CASE NO.
301
NORTHERN DISTRICT

HONCUT GRANT
CHARLES COVILLAUD, et al
CLAIMANT:

NOV 23 1962

FEB 21 1963

LAND CASE 301 N. D. 301 pages

TRANSCRIPT

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OF THE

PROCEEDINGS

IN CASE

NO. 147.

Charles Coriland, et al. CLAIMANTS.

VS.

THE UNITED STATES, DEFENDANT,

FOR THE PLACE NAMED

"Roncut."

Office of the Board of Commissioners.

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Office of the Board of Commissioners,

To ascertain and settle the Private Land Claims

IN THE STATE OF CALIFORNIA.

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Be it Remembered, that on this Second day of April, Anno Domini One Thousand Eight Hundred and Fifty-two, before the Commissioners to ascertain and settle the Private Land Claims in the State of California, sitting as a Board in the City of San Francisco, in the State aforesaid, in the United States of America, the following Proceedings were had, to wit;

The Petition of Charles Coveland et al;

for the Place named

Honcut,

was presented, and ordered to be filed and docketed with No. 147 and is as follows, to wit;

(Vide page 5 of this Transcript.)

Upon which Petition the following subsequent Proceedings were had in their chronological order, to wit;

San Francisco May 14th 1852.

In Case no. 147, Charles Coveland et al; for the place named "Honcut," the deposition of John A. Sutter, a witness in behalf of the claimants, taken before Commissioner James Wilson, was filed;

(Vide page 21 of this Transcript.)

San Francisco December 20th 1852.

In the same case the deposition of John A. Sutter, a witness in behalf of the claimants, taken before Commissioner Henry I. Thornton, was filed;

(Vide page 81 of this Transcript.)

In the same case the deposition of John Bidwell, a witness in behalf of the claimants, taken before Commissioner Henry I. Thornton, with a map annexed thereto, was filed;

(Vide page 9 of this Transcript.)

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San Francisco December 21st 1852.

In the same case the deposition of José Manl. Ramirez, a witness in behalf of the claimants, taken before Commissioner Harry I. Thornton, was filed;

(vide page 12 of this Transcript.)

San Francisco December 28th 1852.

In the same case the deposition of José Abrego, a witness in behalf of the claimants, taken before Commissioner Harry I. Thornton, was filed;

(vide page 13 of this Transcript.)

San Francisco September 6th 1853.

In the same case the deposition of Thomas O. Larkin, a witness in behalf of the claimants, taken before Commissioner R. Aug. Thompson, with a map marked R. T. annexed thereto, was filed;

(vide page 16 of this Transcript)

San Francisco September 12th 1853.

In the same case the deposition of Miguel Ramirez, a witness in behalf of the claimants, taken before Commissioner Alpheus Felch, with document marked A. F. No 1, annexed thereto, was filed;

(vide page 18 of this Transcript.)

In the same case the deposition of Wm Blair, a witness in behalf of the claimants, taken before Commissioner Alpheus Felch, was filed

(vide page 14 of this Transcript).

San Francisco September 13th 1853.

Case No. 147 was submitted on briefs and taken under advisement by the Board.

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San Francisco March 19th 1855.

In the same case the counsel for the claimants filed an authenticated copy of document marked "A.B." filed this day in case no. 248;

(Vide page 45 of this Transcript.)

in accordance with the following Stipulation, viz:

(Vide page 46 of this Transcript.)

San Francisco March 27th 1855.

In the same case Commissioner Alpheus Felch delivered the Opinion of the Board confirming the claim;

(Vide page 69 of this Transcript)

N.

and the following order was made, viz:

(Vide page 74 of this Transcript.)

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147)

1/147

S Petition

Before the Honorable the Commepsion to ascertain and settle Private Land Claims in Calefornia.

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The petition of Charles Lovell José Manuel Ramirez, William S Sampson Administrator of the Estate of John Sampson deceased, Charles B Sampson Robert B Buchanan and Gabriel N Sweezy respectfully Shoues: That they claim a tract of land in Yuba County in Said State, bounded and described as follows to wit; at the North by the Arroyo Honcut, at the East the foot of the Sierra Nevada, at the South the River Yuba and the land formerly belonging to Capt. John A Sutter and at the West, by land formerly belonging to Said Capt Sutter by the river Plumas and the Said Arroyo Honcut; and containing about Seven leagues or Sitios de ganados Mayor (Mexican Measure)

That Said tract of land was Originally petitioned for by Theodore Cordero in June 1843; which petition on the 8th of Said Month was referred by the then Governor Don Manuel Micheltorena to the Prefect of the First District of California; which Said Prefect On the 23d of Said Month referred the Same to the head of the Establishment of New Helvetia Capt. John A Sutter to report whether the Land petitioned for was Vacant

That in April 1844 Said Cordero renewed his petition for Said land with a more particular description of the Same to wit, the precise description above given, which Second petition was On the 3d of Said Month referred by Said Governor to the Secretary of the Government Don Manuel Jimeno, who On the 10th of Said Month recommended that Said Application be temporarily suspended till Said Governor should make a visit which he then proposed to the Sacramento Country; and On the Same day Said Governor made his Order accordingly; at the Same time

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or previously thereto said land was appropriated and set apart to said Grantees by denominating the same. On a general Map or plan kept for such use or purpose in the archives of said Government—

That on the 17th of April 1844 said Capt. John A Sutter, to whom the original petition of Grantees had been as before shown referred, made in reference to the two petitions before mentioned his certificate that the lands therein were unappropriated to any other use

That on the 22d December 1844, said Governor Micheltorena, not having been able to carry out his said proposed visit to the Sacramento Country, made a decree of Concepcion of all the lands therefore solicited in that section of Country which had been favorably reported on by said Sutter, therein granting the said lands to the respective petitioners therefor in full Ownership; which said decree granted in full Ownership to said Grantees, the land petitioned for by him; that said Grantees thereupon went upon said land and occupied it; and it has been ever since occupied and possessed by him and his Agents

That subsequent to the issuance of the said decree of Concepion made by Governor Micheltorena and before further proceedings could be had in carrying into Effect the intentions of the Government in perfecting said grant, a civil revolution occurred in which said Governor Micheltorena was deposed and Expelled the Country; that on the restoration & supposed restoration of Government in the Country, the parties, said Grantees despatched an Agent, Mr John Bidwell to Los Angeles the then Seat of Government with a copy of the said decree of Concepion, furnished to him accordingly to the terms thereof for the purpose of getting out for said parties his title in form as stipulated in said decree of Concepion and other steps that might be necessary;

and other steps that might be necessary;

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and that his said agent was prevented from proceeding on said business by the breaking out of another Civil revolution, before the conclusion of which occurred the occupation of the Country by the troops of the United States and the consequent Extinction of the former Sovereignty

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That said "Theodore Calvin was a naturalized citizen of the Mexican Republic, duly legally admitted to Citizenship

That said land has come to the present Claimants by mesne Conveyances, which will be fully set out in a subsequent and amended petition, so soon as they can collect the deeds and proofs

That said parties did all requisite of him by the laws and that was in his power to accomplish to have his title perfected in form, it was not his fault but that of the Government, that the same was not done, Wherefore the said petitioners insist that then said title is Equitable just and good and ought to be Confirmed

They pray that the said title be Confirmed in Conformity to the grant aforesaid made to said Theodore Calvin and the possession delivered to him and occupancy by him in accordance thereto and in Conformity with the Conveyances to your petitioners which they pray they may be permitted to present by amended petition as aforesaid

Louis Dimpkins & Wife

Attorneys for Claimants

Filed in Office April 1st 1852

Geo. Fisher Secy

Recorded, Record of Pet Vol 1
pages 4-5-6

Geo. Fisher Secy

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Deposition of

Deposition of
I Bidwell

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San Francisco Dec 20th. 1852
On this day before Commissioner Henry I Thornton Came I Bidwell a witness produced in behalf of the Claimants Charles Lowell and petition 147 and was duly Sworn, his Evidence being given in English—

The U. S Associate Land Agent was present

Witness John Bidwell States that he is thirty three years old and has been in California ever since 1844.

