months. I have an opinion as to her mental sanity, she was the same, she attended to her business as intelligently as anyone. She made her purchases, spoke about (local things) conveyed land to her children. She pointed where she wanted me to put the store.

ISAAC FLEISIG (Contestant)

I knew the deceased for 16 years before her death. I did not (.....) to her. I talked with her frequently, selling her then some goods for her. She would say (.....) and take her goods to her kitchen.

JOSE JOAQUIN CASTRO DEPOSITION
JUNE 6, 1896

On the above date Jose Joaquin Castro, the unaccounted for fifteenth (15th) child of Jose Joaquin Castro Senior and Martina's youngest brother made a deposition on behalf of his cousin, Mary Elizabeth Peck in her attempt to be awarded by the court Special Letters of Adminsitration of Martina's estate. The deposition was taken in the office of Notary Public W.R. Pyle, with attorney J.F. Utter representing Elizabeth Peck and attorney Charles B. Younger representing the Frederick A. Hihn Company and the other defendants.

Jose stated that his age was (about) 78, he was born in California and had lived in the state his entire life. When he was asked who his sister Martina Castro had married, he answered first to Jose Maria Cota, then to Miguel Lodge, and the third time to Louis Depeaux. When asked by attorney J.F. Utter if his sister was ever injured in any way, he answered.....yes.

During the entire deposition, which totals 51 pages of testimony, Jose "fought" both the plaintiff's and the defense's attorneys questions..... many times refusing to answer questions, claiming to be either tired or sick. Also, because of his lack of education and inability to remember dates and details of events, his entire deposition must be carefully read and analyzed in order to arrive at the following story (in his words).....

Jose Joaquin continued by stating that before she and her husband Michael Lodge left for the gold fields Martina fell from a fence, hurting her shoulder and head, also injuring her ribs and hip. It seems, from Jose's testimony that she fell on to some "sticks" (redwood posts) that were on the ground where she fell. When asked if she became insensible at the time she fell, Jose answered...yes. "She was unconscious all the time she was with him (Michael her husband)..... an arguement at this point begins between the attorneys concerning the use of the word insensible versus unconscious concerning the state of Martina after the fall.

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When Jose was asked how long she was unconscious he answered (possibly) two hours, (possibly) one hour. When he was next asked.....what was the condition of her mind both before and after the fall.....he answered.....

Before the fall, frequently she was out of her mind when talking, and afterwards she was sick of the head. Her head was sore, she was out of her head. She would talk about anything that came along out of her mouth. She would talk about spirits, about the sun, moon, and witches. She was always speaking of things that were not natural.

When asked how long did she continue in the previously mentioned condition of her mind, Jose answered.....the first and second husband it was the same thing. When asked if the condition continued after her third marriage, Jose answered.....she was in the same state of mind. When asked how long did she continue in this state, Jose answered.....she was always out of her mind from the first husband down to the third.....when asked what was the state of her mind after she married her third husband.....Jose answered she was bad, always.

It is interesting to note that this deposition is not mentioned by either the plaintiff and defense.....

MARTINA CASTRO's COMPETENCY SUMMATION by Charles B. Younger

After the hearing adjourned in which the above gave testimony, on JULY 3, 1896 Charles B. Younger presented the following summation.....

Martina Castro Depeaux, at the time of her several deeds read in evidence, was competent to execute the same. It is claimed by petitioner that Martina was of unsound mind at the time of the execution of these several conveyances by her, but it is not claimed that she was entirely without understanding.

A conveyance or other contract of a person of unsound mind, but not entirely without understanding, made before his incapacity has been judicially determined, is valid.

The grantors could not have received the property conveyed, or have quieted their title thereto, without a rescission (the act of rescinding) of the conveyances, and to have rescinded they must have acted promptly.

And they must have restored or offered to restore everything of value which they had received under the conveyances.

The conveyances, even if voluntary, were good between the parties thereto and against the heirs of Martina Castro.

A consent which is not free is nevertheless not absolutely void, but may be rescinded by the parties in the manner prescribed by the chapter on rescission.

The court must take into consideration the conduct of Martina Castro during her lifetime subsequent to these conveyances, and that she never set up any claim to the property or made any demand upon the parties occupying the same to deliver the possession thereof to her, or paid the taxes thereon, nor did any other act asserting ownership over the property.

The conveyances of Mrs. Depeaux recite a consideration and are presumptive evidence of the payment of such consideration.

From and including the date of the conveyance of Martina Castro Depeaux to her children on AUGUST 29, 1850, to and including the date of her conveyances to John Ingoldsby et al (JANUARY 22, 1855), there was nothing in her conduct indicating that she was unsound of mind. During all that time until she went to San Francisco in JANUARY, 1855, she lived at her residence on the Soquel Ranch and tended to business. Her conduct in relation to the purchase of a bedroom set, about twelve years before the hearing herein mentioned by the petitioner, proves that she was competent to transact business. At the time she was visiting at the home of her daughter, Antonia Peck in Santa Cruz. The mother of the petitioner, Mrs. Depeaux, gave her daughter, Mrs. Averon \$20

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(\$28)) to make this purchase. Mrs. Guadalupe Averon bought an ash set from Staffler's for \$35 (\$490), and had it sent to Mrs. Antonia Peck's house. On arrival there (Martina) examined it and said it was too common.

NOTE: The preceding transaction concerning the bedroom set occurred about 1883.

Martina attended to her household duties and continued to live on the Soquel Ranch until she left with the intention to go to Mexico. Her son Miguel lived with her during that time, and worked part of the time for other people. He brought the money he earned to his mother, who provided for him. She married off her daughter, Maria Antonia to Henry W. Peck, her other daughter, Maria Helena to Jose David Littlejohn in 1851, and her youngest daughter, Maria Guadalupe to Joseph Averon in 1854. She bought the necessary supplies for her household and negotiated with Frederick A. Hihn to induce him to move his store to the Soquel Rancho, and for that purpose offered to furnish him with a part of the land which she then occupied on said rancho. She invited Hihn to visit at her residence and entertained him there.

Benjamin F. Porter knew Mrs. Martina Castro Depeaux in 1854 and 1855. He met her at her residence several times, and at other places, and he testified that she was in the habit of attending to business. Frederick A. Hihn became acquainted with Martina in the latter part of 1851 or the early part of 1852. He then kept a store in Santa Cruz; he frequently met and conversed with her, and she was in the habit of trading with him at his store from the time he first knew her until she left the Soquel Rancho and went to San Francisco, and during all this time she was perfectly sane, and his reason for thinking so was that she transacted her business in an intelligent manner and acted as sane people ordinarily do.

She left the ranch with the intention of going to the City of Mexico on business, and while in the city she changed her mind and took passage with her husband and son for the Islands. All her actions up to this time indicate that she was the leader of her family and competent to transact business. She went to the Islands in the early part of 1855, after she made the conveyances in evidence of JANUARY 22, 1855. Her son Miguel testified that she left for the Islands while the grass was green and returned to San Francisco at the time of the next wheat harvest. This could not have been in 1854, because in that year she had a lawsuit with John Hames. On September 9, 1853, John Hames commenced an action wherein he was plaintiff and Martina Castro Depeaux was the defendant, in the District Court of Santa Cruz County, to recover from her a large sum of money. On OCTOBER 1, 1853, defendant appeared in person and filed her demurrer to his complaint; on NOVEMBER 3, 1853, she verified and filed her answer to the complaint; on APRIL 5, 1854, a decision was rendered in her favor, and on the same day she filed her bill of costs, duly verified and signed by her. This shows not only that Martina Depeaux was in Santa Cruz County at that time, but also that she was competent to conduct an important litigation in which she was interested.

NOTE: A Bill of Costs was made out for a total of \$63.50 (\$889) for the Hames versus Martina Castro sawmill suit with the following statement.....

"I Martina Castro defendant in the above entitled cause, do solemnly swear, that the items in the above memorandum are correct to the best of my knowledge information and (.....) and that the disbursements have been necessarily smaller in the action.

her
signed by Martina X Castro
mark

Sworn and subscribed before me this April 5, 1854
(name unreadable) by Justice of the Peace, Soquel

There is no evidence of her incompetency. She kept house and attended to her household duties. She visited her children, married off all marriageable dau-

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ughters; her children visited her, and she transacted business. She appeared from time to time before public officials, including the County Judge, for the purpose of acknowledging the execution of her conveyances and leases, on examination separate and apart and without the hearing of her husband, and to make affidavits in an important litigation. She successfully defended a lawsuit brought against her for a large sum of money, and wound up the suit by filing her bill of costs. No guardian was ever appointed for her.

The statement of her son that she saw witches and was fighting spirits amounts to nothing, as all this, if true, occurred subsequent to her conveyances.

After her return from the Islands her son left her at Redwood City and saw but little of her thereafter for a long time.

NOTE: On AUGUST 22, 1896 Charles B. Younger and Jeter and Makinney moved that the petition for Letters of Administration by M. Elizabeth Peck be denied. Afterwards, the 3rd District Court removed the letters from Elizabeth, she in turn appealed to the California Supreme Court where the lower court's decision was upheld.

SANTA CRUZ LAND TITLE COMPANY
REQUESTS AUGMENTATION PARTITIONING
DECISION TO BE RECORDED
February 10, 1916

For fifty two years, every deed written selling land within the confines of the Soquel Augmentation contained the following words, in one form or another....."All that real property situated in Santa Cruz County.....known as the Augmentation Rancho.....set apart to.....in severalty by the final decree of the District Court of the Third Judicial District of the State of California, in and for the County of Santa Cruz, in the action of FREDERICK A. HIHN versus HENRY W. PECK et als and entered on the 14th day of September 1864, and being particularly described as Lot No.....in the report and maps of the commissioners of said Rancho, in said action, which said decree, report and maps, are hereby referred to for particular description as follows.....

After discussing the above word description necessary for fifty two years with Earl Livingston of Ben Lomond, it was decided that the Santa Cruz Land Title Company simply tired of having to write the above into every deed concerning land sales within the Augmentation and requested that the decision by District Judge Samuel B. McKee be recorded. Earl Livingston stated that the possible reason the decision was not recorded when handed down on SEPTEMBER 14, 1864, was that there were many disputes over land ownership at the time, therefore delaying the final recording of the decision. Someone in the title company simply tired of writing the phrase over and over, and over.....

APPENDICES'

The following nine (9) APPENDIXES identified with the letters A...B...C...D...E...F...G...H...I contain reference material that helped towards the accuracy and integrity of this book. The material contained in each book differs in subject matter, and for the most part, is published elsewhere. The material was not included in the text in its entirety because, being so extensive, it would thereby disrupt story continuity. The majority of the material presented in these nine APPENDIXES was difficult find, and once found usually difficult to read. The material is presented as accurately as possible for the convenience of the reader that is interested in accuracy, in additional background information, or for the historian that simply wants to challenge the accuracy of this book.

NOTE: These nine APPENDIXES are unpublished at this writing but are available in text form in my library upon request.

A

This APPENDIX at this writing consists of seven (7) subjects as follows.....

BOUNDRY DESCRIPTIONS and Palo de la Yesca

Boundry descriptions, found on documents concerning the Soquel area and the Soquel Augmentation, beginning with the 1833/1834 period through the court's acceptance of the two partitioning plans in 1863/1864 are discussed. Many of the changes that occurred during these 31 years seem trivial, but they do reflect the thinking at the time concerning (mostly) the Augmentation's boundries. Also, a more indepth discussion of the terms PALO de la YESCA, CHUCHITA and LOMA PRIETA are included.

The FRANCISCAN TRAIL

The history of this early day trail is traced based on the best found material to date. The map is based on Bibliography item No. 265, several discussions with Bill Wulf and on Donald Thomas Clark's excellent book....SANTA CRUZ COUNTY PLACE NAMES.

FREDERICK A. HIHN

Little has been written that is accurate of this man's early involvement with Martina Castro's Rancho Soquel and Augmentation grants, the period from his arrival in the county in 1851, in 1856 when he made his first purchase of land within Martina's lands.....it is during this period that he decided that it was more advantageous for him to begin purchasing land in the county rather than make his money on the interest gained through loaning money.....and through the lawsuits brought on by Antonia Peck and her attorney Benjamin F. Bay-

APPENDICES'

A

FREDERICK A. HIHN (Continued)

ley during the 1866/1868 period.

Any attempt to chronicle the life and times of this man in detail is an effort that is far, far beyond the scope of this book, and beyond the capabilities of this writer. Stanley Steven's, the former archivist of the Map Room in the McHenry Library at UCSC is attempting this chore, but whether or not he can achieve his goals before his passing is somewhat doubtful.

The story of Frederick A. Hihn's early life as presented in this APPENDIX is brief, it is only an attempt to highlight his major activities through the 1870 to 1874 period....but let it not be forgotten that this complicated, major early-day pioneer established the foundation cornerstones of his future fortune during this early period within the confines of Martina Castro's two grants....Camp Capitola...the logging activities from his Aptos and Valencia mills...and the logging activity from his Laurel mill....plus numerous additional transactions, too numerous to list here.

Following is a partial list of the reference material that provided the short history of Frederick A. Hihn.....

BIBLIOGRAPHY item numbers are.....

215	History of Santa Cruz County by E.S. Harrison
216	California Central Coast Railways by Rick Hamman
301	Descendancy Chart of Frederick A. Hihn's family dated May 14, 1989
206	Santa Cruz- The Early Years by Leon Rowland
207	Santa Cruz County- Parade of the Past by Margaret Koch
164/171 172 and 173	Letters from Frederick A. Hihn to John Wilson
237	Many Interviews and discussions with Stanley Stevens
102 thru 112/119 and 123 thru 218	Frederick A. Hihn was involved as either plaintiff, defendant or as a witness in each of these court suits. His participation has been chronicled throughout this book, therefore no attempt will be made to list each participation by either date or source.

The LAND COMMISSION 1852-1857

This short history of the Land Claims Commission and both Spanish and Mexican land grants in California is taken from

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A

The LAND COMMISSION 1852-1857 (Continued)

W.W. Robinson's book.....LANDS IN CALIFORNIA.....Chapter VIII. The activity of the commission concerning Martina Castro's two grants is presented in APPENDIX I.

SCHOOL LAND WARRANTS

This is a repeat of the presentation in the text, CHAPTER 3, pages 47 through 52 inclusive with an expanded introduction. The location of the warrants in the Soquel Augmentation are based on the records of Thomas W. Wright, head surveyor for Santa Cruz County for a number of years, found in the County Recorders Office in Santa Cruz.

SOQUEL- AN EARLY HISTORY

This early-day history of the Soquel area begins with the first found written documents by the members of the Portola exploratory party in 1769 and carries through in brief detail through the 1850 to 1855 period. Much of the history was found in BIBLIOGRAPHY No. 202, Brian D. Dillon Ph.D's excellent history of the area found in his ARCHAEOLOGICAL & HISTORICAL SURVEY of the SOQUEL DEMONSTRATION STATE FOREST....Santa Cruz County and in BIBLIOGRAPHY Nos. 101 through 112 (the partitioning suits for both of Martina Castro's grants.

VILLA de BRANCIFORTE and MISSION SANTA CRUZ

Once again Brian D. Dillon's history of the Santa Cruz area found in his ARCHAEOLOGICAL & HISTORICAL SURVEY of the SOQUEL DEMONSTRATION STATE FOREST....Santa Cruz County forms the major portion of APPENDIX A (BIBLIOGRAPHY No. 202). Also used as a source was BIBLIOGRAPHY No. 206....Leon Rowland's book SANTA CRUZ....the Early Years, No. 207....Margaret Koch's book SANTA CRUZ COUNTY....Parade of the Past and No. 141....TRANSCRIPT of the PROCEEDINGS of MARTINA CASTRO, CLAIMANT versus the UNITED STATES, Defendant for the place named SOQUEL

B

This APPENDIX at this writing is divided into two sections, the first consisting of the two ACTS passed by the State Legislature in 1850 and the TREATY WITH MEXICO while the second consists of the actual wording of the ARTICLES, AGREEMENTS and DEEDS that had a major impact on events in Martina Castro's story.....