Witness States that he is acquainted with Theodore Sanders and has known him since the year 1843—

Witness States that he (Sanders) petitioned Michelorena for a grant of Land. that Witness wrote the petition, and made a Map or diagram which accompanied it, which is the same alluded to in the deposition of Lugo. Sullen in this case and marked No. 4.

Witness States that he has put into his possession the papers of Sanders, as well as many others, to be taken by him (Witness) to Los Angeles to procure the title

Witness States that the map which he made as above, Corresponded with the description given in the petition, he did not go to Los Angeles with those papers in 1845; was prevented by the disturbed Condition of the Country which made the journey dangerous— Afterwards he intended going for the same purpose but was prevented by American Caucuses, or rather the breaking out of the war which Continued until the Congress of the Country—

Witness States that Sanders Cultivated and had Stock upon the Land in 1844 tho' does not think any house was built until 1845— Witness States that the Map Marked No 1 and attached to this deposition is a Copy of the Original in its general Outlines, which he made as above States to accompany the petition—

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Witness States that in November 1844 he was requested by Gov. Mechiltorena to make a map of the Sacramento & San Joaquin Valleys designating thereon the Lands of which grants had been made or Lands petitioned for—

Witness States that he drew make such Map and delivered it to the said Gov

He States that On the said Map, the Land of Larkin was designated similarly to its designation on the map or draft above testified to by him

The General title appended to the deposition of Capt Sutter & Executive by Mechiltorena was handed Out under the directions of the witness by William Locker, and as I believe was called for by Sutter at the time of the date of the delivery of it to the party—

At the time the witness speaks of having the papers of Larkin and others, the Copy of the title attached to the deposition of Sutter, as above stated, was among the said papers—

Witness States that there was a Governor in Telegraphic address as such on the 11th May 1846—

Witness States that the Only one of those titles which was presented to the Assembly of the said he knows was approved which was that of Sebastian Kayser: The papers in Kayser's Case were sent down and it so happened that it was presented, there being a Session of the Assembly The distance was so great that it was difficult to hear & know when the Assembly was in Session, or to be in Session in that part of the Country

Witness States that he does not know how long Capt Sutter was absent or did make those titles, he only knows that he did so from time to time as required & the parties entitled

Question by U S Counsel— Did Capt Sutter Approve any petitions for Lands after the 22d December 1844 When Gen. Mechiltorena gave the Original title to which petitions he gave the general title

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Answer. Not to my knowledge.
J Bidwell

U. States Law Agent present
Sworn to and subscribed before me this
20th. Decr 1852.
H.I. Thornton Comr

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Filed in Office Decr. 20th 1852
Geo. Fisher Secy
Recorded in Rec B Vol 2 p 343
Geo. Fisher Secy

Deposition of John A Sutter

San Francisco Dec. 20. 1852
On this day before
Commissioner Henry I Thornton Came John A
Sutter a witness on behalf of the Claimant
Charles Lovedenne at folio No 147
and was duly Sworn his Evidence being
given in English.

The U. S. Associate Law Agent was present

John A Sutter a witness introduced and interroga
ted by the Claimant,

States that he is forty nine
years of age and has been in California ever
since the year 1839

Witness States that he is acq
uainted with the Ranch Called Honcut which
was granted to Theodore Cordua, and that it
was occupied by said Cordua, but I do not
now recollect when he first Settled it - Was
Occupied on the part of Cordua Possessed
upon by two Frenchmen I think in 1845

Witness States that the Rancho
has been and is Still Occupied under the Grant

Cross Examined by U. S Law Agent
Witness States that he did not keep any record
of the titles which he made under the General
title given to him. He always Signed his name
to them, but believes that Mr Bidwell possesses
a Number of them -

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Wetness States that he did not make any report or Statement of the whole of the tittles thus given out by him, of some of them he did, I cant remember whether in this case he did or not - "There was, at the Instance of the United States, about the time of this title or petition or enforme upon it, and after the Expulsion of Micheltorena, such a disturbance, or civil revolution as made it dangerous and dangerous to travel through the Country from Sacramento to Los Angeles

J. A. Sutter

"The U. S. Land Agent present
Sworn to & subscribed before me this 20th of December 1852 -

"Henry I Thornton Comr &c
"Filed in Office Dec. 20. 1852
Geo "Fisher Secy
Recorded in Ex B Vol 2 p 346
Geo. "Fisher Secy

Deposition of Jose Manuel Ramirez

Commission on Land Claims in California
Charles Lowell et al Claimants No. 147

Jose Manuel Ramirez being Sworn deposes and says; That he is One of the Claimants in this case, that he lived in his possession in the year 1851 the Original papers of the grant or "Title of "Freedom granted to the Rancho of Simi including the Original map of the same accompanying the petition for the same that in June or July of that year he gave over all of said papers Except the said map to be recorded in the Recorders Office in the County of Ventura, retaining the said Map in his hands, that in the

"Filed in Office
Dec. 21. 1852
Geo. "Fisher Secy,

month of August of said year a fire occurred in Mungville in said County, by which the house of this deponent and all his papers Contained therein including the said map were burned and destroyed - And he therefore prays that Secondary Evidence may be allowed of the

Recorded in
Ex B Vol 2 p 354
Geo. "Fisher
Secy

Contents of said map. Pablo Ramirez

Sworn to and subscribed before me this 21st Dec. 1852
"Henry I "Thornton Comr

Deposition of
Jose Abrego

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San Francisco Decr. 2d 1852

On this day began Comr Harry I Thornton came Jose Abrego a witness in behalf of the Claimants Charles Covillaud & al petition No. 147. and was duly sworn his Evidence being interpreted by the Secretary

The U. S. Apointed Law Agent was present

Questions by Claimant

Question. 1st. What is your name age and place of residence and where did you reside in the years 1844 & 1845

Answer. My Name is Jose Abrego My age is 40 And my residence is California And in the years 1844 and 1845 I resided in the City of Monterey Calefa

Quest. 2d. What Offices if any did you hold under the Mexican Govt and did or not your position of office your opportunity of intimate Acquaintance with the Governor of California and the Secretary and of knowledge of the Public Archives

Answer. I was Secretary of the Department of California, was in that way in Constant personal Communication with those Officers, and had free Access to the Archives of the Executive Department

Question 3d. Do you any knowledge of the fact that Gov. Mechellorena requested of any One viz to, of whom, to make a Map of the Sacramento & Joaquin Valleys And do you or not know whether such map was made and deposited in the public Archives and when

Answer. I do know about the Year 1844 or 1845 Governor Mechellorena did Order & request such a map to be Executed, that such a map was accordingly made & delivered to the said Governor, but by whom it was made I do not recollect.

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That the said map was deposited in the said Archives, and that I have seen there. I believe that the said Original Map is in the possession of Thos O Larkin who is in the State of New York, On which Map different Ranchos were Marked Off by lines & the Names of the parties inscribed

José Abrego

Sworn to & subscribed
before me this 28th of Dec. 1852
Henry I Thornton Comr

It is agreed that a copy of the above deposition may be filed as Evidence in any Case now pending before the Board in which either of the parties may desire it
San Francisco 28 Decr 1852

Robt Greenhow
Asste Law Agent U S
Wm Carey Jones

Filed in Office Dec. 28. 1852
Geo. Fisher Secy
Recorded in Ex B Vol 2 p 383
Geo. Fisher Secy

Office of Commissioners of Land Claims in California.

Deposition of John Clar

This day before Com Alpheus Felch came John Clar a witness in behalf of Claimants Charles Covillaud et al No. 147 who after being duly Sworn deposed as follows &c

Questions by Mr Jones Atty for the Claimants

1. Question. What are your name age and place of residence?

Answer. My name is John Clar. My age is Forty One Years and I reside in San Francisco in the State of California

2d Question. Are you employed in the Office of the Surveyor General of the United States for California? And if so have you the Charge of the Archives of the former Government

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of California while forming a part of the Mexican Nation?

Answer. I am employed in that office as a clerk and have especial charge of those archives under the direction of the Surveyor General—

3. Question. Have you ever Examined among said archives for a map said to have been made at the instance of Governor Michel Torena, and delivered to him by John Bidwell being a delineation of the Sacramento and San Joaquin Valleys and of the Lands therein granted by Michel Torena under the general title delivered to Captain John Sutter and of other Lands granted in the said Valleys

Answer. I have made search among said archives and have not found such a map. It has been my business to Examine all the maps in the Office and from my knowledge of them, as well as from the search made by me for the map above described, I do not believe there is any such map there. I made search for the map at the request of Col. Jones Attorney for the Claimants in this case I found no map there purporting to delineate the grants of Land in those Valleys.

4 Question. Have you Examined the Espedients Existing in said archives purporting to Contain the Record of proceedings in relation to a grant to John A Sutter made by Juan B Alvarado for Eleven Leagues of Land in the Valley of the Sacramento which Espedient is Number 250 in said archives If yea, is there any map or diseño, attached to or Connected with said Espedient?

Answer. I have Examined the Espedient referred to, and I found no map or diseño attached to or Connected with said Espedient

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Deposition of Thomas O Larkin —

Questions by Mr Greenhow Opposite Land Agent

1 Question. "Have you seen among those archives any description, note mention or reference or allusion of any kind to a map such as is described in Question No. 3 above written?

Answer. I do not recollect to have seen any

John Lear

Subscribed and Sworn to before me at San Francisco this twelfth day of September A.D. 1853 —

Alpheus Felch Commissioner

It is hereby Stipulated that the above deposition may be read as Evidence in No. 348 in which the same parties are claimants as of them in said Case,

Robert Greenhow
Asst Land Agent
Wm Carey Jones
Atty for Claimants

Filed in office Sept. 12. 1853
Geo. Fisher Secy

Recorded in Rec. B Vol 3 p 170
Geo. Fisher Secy

Office of Commissioners of Land Claims in California
Tuesday before Comr. R. Aug Thompson came x

Questions by Claimant's Atty.

What is your name age and place of residence

Ans. My name is Thomas O Larkin age fifty years, and resident San Francisco - California.

x Thomas O Larkin a witness in behalf of Claimants Charles Covillaud et al No. 147, who after being duly sworn deposed as follows —

Question by same. Look at the Map Now Shown you Marked with the letter A and the initials R T and herewith filed and State all you know in relation to it

Answer, This map was made Some Eight or ten years since and prior to the occupation of California by the Americans —

It was made by John Bidwell one of the first

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It was made by John Bidwell One of the best known Surveyors at that time on the Sacramento River. It was made at my instance and for me. It has been in my possession ever since Except when I have occasionally loaned for short periods. Mr Bidwell drew that time Made One for Governor Mechellorena of which this is a duplicate. They were both in my hands, and both in the hands of Mechellorena and it was carefully Examined and Compared by Manuel Jimeno the Governor's Secretary and the Certificate appearing thereon Subscribed by said Secretary was made by him in my presence. There is also a certificate of its being a true Copy of the before mentioned Map Signed by Pablo de la Guerra at that time Collector of the Custom house for California and Countersigned by Jose Abrego the Secretary of the Department of California Now On Said Map which was also made and Signed by them in my presence. I was at that time United States Consul for California and my Object in procuring said Map was to Enable me to give Correct information to the Americans On the Sacramento River, who frequently applied to me in my Official Capacity for information in relation to Lands in that region of the Country, and as to their business generally — With the Exception of the before Mentioned Certificates the Only change Alteration which has been made On said Map Since I received it, from the hands of Mr Biddle is the insertion of the word "Merill" in one place and the words "Rancho de Hartnell" in another which words were inserted by William E P Hartnell in my presence, but without my approbation and before I knew what he was doing

Question by Same

Do you know what has become of the Original Map of which you state this one to be the duplicate?

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Answer. I do not know; when I last saw it it was in very defaced and dilapidated Condition and I do not believe it is now in Existence—

United States Law Agent Mr Stevens Objects to all Evidence in relation to the map referred to in the above deposition, for the reason that the said map is not certified by Manuel Jimeno until 1851 and because the Original map, if produced would not be Competent testimony

Question by United States Law Agent

When did you Compare this map with the Original?

Answer. I do not know, it was a good many years ago—

And further this deponent Saith not—

Thomas A Larkin

Sworn to and Subscribed
before me this 8th day of September 1853
R Acey Thompson
Filed in Office Sept. 6th. 1853 Com.
Geo. Fisher Secy
Recorded in Rec B Vol 3 p 156
Geo. Fisher Secy

Deposition of Miguel Romero

Office of Commissioners of }
Land Claims in California }

This day before Com Alpheus Felch came Miguel Romero a witness in behalf of Claimants Charles Lovelace et al No. 147 who after being duly Sworn deposed as follows—

Questions by Judge Thornton Attorney for Claimants

1 Question. What are your name age and place of residence?

Answer My name is Miguel Romero my age is forty four years and I resided

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in Marysville in Calefornea

2d Teestem. Are you acquainted with the Claimants in this case, Charles Sampson and William Henry Sampson?

Answer. I am.

3d. Teestem. Did you know John Sampson who owned a part of the Rancho claimed in this case, and if so, do you know whether he is now living

Answer. I knew him for a long time. He is now dead; he died in the year 1850.

4. Teestem. Was he a married man

Answer. He was never married

5. Teestem. Who did he leave his heirs.

Answer. His heirs were Charles Sampson and William Henry Sampson above named they were his brothers and only heirs

6th. Teestem. Look on the paper now here presented marked "Exhibit No 1" with the initials "A S" purporting to be a deed of Conveyance from Le Covellaud to Jose Ramirez and John Sampson dated October 1. 1849 and annexed to this deposition and say whether you know the Subscribing Witness to the same I M Ordaz and Pedro Brito, if yea where do they live?

Answer. I know both of them — They came with me to the Country. They have both left Calefornia and are residing now in South America.

7 Teestem Do you know their hand writing

Answer. I know the hand writing of both of them. The Signatures to the paper above mentioned are their own genuine Signatures respectively

8 Teestem. Do you know the hand writing of Le Covellaud the grantor in said Deed

Answer. I do know his hand writing. The Signature to the above mentioned

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deed as grantor is his genuine Signature
Miguel Ramirez

Wm Greenhow Associate
Land Agent was present
at the letting of this deposition
but propounded no Interrogatory

Subscribed and Sworn to before at San Francisco
this twelfth day of September A.D. 1853
Stephens Welch Commissioner

It is hereby Stipulated that the above deposition
may be used in No 348 in which the same
parties are Claimants as if taken also in said
Case—
Robert Greenhow
Late Land Agent
H. I. Thornton

Filed in Office Sept. 13. 1853
Geo. Fisher Secy

Recorded in Rec. B Vol 3 p 169
Geo. Fisher Secy

2 Deposition of John A Sutter

Case No 201 upon the Docket
For Confirmation of the grant of Rancho
Agues Nieves

Board of Commissioners to ascertain and settle
private Land Claims in California

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On this 13th day of May A.D. 1853 came before
me James Wilson One of said Commissioners
Capt. John A Sutter a witness offered by Sam
uel L Hensley, Petitioner, and being duly Sworn
gave the following testimony.