AN ACT CONCERNING CONVEYANCES....passed April 16, 1850

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B

AN ACT DEFINING THE RIGHTS OF HUSBAND AND WIFE....passed April 17, 1850

TREATY WITH MEXICO....TREATY OF PEACE, FRIENDSHIP, LIMITS, AND SETTLEMENT....signed at Guadalupe Hidalgo, February 2, 1848

ARTICLE OF AGREEMENT....signed August 28, 1850

DEED OF MARTINA CASTRO....signed August 29, 1850

ACKNOWLEDGMENT by T.R. PER LEE....signed November 28, 1850

DEED- MARTINA CASTRO TO THOMAS FALLON....signed November 29, 1850

AGREEMENT BETWEEN MARTINA, GREGORY AND WILSON....signed October 28, 1852

ADDITION TO AGREEMENT....signed May 21, 1855

DEED- RANCHO SOQUEL (SALE)....signed January 22, 1855

DEED- SOQUEL AUGMENTATION (SALE)....signed January 22, 1855

DEED- LLEBARIA/ALEMANY TO INGOLDSBY....signed September 10, 1855

AGREEMENT BETWEEN INGOLDSBY, LLEBARIA AND ALEMANY....signed September 11, 1855

AGREEMENT BETWEEN INGOLDSBY AND ALEMANY....signed September 2, 1857

AGREEMENT BETWEEN FREDERICK A. HIHN and HENRY W. PECK....signed April 21, 1862

DEED- HENRY & ANTONIA PECK TO FREDERICK A. HIHN....signed April 21, 1862

C

This APPENDIX at this writing consists of the major documents decreed by Samuel B. McKee concerning the two partitioning suits, the PECK versus HIHN (the Rancho Soquel Suit) and the HIHN versus PECK (the Soquel Augmentation Suit)....

INTERLOCUTORY DECREE....for PECK versus HIHN dated April 22, 1863

INTERLOCUTORY DECREE....for HIHN versus PECK dated April 22, 1863

PARTITION DECREE....for PECK versus HIHN dated April 23, 1863

PARTITION DECREE....for HIHN versus PECK dated April 23, 1863

PARTITIONING COMMISSION to Thomas W. Wright, John W. Towne and Godfrey M. Bockius....dated August 17, 1863

PARTITIONING COMMISSION to Daniel Tuttle, Joseph Rufner and Charles B. Younger....dated August 31, 1863

APPENDICES'

D

This APPENDIX at this writing consists of the INGOLDSBY versus JUAN et als Decision in the Supreme Court of the State of California in the January Term, 1859. The suit through the lower courts and appeal are not included in this APPENDIX, this testimony is presented in the text of this book.

E

This APPENDIX at this writing consists of the DR. JOHN P.P. VANDENBERG and FREDERICK A. HIHN appeals, dated August 12, 1864 to the State Supreme Court and the high court's decision called the HENRY W. PECK & MARIA ANTONIA PECK versus JOHN. P.P. VANDENBERG & F.A. HIHN et als.

F

This APPENDIX at this writing consists of the entire Thomas Courtis appeal to the State Supreme Court which includes the earlier INGOLDSBY versus RICARDO JUAN et als testimony that eventually led to the INGOLDSBY versus JUAN et als Decision in the upper court covered in APPENDIX D. Also included is the upper court's decision for this appeal, called the HENRY W. PECK versus THOMAS COURTIS et als, dated December 17, 1866 (for PECK vs HIHN).

G

This APPENDIX consists of two Supreme Court of the State of California decisions. The first is the appeal by Francis R. Brady, Benjamin C. Nichols, Joel Bates (deceased) and Benjamin F. Porter against Frederick A. Hihn (for the HIHN versus PECK suit) better known as the FREDERICK A. HIHN versus HENRY W. PECK & FRANCIS R. BRADY et als appeal. The second is the appeal by Thomas Courtis against Frederick A. Hihn and the defendants in the INGOLDSBY versus RICARDO JUAN suit (for the HIHN versus PECK suit) better known as the FREDERICK A. HIHN versus THOMAS COURTIS et als appeal. Not included in this APPENDIX is the testimony that occurred in the Third District Court during the Soquel Augmentation partitioning suit.

H

This APPENDIX at this writing consists of the BIOGRAPHIES of many of the personalities concerned with this book. Much of this text repeats documentation and findings available in

APPENDICES'

H

other books and writings, but added to each personality's story is his, or her's connection with the Martina Castro story presented in the text of this book.

I

This APPENDIX at this writing consists of the complete available testimony and findings of the Land Claims Commission concerning Martina Castro's two land grants from the Mexican Government.

SUPPLEMENT

NICANOR LAJEUNESSE

Nicanor Cota, the first child of Martina Castro and Simon Cota was born sometime in 1825 in Monterey where her father was stationed (at the Monterey Presidio, a corporal first in the Spanish, then in the Mexican Army). At age 14, while living with her mother and stepfather, Michael Lodge on the ranch in Soquel she met and married Francois (Francisco) Lajeunesse, a French Canadian trapper born in Canada in 1809. When he married Nicanor he was 16 years older then her.

Francisco entered California during the winter of 1833/1834 with the famed Joseph Walker party. After arriving in California, Francisco also used the French meaning of his last name, which means "young man." He dropped the "man" and seemed to use indiscriminately both names, namely "Francisco Lajeunesse" and "Francisco Young." He is also credited with two additional last names, "Moss" and "Mozo." For an explanation we must refer to a portion of Leon Rowland's book, SANTA CRUZ, THE EARLY YEARS....

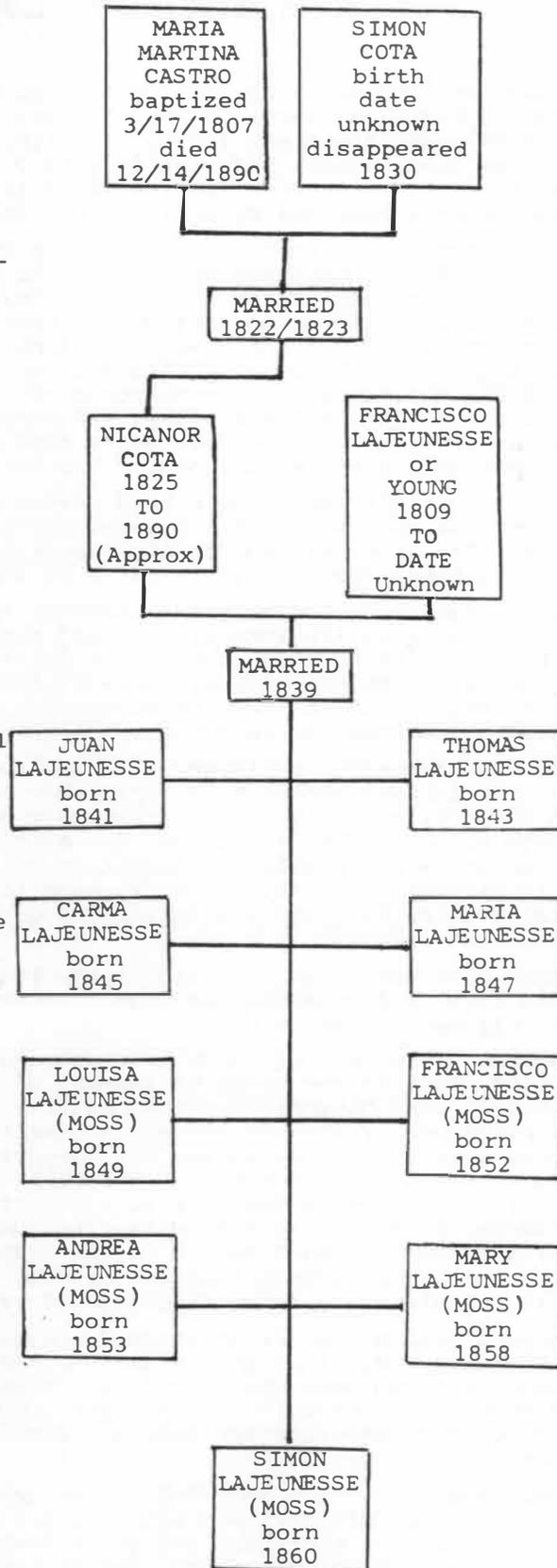
"Zayante, site of the first power sawmill in California, was a Mexican grant in 1834 to Joaquin Buelna, who had been Branciforte alcalde and earlier teacher in San Jose. Brancroft, the historian, cites the fact that he was a writer of verse."

"The scholarly Joaquin let his claim lapse after conferring in 1835 timber rights to Ambrose Tomlinson and Job Dye, thus starting the settlement of "foreigners" which ten years later was a trouble spot in Mexican-Californian politics."

"In 1839 a request for Zayante was made by "Don F. Moss," whose real name was Francisco Lajeunesse. He was a French Canadian who had come to the Monterey region in the Walker party of 1833. Despite the fact he had been naturalized and had married Nicanor Cota, "Moss" was not given the grant. Adopting his nickname as surname, he moved to Ventura about 1860 (this is false and will be corrected shortly)."

When Francisco applied for the Zayante grant, he applied as "Francisco Young." In Spanish the word for "youthful" is "mozo," therefore they wrote the name of the applicant as Don (for Mr.) F. (for Francisco) Mozo, which later became "Moss" through translator mistakes.

Little is written of Nicanor and her husband's activities between their



SUPPLEMENT

NICANOR LAJEUNESSE

marriage in 1839 and 1852, but by the latter date they were living (somewhere) on Rancho Soquel as owners of two houses. In the second home, which was about 500 yards away from their living facility, they ran a grocery store. On September 19, 1852 Nicanor and Francisco sold Nicanor's 1/9th claim to land in the upper ranch (the Augmentation) for \$224 (\$3,136) to County Surveyor Thomas W. Wright, County Recorder Peter Tracy and Montgomery B. Shackelford.

While Nicanor and Francisco were selling her claim to land in the Augmentation, a Dr. John P.P. Vandenberg moved onto the Rancho (Soquel) and occupied land within the vicinity of the store that they were operating. The doctor occupied a total of about 80 acres, building a home and several additional facilities. On January 21, 1854 Nicanor and Francisco entered into a deed with the doctor in which they sold Nicanor's 1/9th claim to land in Rancho Soquel for \$3,300 (\$46,200). Shortly after the doctor purchased the 1/9th undivided part of Rancho Soquel the doctor leased the land and moved to Santa Cruz. While he lived on the land, as previously stated he made a number of improvements on the land, then continued making new additions for the next six or seven years.

The two preceding deeds have been discussed here because both would be declared void because they were not acknowledged properly as required by law in the ACT of April 16, 1850, titled "An ACT Concerning Conveyances," an Act passed to protect a woman when selling a part, or all of her land.

During their 21 turbulent years together the two had a total of nine children, four that were adults when Nicanor had a summons served on her husband accompanied by a Complaint, both served July 26, 1860. In her complaint Nicanor stated that while the defendant (her husband) lived with her she had nine children, five of which were at the time minors and totally incapable of providing for their own sustenance and education.

Nicanor's Complaint continued.....that her husband has treated her in a cruel and inhuman manner by striking her with his hands and fist, beating her with a stick, and cruelly and inhumanely expelled her from his residence and refused to permit her to return. She continued.....that in his fits of drunkenness he has repeatedly committed acts of cruelty and violence upon her, and in particular as follows by kicking her and striking her with his hands and fists, beating her with a stick, pulling her hair and expelling her from his place or residence.

Nicanor continued.....that in the practice of habitual intemperance and in his fits of drunkenness has committed acts of cruelty and violence upon the said children listed as minors.

Francisco denied all of his wife's charges, and for further answer, he accused his wife, that in the month of January of 1859, at the house of the defendant (himself), that Nicanor committed adultery with one Ventura Ruida, and that a few days subsequently thereto she again committed adultery at the house of Ruida, that afterwards to wit, on the 20th day of June, 1860 she committed adultery with Ruida at her own residence in Santa Cruz, and at various times has committed adultery with Ruida between the 20th day of June 1860 and this day at her own residence. Francisco continued that because of his wife's gross immoral character and conduct, that she is in all respects unfit to have the charge and custody of the children; that her conduct is of evil example to the children; and is calculated to bring disgrace and ruin upon them.

Nicanor denied all of Francisco's charges, including his charge of adultery, and added an additional charge that on the first day of November, 1858, her husband used violence upon her in an attempt to compel her to submit to the vile practice of prostitution for the purpose of bringing money to him, and when she refused he expelled her from his residence and refused her permission to return.

On September 28, 1860 Judge S.B. McKee appointed a referee to interview the plaintiff, the defendant and all possible witnesses. Francisco refused to meet with the referee, therefore the judge could only base his decision on the wife's testimony and on her witnesses. The referee interviewed Thomas Lajeunesse,

SUPPLEMENT

NICANOR LAJEUNESSE

age 21; Henry W. Peck brother-in-law; Ricardo Juan brother-in-law; Ventura Ruida; and Martina's son Miguel Lodge. All witnesses stated that either all or part of Nicanor's charges were true, but because several of the witnesses were not close to Nicanor, they were not able to fully substantiate all of her charges.

Nicanor Cota Lajeunesse received her divorce from Francisco Lajeunesse officially December 18, 1860, paid for in full by FREDERICK A. HIHN. With this man's name added to the proceedings, there is obviously more to be discussed.....

To review earlier events, it will be remembered that Nicanor entered into two deeds, the first on September 19, 1852 in which Nicanor's 1/9th claim to land in the Augmentation was sold, then on January 21, 1854 they sold Nicanor's 1/9th claim in Rancho Soquel to a Dr. John P.P. Vandenberg. Both deeds would be declared during the Frederick A. Hihn backed suits to have Rancho Soquel and the Augmentation partitioned void because they were not acknowledged properly. Somehow Frederick A. Hihn became aware of this fact, and through his friend Henry Peck, who had informed him of Nicanor's desire to divorce her husband, but was not possessing the financial means to achieve her freedom, he (Hihn) offered to purchase her 1/9th claim to land in both ranches and pay her \$500 (\$7,000); finance her divorce, and as a show of good faith, give her a supply of flour to feed her kids with.....this last gratuity was requested by Nicanor as proof of Hihn's sincerity.

On July 23, 1860 before the proper witnesses and a Notary Public, Nicanor signed the deed selling her 1/9th claim to land in both ranches for \$500 (\$7,000), then on the following day Francisco signed, receiving \$50 (\$700) in gold for his trouble. This deed signed by Nicanor would be one of the most contested sales of land during both partitioning suits, with Dr. John P.P. Vandenberg contesting it all the way to the State's Supreme Court. The High Court would uphold the lower court's decision, that while Frederick A. Hihn's deed may have been unethical, because it was done according to law, while the two earlier deeds were not, Hihn's deed was judged to be valid.

After her divorce Nicanor moved down to San Luis Obispo and assumed the name Moss, giving this surname to her five minor children!

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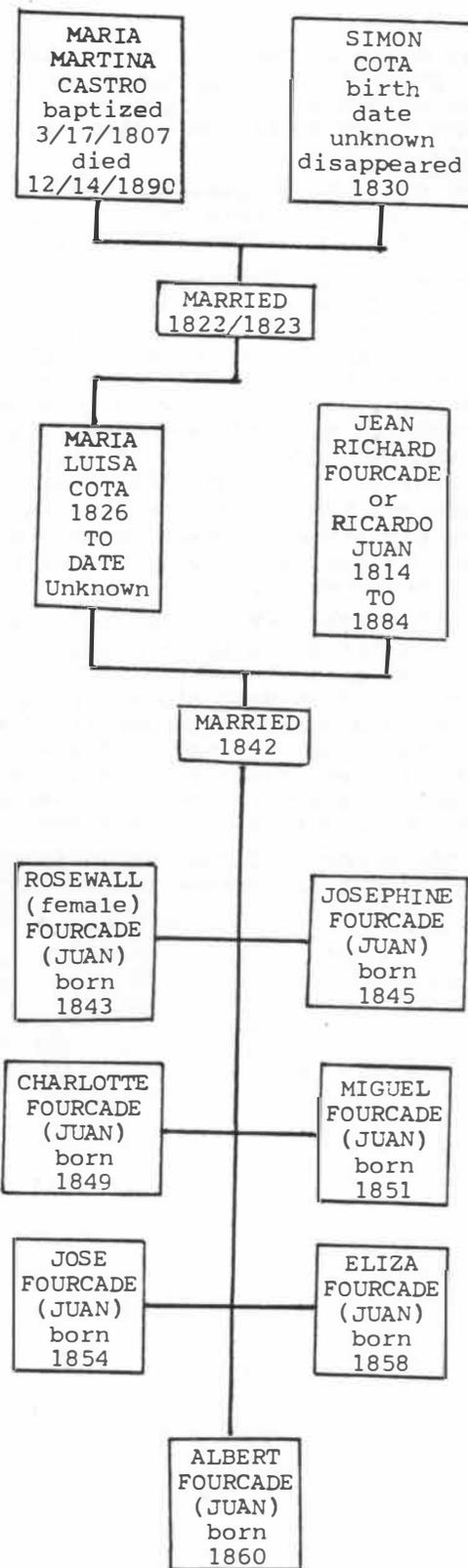
MARIA LUISA JUAN

Maria Luisa Cota, the second child of Martina Castro and Simon Cota was born sometime in 1826 in Monterey where her father was stationed (at the Monterey Presidio, a corporal first in the Spanish, then in the Mexican Army). At age 16, while living with her mother, and stepfather Michael Lodge on the ranch in Soquel she met and married Jean Richard Fourcade at Mission San Carlos Borromeo de Carmelo, August 8, 1842. Little is known of Jean, both before he left France where he was born and during the period immediately after he arrived at the Port of Monterey in 1840. When he married Luisa he was 12 years older than her.

Jean, born outside of Paris in 1814 was one of eight brothers, of which six had identical names, being identified by "nicknames." After he arrived in 1840, it is known that he entered into several commercial businesses, dealing in lumber, farm products and other commercial items. Wanting to "blend" in with the Spanish speaking populace, he changed his name, changing Jean to its Spanish counterpart, Juan and Richard to Ricardo, then reversing the two. Although he would use mostly the name "Ricardo Juan," during upcoming court suits, his last name Fourcade was also used extensively.

Ricardo Juan enters into Martina's story early, as early as January 7, 1844, when the Governor of Upper California Manuel Micheltorena received the letter written by him on behalf of his mother-in-law Martina Castro. From all indications, events both before and especially after the Governor received Ricardo Juan's letter were greatly influenced by this man. It will be remembered that Ricardo requested that he (the Governor) give Martina the necessary title to additional land for the grazing of her cattle away from Rafael Castro's cattle. Before receiving the letter, the Governor had chosen not to react to Martina's request, but leave it up to the courts to solve her problem. It is obvious that even though he had just married into the family, he was taking an active part in its problems, until the "gingos" Thomas and Lambert B. Clements arrived and married Carmel and Josefa respectively!

It should also be noted that when it was noticed in 1848 that there were several documents missing from the archives in Monterey pertaining to Martina's request for additional land, it was



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Ricardo Juan that brought copies to William Hartnell, assigned by the United States to straighten out the files.

The life and times during the early years of both Ricardo Juan and Luisa (this is the Spanish spelling of her name, and well be used throughout this book) are sketchy, but we do have several short references to Ricardo's life, which are quoted from the Larkin Papers, dated November 17, 1842 and written down in Monterey.....a new arrival at the Port of Monterey writes....."I have not been able to get any lumber here. Juan Ricardo I have not been able to see; his brother has been very badly wounded by the Indians, and is in the woods at the point of death."

The next reference is from a letter published in the California History Quarterly dated Monterey, October 15, 1848, written by the French Consulate in California concerning his visit to the California Gold Fields.....

Monsieur le Ministre:

On the 17th of last August I had the honor of addressing to Your Excellency a report on the journey that I had just made in the northern part of Upper California, the principal object of which was to visit the gold regions that had recently been discovered in this country. These discoveries, far from decreasing, are constantly extending both to the north and to the south, but the spots most noted now for their richness and to which most people are going are the rivers Cosumnes, Mokelumne, Stanislaus, Merced, and the source of the San Joaquin, together with the hills and gulches that separate or lie between these rivers.

Just as I was writing this two Frenchmen, the Messrs. Fourcade, presented themselves at the Consulate (in Monterey) on their return from the Placer with seventy pounds of gold. Two other Frenchmen who were working with them but who have remained at the Pueblo of San Jose have a like sum; that is to say, one of them, named Cinqantin, has forty pounds, and the other one, whose name I do not know, twenty-eight pounds. Nearly all this gold comes from a single gulch, about four-hundred yards long and located about four leagues north of the Stanislaus. It has produced more than \$150,000 (\$2,100,000). The most extraordinary thing is that this gold has been obtained without washing the dirt, for as water is entirely lacking there at this season they gather nothing but the large pieces and the grains that are visible and easy to pick up."

NOTE: Based on the above quoted letter, Ricardo Juan and his brother, also called "Ricardo Juan," were looking, and finding gold within the same general area that Martina and Michael Lodge were operating their store and freighting business in partnership with Baloo Reed!

The first reference we have of Ricardo Juan and Luisa, his wife, is in a letter written by a De Massey that was published in the California History Quarterly titled "A FRENCHMAN IN THE GOLD RUSH." While there is no date mentioned in the letter, it was written during the 1852/1853 period, possible in very early 1854. Besides giving insight into life on Rancho Soquel, it also gives a picture of the personal life of the Fourcade family.....

NOTE: A comment must be made here, that based on the earlier presented letter, the two Fourcades (Ricardo Juan and his older brother Ricardo Juan, called "Albert," were now rich based on the fact that they returned from the gold fields with 70 pounds of gold.....

To quote from the letter....."Upon going to see Mr. Thomas (Fallon), who knew the purpose of our trip, he sent us over to see his (brother-in-law) Mr. Fourcade, a Frenchman from Bordeaux, who married the daughter of a "ranchero" and who own property about two leagues from here.

On the morning of September eleventh we left Santa Cruz to visit the rancho. Toward four o'clock we reached our destination. Mr. Fourcade, the owner and manager it appears was formerly a sailor whose ship was confiscated or

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deserted by the crew when the placers (gold) was discovered in California.

Fourcade stayed in California and tried his luck at the mines where he had remarkable success; within three months he took out nuggets valued at \$30,000 (\$420,000). Then, since he had been one of the first to reach and exploit these particular placers the mines were named after him. These diggings are famous even as far south as this. To cap the climax he had his heart, fortune, and hand accepted by a rich Californian (Luisa, who certainly was not rich!).

NOTE: Because we know that Jean Richard Fourcade (Ricardo Juan) was in Monterey in 1840 and married Maria Luisa in 1842, De Massey probably confused the life and times of two other brothers who were living with the married couple on the ranch at this time. From the earlier quoted found letter it is known that at least one of Ricardo Juan's brothers accompanied him to the gold fields.....and then there was the brother that was dying of an arrow in the hills.....how many Ricardo Juans there were living on the ranch during this period is unknown.....

"The rancho contains between eight and eleven square leagues of land (35,200 to 48,400 acres). Just now it is in litigation over a boundry dispute; the case is still pending.

NOTE: This would be the Fallon Partitioning Suit filed August 2, 1852.

"We noticed, as we walked around, that it looked like a fine piece of property; it has three kilometers of seacoast (almost two miles), running water on it, not to mention fields suitable for pasturage, meadows, woods, and soil adaptable for use in making bricks. He (Ricardo Juan, but which one?) has offered us a certain number of animals, access to the ocean, and an acre of land on the shore for a landing. As all this seemed like an attractive proposal we were about ready to sign an agreement.

While we were discussing all these points with Mr. Fourcade he graciously invited us to spend the evening with his family. We accepted his invitation without ceremony, hoping in this way to settle all minor points during the course of the evening.

"Orders to kill a two-year old steer were immediately given with as much unconcern as a French farmer would show in ordering chickens dressed for extra guests. A Mexican servant mounted on horseback started off, lasso in hand, after an animal. He brought it down at a distance of thirty feet, turned around, and returned dragging this victim, tied by the horns, behind him. He then severed the animal's head with one blow, threw it away, then cut the remainder into quarters. All this did not take more than twenty minutes.

After quickly grilling some steaks our meal was ready. The menu was simple: red beans, which were fairly good, an abundance of meat, tortillas, and fresh water. Tea, coffee, wine, and brandy may occasionally be used here but of this I am not certain. At all events they are reserved for state occasions.

The Senora, the mistress of the house (Luisa) is young, pretty, and in an interesting(?).....pregnant?.....condition. She did not dine at the table with her husband and brothers-in-law. Five of us counting Fourcade (Ricardo Juan) and his brothers enjoyed the feast; the fifth was a relation of the woman (probably Miguel, Martina's son).

In the course of the conversation the purpose of our visit was again broached. It was then that a number of difficulties and obstacles put in an appearance. They were quite willing, it seemed, to rent us part of the rancho, but first of all it was neccessary to have the rancho divided among the eight-co-owners and to obtain the consent of the grandmother (mother-in-law).

Neither did they care to rent for over three years and we wanted a six years' lease with the privilege of buying at a price fixed in advance to be applied against the rental, for we hoped eventually to make the lands

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valuable. Our host, without refusing our proposition, asked permission to defer his reply until next December, hoping, so he said, that the property would by that time be divided.

In this country a deal delayed is a deal lost. This was our conviction when, toward nine o'clock, our host escorted us to the apartment reserved for us. It was a dirty, untidy place close to the ground and with mud walls thickly covered with dust, a door that refused to close, and broken panes of glass.

The hides of a few horses were spread on the floor and were used to sit or sleep on. Everything was primitive and extremely simple; I understand the owners quarters are equally uncomfortable, and yet they are considered to be wealthy rancheros. Moreover, I do not think the Fourcades are like so many local ranch-owners who do not know any better way of living.

Had we not been afraid of offending these people we would have camped out in the open, but such a move might have seemed like repaying courtesy with rudness. So we resigned ourselves to the situation and with a clear conscience lay down to sleep of the just.

First of all, however, here is some gossip about the household.....true or false as it may be.....that is being circulated around the country. On the surface it seems far from charitable, and what surprises me is that it is known as there is little visiting out here between families because of the great distance. It concerns the domestic life of my hospitable hosts, the Fourcades.....

"Now when anyone speaks of them they are mentioned in disparaging tones as small, blunt men, and if anyone asks whether they are married, there is an embarrassing silence, for theirs is a three-cornered establishment and no one knows what the status of the one woman (Luisa) is. Perhaps in California theres is a sacrament that blesses such a union, but it does not meet with local approval.

In France there is a constant visiting back and forth between neighbors. But in California, this country with the future, it is possible to travel forty kilometers (25 miles) without meeting a solitary person. It is barely possible that this custom existed here in times past among the natives and that they exchanged visits between tribes.

NOTE: De Massey's letter and comments are interesting because they provide us with a foreigner's impressions of early California life under American rule shortly after the successful war with Mexico. While the above comments are all that he wrote of the Forcades, the short continuation following also gives us added insight into the local area during this early period.....

"Early on the morning of September twelfth we left our hosts and returned to Santa Cruz. As the day was a fête-day we joined in the singing of mass, accompanied by violins and other discordant instruments. Being provided with a letter from the curé (a parish priest in France)- sent by this Capuchin father (a monk in France) to his rich brother land-owner- after an exceptionally good dinner we left for San Juan (Bautista).

For three hours our route followed the coast. We passed one fine rancho, owned by a rich Californian who, like most of his associates, is uneducated and unable to read or write. Riding, gambling, playing, drinking, swaggering, and brutality take the place of this elementary knowledge and seem essential to the happiness of these isolated ranch-owners".....the rancho he was discussing would be either Rafael Castro's Rancho Aptos (but Rafael could both read and write), or Rancho San Andres under the ownership of Martina's brother Guadalupe (who could neither read or write).

In 1853 Ricardo Juan is credited with building the first tannery on Rancho Soquel. It was located on five acres a short 700 feet above today's Soquel Drive within the confines of Cabrillo College. He sold the facility to Benjamin F.

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Porter January 1, 1858, with the final papers signed in June of the same year. It is possible that Ricardo was active within the confines of Trout Gulch because originally it was called "Ricardo Gulch" by Thomas W. Wright. When the Augmentation was partitioned in 1864, his wife Maria Luisa was awarded two areas, one which was Tract 5 located within the center of Frederick A. Hihn's Valencia Tract 2. The 550 acre Tract 5, extending east from Valencia Creek and including a portion of Cox Creek is interesting from the standpoint that contained within its acreage were possible coal mines.....to quote from a newspaper article that appeared in the June 13, 1862 issue of the Santa Cruz Sentinel.....

"Coal veins were discovered along the east branch of Valencia Creek (today the branch is called Cox Creek). When the reporter visited the area, a party of men were busily digging a tunnel to reach the coal. The vein that they had reached was something over six feet wide, ten feet deep and was widening as the tunnel continued down into the earth. Numerous outcroppings had been discovered in the general area but had not been worked when the article was written."

As the 1860s approached, then after the partitioning suits began for Rancho Soquel and the Augmentation began later that year, it appears that Ricardo Juan and Maria Luisa were experiencing martial problems. This observation is made all the more definite based on Maria Luisa's answer to Frederick A. Hihn's complaint, dated January 23, 1861. In her answer to Hihn, Luisa was the only daughter of Martina that stated that her husband had no rightful claim to land in the Augmentation, or any parts thereof.

Additional evidence of martial problems between the two are also evident in a Sheriff's deed dated May 19, 1866. This deed came about as follows: the three referees assigned by the court to establish location and size of the areas that the Augmentation and Rancho Soquel were to be divided into submitted their bill, which was based on each owners awarded tract size. Luisa was awarded two tracts, Nos. 5 and 6, and her portion of the referees bill was \$59.24 (\$829.36).

After Maria Luisa ignored several notices of the referees bill, and refused to pay it, the Court ordered the Sheriff to collect the due money plus the accruing costs associated with the Sheriff's attempts to collect the money. Finally a lien was put on Luisa's two tracts in the Augmentation, a notice placed in the October 7, 1865 issue of the Santa Cruz Sentinel of the upcoming auction of the two properties. On August 31, 1865, mysteriously a deed was signed between Maria Luisa and Frederick A. Hihn in which she passed title to both tracts 5 and 6 (a little over a month before the auction). For the nearly 1,000 acres, Hihn bid a total of about \$76 (\$1,064).

And the final clue found to date that there were problems between Luisa and her husband, as well as between Maria Helena and Joseph David Littlejohn is found in court testimony taken during the Mary Elizabeth Peck application for Special Letters of Administration of Martina's estate in 1895. In a summons issued to all living members of Martina's family, Maria Luisa's last name was "Littlejohn" and her home is in Merced. Maria Helena is still "Littlejohn" and she still lives in Soquel.

And what of Ricardo Juan (Fourcade)? According to a newspaper article from the San Luis Obispo Tribune, dated February 21, 1874....."Juan Fourcade, 65 years old, suicide last Saturday. His family is living in France. He was one of the original discoveries of the Fourcade Mine in Calaveras County. His brother lives six miles from town, near Pecho Rancho.".....The brother that committed suicide was the older brother Albert, also using the name Ricardo Juan. His younger brother, the supposed husband of Maria Luisa would die in about 1884.....it is also interesting to note that Nicanor Lajeunesse moved to San Luis Obispo after her divorce in 1860.

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Maria del Carmen Juana Josefa Adelayda Cota, the third (or fourth- there was a son born that died soon after birth) child of Martina Castro and Simon Cota was born in Monterey on July 12, 1827. Simon Cota was a corporal in, first the Spanish, then in the Mexican Army, stationed at the Presidio in Monterey. As discussed earlier in the text, Carmel, as she preferred to be called, would assume her stepfather's surname LODGE. Because of her known birth date, which was before Simon Cota disappeared in 1830, and Michael Lodge claiming her as his daughter, not stepdaughter in his petition to Governor Figueroa on September 7, 1833, we can only assume that he fathered Carmel before Simon disappeared.

At age 21, which was a relatively "old age" when compared to her sisters when they married, in 1848 Carmel married Thomas Fallon. Thomas, born in County Cork, Ireland in either 1818 or 1819.....this was the same county that Miguel Lodge was born in twenty three years earlier.....was Carmel's only husband. Their "stormy" marriage lasted 29 years. It is regrettable that the only published book concerning Thomas is Thomas McEnery's inaccurate book titled "CALIFORNIA CAVALIER, THE JOURNAL OF CAPTAIN THOMAS FALLON." The only other found version of Fallon's early life comes from Martina's granddaughter, Carrie Electra Lodge through several interviews conducted in 1965. Carrie was the daughter of Miguel Lodge, Martina's only son to grow into manhood.

Carrie, in her interview stated that "Fallon was an actor whose company (of actors) went broke in New Orleans. After the company disbanded, Fallon packed his bags and headed west where he picked up the trade of making saddles. He arrived on the local scene in the mid-1840s.

The brief quotes from local historians are not too flattering of Fallon. To quote Margaret Koch....."Thomas Fallon was a saddle maker by trade, a ladies man by choice, and an adventurer by luck".....Edna Kimbro stated....."he was a trouble maker from the time he first entered the area."

Thomas McEnery, in his book has Thomas Fallon serving with Sam Houston in Texas, then entering California as a scout for John Fremont during his first exploratory mission. On their trip across the Sierra Nevada, on a side jaunt, Thomas claimed to be the first white man to view Lake Tahoe. After reaching California with Fremont in 1843, by 1845 he is in Santa Cruz, planning to settle there.

Fallon is next a member of Fremont's California Battalion, marching southward with a number of local volunteers to battle the Mexicans. During the 1846-47 period he returned to San Jose where he opened a shop making saddle trees (the frames for making saddles).

In late 1847, supposedly he loaded a wagon with all his worldly goods and headed across the Santa Cruz Mountains, reaching Santa Cruz where he set up shop. According to Fallon, on one of his trips to the Soquel area he met Michael Lodge, and shortly after, a warm friendship began that soon had Thomas being invited to attend a Christmas dinner with the Lodge family at the Soquel ranch. It is supposedly at the dinner that Fallon first set his eyes on Carmel, stating..... "the two middle daughters of Michael and Martina are as beautiful as any two (young) woman that I have seen."