Geo. W Wooley Esqr
Agent of the United States was Notified and
did attend to the taking of the testimony of said
Witness -

In answer to Interrogatories propounded
by Petitioners Counsel, the Deponent answers as
follows -

I am acquainted with the hand writing
of Gov. Manl Micheltorena and have seen him
write very often. The paper now shown to me as
an Original paper and purporting to be the cer
tificate of the Governor of Nativity & oath of Saml J
Hensley as a Citizen of Mexico is a genuine paper
and the Signature of Manl. Micheltorena to said
paper is his true Signature - The Commissioner has
affixed his initials to said paper & marked it
as follows J W No 1 - I have also compared said
paper with Document marked Exhibit B on the
files in this Case, and I find the said Exhibit B to
be a true Copy in the Spanish Language and the
Translation of the same into English to be Testimon
ially Correct

I further State that an Original
paper purporting to be the Original of paper mar
ked Exhibit A in said Case which is now
shown me, is a genuine paper, and the Signatures
of Gov Manl Micheltorena Secy Manl Jimeno
the Signature of Saml J Hensley and my own
Signature where they occur on said paper are all
genuine Signatures of those several persons -

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The last paper attached to said Exhibit A marked by the Commissioner as follows Jlls, I have Examined carefully, and I state that I gave a copy of this Original paper which I have received from Gov Mechelloreno to Saml J Hensley as deeply for the Same he claims under such titles as he could produce, his title to the Same according to the forms requested. I gave that Copy to S J Hensley about the 20th of April A.D. 1845—

The map which is attached to the Original paper Marked Jlls No 2. is an Original of which a Copy is attached to Exhibit A in this Cause

I was Military Commander of the Northern Frontier and Exercised Civil Jurisdiction in all the Northern portion of the Territory of Upper California in the years 1844 & 1845— I know the Rancho Agues Nieves Claimed by Saml J Hensley, and the Same was within my jurisdiction. It is on Butte Creek in the Sacramento Valley about One hundred Miles North of Sutter Fort— Mr Hensley Applied to me in the Spring of 1845 to have put on Juridical possession of the Rancho Agues Nieves. I did not give him Juridical possession of the Same as he requested for the reasons that I was engaged in a Military Campaign with Gov Mechelloreno from January 1845 to the 1st of April 1845— immediately On my return from the Said Campaign I had to prepare again On an Indian Campaign— Soon after my return from the Said Indian Campaign, Col. Fremont Came with his party into that Section of the Territory and a general revolution followed throughout California—

I soon Ceased to Exercise Either Military Command or Civil Jurisdiction For those reasons I could not Comply with his request—

Upon Examination of the Witness by Geo. Lee Cooley Esq. Land Agent of the U. S.
The Witness says that his Civil jurisdiction

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Extendeee from the San Joaquin Northwarde over the whole Sacramento Valley

J. A. Sutter

The Same Agnt G. W. Cooley Esq. Objects generally to the foregoing Depo. as incompetent and reserving generally all legal objections.

May 13. 1852 Subscribed and Sworn to before me

James Wilson

Commissioner

Filed in Office May 14 1852

Geo. Fisher

Secy

Recorded in Book of Evidence Vol 1 Page 514

Geo. Fisher

Secy

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Cordova's Passeport.

Manuel Micheltorena General de brigada del Ejercito Mejicano, Ayudante General de la Plana Mayor del mismo Gobernador Comandante General é Inspector del Departamento de las Californias.

Por el presente concedo libre y seguro pasaporte á D. Isidoro Cordova, natural del (Seal) Ducado de Mecklemburg para que por el termino de un año pueda transitar y residir en el Departamento Sugetandose á lo prevenido en las leyes respectivas.

Monterey. 21 de Noviembre de 1843.

Manuel Michelt.a

Manuel Jimeno. Secr.

Filed in office. Sept 13. 1853.

Geo. Fisher. Secy.

Translation. of Cordova's Pass Port.

Manuel Micheltorena Brigadier General of the Mexican Army, Adjutant General of the Staff thereof, Governor Commanding General and Inspector of the Department of the Californias -

(Seal) I hereby grant a passport to Don Isidoro Cordova a native of the Duchy of Mecklenburg, in order that he may for the term of one year pass and repass and reside in the Department subject to the provisions of the laws on the subject.

Monterey November 21st 1843 -

(Signed) Manl. Michelt.a

(Signed) Manl. Jimeno

Secy -

A true and correct translation.

Witness my hand Sept 13, 1853.

Geo. Fisher, Secy.

Filed in office Sept 13, 1853 - Geo. Fisher, Secy.

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Cordua's citizenship

El Ciudadano Manuel Michelltorena General de Brigada del Ejercito Mejicano Ayudante General de la Plana Mayor del mismo Gobernador Comandante General é Inspector del Departamento de las Californias.

Habiendo D.n Teodoro Cordua originario del Reyno de Alemania cumplido con las condiciones y requisitos que previene la ley de 14 de Abril de 1828 del Congreso general que arreglo el modo con que debe concederse la carta de naturaleza á los estrangeros y acompañando los documentos que lo acreditan declaro al referido Don Teodoro Cordua por las presentes, naturalizado en la Republica Mejicana, en virtud de aquella ley de que confiere. Dado en Monterey á 1.o de Mayo de 1844.

Manuel Michelt.a

Manuel Jimeno. Srio.

Recorded. May 31. 1851 at 3. o'clock P. M. in Book of Deeds No 1 p. 391. at the request of J. M. Ramirez.

J. D. Howard. Dpy. Recorder.

Yuba C. Cal.

Filed in Office. Sept. 13. 1853.

Geo. Fisher. Secy.

Translation of Cordua's citizenship.

Citizen Manuel Michelltorena Brigadier General of the Mexican Army Adjutant General of the Staff thereof, Governor commanding General and Inspector of the Departments of the Californias -

Don Teodoro Cordua, a native of the Kingdom of Germany having complied with the conditions and requirements of the law of the 14th April 1828 of the General Congress prescribing the manner in which letters of naturalization shall be granted to foreigners and accompanying the documents of credit, I hereby declare the said Teodoro Cordua to be naturalized in the Mexican Republic by virtue

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of the power vested in me by the law aforesaid. Given in Monterey on the 1st day of May 1844-

(Signed) Manl. Micheltorena

(Signed) Manl. Jimeno
Secy-

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A true and correct translation. (Witness my hand this 13th Sept. 1853-
Geo. Fisher, Secy.

Filed in Office Sept. 13, 1853
Geo. Fisher Secy-

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Juzgado del Distrito del Rio Sacramento.
No. 1. J. W.

Yo certifico que el terreno que el Señor Don Teodoro Cordua Solicito por presente esta desocupado.
Nueva Helvetia. Abril. 17 de 1844.
J. A. Sutter.

Captain Sutter's Certificate.

Recorded. May. 31. 1847. at 3 o'clock. P. M. in book of Deeds No 4. p. 192 at the request of J. M. Ramirez.

J. B. Howard. Dep. Recorder.
Yuba Co. Calif.

No 2. J. W. page 1st 2.

Deposition of John A Sutter taken before Com. Jones relative to the annexed documents in Spanish numbered 1. 2. 3. 4. of J. W.

Manuel Micheltorena General de Brigada del Ejercito Mexicano, Ayudante Gral. de la Plana Mayor del mismo, Gobernador Comandte General é Inspector del Departamento de Californias.

No pudiendo ahora por estar sumamente ocupado este Gobierno Supremo Departamental estender uno por uno los titulos respectivos á todos los ciudadanos que han Solicitado terrenos con informe a su favor del Sr. Don Augusto Sutter Capitan y Juez encargado de la Jurisdicion De Nueva Elvetia y Sacramento á nombre de la nacion Mejicana les concedo por estas letras la propiedad á ellos y sus familias de los respectivos terrenos marcados en sus solicitudes y diseños á todos y a cada uno de los que hallan Solicitado y obtenido informe favorable espresado Sor. Sutter Stan hoy dia de la fha sin que nadie pueda disputarles su propiedad sirviendoles una copia de este que les dará mas adelante del Sor. Sutter de titulo formal con el que se presentaran a este Gobierno para estender les el mismo titulo en la debida forma y papel sellado Correspondte y para la debida constancia en todos tiempos doy este documento que sera reconocido y acatado por todas las autoridades civiles y Militares de la Nacion Mejicana en este y en los demas Departamentos, autorizado debidamente con los sellos Militar y de Gobierno en Monterey á Veinte

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y dos de Diciembre de mil ocho-cientos cuarenta y cuatro.