Over the next year or so, Michael and Fallon cement their friendship, with Fallon's interest in Carmel "growing each day." To again quote Fallon..... "during this period I courted Carmel according to old Spanish tradition....several times taking her for a walk down to the river (Soquel Creek), naturally chaperoned by Martina.....Carmel is described in McEnery's book as having the beautiful full face of an Irish lady and the dark shades of her mother.

Several historians have stated that Thomas Fallon married Carmel expecting to marry into a family that possessed great wealth and large expanses of land. How disappointed he must have been when, after marrying Carmel, he went down to the archives in Monterey, and after several discussion with William Hartnell, the man assigned to "straighten out the records there," that only Martina's small Rancho Soquel grant was valid, that the supposed Augmentation above it

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CARMEL FALLON

was fraudulent, that no such grant was ever made.

As history has recorded, it was Ricardo Juan's letter dated January 7, 1844 that changed the Governor's mind, allowing Martina and Michael Lodge to select their "Yesca" addition to Rancho Soquel, but it was Thomas Fallon, Lambert B. Clements, Durrell Gregory (plus how many others?) that can be created with finishing what Ricardo Juan began, the creation of the Soquel Augmentation with its 32,702 acres.

Carmel, when she married Thomas, she was an uneducated young woman of 21, described, like her mother, as being quick of temper, extremely jealous of her husband, attempting to possess him totally. This must have frustrated Carmel over the years because of her husband's roving eye for the ladies. Thomas was extremely handsome, charming, and never hid his more than passing interest in a beautiful woman.

The just discussed traits of these two would eventually involve them in a rather "nasty" divorce suit in late 1876 in which Carmel would charge Thomas with adultery, and he in turn, would accuse her of willfully attempting to kill him by hitting him over the head with a blunt instrument. The divorce suit ended in January of 1877 with Carmel receiving her sought after divorce, \$25,000 (\$350,000) in gold coin, the homes in San Francisco and Santa Cruz, and custody of the six living children if they so chose to remain with the mother.

Because the two had sold her 1/9th claim to land August 1, 1853 to Joshua Parrish, this claim did not enter into the divorce settlement, but Carmel's 1/9th claim in the Augmentation did. Thomas also owned the 1,100 acre Tract 8, which Carmel had purchased as his agent from Frederick W. Macondray September 13, 1864. Carmel would retain ownership of her Tract 9 claim in the Augmentation, while Thomas would retain ownership of all other properties that the two owned in both Santa Clara and Santa Cruz Counties.

After the divorce Carmel would divide her time between San Francisco and Santa Cruz, with most of her time spent up in the City. Because her 6,845 acres in the Augmentation was now a tax burden, she began looking for a buyer, finding one in the Watsonville Mill & Lumber Company on January 10, 1883. With this sale, plus several others she was able to accumulate a rather extensive fortune for an unmarried woman of that time. Her fortune would total well over a million dollars when she died (today this would total nearly \$12,000,000). How did an illiterate young woman, unable to read or write in either Spanish or English, and barely able to speak English acquire a fortune of this size in a male dominated world? She was able to achieve all of this through her husband's tutorage, which included on the job education in sales and meeting the public, and having to serve as the First Lady of San Jose during Thomas's four years as San Jose's mayor between 1859 and 1863. Carmel not only learned to read and write in English, but she was able to speak on even terms with the best of the day's businessmen. This would be very evident through her most successful negotiations with the Watsonville Mill & Lumber Company concerning the sale of her Tract 9.

But not all of Carmel's later life was happy according to one of her daughters, Annie.....Annie Fallon became a well known actress under the name of Annie Malone.

After Annie married John Malone of San Jose.....he was an assistant district attorney when he met Annie, leaving his position to go on the stage with his wife. Annie had already achieved success as an accomplished Shakespearean actress, and he, through his amateur parts, had also achieved status as an accomplished Shakespearean actor and scholar in his own right.....as an interesting sidelight to our story.....the Malones were close friends of the DeCordova family. Fred DeCordova would become the producer of the Johnny Carson TV show until it went off the air in 1992.

Carmel would live until 1923, dying in San Francisco at age 96, while Thomas

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CARMEL FALLON

would die in 1885, divorced from his second wife and being sued by a third woman accusing him of a breach of promise.....a judgement of \$10,000 (\$140,000) was awarded to the woman which was appealed to the California Supreme Court. After Thomas's death, his children contended that their father's estate was "vast," and that he had "lost his grip" and was constantly intoxicated and often brandished his pistol or sword in a threatening manner. There is much more to Thomas's story, his attempt to compete with Frederick A. Hihn's Camp Capitola, calling his development first Camp San Jose, then changing it to New Brighton, his sale of Tract 8 in the Augmentation to Timothy Hopkins in early 1884, a sale that would eventually save the Loma Prieta Lumber Company from going bankrupt, etc., etc.....Thomas's activities are chronicled throughout the text of this book, and his life as it concerned both Rancho Soquel and the Augmentation will be continued in follow-on books.

As Carmel approached her final years her daughter Annie petitioned the Santa Clara Superior Court for the guardianship of her mother's estate.....in Court she made the sensational charges that her brother, Alfred, had retained influence over their mother by using hypnotic control. Annie further charged that her brother made threats against her life. She further stated that Alfred was, what many called a "soldier of fortune" who had returned after years of wandering to await the division of Carmel's estate. She continued that there were many scenes of violence at the family residence at 1802 Market Street in San Francisco and that her brother's uncanny hypnotic control over Carmel in the silent house has caused her days and nights of horror. She accused her brother of, within strict limitations of imposing control over her by directing her business affairs.....that through his intemperate habits and general unfitness, their mother has been robbed of many thousands of dollars.

Annie Malone also accused her brother of assuming the pose of a "fiend" in an Edgar Allen Poe story, that he is the passionate, impulsive Spanish type, he has wandered over the earth, and has employed a brilliant but erratic mind in the mastery of strange occult powers. Annie continued that of late she had seen her mother brought quietly, but irresistibly under his sway.....the testimony continues, but the preceeding will illustrate that Carmel did not find total solice in her later years, and that Thomas Fallon probably "got" what he put into life, what he deserved in his dealing with Martina Castro.....

SUPPLEMENT

MARIA JOSEFA CLEMENTS

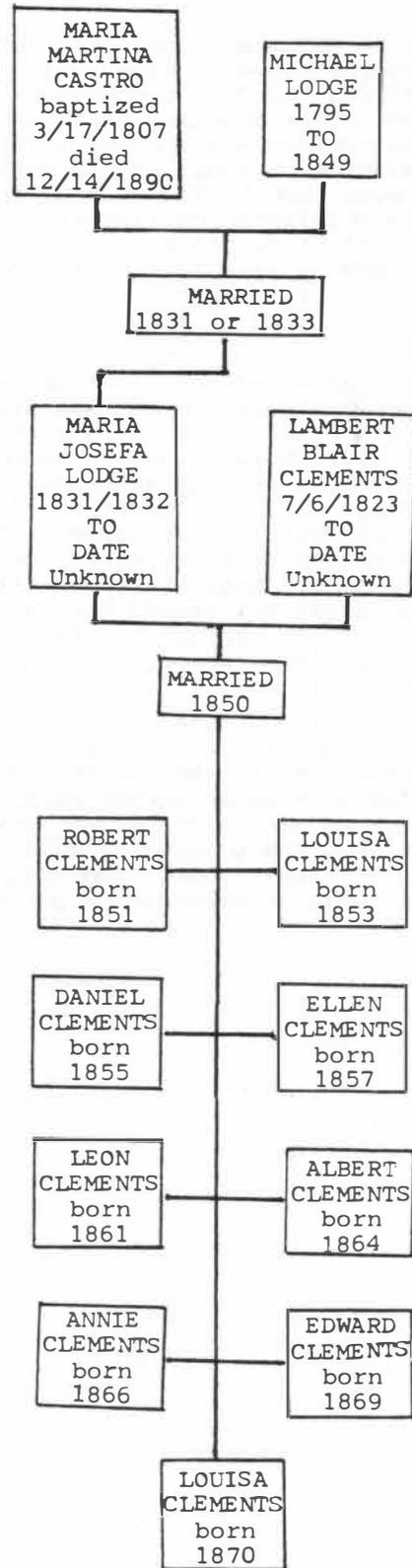
Maria Josefa Lodge was Martina's fourth daughter and fifth child. Her first four were fathered by Simon Cota, namely Nicanor, Maria Luisa and Carmel and a son that died early. After Simon disappeared in 1830 Martina remarried, her second husband being Micael Lodge, an Irishman born in 1795 in County Cork, Ireleand. We have two possible dates (years) for Martina's second marriage. Historian Leon Rowland places the marriage in 1831, while Castro family historian Kenneth Castro places it in 1833. Josefa (sometimes spelled Josepha) was born, according to available information in either 1831 or 1832, which brings up several questions.

Josefa married Lambert Blair Clements at age 18 or 19 in early 1850. Lambert, of Irish descent was born in Philadelphia, Pennsylvania on July 6, 1823. It is interesting to note that Lambert, Thomas Fallon and County Recorder Peter Tracy were all Irishmen. Just as it is today, but even more so during this early period of California history, nationalities tended to band together, and help each other, an important point to remember and consider..... all three were deeply involved in the writing and signing of Martina's fraudulent deed.....

Lambert came to California in late 1845, having left New York on the 10th of January of the same year, departing on an American boat commanded by Nathaniel Crosby, Jr. After sailing around Cape Horn, they stopped at Valparaiso, Callao, then continued on to Honolulu before they arrived at their final destination, Portland, Oregon. After unloading their cargo, and taking on a new load, the ship headed for San Francisco, arriving in November of 1845.

Lambert remained on the boat, serving as a member of the crew as it sailed between San Francisco and Portland, conducting coasting trade until the 22nd of April, 1847. On this date, anchored in San Francisco Bay, he decided to leave and settle in the Santa Cruz area. Shortly after he arrived he met and married Josefa.

In 1851 Lambert was elected Justice of the Peace, was elected again the next year, then in 1853 he and Josefa moved to San Francisco. Before they departed, on March 30, 1852 they sold Josefa's 1/9th claim to land in both the upper



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MARIA JOSEFA CLEMENTS

and lower ranches (the Augmentation and Rancho Soquel) to the Frenchman Pruitt Sinclair and his partner Jones Hoy. This was the first sale of land in either of the ranches based on Martina's deed of August 29, 1850. It wasn't long after the Clements' sold Josefa's claim to land in both ranches, that the two grantees joined with Thomas Fallon and his wife Carmel in a partitioning suit to force Martina to divide her land among her heirs, plus Sinclair and Hoy. The Summons and Complaint were served August 2, 1852, while the suit was dropped officially February 17, 1854. This suit, brought on by the Clements' deed to Sinclair and Hoy would divide the Castro family into "waring" factions and help bring Martina to the brink of insanity.

In San Francisco Lambert entered into several businesses, experiencing little success before moving back to the Santa Cruz area in mid 1860. Even though he lived in San Francisco until about 1860, his name appears on many deeds and agreements, helping family members in legal matters concerning both Rancho Soquel and the Augmentation. After he returned to the area, he was again elected Justice of the Peace, holding this position into the 1870s. Later he would become a judge, a position he would retire from.

During the two Frederick A. Hihn partitioning suits beginning in early and late 1864, Lambert would testify on behalf of Martina's heirs against the Catholic Church priests in their attempt to prove that Martina's deed of August 29, 1850 was fraudulent. While it would be unfair to say that he out and out lied under oath, it was obvious that many times he "stretched" the truth on behalf of the heirs.

MARIA ANTONIA PECK

Maria Antonia Lodge was Martina's fifth daughter and sixth child. Her first four were fathered by Simon Cota, namely Nicanor, Maria Luisa and Carmel and a son that died early. After Simon disappeared in 1830 Martina remarried, her second husband being Michael Lodge, an Irishman born in 1795 in County Cork, Ireleand. Antonia was the second child born on the ranch in Soquel, born sometime in 1835. At age 16 she met and married Henry Winegar Peck on May 12, 1851.

Henry Peck was born in New York in 1818. When he married Antonia he was 17 years her senior, and these years of difference would eventually be one of the factors that would lead to their break-up.

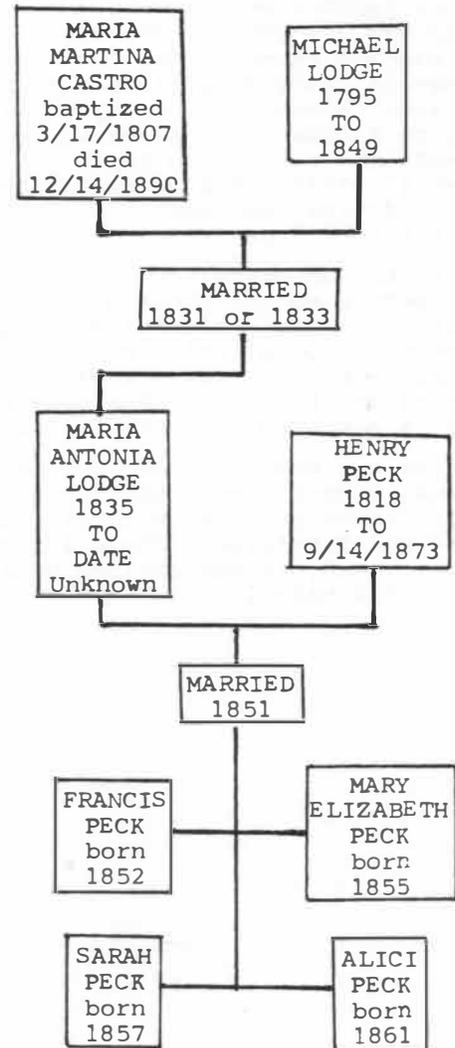
Shortly after his arrival in the area and his marriage to Antonia he was elected Justice of the Peace along with his father-in-law Louis Depeaux in 1854. Henry was not one of the early planners of Martina's fraudulent deed of August 29, 1850, but later he would more than make up for not being there at the time. In 1855, when the Santa Cruz County portion of the Santa Cruz Gap Turnpike was being planned, from Soquel to the top of the Summit, Henry on behalf of the Castro family interests was selected as one of the three men to survey the route.

What little information we have of Henry's early years comes from deeds and agreements he entered into with his wife, from court testimony, and sadly from Thomas McEnery's inaccurate book of Thomas Fallon, titled "CALIFORNIA CAVALIER THE JOURNAL OF CAPTAIN THOMAS FALLON." Thomas Fallon is quoted in the

book that Henry's life was a series of failures, that he was a Man "that could find the most laughable ways to failure. It seems that every interprise that Henry entered into, somehow ended in failure.

When Martina and her husband Louis Depeaux sold both Rancho Soquel and the Augmentation to the three Catholic priests on January 22, 1855, every person connected with both ranches knew that the sale was final and legitimate, therefore they accepted the new owners as owners of both ranches. But in the courts at the time, there was the "Ingoldsby versus Ricardo Juan" suit, which the new owners just might loose. In other words, they may not be able to prove that Martina's deed of August 29, 1850 was a fraudulent paper, which would mean that Martina had sold only 1/9th of each ranch, not their entire acreage. Therefore, while there were many transactions occurring involving the sale of land prior to the Ingoldsby versus Ricardo Juan decision was reached, they were all made with the understanding that they might be judged void.

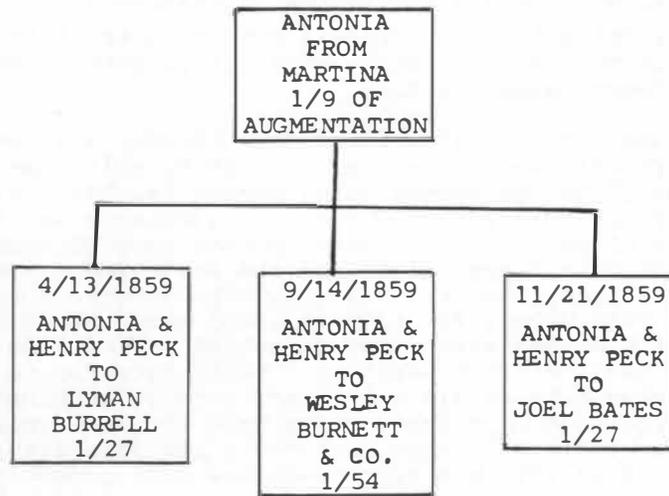
Henry and Antonia Peck would enter into several transactions prior to April 21, 1862 that would cause both confusion to the partitioning suits begun later by Frederick A. Hihn and hardship to himself and especially to his brother-in-law Miguel (Michael) Lodge, Martina's son.



SUPPLEMENT

MARIA ANTONIA PECK

On the three dates shown to the right, Antonia and Henry sold 5/54ths of Antonia's 6/54ths (or 1/9th) claim to land in the Augmentation. During the period that the transactions were occurring, shortly after Miguel Lodge, who was living with the Peck's at the time, turned 21, Henry "convinced" Miguel to sell him for a paltry \$500 (\$7,000) both of his claims to land in Martina's two ranches, 1/9th in Rancho Soquel, and a like amount in the Augmentation. On August 29, 1859 the deed was signed. When Miguel's daughter Carrie was interviewed in 1965 she did not give the reason why her father signed away so much land, but Frederick A. Hihn had some definite comments on the signing. To quote from a speech that Hihn made at the 25th anniversary of the founding of Camp Capitola (the camp was founded in 1875, the speech was given June 18, 1895.....the article appeared in the Santa Cruz Sentinel of that date):



"Michael Lodge, the only son of the proud Martina Castro is still living and living on the ranch, but instead of being the owner of thousands of acres, his present possessions are but a little more than one acre.

Michael had the misfortune of being born of rich parents and receiving little or no education. On the day he arrived at the age of twenty-one he was tricked into signing a paper which swept away all his inheritance. The paper was voidable in law, but required money and experience to make it void. He had neither. The result was he conveyed his interest, thus incumbered, to his brother-in-law for what he could get for it, which was but little.

It would have been much better for him to have been poor and to have received a fair education. Since then he has labored faithfully at common labor to make a living for himself and family. He is now among us and it affords me pleasure to introduce him to you.....

NOTE: According to Carrie Lodge, Miguel's daughter, when Henry was on his deathbed he called for Mike and asked for his forgiveness.....Carrie did not disclose whether the forgiveness was forthcoming. Henry died December 12, 1873, a fairly young 53, Antonia was only 30, while Mike was but 35.

When the California Superme Court upheld portions of Martina's deed dated August 29, 1850 in early 1859, Frederick A. Hihn decided that the time had arrived to establish ownership within both Rancho Soquel and the Augmentation. Because of the many conflicts that existed among so many possible owners, final ownership could only be decided by the courts. Because the United States Land Claims Commission had treated the two areas as being separate, this meant that two suits were necessary. Because of the complexity of the Augmentation, and because it was so much larger, Hihn decided that he wanted to be the plaintiff in the suit to establish its ownership. This meant that a plaintiff was needed to handle the smaller Rancho Soquel suit. Hihn needed a man he could trust, and of most importance control and manipulate. The man he settled on was Henry Peck. Henry agreed to be the plaintiff in the suit to have the small Rancho Soquel partitioned, later to be known as the "PECK versus HIHN et als" suit. Henry also agreed to pay half of Robert F. Peckham's initial fee to represent Henry as

SUPPLEMENT

MARIA ANTONIA PECK

plaintiff, which was a total of \$750 (\$10,500).

NOTE: The suit, with Frederick A. Hihn as plaintiff was known as the "HIHN versus PECK et als" suit, with its purpose to establish ownership within the Soquel Augmentation.

The Summons and Complaint for Rancho Soquel, with Henry and Antonia Peck as plaintiffs were served February 13, 1860, while the two papers for the Augmentation would not be served until August 14, 1860 with Frederick A. Hihn as plaintiff. On July 23, 1860 Nicanor Lajeunesse would sell to Frederick A. Hihn her 1/9th claim to land in both ranches (see NICANOR LAJEUNESSE for a discussion of this transaction). On the following day Nicanor's husband Francisco signed the deed, then Frederick A. Hihn entered into a deed with Henry Peck in which he sold Henry, for \$250 (\$3,500) one half of Nicanor's 1/9th claim to land in the Augmentation. The reasoning behind this deed is known only to Hihn. It could have been a gratuity for Henry agreeing to be the plaintiff in the "Peck versus Hihn et als suit," or it could be Hihn's repaying a debt owed to Henry.....we will probably never know the real reason for the deed. And to the question.....did Hihn know that Henry had recently acquired 1/9th of each ranch through a deed with his brother-in-law will probably never be answered.

When the Summons and Complaint were served August 14, 1860 Frederick A. Hihn considered that he owned 22 percent of Rancho Soquel, while the Pecks between them owned slightly more. As for the Augmentation, Hihn stated in his Complaint that he owned 24 percent, while Henry and Antonia had 10/54ths, or about 18.5 percent.

As the two partitioning suits progressed, getting no where because ownership claims had not been officially established, Charles B. Younger of San Jose was called in by the court on recommendation by Frederick A. Hihn to establish percentage ownership within Rancho Soquel and the Augmentation. On August 17 and 22, 1861 Younger presented to the court respectively his findings for Rancho Soquel and the Augmentation. He established that that Frederick A. Hihn could claim 26 percent of Rancho Soquel, while the Pecks, between them could claim 1/9th each, or 22 percent total.

But Charles B. Younger's finding for the Augmentation were far different: Instead of Hihn's 24 percent ownership claim, Younger reduced it to 13 percent, while the Pecks' between them could claim 18 percent!

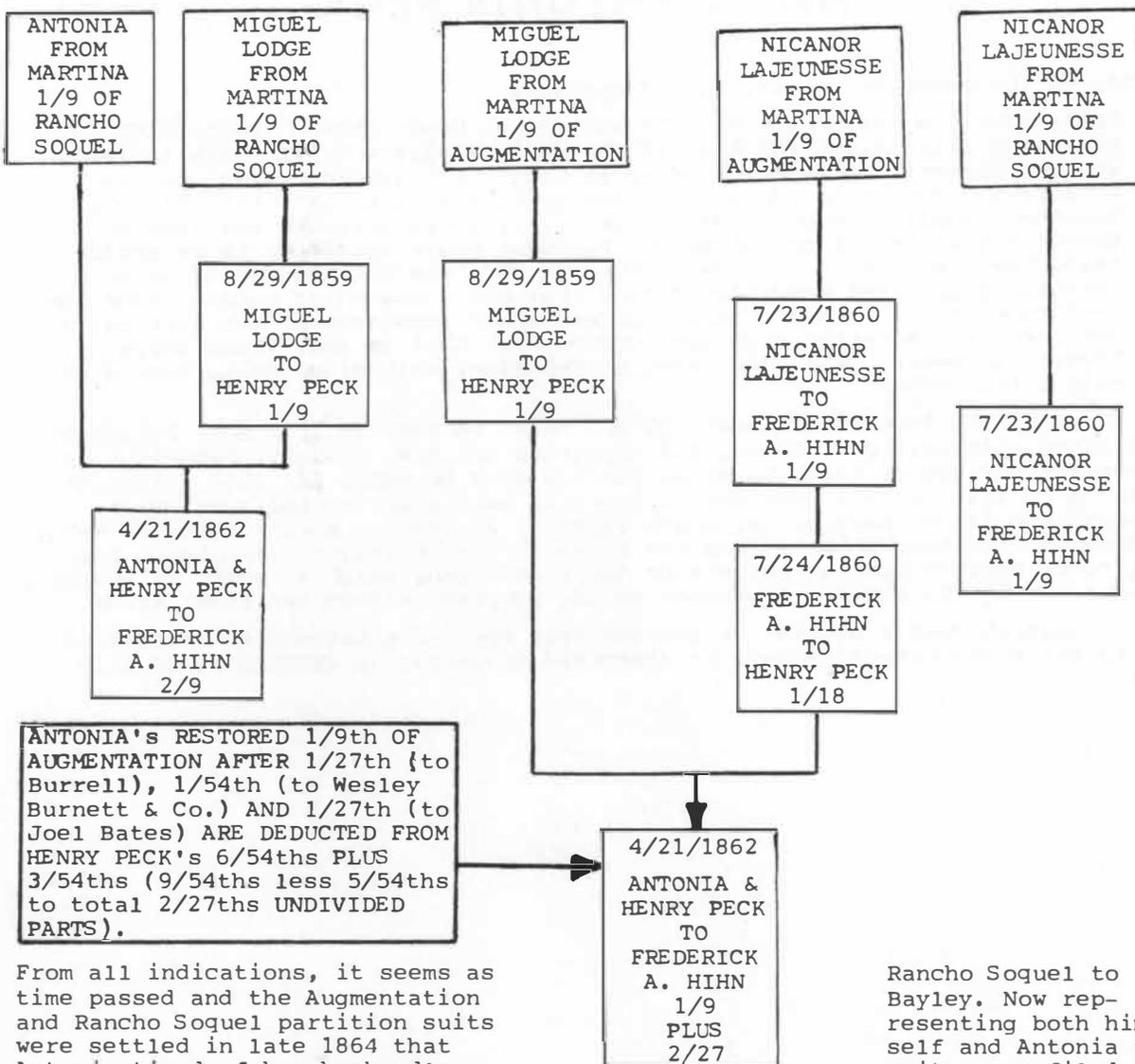
As 1862 approached Henry Peck wanted to head off for the newly discovered gold fields up in Humboldt County. He approached Frederick A. Hihn and offered to sell him his, and his wife's claim to land in both ranches. He stated that he needed \$4,850 (\$67,900), \$750 to pay Robert F. Peckham his initial fee to represent him as plaintiff in the Peck versus Hihn et als suit, plus \$100 for additional debts. Henry stated that he wanted \$4,000 clear to pay for his trip north and to leave his wife in safe financial "hands." Hihn "attempted" to talk Henry out of leaving, stating that they had "come so far" and "were so close to victory," but Henry wanted to head north.

According to Frederick A. Hihn, in later testimony, reluctantly gave in to Henry, and on April 21, 1862 entered into a twelve-point agreement and a following deed, in which Henry ended up with his \$4,000 (\$56,000) in cash, and Hihn acquired, after official partitioning of the two ranches, about 6,800 acres in the Augmentation and 452 acres in Rancho Soquel. When the deed was signed April 21, 1862, the Pecks ownership claims were as follows:

When Charles B. Younger established Antonia and Henry's ownership percentages in the Augmentation in August of 1861, he decreed that the 5/54ths sold to Lyman Burrell, Wesley Burnett & Co. and Joel Bates should be deducted from Henry's 9/54ths (Miguel Lodge's 1/9th plus the 1/18th sold to him by Hihn), leaving him with 2/27ths. This decision reestablished Antonia's share at 1/9th. Because the deed between the Pecks and Hihn occurred after Younger had established percentage ownership, these percentages would remain in effect even though the percentage was sold to another person (such as Frederick A. Hihn).

SUPPLEMENT

MARIA ANTONIA PECK



From all indications, it seems as time passed and the Augmentation and Rancho Soquel partition suits were settled in late 1864 that Antonia tired of her husband's business antics which were forcing her to live, relying on hand-outs to feed herself and the four daughters. During the 1865/1866 period she sued for a divorce. Shortly after, on June 8, 1867 she remarried. Her second husband was Guadalupe Bernal which lasted ten years. After she divorced Guadalupe, she married a third time, to Robert H. Majors. While Antonia would live to see the dawn of the 20th Century, Henry would die September 14, 1873.

In 1867 Antonia hired attorney Benjamin F. Bayley to contest the deed that she and Henry had signed April 21, 1862 with Frederick A. Hihn. Henry, rather than fight the deed in court, sold his claim to Tract 16 (the Laurel Tract) and the three lots he was awarded in

Rancho Soquel to Bayley. Now representing both himself and Antonia two suits were filed in Superior Court, attempting to prove, on the part of Frederick A. Hihn, "cheating" prior to Antonia's signing,

and his attempt to confuse her during the signing ceremony because of her difficulty in both reading and understanding English, especially anything concerning technical matters. Bayley also accused Hihn of misquoting and misrepresenting the facts to Antonia after she signed the deed. Frederick A. Hihn hired Robert F. Peckham to represent him in the suits, which proved a smart move on his part because Peckham was present when the deed was signed in the Pecks home in 1862. Bayley lost both suits, Hihn's deed was

SUPPLEMENT

MARIA ANTONIA PECK

upheld by the court in two separate decisions.

NOTE: Over the years many have "wondered" at Henry Peck's "stupidity" in receiving only \$4,000 for his 2/27ths and his wife's 1/9th claim to land in the Augmentation which ended up as Tract 16 (awarded to Hihn on his behalf) and Tracts 10 and 11 (awarded to Hihn on Antonia's behalf), all together totalling about 6,800 acres.....and.....the six lots in Rancho Soquel totalling 452 acres. But when court testimony is carefully read, the sum of \$4,000, today about \$56,000, was not considered to be a "bargain price" for undeveloped land that had a chance of coming under the ownership of the Catholic Church priest, John Ingoldsby if his suit was won, and there was a better than even chance that this is what would happen. Several witnesses testified, that at the time, suit or no suit, that Hihn paid a fair price.

The story of the Peck family does not end here, because in 1895 Mary Elizabeth Peck hired attorneys J.F. Utter, J.J. Scrivner and A.H. Cohen to establish an estate for her grandmother, Martina, who had died December 14, 1890 interstate (leaving no will or last testament). After an estate was established which included the 1/13th part of Martina's father's Rancho San Andres plus the total acreage in both Rancho Soquel and the Augmentation, Elizabeth then began her suit to be awarded Special Letters of Administration, which in turn, if awarded, would allow her to evict all persons owning property within the three areas.

Mary Elizabeth Peck's attempt to receive from the court Letters of Administration of her grandmother's estate is discussed in detail in CHAPTER 19 of this book.

SUPPLEMENT

MARIA HELENA LITTLEJOHN

Maria Helena Lodge was Martina's sixth daughter and seventh child. Her first four were fathered by Simon Cota, namely Nicanor, Maria Luisa and Carmel and a son that died early. After Simon disappeared in 1830 Martina remarried, her second husband being Michael Lodge, an Irishman born in 1795 in County Cork, Ireland. Helena was the third child born on the ranch in Soquel, born sometime in 1837.

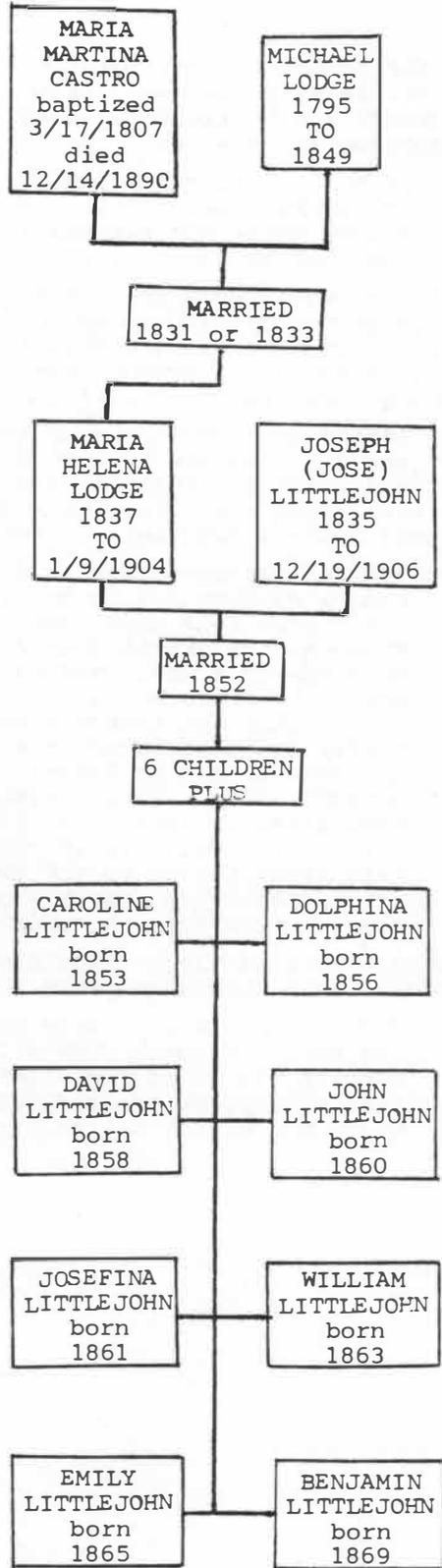
Helena was the only daughter to marry someone of her own age, marrying 17 year old Joseph (Jose) David Littlejohn in 1852. Joseph was born a citizen of Mexico due to his Scottish born father who had applied earlier for citizenship in order to qualify for a land grant. His father was given Rancho los Careros in what would eventually become Monterey County.

After Martina's deed of August 29, 1850 was signed by Martina, and until they entered into two unique deeds with Frederick A. Hihn, the first on January 8, 1858, little is known of Helena and Joseph's activities except for the three children, the first three of a total of 14 they would have, that Helena gave birth to.

On the above date Helena and Joseph sold 1/3rd of Helena's 1/9th claim to land in both ranches (Rancho Soquel and the Augmentation) to Frederick A. Hihn for \$2,000 (\$28,000). What makes this deed different from others is that Hihn agreed to pay all court expenses for the two grantors in the upcoming "Ingoldsby versus Ricardo Juan suit" in which the plaintiff Ingoldsby was attempting to prove that Martina's deed of August 29, 1850 was fraudulent. Hihn agreed to pay all expenses for the two whether they won or lost the suit.....if the suit was lost the Littlejohn's claim to ownership in both ranches was void.