Sig. Manuel Micheltorena.

Certifico que es copia.

Nueva Helvetia. Mayo. 11 de 1846.

J. A. Sutter.

I Theodoro Cordua do by these presents, give up all my right, title and interest and claim which I until now have had in the premises herein described and transfer the same for the use and benefit of Nichael C. Nye, William Foster and Charles Covilland.

In testimony thereof I have hereunto set my hand and Seal this 23d day of January. Anno Domini 1849.

Th. Cordua. (Sealed).

Witnesses. N. Atkinson.
James B. Lewis.

On this eleventh day of march A.D. one thousand eight hundred and fifty personally appeared before me Teodoro Cordua known to me to be the person described in and who executed the foreg-oing conveyance and acknowledged before me that he executed the same as his free act and de deed for the purposes therein mentioned.

Stephen J. Field
First Alcalde of Marysville.

We Michael C. Nye and William Foster do by these presents give up all our right, title and interest and claim which we until now have had in the premises herein described and transfer the same for the especial use and benefit of Charles Covilland.

In Testimony whereof we have hereunto affixed our hands and seals this 24th day of September A.D. 1849.

M. C. Nye.
Wm Foster.

Witness. N. Atkinson.

On this second day of April A.D. one thousand eight hundred and fifty personally appeared

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before me William Foster known to me to be one of the persons who signed the foregoing Conveyance and who executed the same and acknowledged before me that he executed the same as his free act and deed for the purposes therein mentioned

Stephen J. Field.
First Alcalde of Marysville.

State of California.
County of Yuba. } ss. On this Seventeenth day of
Town of Marysville } April A. D. one thousand eight hundred and fifty came before me personally José Manuel Ramirez known to me, who being by me duly Sworn did depose and say, that he knew Michael C. Nye one of the persons whose name is subscribed to the within Conveyance: that he had frequently seen him write and knew his handwriting and that the name of the said M. C. Nye subscribed to the said Conveyance is in the proper handwriting of the said Michael C Nye and that the said Nye is now out of the State of California and as he was informed and verily believes: and the said José Manuel Ramirez did further depose and say that he was acquainted with Mr. Atkinson the subscribing witness to the said Conveyance: that he had seen him write and was well acquainted with his hand-writing and that the name subscribed as witness to said Conveyance is in the proper handwriting of said Mr. Atkinson and that he is informed and believes the said Atkinson is now out of the said State of California.

Stephen J. Field.
First Alcalde of Marysville.

Recorded May. 3. 1851 at 3 o'clk P. M. in Book of Deeds No 2. pp. 292 & 293. at request of J. M. Ramirez.

J. B. Hayward. Dep.
Recorder
Yuba. Co. Calif^{a}

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N.º 3. J.M.

Gobierno del Deptº de Californias. } A Su Excelencia Sor. Gobernador y Comandte General de ambas Californias.

Excelentísimo Señor.

Angeles Junio 8 de 1843. Sírvase informar el S. Prefecto del Distrito pri- mero de este Departamto. Micheltorena.

El infrascrito Teniente Coronel de Mecklenberg en alemania residente de este país cerca de nueve meses y tratando de per- manecer en este Departamento y necesitando de un terreno propio en el cual puede ubicar sus bienes que pasan en mil cabezas de ganado há registrado un terreno baldio situado sobre el margen del Estero de las Plumas norte de las posesiones del Sr. Juan J. Sutter y colindando con el dicho Señor pide á V.E. la gracia que se le conceda este terreno sugetandose á todas las leyes q. hubiese vigente a este efecto y lo dispuesto por V.E. Informe

Por la misma razon deseando estar enterado de las condiciones necesarias para poder introducir cincuenta ó cien familias de labradores de la tierra para formar una colonia de gente laboriosos.

Por tanto Pide a V.E. se sirve acceder á su solicitud y mirar con benignidad á la espresa y contestarle sobre las condiciones y requisitos nece- sarios a este fin y recibirá merced.

Juramento de Vuestra Excelencia.

el mas atento Servidor.

J.B. J. M.

H. Coronel.

Bahia de San Francisco. Yerba buena. 15 de Marzo. 1843.

Informe el encargado del establecimiento de Nueva Helvetia si el terreno que se pide es baldio que lo cuanto le parezca conveniente.

Monterey. Junio 22. de 1843.

Estrada.

Al Excelentísimo Señor Don Manuel Micheltorena Gobernador y Comandante General de ambas Californias.

Pueblo de los Angeles.

Recorded May. 31. 1851 at 3 o'clock P.M. p. 292 at the request of J. M. Ramirez.

J.B. Howard Dep. Recorder

Yuba Co. Calif.

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Nº 4. S.M.

Sello Quinto un Real.

Habilitado provicionalmente por la Aduana Marítima del puerto de Monterey en el Departamento de las Californias para los años de mil ocho cientos cuarenta y cuatro y mil ocho cientos cuarenta y cinco.

Mr. Chelton. Pablo de la Guerra.

(Seal) Exmo S. Gobernador.

Monterey. Abl. 30 de 1844. Informe el S. Srio del despacho.

Jacobo Cordua, natibo de Alemania y naturalizado en este territorio ante V. E. con toda sumision y respeto se presenta y dice.

Que hallandose poseedor de algunos bienes del campo consistiendo de mil quinientas cabezas de ganado y caballada á proporcion y faltandole un sitio para poderlos hu encontrado uno colindante con las posesiones de Sr. Sutter: y son sus linderos al N. el arroyo de Honcut al E. el pié de la sierra Nevada al S. el Rio de las Jubas y el terreno del Sr Sutter y al Oeste el terreno de dicho Señor, el Rio de las Plumas y el arroyo de Honcut: y compende una estension de siete sitios de ganado mayor segun manifiesta el diseño que debidamente acompaño

P. A. A. V. E. ruega se digne á esta su peticion y mandar si lo tiene a bien, se le adjudica en colonizacion el mencionado terreno en lo que recibirá merced y gracia.

Juro lo necesario &c.

Monterey. 1844.

J. Cordua.

Señor Gobernador.

Si á V. E. le parece puede quedar esta instancia pendiente, lo mismo que los demas Solicitantes de terrenos por el Departamento hasta que V. E. haga la vista que tiene acordada. La Superior disposicion de V. E. sera lo mejor.

Monterey. 1º de Abril de 1844.

Manuel Jimeno. Srio.

Ha ido.

Conforme opina el S. Srio que este Gobierno tiene acordado por regla general. Michelt.ª

Recorded May 31. 1851 at 3 o'clk. P.M. in Book

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of Deeds No. 293 at the request of Y.B. Ramsey.
W. Howard. Dep. Recorder.
Yuba Co. Cal.

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Case. eNo 147. Com^a Docket.
Petition of Chal^s Covilland & others for confirmation of Rancho de Bonent.

Board of Commissioners to ascertain and Settle private land claims in California.

May. 11th 1852. Came before me James Wilson one of said Commissioners John A. Sutter as a witness offered by the Petitioners in the above entitled cause, who being duly Sworn gave the following testimony to be used in the hearing of said petition. Geo W. Cooley. Esqre Law. agent of the U. States was notified = attended and did not object otherwise than of reserving all legal exceptions to said testimony.

John A. Sutter the the witness upon examination of Petitioners Counsel deposes and says. I am fourty nine years of age I have resided for the last thirteen years and do Still reside in the State of California. = I do ~~hereby~~ know Theodore Cordua and ~~I~~ have known him since the year 1843.