In a second deed, dated July 24, 1860 the two sold Helena's remaining 2/27ths undivided parts claim in the Augmentation to Frederick A. Hihn for a total of \$10,000 (\$140,000). The terms in this deed were identical, except that Hihn agreed to pay their court expenses, win or loose in the upcoming partitioning suit that he was about to begin.

When Martina's Rancho Soquel and the Augmentation were officially partitioned in late 1864, the Littlejohns had sold all of their claim to land in the Augmentation to Frederick A. Hihn, but



SUPPLEMENT

MARIA HELENA LITTLEJOHN

in Rancho Soquel they retained an ownership claim that totaled 2/27th undivided parts. After percentage claims, location of land, and other factors were considered, the Littlejohns ended up with two lots, identified as "I" and "K" totalling 137.4 acres

NOTE: Both lots "I" and "K" are located in the eastern half of Rancho Soquel within the vicinity of Cabrillo College....."K" is north of Soquel Drive, while "I" extends from the road south along Borregas Gulch, from the road to Monterey Bay.

With the money paid them by Frederick A. Hihn Helena and Joseph purchased a large parcel of land in Rancho Rodeo and good farmland within the vicinity of the bridge that crosses Soquel Creek at Olive Springs Road. Today the bridge is constructed of cement, but at this time it was a wooden structure that became known as the "Littlejohn Bridge."

The Littlejohns would end up losing their land in both Rancho Soquel (lots "I" and "K") and the land at the junction of the Soquel San Jose and Olive Springs roads to Benjamin F. and George K. Porter. How this event came about we must quote the interview made with Carrie Lodge, granddaughter of Martina, Miguel Lodge's daughter, in 1965.....

"Uncle Littlejohn knew quite a lot outside work. He knew horses like his hands. He knew how to drive, knew outside work, but that's about all. And the burden fell upon Aunt Helena. And I heard how they lost their ranch, known as the "Littlejohn Place." How true it is, I don't know. Uncle Littlejohn wanted a wagon and he got it from one of the Porters'. And he mortgaged the ranch to buy it. Well, I guess he didn't know about mortgages, how quickly the interest mounts up, see, and they had a tremendous big family and that takes an awful lot to raise. So they lost their ranch and the land in Rancho Soquel.....to give credence to Carrie Lodge's account, after partitioning of Rancho Soquel and the Augmentation were made final in late 1864, the entire area along the west side of Borregas Gulch, from well within the Augmentation south to Monterey Bay, by the late 1860s belong to the two Porter partners, Benjamin F. and George K. After exhaustive searches of the deed books, there is no transfer of ownership of lots "I" and "K" from the Littlejohns to the Porters!

Maria Helena Littlejohn would die in Santa Cruz on January 9, 1904, while Joseph would die three years later on the 19th of December, 1906.

NOTE: There is a mystery concerning the name "Littlejohn." In the Summons for Mary Elizabeth Peck's 1895 suit discussed earlier, Maria Luisa Juan's name is listed as Maria Luisa "Littlejohn," living in Merced! Did the Littlejohns, Helena and Joseph divorce?.....or.....Did Maria Luisa marry one of the Littlejohns' sons?

SUPPLEMENT

MIGUEL (MICHAEL) LODGE

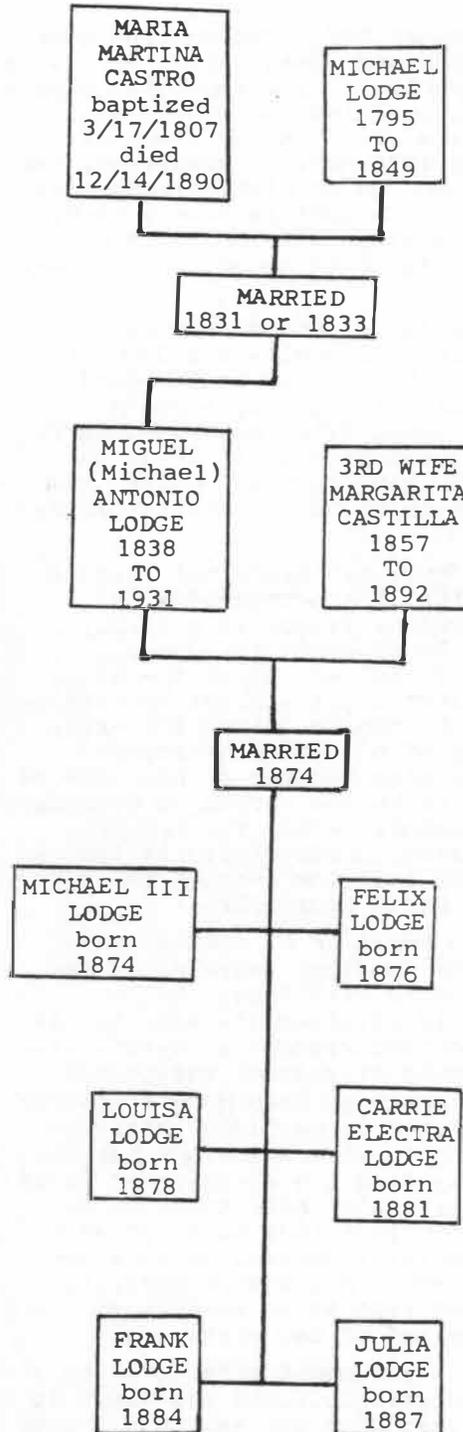
Miguel (he preferred to be called Michael, or just plain "Mike" after his father) Antonio Lodge was Martina's second son and eighth child. Her first four were fathered by Simon Cota, namely Nicanor, Maria Luisa and Carmel and a son that died early. After Simon disappeared in 1830 Martina remarried, her second husband being Michael Lodge, an Irishman born in 1795 in County Cork, Ireleand. Mike was the fourth child born on the ranch in Soquel, born on, or just prior to August 29, 1838. Mike was named after his mother's patron Saint, San Miguel.....and according to the United States Land Claims Commission records, this was one of the titles that Martina used to call her requested additional land in 1843/1844, the others being "Yesca" or "Palo Yesca" which was finalized into the term "Palo de la Yesca."

Because Mike's early years have been discussed in CHAPTER 4....."THE END OF AN ERA 1807 to 1890".....in CHAPTER 19 "MARY ELIZABETH PECK versus FREDERICK A. HIHN et als and in this SUPPLEMENT in the "MARIA ANTONIA PECK" story..... it will not be repeated here, only the portions of his life no covered in the above.

After Mike returned from the Hawaiian Islands (then called the Sandwich Islands) with his mother Martina sometime in late 1855 he lived on the ranch with first Maria Luisa and her husband Ricardo Juan, then until reaching the legal age of 21, he lived with the Pecks. This has been confirmed in a letter written by Augustas Noble and sent to John Wilson dated February 10, 1857....."I have not been able to communicate with young Miguel Lodge because he now lives with the Pecks who keep a sharp eye on him".....the meaning of this letter is discussed fully in the text of this book, in CHAPTER 8 "INGOLDSBY versus RICARDO JUAN.

Mike was living with the Pecks when he turned 21 and Henry Peck either tricked or forced him to sign over his 1/9th claim to land in both of his mother's ranches for \$500 (\$7,000). The existing situation on the ranch and Frederick A. Hihn's comments on the signing were fully discussed in the Maria Antonia Peck portion of this SUPPLEMENT.

Mike married three times, separating from his first wife, then enduring the trajedy of having his second wife die during childbirth. In 1874 at age 36 he married for a third time, to nineteen year old Margarita Castilla. When Margarita died in 1892 at age 35 Mike kept the three boys while the three daughters were taken in by Maria Guadalupe and her husband Joseph Averon. Mike died in Soquel in 1931 at age 93.



SUPPLEMENT

MARIA GUADALUPE AVERON

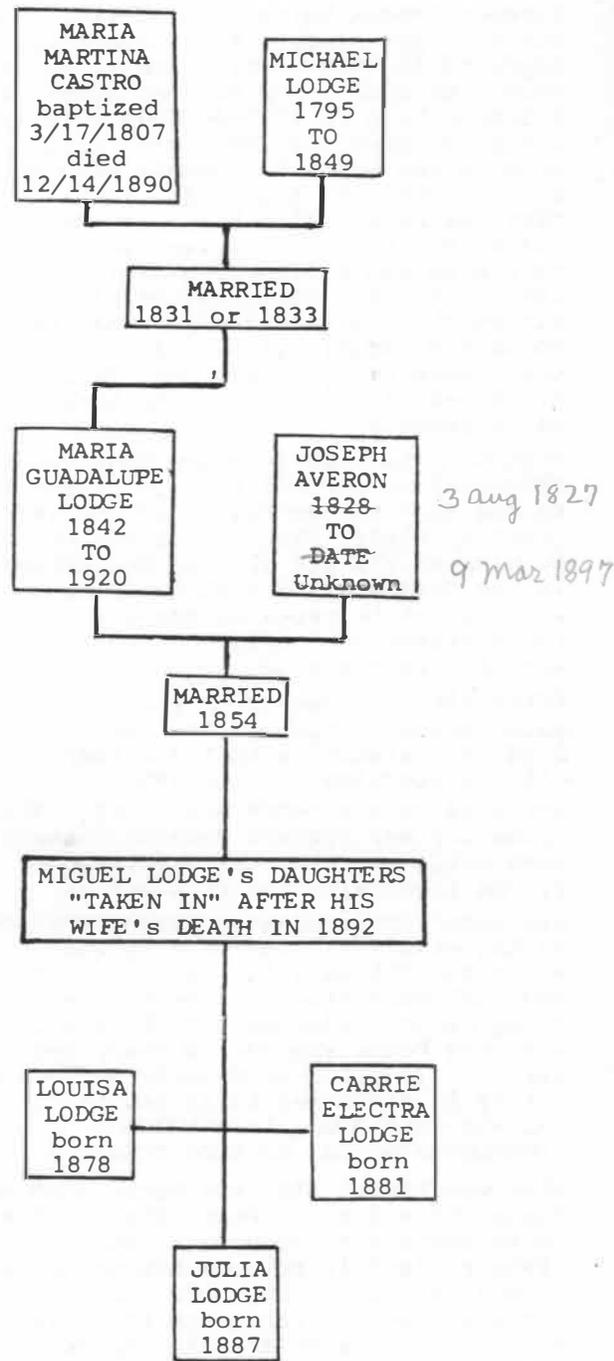
Maria Guadalupe Lodge was Martina's seventh daughter and ninth child. Her first four were fathered by Simon Cota, namely Nicanor, Maria Luisa and Carmel and a son that died early. After Simon disappeared in 1830 Martina remarried, her second husband being Michael Lodge, an Irishman born in 1795 in County Cork, Ireland. Guadalupe was the fifth child born on the ranch in Soquel, born sometime in 1842.

Three additional children would follow: Dolores; Elijenia; and Joaquin. They would all die up in the gold fields prior to Michael Lodge's death in 1849. After her third marriage to Louis Depeaux in 1849, Martina would have her last child number 13 which would die shortly after birth.

alsace In 1854 12 year old Guadalupe married Joseph Averon, born ~~about 1828~~ in ~~Alseca~~ Lorraine, France in a family alleged to be of nobility. Joseph, unlike his father who loved the army, he had no love for it. After he came to the United States he joined the navy, and because of his early training in France, and also because of his love of good food, he became a cook on Commodore Sloat's flagship. After the American flag was raised prematurely in 1846 at Monterey, he left the service and settled in the Santa Cruz area.

Guadalupe's marriage at such an early age to a man fourteen years older may seem strange to many today, but at this early date in California's history, it was a common occurrence.....but..... there seems to be another reason for this early marriage according to Carrie Lodge as stated in her 1965 interview. According to Carrie, Guadalupe married "to get away from the stepfather" Louis Depeaux, Martina's third husband. We also have the fact that three of Martina's daughters, Josefa, Antonia and Helena all moved out before marrying, then married (all at an early age) within a period of two years.....

There is a statement made to me by a local historian.....she was sworn to never repeat what she was told during an interview with Carrie Lodge concerning several daughters, (of Martina) and Louis Depeaux.....the historian did not divulge what was told to her in confidence.....but based on further evidence gathered by me, there is only one conclusion that can be



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MARIA GUADALUPE AVERON

arrived at.....and.....it does not require a "dirty mind" to reach a logical conclusion!

Based on the lives of Martina's first seven children to reach adulthood after marriage, Guadalupe's marriage, for a number of years was the "best" of the lot. What activities Joseph Averon conducted in the area after his marriage to Guadalupe are sketchy, but after Rancho Soquel was partitioned in 1863 his wife was awarded two lots totaling 117.7 acres, and in the Augmentation she received Tract 7 totaling 1,308 acres. Guadalupe's award in the latter area included almost all of the upper reaches of Bates Creek and most of what would later become known as "Grover Gulch."

In Rancho Soquel they would sell the lot on the headwaters of Noble Gulch, keeping the lot within the vicinity of Bay and Capitola avenues. On this lot they would later build a large, stately home that stands to this day near the top of the hill on Capitola Avenue. Before they built this large fine home, they lived in a small wooden structure at the base of the hill. It is in this structure, "foreign" to Martina that she would live out most of the rest of her life after being released from the Stockton Insane Asylum on November 8, 1856.....Martina, after living her early years in an adobe built home would feel that a wooden structure was "strange."

Concerning Guadalupe's award of Tract 7 in the Augmentation, on December 8, 1865 she and her husband sell to the Grover brothers Stephen and James and James son Dwight, the stumpage rights to the lower 500 acres (later they will be paid for selling the stumpage rights \$26,910 (\$376,740). On April 13, 1869 the Averons' sell a total of 598 acres of the upper portion of the tract to Benjamin F. Porter for \$10,000 (\$140,000). The Averons' would retain ownership of the land within the vicinity occupied today by Kennolyn Camp well into the early 1900s.

The Averons did not have any children of their own, but after Miguel's wife Margarita died in 1892, they took in the three daughters: Carrie Electra; Louisa; and Julia.....Miguel (Mike) kept the three boys. Joseph Averon, in his youth was an extremely "thin looking" handsome man, but as the years passed, paying little attention to his diet, he soon acquired an over weight problem. He had two strokes including a cerebral hemorrhage that would affect his mind during the last years of his life. According to Carrie Lodge, Guadalupe and Joseph were very much in love, with Joseph constantly catering to Guadalupe. After the strokes, and especially after the cerebral hemorrhage, she, with the help of the three Lodge girls, they were able to return the love and affection that Joseph had shown towards Guadalupe over the years.

A comment that was made by Carrie Lodge during her 1965 interview is interesting....."Joseph, refusing to go to a doctor until it was too late, could have lived a much longer life if only he had.....anybody that has had to care for a loved one under the above circumstances knows that there is only "heartache" involved.

When Guadalupe died in 1920 at age 78, she had a mausleum waiting for herself in the Holy Cross Cementery on 7th Avenue in Santa Cruz. When she was laid to rest there, she had Martina and her husband exhumed and all three are buried together in the tomb today.