The Said Theodore Cordua petitioned for a piece of land on Bonent Creek. the petition was to the Governor and referred to me for my report and information. = I did report in favor of granting the land to said Cordua according to the prayer of his petition. = Subsequently I received from Govr Manuel Micheltorena a general decree or order granting to those persons in whose favor I had reported the lands they had petioned for. I received that general decree or order from Governor Micheltorena and I made out and delivered a true copy of said decree or order to the Said Theodore Cordua for his Security for the land he had prayed for in his petition. Paper N^o1. heneto annexed is the original report which I officially made in favor of the grant petitioned for by said Cordua. = This paper is genuine and was executed by me at the time it bears date. = Paper N^o2. page 1. has at the bottom a certificate which is in my hand writing and was made and Signed by me at the time it bears date. = the documents which

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preceds said certificate on said 1st page is a true copy of the order or decree of concession before ujered to made by Gov.r Micheltorena. I delivered said copy with my said certificate thereto to said cond-ma for his security. - I delivered said copy to said Condua for his security. - I delivered said copy to said Condua in pursuance of the order in said paper to me to that effect. - Said Condua was entitled to his grant for military services done & performed by him so far as to be within the promise of Micheltorena. - The original decree or order of ~~conception~~ concession had already been proved before Commissioners Hall and Wilson and is now in the hands of Mr. Crosby attorney in the case of Thos. Reading pending before this board of commissioners. That original decree was in duplicate and one copy in the original has been burned. - It was my others papers consumed in a fire in Sacramento City in the year 1851. The said document was sent to me in Duplicate by two separate messengers by the Governor on account of the disturbed State of the Country at that time. = Here were revolutionary movements then going on against the regular mexican authorities here at the time.

Papers. &c &c. marked Y. hereto annexed are the original petitions of Condua upon which I reported favorably as before stated.

J. A. Sutter.

May. 14th 1852.

Subscribed & Sworn to
before me.

James Wilson.
Commissioner.

Filed in office. May. 14th 1852.

Geo. Fisher. Secy.

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Seal

To His Excellency The Governa and Commanding General of both Calefornias.

The undersigned Theodore Leonce of Mecklenglenburg in Germany residing in this Country near nine Months and intending to remain in this Departmente, and being in want of a suitable Juce of Land, where he may place his property, which Exceeds a Thousand head of Cattle, he has Examined (Entered) a vacant Juce situated On the Margin of the Creek of Las Plumas, North of the possessions of Sinor Juan A Sutter and being bounded by Said Senors; and asks from Yr Es's complacency, that this Juce be Conceded to him, to be subject to all the Laws that are in force to this Effect, and which is Ordered by Yr Es. He desiring at the same time to be informed of the necessary Conditions In bringing Forty or fifty honnest families of farmers from his Country to form a Colony of laborious people.

Therefore, he asks Yr Es. will please to accede to his application and kindly listen to his enterprise; and to reply to him upon the Conditions and requisites necessary to this Effect; and will receive favor

He remaining Yr Es's Mt. obedient Servant &c

Th. Leonce

Bay of San Francisco Yerba Buena
15th March 1843

Monty. June 8th 1843
Mr Prefect of the first District of this Departmente please report thereon
Michelta

Let the Manager of the Settlement of New Helvetia report whether the Juce asked for is vacant, and whatever may think proper Concerning it. Monterey June 23d 1843
Estrada

(Endorsed) To Mose Excellent Senor Don Manuel Micheltorena Governor & Commanding General of both Calefornias.

Town of Los Angeles

"Recorded May 31st 1851 at 3 Oclock P M in Book of Deeds No 4 p 292 at the request of J M Ramirez

J R Howard Dep
Recorder Yuba Co. Cal

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Seal

Fifth Seal One Real

Provisionally qualified by the Maritime Custom House of the Port of Monterey in the Department of the Californias for the years of 1844 & 1845.

Micheltorena — Pablo de la Guerra

Monterey Nov. 3d 1844
Let Mr Secretary of dispatch report thereon.
Michelto

Most. Excellent Governor

Teodoro Gordoa, native of Germany and naturalized in this Territory before Y Ex with all submission and respect appears and says—

That finding himself owner of some rural property consisting of a thousand and five hundred head of Cattle and a stock of horses in proportion and being in want of a place to breed them in, he has found one bounded by the possessions of Señor Sutter; and its boundaries are; at the North the Arroyo of Honcut, at the East the foot of the Sierra Nevadas, at the South the river of Los Yulares and the track of Señor Sutter, and at the West the track of said Señor, the rivers of las Plumas & the arroyo of Honcut; and it Embraces an Extention of seven sitios de ganados Mayor as shown in the Sketch which duly accompanies this

Therefore he prays Y Ex will be pleased to accede to this his petition Order if you find proper that the said tract of land be adjudicated to him for Colonizacion and he will receive favor and grace thereby

He swears the necessary &c

Monterey 1844 — Th. Gordoa

Excellent Senor Governor

If Y. Ex. thinks that this application may stand pending, as the others for tracts of land in Sacramento like Y Ex makes the intended visit— the Sup determination of Y. Ex. will be taken

Monterey 10th April 1844

Manuel Jimeno Secy

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Same date

As Opines Mr Secretary and as this Government has resolved by General Rules

Michelter

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"Endorsed" Recorded May 31st 1851 at 3 Oclock P.M. in Book of Deeds No. 4 p 292 at the request of J. M. Ramirez

J. B. Howard Dep
Recorder Yuba Co. Cal

"Endorsement of Original certificate of J. A. Sutter" Recorded May 31 1851 at 3 Oclock P.M. in Book of Deeds No 4 p 292 at the request of J. M. Ramirez

J. B. Howard
Recorder of Yuba Co. Cal

District Court of the }
River Sacramento }

I certify that the tract of Land which Don. Theodore Cordua solicits is at present unoccupied

New Helvetia April 17. 1844

J. A. Sutter

Endorsed " Recorded May 31. 1851 at 3 Oclock P.M. in Book of Deeds No. 4 p 292 at the request of J. M. Ramirez

J. R. Howard Dep
Recorder, Yuba Co. Cal

I certify the foregoing to be true translations from the Original Spanish Annexed to the deposition J. A. Sutter in Case No 147 & on file in this Office

Los Angeles Oct. 7th 1852

Geo. Fisher Secy

Filed in Office April 1st 1852

Geo. Fisher Secy

"The translations" from the Original Spanish Recorded in Record of Evidence Vol 1 Pages 383 to 385

Geo. Fisher Secy

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Copy of Order.

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Manuel Micheltorena General de Brigada del Ejercito Mejicano Ayudante General de la Plana Mayor del Mismo, Gobernador Comandante General é Inspector del Departamento de Californias.

No pudiendo ahora por estar ocupado este Gobierno Supremo Departamental estender uno por uno los titulos respectivos á todos los ciudadanos que han solicitado terrenos con informe á su favor del Sor. Don Agusto Sutter Capitan y juez encargado de la jurisdiccion Nueva Helvecia y Sacramento, á nombre de la Nacion Mejicana les confiero por estas letras la propiedad para ellos y sus familias de los respectivos terrenos, marcados con sus instancias y diseños á todos y á cada uno de los que hayan solicitado y obtenido informe favorable del espresado Sor. Sutter hasta hoy dia de la fha. sin que nadie pueda disputarles su propiedad, sirviendoles una copia de este que les dará mas adelante el Sor. Sutter de titulo formal con el que se presentarán á este Gobierno para estenderles el mismo titulo en la debida forma y papel sellado correspondiente y para la debida constancia en todos tiempos doy este documento que será reconocido y acatado por todas las autoridades civiles y militares de la Nacion Mejicana en este y en los demas Departamentos autorizado debidamente con los sellos Militar y de Gobierno en Monterey á veinte y dos de Diciembre de mil ochocientos cuarenta y cuatro.

Manl. Michelorena.

Certifico que es copia.
Nueva Helvecia Mayo
11 de 1846.
J. A. Sutter.

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Translation of Copy of order.