Rodriguez

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101	CALIFORNIA REPORTS (Supreme Court Cases) VOLUME 12, 1859 INGOLDSBY versus JUAN et al
102	PECK versus HIHN (Rancho Soquel Suit) et al PARTITIONING SUIT....transcript on film at Santa Cruz County Superior Court....Case No. 280
103	APPEAL- PECK versus HIHN (Rancho Soquel Suit) et al PARTITIONING SUIT <ul style="list-style-type: none"> ● HENRY W. PECK and MARIA ANTONIA PECK, his wife versus JOHN P.P. VANDENBERG, and F.A. HIHN et alstranscript on film at Santa Cruz County Superior Court....Case No. 280
104	CALIFORNIA REPORTS (Supreme Court Cases) VOLUME 30, 1866 HENRY W. PECK and MARIA ANTONIA PECK, his wife versus JOHN P.P. VANDENBURG, and F.A. HIHN et als
105	APPEAL- PECK versus HIHN (Rancho Soquel Suit) et al PARTITIONING SUIT <ul style="list-style-type: none"> ● HENRY W. PECK et al versus THOMAS COURTIS et alstranscript on film at Santa Cruz County Superior Court....Case No. 280
106	APPEAL- PECK versus HIHN (Rancho Soquel Suit) et al PARTITIONING SUIT <ul style="list-style-type: none"> ● INGOLDSBY versus RICARDO JUAN et al....transcript at Map Room McHenry Library UCSC
107	CALIFORNIA REPORTS (Supreme Court Cases) VOLUME 31, 1867 HENRY W. PECK et al versus THOMAS COURTIS et als
108	HIHN versus PECK (Augmentation Suit) et al PARTITIONING SUIT....transcript on film at Santa Cruz County Superior Court....Case No. 308
109	APPEAL- HIHN versus PECK (Augmentation Suit) et al PARTITIONING SUIT <ul style="list-style-type: none"> ● F.A. HIHN versus HENRY PECK and FRANCIS BRADY et als....transcript on film at Santa Cruz County Superior Court....Case No. 308
110	CALIFORNIA REPORTS (Supreme Court Cases) VOLUME 30, 1866 FREDERICK A. HIHN versus HENRY W. PECK and FRANCIS BRADY et als
111	APPEAL- HIHN versus PECK (Augmentation Suit) et al PARTITIONING SUIT <ul style="list-style-type: none"> ● FREDERICK A. HIHN versus THOMAS COURTIS et als.... transcript on film at Santa Cruz County Superior Court....Case No. 308
112	CALIFORNIA REPORTS (Supreme Court Cases) VOLUME 31, 1867 FREDERICK A. HIHN versus THOMAS COURTIS et als
113	ENNESS LODGE versus LOUIS DEPEAUX....transcript on film at Santa Cruz County Superior Court....Case No. 1
114	DEPEAUX and CASTRO versus FRANKLIN BALL....transcript on film at Santa Cruz County Superior Court....Case No. 15
115	HENRY HILL versus LOUIS DEPEAUX and MARTINA CASTRO.... transcript on film at Santa Cruz County Superior CourtCase No. 21

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Find Number In Text	Lawsuits, Appeals and Supreme Court Decisions
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117	JOHN HAMES versus MARTINA CASTRO....transcript on film at Santa Cruz County Superior Court....Case No. 78
118	CALIFORNIA REPORTS (Supreme Court Cases) VOLUME 5, 1855 JOHN HAMES versus MARTINA CASTRO
119	MARIA COTA LAJEUNESSE, Plaintiff versus FRANCISCO LAJEUNESSE, Defendant....transcript on film at Santa Cruz County Superior Court....Case No. 303
120	JOHN INGOLDSBY versus WILLIAM OTIS ANDREWS....transcript on film at Santa Cruz County Superior Court....Case No. 219
121	HINCKLEY and SHELBY versus RICHARD SAVAGE....transcript on film at Santa Cruz County Superior Court....Case No. 315
122	BENJAMIN CAHOON versus RICHARD SAVAGE....transcript on film at Santa Cruz County Superior Court....Case No. 333
123	ANTONIA PECK versus F.A. HIHN et als....transcript on film at Santa Cruz County Superior Court....Case No. 608
124	BENJAMIN F. BAYLEY versus F.A. HIHN et als....transcript on film at Santa Cruz County Superior Court....Case No. 609
125	In the Matter of the Estate of MARTINA CASTRO DEPEAUX, Deceased....Petition for Special Letters of Administration by M. ELIZABETH PECK....transcript on file at Santa Cruz County Superior Court
126	In the Matter of the Estate of MARTINA CASTRO DEPEAUX, Deceased, Filed in the Superior Court, Third District, AUGUST 22, 1896....copy of defendants attorney Charles B. Younger portion of trial in VOLUME 17 of Charles B. Younger Reports, available in McHenry Library, Special Collections Room, UCSC
127	CALIFORNIA REPORTS (Supreme Court Cases) VOLUME 126, 1899 M. ELIZABETH PECK, as Special Administratrix, et cetera, of MARTINA CASTRO DEPEAUX, Deceased, Appellant, versus H. Agnew et al., Respondents
128	CALIFORNIA REPORTS (Supreme Court Cases) VOLUME 126, 1899 PECK versus ADAMS Motion to Dismiss Appeal denied and Judgment Modified on the Authority of PECK versus AGNEW, 126 Cal. 607, S.F. No. 1927
Land Claims, State Laws and Treaty With Mexico	
141	TRANSCRIPT of the PROCEEDINGS of MARTINA CASTRO, CLAIMANT versus the UNITED STATES, Defendant for the place named SOQUEL (Rancho) Case No. 184, No. 295 ND transcript available at Bancroft Library, University of California at Berkeley
142	TRANSCRIPT of the PROCEEDINGS of MARTINA CASTRO, CLAIMANT versus the UNITED STATES, Defendant for the

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	place named SHOQUEL (Augmentation) Case No. 593, No. 295 ND transcript available at Bancroft Library, University of California at Berkeley
143	An ACT Concerning Conveyances....Passed APRIL 16, 1850 transcript available at Law Library
144	An ACT Defining the Rights of Husband and Wife.... Passed APRIL 17, 1850 transcript available at Law Library
145	TREATY WITH MEXICO....Treaty of Peace, Friendship, Limits, and Settlement dated at Guadalupe Hidalgo, 2nd FEBRUARY, 1848
	Letters
151	LOUIS DEPEAUX to JOHN WILSON dated JULY 22, 1853.... File CB 420, Bancroft Library
152	LOUIS DEPEAUX to JOHN WILSON dated DECEMBER 30, 1853.... File CB 420, Bancroft Library
153	LOUIS DEPEAUX to JOHN WILSON dated JULY 5, 1856....File CB 420, Bancroft Library
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155	ROBERT F. PECKHAM to JOHN WILSON dated FEBRUARY 12, 1857File CB 420, Bancroft Library
156	JOHN INGOLDSBY to JOHN WILSON dated APRIL 4, 1857.... File CB 420, Bancroft Library
157	JOHN INGOLDSBY to JOHN WILSON dated APRIL 16, 1857.... File CB 420, Bancroft Library
158	CHARLES MCKIERNAN (Mountain Charley) to JOHN WILSON dated JULY 24, 1857....File CB 420, Bancroft Library
159	CHARLES MCKIERNAN (Mountain Charley) to JOHN WILSON dated NOVEMBER 1, 1857....File CB 420, Bancroft Library
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163	AUGUSTAS NOBLE to JOHN WILSON, dated MARCH 20, 1858.... File CB 420, Bancroft Library
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165	AUGUSTAS NOBLE to JOHN WILSON dated MAY 13, 1858.... File CB 420, Bancroft Library
166	CHARLES MCKIERNAN (Mountain Charley) to JOHN WILSON dated MAY 23, 1858....File CB 420, Bancroft Library
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170	AUGUSTAS NOBLE to JOHN WILSON dated SEPTEMBER 15, 1858.. File CB 420, Bancroft Library
171	FREDERICK A HIHN to JOHN WILSON dated APRIL 19, 1859.... File CB 420, Bancroft Library
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175	Stockton Development Center (Stockton Insane Asylum) to Charles Keiffer concernining Martina Castro admittance and release dated AUGUST 25, 1992
176	REVERAND THOMAS A MARSHALL, S.J. Province Archivist, Los Gatos.....several letters concerning John Ingoldsbu, John Llebaria and Archbishop Joseph S. Alemanv
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178	REVERAND THOMAS A MARSHALL, S.J. Province Archivist, Los Gatos....a preliminary sketch of Father Juan Francisco Llebaria
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180	KENNETH CASTRO to RONALD POWELL in answer to inquires... letter dated MAY 22, 1992
181	REBECCA LIVINGSTON, MILITARY REFERENCE BRANCH, Textual Reference Division, National Archives, Washington, D.C. 20408 to RONALD POWELL concerning Louis Depeaux tenure in U.S. Navy
182	LOUIS DEPEAUX to JOHN WILSON dated DECEMBER 14, 1854.... copy of unsent letter courtesy of Leonard A. Greenberg, P.O. Box 2355, Aptos, Ca. 95001
	Books
201	A HOWLING WILDERNESS by Stephen Payne
202	ARCHAEOLOGICAL & HISTORICAL SURVEY of the SOQUEL DEM- OSTRATION STATE FOREST....Santa Cruz County by Brian D. Dillon Ph.D
203	CALIFORNIA CAVALIER...the Journal of Captain Thomas Fallon by Thomas McEnery
204	CASTRO of CALIFORNIA....A Genealogy by Kenneth M. and Doris Castro
205	GHOST TOWNS of the SANTA CRUZ MOUNTAINS by John V. Young
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207	SANTA CRUZ COUNTY....Parade of the Past by Margaret Koch
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211	LANDS in CALIFORNIA by W.W. Robinson published by U.C. Press 1948 (Chapter VIII).
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213	Describing of Martina Castro's homestead and adobe home found in book in Los Altos Library.....title and author unknown
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215	HISTORY of SANTA CRUZ COUNTY by E.S. Harrison
216	CALIFORNIA CENTRAL COAST RAILWAYS by Rick Hamman
217	SCHOOL LAND WARRANTS of SANTA CRUZ COUNTY as recorded by County Surveyor Thomas W. Wright....book of maps and notes available at County Recorders Office (northeast corner), Santa Cruz County offices
Interviews	
231	CARRIE ELECTA LODGE Interviewed by several persons in 1965....available at Special Collections Room, McHenry Library, UCSC
232	Various Interviews conducted with the Reverend Thomas A. Marshall, S.J. Province Archivist Los Gatos
233	Telephone Interviews with Father Harry Morrison, Santa Maria Church, 20 Santa Maria Way, Orinda California
234	Telephone Interview with Donald M. Hayes, 1041 Arkell Road, Walnut Creek, California....descent of Jean Richard Fourcade (Ricardo Juan)
235	Telephone Interviews with Edna Kimbro
236	Interviews and personal discussions with Bill Wulf
237	Interviews and personal discussions (over a period of 15 plus years) with Stanly Stevens, McHenry Library Map Room, UCSC....Archivist and Frederick A. Hihn historian now retired
Maps	
251	EXHIBIT "A" by Thomas W. Wright dated 1863/1864 produced for HIHN versus PECK et al Partitioning Suit....there are various editions of this map, several, but surely not all, have been reviewed and analyzed
252	PLAT of the SHOQUEL AUGMENTATION RANCHO as finally confirmed to Martina Castro, Surveyed under instructions from the U.S. Surveyor General February and December 1858
253	PLAT' of the SHOQUEL RANCHO finally confirmed to Martina Castro, Surveyed under the instructions from the U.S. Surveyor General February and December 1858

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Find Number In Text	Maps
254	EXHIBIT "B" by Thomas W. Wright dated 1863 produced for PECK versus HIHN et al Partitioning Suit
255	Map of Santa Cruz County 1881 compiled by Thomas W. Wright, M.V. Bennett and L.B. Healy, April 1880 to April 1881, Santa Cruz 1881, 64 sheets
256	Map of the boundry (line) between Santa Clara and Santa Cruz Counties, jointly surveyed by order of the respective Board of Supervisors by T.W. Wright County Surveyor, Santa Cruz County and Charles Hermann, County Surveyor, Santa Clara County, 1880
257	U.S. Geological Survey Map Laurel Quadrangle 7.5 Minute Series (Topographic) 1955, photorevised 1968
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263	Map of EARLY TRAILS, Santa Cruz Mountains from "The Burrell Letters" Edited by Reginald R. Stuart for the California Historical Society Quarterly Vol. 29 (1950) pages 39 through 59 (continued in Vol. 30)....map is page 51
264	U.S. Geological Survey Maps dated 1914 (Capitola sheet) and 1915-1916 Rancho Soquel and Shoquel Augmentation sheets
265	Map of Franciscan Trail route from the Burrell Letters, edited by Reginald R. Stuart, Westgate Press, Oakland California 1950
Newspaper Articles	
281	SANTA CRUZ SENTINEL....date unknown....article about life and times of Carmel and Thomas Fallon by Margaret Koch
282	SANTA CRUZ SENTINEL or SAN JOSE MERCURY NEWS....date unknown....published just before Carmel Fallon's death in 1923....concerns the life and times of Carmel Fallon
283	"PORTOLA'S SEARCH LAUNCHED BY A LIE" Cabrillo Times & Green Sheet, dated Thursday, APRIL 1, 1976
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285	"RAFAEL CASTRO...DON OF APTOS" Cabrillo Times & Green Sheet, Thursday, July 30, 1970

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286	Article published in the Santa Cruz Surf dated JUNE 18, 1894 titled "AT CAPITOLA" concerning 25th Anniversary Speech made by Frederick A. Hihn concerning Miguel Lodge and Henry Peck
287	Article published in the Santa Cruz Sentinel dated JUNE 13, 1862 concerning discovery of coal mines along Valencia Creek
288	Article titled MOTHER of CASTRO FAMILY was BURIED IN SANTA CRUZ" by Leon Rowland, Santa Cruz Sentinel, date unknown
289	FIRST PECKHAM HAD MANY JOBS....Article in San Jose Mercury News....OUT OF THE PAST....dated Monday, FEBRUARY 21, 1994 (Robert F. Peckham's life and times)
Miscellaneous	
301	DESCENDANCY CHART of Frederick A. Hihn's Family dated MAY 14, 1989 by unknown family member
302	THE LEGEND of MOUNTAIN CHARLEY by Barbara Bailey Kelly....available at Forbes Mill Museum, 75 Church Street, Los Gatos
303	Collection of Research Material concerning Mountain Charley available at Forbes Mill Museum, 75 Church Street, Los Gatos
304	SANTA CRUZ MOUNTAINS and CHARLES MCKIERNAN, A BIOGRAPHY 1851, JUNE compiled by Bill Wulf
305	Marriages at Monterey Mission....Roll No. 913161 Carmel by the Sea....Ricardo Juan to Maria Luisa Cota
306	The Larken Papers, page 320 titled "HENRY DELANO FITCH to JAMES MCKINLEY" dated NOVEMBER 17, 1842
307	California History Quartely "THE FRENCH CONSULATE IN CALIFORNIA, 1843-1856" page 271 dated OCTOBER 15, 1848
308	California History Quartely "A FRENCHMAN IN THE GOLD RUSH," pages 363, 364 and 365 dated about 1853
309	COUNTY of SANTA CRUZ Marriage and Death records at County Recorders Office 701 Ocean Street, Santa Cruz
310	Article from HISTORY OF SANTA CLARA COUNTY, CALIFORNIA the biographical sketches of early and prominent settlers San Francisco, Alley, Bowen & Company.....1881.... UCSC Spec Coll F868.S25h67....article concerns the life and times of ROBERT F. PECKHAM
311	JUDGE ROBERT F. PECKHAM....An Eventual Life....available at the Bancroft Library dated 1877

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RANCHO SOQUEL GRANT	11/23/1833	MEXICAN GOVERNMENT	MARTINA CASTRO	BIBLIOGRAPHY No. 141
RANCHO SOQUEL GRANT (final award)	8/2/1834	MEXICAN GOVERNMENT	MARTINA CASTRO	BIBLIOGRAPHY No. 141
AUGMENTATION GRANT	2/9/1844	MEXICAN GOVERNMENT	MARTINA CASTRO	BIBLIOGRAPHY No. 142
AGREEMENT	11/1/1846	MICHAEL LODGE	JOHN HAMES	BOOK 1 PAGE 88
TREATY of PEACE, FRIENDSHIP, LIMITS, and SETTLEMENT signed at GUADALUPE HIDALGO	2/2/1848			BIBLIOGRAPHY No. 145 SEE APPENDIX 'B'
AGREEMENT	2/16/1848	MICHAEL LODGE	JOHN HAMES	BOOK 1 Page 89
MARRIAGE	10/14/1849	MARTINA CASTRO LODGE and LOUIS DEPEAUX		MISSION SAN JUAN BAUTISTA
CALIFORNIA Admitted to the Union	2/5/1850			
BRANCIFORTE COUNTY Admitted	2/18/1850			
BRANCIFORTE COUNTY changed to SANTA CRUZ COUNTY	4/5/1850			
An ACT Concerning Conveyances	4/16/1850	CALIFORNIA STATE LEGISLATURE		BIBLIOGRAPHY No. 143 SEE APPENDIX 'B'
An ACT Defining the Rights of Husband & Wife	4/17/1850	CALIFORNIA STATE LEGISLATURE		BIBLIOGRAPHY No. 144 SEE APPENDIX 'B'
ARTICLE of AGREEMENT	8/28/1850	MARTINA CASTRO DEPEAUX	NICANOR LAJEUNESSE LUISA JUAN CARMEL FALLON JOSEFA CLEMENTS ANTONIA LODGE HELENA LODGE MIGUEL LODGE GUADALUPE LODGE	Original lost, copy found at Special Collections Room, UCSC SEE APPENDIX 'B'
DEED	8/29/1850	MARTINA CASTRO DEPEAUX	NICANOR LAJEUNESSE LUISA JUAN CARMEL FALLON JOSEFA CLAMENTS ANTONIA LODGE HELENA LODGE MIGUEL LODGE GUADALUPE LODGE	BOOK 1 PAGES 38, 39 and 40 SEE APPENDIX 'B'
ACKNOWLEDGMENT	11/28/1850	Acknowledged by Judge T.R. PERLEE	Acknowledgment of 8/29/1850 DEED	BOOK 1 PAGE 68 SEE APPENDIX 'B'
DEED	11/29/1850	MARTINA CASTRO and LOUIS DEPEAUX	THOMAS and CARMEL FALLON	BOOK 1 PAGE 69