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Manuel Micheltorena, Brigadier General of the Mexican Army, Adjutant General of the Staff of the Same, General Commanding, Governor and Inspector of the Department of the Californias.

It being impossible at present, as this Supreme Departmental Government is very busy, to draw one by one the respective titles for all the citizens who have asked for lands with report in their favor by Sor. Don Agusto Sutter, Captain and Judge charged with the Jurisdiction New Helvetia and Sacramento, in the name of the Mexican Nation I do, by these presents, grant to them and their families the ownership of the respective tracts of land marked in their petitions and sketches, to all and every one of those who may have solicited and obtained a favorable report from said Sor. Sutter up to the day of this date, and no one shall be able to dispute their ownership, a copy of this, which Captain Sutter will hereafter give to them, to serve them as a formal title; with which they shall present themselves before this Government in order to have drawn to them the same title in due form and with proper sealed paper; and for the due proof in all time I give this document which shall be recognized and respected by all the Military and civil authorities of the Mexican Nation in this and the other Departments duly authorized with the seals Military and of the Government in Monterey, on the twenty second day of December 1844.

(Signed) Manl. Micheltra

I certify this to be a copy.
New Helvetia. May 11, 1846.
(Signed) J. A. Sutter.

I certify the foregoing to be a true trans-

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lation from the Spanish Original annexed to the deposition of J. A. Sutter on file in this Office.

Los Angeles Oct. 7, 1852.

Geo. Fisher

Secy.

Filed in Office April 1st 1852.

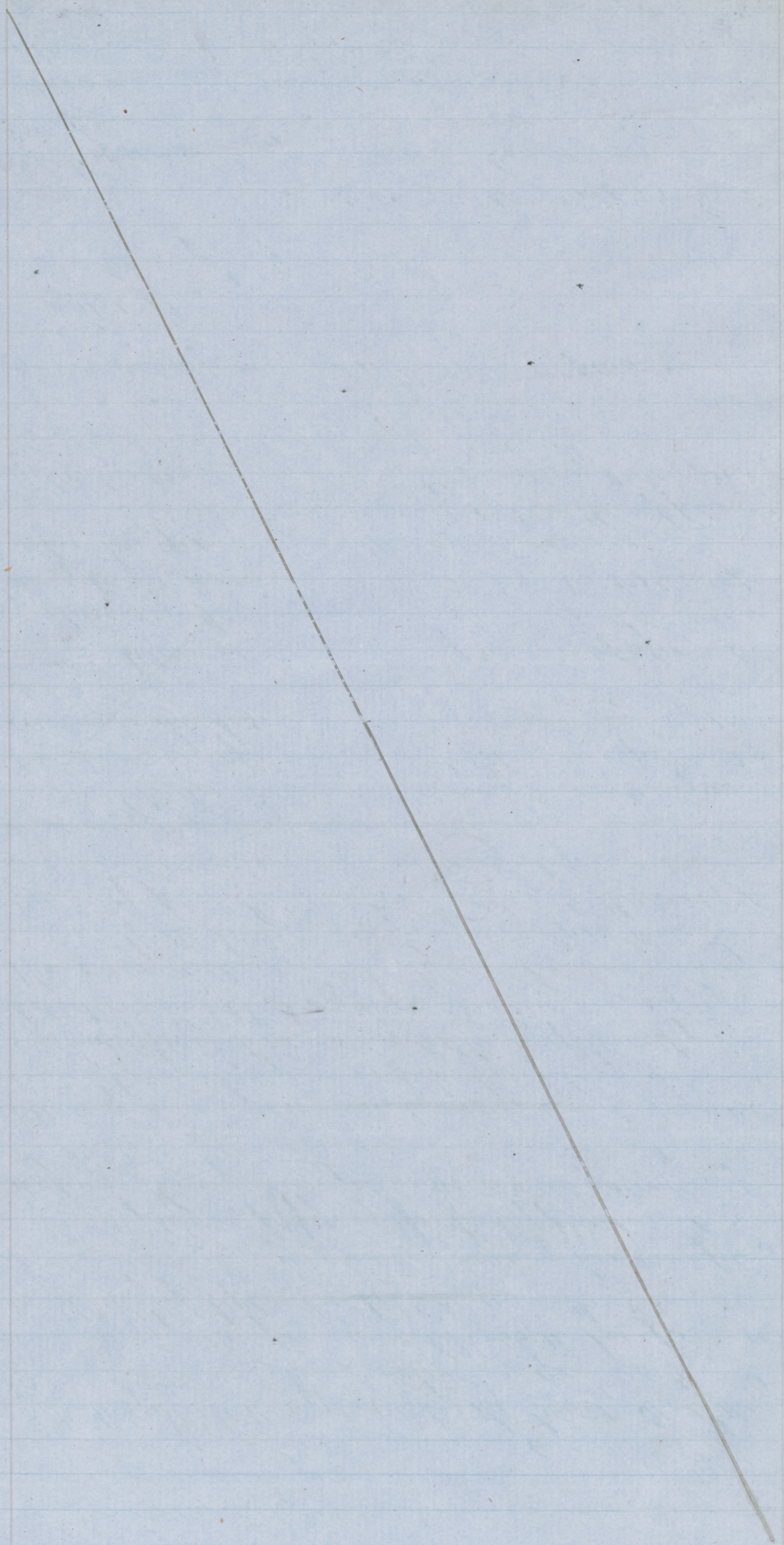
Geo. Fisher,

Secy.

Translation recorded in "Record of Evidence" Vol I. page 383.

Geo. Fisher

Secy.



H S.

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Certified Copy
of
Document "A B"
ex.
No. 248.

In the matter of
John Sampson, deceased.

On Motion of G. N. Swazey It was ordered by the Court, That the Special Letters of Administration granted to William Henry Sampson and Charles B. Sampson on the 26th day of September 1850 be and the same are hereby revoked, That as a petition has been filed according to law praying for the appointment of William Henry Sampson as Administrator of the Estate of John Sampson, deceased, And that letters of Administration be granted to said William Henry Sampson upon his filing a bond with sufficient Sureties to be approved by the Court in the sum of One hundred and fifty thousand dollars.

G. N. Swazey being sworn testifies that the Estate of John Sampson according to the best of his knowledge is worth at present from sixty to seventy thousand dollars.

Charles B. Sampson being sworn testifies that the value of the Estate of John Sampson according to the best of his belief is seventy thousand dollars.

William Henry Sampson the applicant for letters of Administration testifies that according to his knowledge the value of the Estate of John Sampson is sixty thousand dollars.

The above proof being taken the applicant filed his bond according to the foregoing order, and made and filed the oath required by law.

Whereupon letters of Administration were issued in due form of law to the above applicant.

State of California
County of Yuba. ss:

I William W. Dobbins Clerk of ~~Yuba County~~ the Probate Court in and for the County of Yuba hereby certify that the above and foregoing is a true and correct copy from the Records of our said Court as the same now remains in the office of the Clerk

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of said Court.

In testimony whereof I have hereunto set my hand and affixed the Seal of our said Court at the City of Marysville in said County this fourteenth day of March A.D. 1855.

L. S.

(Signed)

W. W. Dobbins Clerk
Probate Court Yuba Co. Cal.
Ypr. M. S. Dobbins Dep'y.

I hereby permit the within the certificate to be filed in Case No. 248 with the same force and legal effect now as though filed before submission of the Case to the Board for decision.

March 19. 1855

(Signed)

J. H. McKune
U. S. Law Agent.

I Geo. Fisher, Secretary to the U. S. Board of Land Commissioners &c &c Do hereby certify the foregoing to be a full true and correct copy of a document on file in this office in Case Docketed No. 248 Charles Covillaud et al. Claimants and that the same is on file among the Archives of said Board and in my care and custody as such Secretary.

Witness my hand at the Secretary's Office of the said Board in the City of San Francisco this nineteenth day of March A.D. 1855.