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Action	Date	Grantor	Grantee	Recorded
LEASE	2/5/1852	MARTINA CASTRO and LOUIS DEP- EAUX	GERVIS HAMMOND	BIBLIOGRAPHY No. 141
DEED	3/30/1852	JOSEFA & LAM- BERT CLEMENTS	FRUITT SINCLAIR & JONES HOY	BOOK 1 PAGE 307
SCHOOL LAND WARRANT LAW ESTABLISHED	5/8/1852	STATE of CALIF- ORNIA	APPLICANTS	
SCHOOL LAND WARRANT No. 228 Purchased	6/28/1852	STATE of CALIF- ORNIA	PETER TRACY	BIBLIOGRAPHY No. 217
SCHOOL LAND WARRANT No. 90 Purchased	8/3/1852	STATE of CALIF- ORNIA	GERVIS HAMMOND THOMAS W. WRIGHT MONTGOMERY B. SHACKLEFORD	BIBLIOGRAPHY No. 217
SCHOOL LAND WARRANT No. 37 Purchased	8/3/1852	STATE of CALIF- ORNIA	CRAVEN P. HESTER	BIBLIOGRAPHY No. 217
DEED	9/10/1852	LUISA & RICARDO JUAN	MONTGOMERY B. SHACKLEFORD	BOOK 1 PAGE 410
DEED	9/10/1852	MONTGOMERY B. SHACKLEFORD	LUISA & RICARDO JUAN	BOOK 1 PAGE 412
QUIT CLAIM DEED	9/19/1852	NICANOR & FRAN- CISCO LAJEUN- ESSE	THOMAS W. WRIGHT PETER TRACY MONTGOMERY B. SHACKLEFORD	BOOK 1 PAGES 423 and 424
AGREEMENT	10/28/1852	MARTINA CASTRO DEPEAUX	DURRELL GREG- ORY and JOHN WILSON	AGREEMENTS BOOK No. 1 SEE APPENDIX B
SCHOOL LAND WARRANTS No. 327 and No. 329 Purch- ased	11/19/1852	STATE of CALIF- ORNIA	PETER TRACY	BIBLIGRAPHY No. 217
SCHOOL LAND WARRANTS No. 353, 354 and 108 Purchased	1/27/1852	STATE of CALIF- ORNIA	THOMAS FALLON	BIBLIOGRAPHY No. 217
SCHOOL LAND WARRANTS No. 228, 327 and 329 Filed	12/20/1852	STATE of CALIF- ORNIA	PETER TRACY	BIBLIOGRAPHY No. 217
SCHOOL LAND WARRANTS No. 353, 354 and 108 Filed	12/20/1852	STATE of CALIF- ORNIA	THOMAS FALLON	BIBLIOGRAPHY No. 217
SCHOOL LAND WARRANTS No. 353, 354 and 108 Sold	2/4/1853	THOMAS FALLON	PETER TRACY & THOMAS W. WRIGHT	BOOK 2 PAGE 8
DEED	2/13/1853	ANTONIA & HENRY PECK	MONTGOMERY B. SHACKLEFORD	BOOK 2 PAGE 15
SCHOOL LAND WARRANT No. 37 Filed	4/28/1853	STATE of CALIF- ORNIA	CRAVEN P. HESTER	BIBLIOGRAPHY No. 217
AGREEMENT	6/16/1853	PETER TRACY & THOMAS W. WRIGHT	JOEL BATES WILSON K. HERRICK GEORGE K. GLUYAS	BIBLIOGRAPHY No. 106 & 108

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Action	Date	Grantor	Grantee	Recorded
DEED	7/25/1853	JONES HOY	JOSEPH L. MAJORS	BOOK 2 PAGE 180
MORTGAGE DEED	7/25/1853	JOSEPH L. MAJORS	JONES HOY	BOOK 2 PAGE 182
DEED	8/1/1853	CARMEL & THOMAS FALLON	JOSHUA PARRISH	BOOK 2 PAGE 187
DEED	10/31/1853	MARTINA CASTRO and LOUIS DEPEAUX	JANE SMITH	BOOK 2 PAGE 274
DEED	12/30/1853	LUISA & RICARDO JUAN	MONTGOMERY B. SHACKLEFORD	BOOK 2 PAGE 337
DEED	1/21/1854	NICANOR and FRANCISCO LAJ-EUNESSE	DR. JOHN P.P. VANDENBERG	BOOK 5 PAGE 87
DEED	1/31/1854	NICANOR and FRANCISCO LAJ-EUNESSE	DR. JOHN P.P. VANDENBERG	BOOK 2 PAGE 347
DEED	3/7/1854	MARTINA CASTRO and LOUIS DEPEAUX	HENRY CAMBUS-TAN	BOOK 4 PAGE 728
SCHOOL LAND WARRANTS Sale of 1/2 of No. 353, 354 and 108	11/30/1854	THOMAS W. WRIGHT	PETER TRACY	BOOK 2 PAGE 540
SCHOOL LAND WARRANTS No. 353 and 354 Sale	11/30/1854	PETER TRACY	THOMAS FALLON	BOOK 2 PAGE 540
SCHOOL LAND WARRANT No. 90 Sale	12/11/1854	MONTGOMERY B. SHACKLEFORD	PETER TRACY	BOOK 4 PAGE 146
DEED	1/22/1855	MARTINA CASTRO and LOUIS DEPEAUX	REVERAND JOHN INGOLDSBY FATHER JOHN LLEBARIA	BOOK 3 PAGES 4 and 5 SEE APPENDIX B
DEED	1/22/1855	MARTINA CASTRO and LOUIS DEPEAUX	FATHER JOHN LLEBARIA & ARCHBISHOP JOSEPH ALEMANY	BOOK 3 PAGES 5 and 6 SEE APPENDIX B
DEED	1/29/1855	MONTGOMERY B. SHACKLEFORD	GEORGE KIRBY	BOOK 5 PAGE 69
SCHOOL LAND WARRANT No. 108 Sale of partial interest	2/1/1855	PETER TRACY	HENRY F. PARSONS	BOOK 3 PAGE 11
ADDITION TO AGREEMENT of 10/28/1852	5/21/1855	ARCHBISHOP JOSEPH ALEMANY	DURRELL S. GREGORY and JOHN WILSON	AGREEMENT BOOK No. 1 SEE APPENDIX B
DEED	8/11/1855	LUISA & RICARDO JUAN JOSEFA & LAMBERT CLEMENTS GUADALUPE & JOSEPH AVERON JOSEPH L. MAJORS PRUITT SINCLAIR	DURRELL S. GREGORY	BOOK 3 PAGE 121

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Action	Date	Grantor	Grantee	Recorded
SCHOOL LAND WARRANTS No. 353 and 354 Sale	9/10/1855	THOMAS FALLON	HENRY W. PECK	BOOK 3 PAGE 115
DEED	9/10/1855	FATHER JOHN LLEBARIA and ARCHBISHOP JOSEPH ALEMANY	REVERAND JOHN INGOLDSBY	BOOK 3 PAGES 110 and 111 SEE APPENDIX B
AGREEMENT	9/11/1855	REVERAND JOHN INGOLDSBY	FATHER JOHN LLEBARIA ARCHBISHOP JOSEPH ALEMANY JOHN WILSON JAMES SCARBOROUGH	BOOK 1 PAGES 28 and 29 SEE APPENDIX B
DEED	5/3/1856	REVERAND JOHN INGOLDSBY	AUGUSTAS NOBLE	BOOK 3 PAGES 515 and 516
DEED	5/3/1856	JOHN WILSON JAMES SCARBOROUGH	AUGUSTAS NOBLE	BOOK 3 PAGE 513
DEED	5/3/1856	REVERAND JOHN INGOLDSBY	WILLIAM OTIS ANDREWS	BOOK 5 PAGES 39 and 40
DEED	5/3/1856	JOHN WILSON JAMES SCARBOROUGH	WILLIAM OTIS ANDREWS	BOOK 5 PAGES 40 and 41
DEED	5/3/1856	REVERAND JOHN INGOLDSBY	BENJAMIN P. GREEN	BOOK 3 PAGES 559 and 560
DEED	5/3/1856	JOHN WILSON JAMES SCARBOROUGH	BENJAMIN P. GREEN	BOOK 3 PAGE 563
DEED	5/5/1856	BENJAMIN P. GREEN	ADOLPHE F. BRANDA	BOOK 3 PAGES 507, 508 and 509
DEED	5/5/1856	BENJAMIN P. GREEN	MARY E.J. SLADE	BOOK 5 PAGES 136 and 137
DEED	5/5/1856	BENJAMIN P. GREEN	CHARLES PLUM	Not Recorded in Santa Cruz County
DEED	5/13/1856	BENJAMIN P. GREEN	HENRY LAWRENCE	BOOK 5 PAGE 137
SHERIFF'S DEED	5/29/1856	FRUITT SINCLAIR	FREDERICK A. HIHN	BOOK 3 PAGE 279
DEED	9/5/1856	DR. JOHN P.P. VANDENBERG	FREDERICK A. HIHN	BOOK 4 PAGE 549
DEED	9/29/1856	WILLIAM OTIS ANDREWS	ADOLPHE F. BRANDA	BOOK 3 PAGES 505 and 506
INDEMNIFICATION BOND	1/24/1856	HENRY W. PECK F.H. WILSON	PETER TRACY	BIBLIOGRAPHY No. 106
AGREEMENT	9/2/1857	REVERAND JOHN INGOLDSBY	ARCHBISHOP JOSEPH ALEMANY	BOOK 3 PAGE 587 SEE APPENDIX B
SCHOOL LAND WARRANT No. 37 Floated	10/20/1857	STATE of CALIFORNIA	CRAVEN P. HESTER	BIBLIOGRAPHY No. 217

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Action	Date	Grantor	Grantee	Recorded
DEED of SALE	1/1/1858	LUISA & RICARDO JUAN	BENJAMIN F. PORTER	BOOK 4 PAGE 378
DEED	1/8/1858	HELENA & JOSE LITTLEJOHN	FREDERICK A. HIHN	BOOK 3 PAGE 671
DEED	2/5/1858	MARTINA CASTRO and LOUIS DEPEAUX	HENRY CAMBUS-TAN	Deed of 3/7/54 BOOK 4 PAGE 728 Notarized in San Francisco (Louis Depeaux)
CONFORMATION of SALE	2/13/1858	PROBATE COURT in San Francisco-ADOLPHE F. BRANDA		BOOK 4 PAGE 241
DEED	5/24/1858	JAMES SCARBOROUGH	CYRUS COE	BOOK 3 PAGE 781
DEED	5/26/1858	CYRUS COE	THOMAS COURTIS	BOOK 5 PAGE 138
DEED	5/26/1858	JOSEPH L. MAJORS	CHARLES H. WILLSON	BOOK 3 PAGE 784
Final DEED of SALE	6/1/1858	RICARDO JUAN	BENJAMIN F. PORTER	BOOK 3 PAGE 788
DEED	6/9/1858	BENJAMIN P. GREEN	WILLIAM IRELAND	BOOK 4 PAGE 305
DEED	6/19/1858	AUGUSTAS NOBLE	ROGER G. HINCKLEY JOHN L. SHELBY	BOOK 4 PAGE 13
AGREEMENT	7/3/1858	JOSEPH L. MAJORS	FREDERICK A. HIHN	BOOK 4 PAGE 39
DEED	8/6/1858	JOSEPH L. MAJORS	FREDERICK A. HIHN	BOOK 4 PAGE 328
DEED	8/7/1858	AUGUSTAS NOBLE	CRAVEN P. HESTER	BOOK 4 PAGE 38
DEED	9/28/1858	CRAVEN P. HESTER	BENJAMIN FARLEY	BOOK 4 PAGE 129
SHERIFF's DEED	11/1/1858	JOSEPH L. MAJORS	CHARLES H. WILLSON	BOOK 4 PAGE 329 (Sherriff deed for deed of 5/26/1858)
SHERIFF's DEED	1/28/1859	ADOLPHE F. BRANDA	FREDERICK A. HIHN	BOOK 4 PAGE 429
SCHOOL LAND WARRANTS No. 228, 327, 329 and 108 Floated	2/12/1859	STATE of CALIFORNIA	PETER TRACY	BIBLIOGRAPHY No. 217
SCHOOL LAND WARRANTS No. 353 and 354	2/18/1859	STATE of CALIFORNIA	HENRY W. PECK	BIBLIOGRAPHY No. 217
DEED	4/13/1859	ANTONIA & HENRY PECK	LYMAN BURRELL	BOOK 4 PAGE 340
DEED	4/21/1859	WILLIAM OTIS ANDREWS	GEORGE K. PORTER	BOOK 4 PAGE 394

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Action	Date	Grantor	Grantee	Recorded
DEED	4/29/1859	LUISA and RICARDO JUAN	FREDERICK A. HIHN	BOOK 4 PAGE 380
TAX COLLECTORS DEED	6/28/1859	ADOLPHE F. BRANDA	FREDERICK A. HIHN	BOOK 4 PAGE 429
PROBATE COURT DEED	7/18/1859	ADOLPHE F. BRANDA	FREDERICK W. MACONDRAY	BOOK 4 PAGE 467
DEED	8/13/1859	DURRELL S. GREGORY	BENJAMIN F. PORTER	BOOK 4 PAGE 556
DEED	8/17/1859	MIGUEL LODGE RICARDO JUAN	HENRY CAMBUSTAN	BOOK 4 PAGE 524
DEED	8/26/1859	FREDERICK A. HIHN	FREDERICK W. MACONDRAY	BOOK 4 PAGE 513
DEED	8/29/1859	MIGUEL LODGE	HENRY W. PECK	BOOK 4 PAGE 500
DEED	9/14/1859	ANTONIA and HENRY PECK	WESLEY BURNETT & COMPANY	BOOK 5 PAGE 88
SHERIFF'S DEED	9/29/1859	FRUITT SINCLAIR	FREDERICK A. HIHN	BOOK 4 PAGE 502
DEED for land next to Augmentation	10/19/1859	WESLEY BURNETT & COMPANY	FRANCIS BRADY BENJAMIN NICHOLS	BOOK 4 PAGE 547
DEED	10/19/1859	WESLEY BURNETT & COMPANY	FRANCIS BRADY BENJAMIN NICHOLS	BOOK 4 PAGE 547
AGREEMENT	11/14/1859	ROGER HINCKLEY JOHN SHELBY	RICHARD SAVAGE	AGREEMENT BOOK No. 1 PAGE 14
RELEASE OF LEASE AGREEMENT	11/21/1859	HENRY PECK	JOEL BATES	MORTGAGE BOOK No. 1 PAGE 21
DEED	11/21/1859	ANTONIA and HENRY PECK	JOEL BATES	BOOK 4 PAGE 565
DEED	12/10/1859	ROGER HINCKLEY JOHN SHELBY	RICHARD SAVAGE	BOOK 4 PAGE 582
DEED	1/20/1860	BENJAMIN F. PORTER	JAMES TAYLOR	BOOK 4 PAGE 604
SCHOOL LAND WARRANTS	5/1/1860	1/4 of PETER TRACY'S ESTATE	JOEL BATES	BOOK 4 PAGE 745
SCHOOL LAND WARRANTS	5/5/1860	1/4 of PETER TRACY'S ESTATE	AUGUSTAS NOBLE	BOOK 5 PAGE 283
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SCHOOL LAND WARRANTS	5/5/1860	1/4 of PETER TRACY'S ESTATE	JOEL BATES JOHN P. STEARNS	BOOK 4 PAGE 782
DEED	6/4/1860	WILLIAM IRELAND	AUGUSTAS NOBLE	BOOK 5 PAGE 3
DEED	7/24/1860	LUISA & RICARDO JUAN	FREDERICK A. HIHN	BOOK 5 PAGE 20

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DEED	7/24/1860	FRANCISCO LAJEU NESSE	FREDERICK A. HIHN	BOOK 5 PAGE 24
DEED	7/24/1860	FREDERICK A. HIHN	HENRY W. PECK	BOOK 5 PAGE 26
DEED	9/7/1860	ARCHBISHOP JOS- EPH ALEMANY	THOMAS COURTIS	BOOK 5 PAGES 138 and 139
DEED	10/2/1860	ANTONIA & HENRY PECK	LYMAN BURRELL	BOOK 5 PAGE 270
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DEED	10/17/1860	LUISA & RICARDO JUAN	CASIMERO and DARIO AMAYO	BOOK 5 PAGES 100 and 101
ADDITION to AGREE- MENT of 10/28/52	11/8/1860	ARCHBISHOP JOS- EPH ALEMANY	DURELL S. GREGORY JOHN WILSON	
DEED	12/16/1860	JONES HOY	GEORGE W. EVANS	BOOK 5 PAGE 178
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DEED	10/28/1864	HELENA & JOSE LITTLEJOHN	FREDERICK A. HIHN	BOOK 7 PAGE 63
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DEED	4/20/1866	RICHARD E. HYDE	THOMAS FALLON	BOOK 8 PAGE 245
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