Geo. Fisher,
Secy.

Filed in Office March 19, 1855.
Geo. Fisher
Secy.

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Deed.
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Theodore Cordua
to
Chs. Covillaud

Know all men by these presents, that I Theodore Cordua of New Mechlenburg, Sacramento District, California, in Consideration of twelve thousand and five hundred dollars to me in hand paid by Charles Covillaud of Sacramento District, California, at and before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, bargained Sold and Confirmed, and by these presents do grant bargain Sell and Confirm unto the said Charles Covillaud the undivided One half of all the lands leased to me by Capt. Sutter, situate upon Sutter and Feather rivers; All the undivided One half of all the lands granted to me by Manuel Micheltorena situated upon Saunque; also the undivided One half of all the horned Cattle owned by me; also the One half of all the tame horses; also the One half of all the Hogs and Poultry; also the One half of all the grows and Chattels upon said Rancho viz: the One half of all the Saddles bridles, household furniture, grain, Canoes, &c &c. And the undivided half of all Other goods & Chattles not mentioned in the above Schedule, now remaining and being upon my Rancho at New Mechlenburg

To have and to hold all and all the above Specified Articles, and every of them by these presents, granted, bargained Sold and Confirmed unto the only proper use and behoof of the said Charles Covillaud, his Executors Administrators and Assigns forever freely quietly peaceably and entirely without any Claim disturbance or hindrance of any person Wholsoever — and without any account to me or to any other person to be made answered or hereafter to be rendered so that I the said Theodore Cordua, nor any person for me, or in my name, may exact, Claim or demand, at any time hereafter any right title or interruption in or for the said lands live Stock, goods, Chattels, household furniture &c or any part or parcel thereof, but from all right title claim and interest thereof, shall be wholly

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bained and Executed by force and value of these presents

In testimony whereof I have hereunto set my hand and seal, this 5th day of January A.D. 1849

Th. Worden Seal

Signed Sealed and delivered and possession of said Premises given by the said Theodore Worden to the said Charles Lawrence in presence of

H. Atkinson
Samuel Neal
Thomas McKay

On this Eleventh day of March A.D. One thousand Eight hundred and fifty personally appeared before me Theodore Worden, known to me to be the person described in and who Executed the within Conveyance and acknowledged before me that he Executed the same as his free act and deed for the purposes therein mentioned

Stephen J. Field
Just. Peace of Marysville

(Endorsed)

Recorded at Marysville in Liber 2 of Deeds pages 30. 31 and 29 - April 6th 1850 at 14 minutes past three Oclock P.M.

Stephen J. Field
Just. Peace of Marysville

Fee for recording $10 -

Recorded May 31, 1851 at 3 Oclock P.M. in Book of Deeds No. 4 page 295 at the request of J.M. Ramirez

J.B. Hovenden Dep
Recorder

Filed in Office Sept. 13. 1853

Geo. Fisher Secy

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Deed to

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Ricard to Buchanan, et. al.

This Indenture made the Nineteenth day of Febru ary in the year of Our Lord One thousand Eight hundred and fifty between Theodore Ricard of Marys Ville upon the Yuba River and State of California party of the first part and Robert B Buchanan and Gabriel N Avery of the same place parties of the second part, Witnesseth that the said Theodore Ricard party of the first part for and in Consideration of the Sum of twelve thous and five hundred dollars in hand paid by the parties of the second part to the said party of the first, before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged and Confessed, has sold, and by these presents do grant and Convey unto the said parties of the second part their heirs and Assigns All those pieces or parcels of Land lying in said town of Marys Ville and known and described as follows: Lots Number One (1) and Eight (8) in Block Number One (1) range letter "N" Lot Lots Number One (1) and Eight in Block number (8) range letter "L". Lots Number two (2) & three (3) in Block number One (1) range L; Lots Number One (1) two (2) three (3) four (4) five (5) six (6) seven (7) Eight (8) in Block number twelve range letter "I;" Lots Number One (1) two (2) three (3) four (4) six (6) seven (7) and Eight (8) in Block number three (3) range letter "J," Lots Number One (1) two (2) three (3) four (4) five (5) six (6) seven (7) and Eight (8) in Block number twelve (12) range letter "He" Lots Number One (1) two (2) three (3) four (4) five (5) six (6) seven (7) Eight (8) in Block Eleven (11) in range "H" Lots number four (4) and five (5) in Block Number ten (10) in range letter "G" Lots Number four (4) and five (5) in Block number ten (10) range letter "A" Lot number four in Block number ten (10) in range letter F. Lot number one (1) in Block number (1) One in range letter F Lot Number two (2) in Block number two (2) in range letter E; all the undivided part of Lot Number two (2) in Block Number One (1) in range letter "D" Lot number Eight (8) in Block number two (2)

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in range letter "B" Lots number two (2) four (4) and Eight (8) in Block number four (4) in range letter C Lot number four (4) in block number one (1) in range letter "K" Lots number four (4) and five (5) in Block number (2) in range letter N; also the undivided One fourth (1/4) part of all that certain piece, parcel or tract of land, known as a tract of land deeded the Eighteenth day of January Eighteen hundred and Sixty by Capt. John A Sutter of Stock ton California to Charles Covillaud, Jose Manuel Ramirez, Theodore Secard, and John Sampson and bounded as follows, Southwardly by a small Stream emptying into Feather river Called Julee or Yulee River, Westwardly by Feather river and Northwardly by a line forming the Northern boundary of the property of said Sutter, which line is in latitude thirty nine degrees, thirty three minutes and forty five seconds, and which line Commences at Feather river at the Rancharia of Simcoe and extends to the Lands of Theodore Cordoza Ranch, Eastwardly by a straight line running from the lands of said Cordoza's Ranch at right angles to the above mentioned Northwardly line to the Julee or Yulee River And also the undivided One fourth part of that Certain tract of land granted by the Mexican Government to Theodore Cordoza, the One half of which said Cordoza Conveyed to Michael O'Nye and William M Foster and which half said Nye and Foster Conveyed to Charles Covillaud, and the Other half of which said Cordoza sold to said Covillaud, Which said tract of land the said Charles Covillaud conveyed the undivided One half to Jose Manuel Ramirez and John Sampson, and sold the undivided One fourth part thereof to the said Theodore Secard and which said tract of land is bounded on the North by the Rio de los Plumas or Feather River and the Arroyo de Simcoe or Simcoe River or Creek; On the East by the foot of the Sierra Nevada, or Snowy Mountains; On the South by the Rio de Yulee or River Yulee and by

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the tract of Land deeded by said John Sutter, the Eighteenth day of January 1850 to said Covell and Ramsey, Secard and Sampson; and on the West by the said lands so as aforesaid deeded by said John Sutter to the said Covielaeu Ramsey, Secard and Sampson and the Rio de las Plumas or Feather River. Together with all and singular the rights, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same unto the said parties of the second part their heirs and assigns forever: and the said party of the first and his heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns against the said party of the first part and against all and every person or persons whomsoever claiming or to claim the same shall and will warrant and by these presents forever defend.

And these presents further witnesseth, that in order to strengthen and more fully establish in the said parties of the second part the title hereby granted to the lots above mentioned and described tract of land, known as the tract granted by the Mexican Government to said Theodore Sicard, the said Theodore Sicard party of the first part does by these presents authorize and empower the said parties of the second part their heirs and assigns to demand of prosecute for and recover from said Charles Covell and in their own name or otherwise and sufficient warranty deed for the lots aforesaid premises.

In witness whereof the said party of the first part has hereunto set his hand & seal the day & date first above written

Witness
John Sampson.
Stephen J. Field

Theodore Sicard [seal]

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On this Nineteenth day of February One Thousand Eight hundred and fifty personally appeared before me Theodore Sicard known to me to be the person described in and who Executed the foregoing Conveyance and acknowledged before me that he Executed the same as his free act and deed

Stephen J Field, Justice
of the Peace and Ex officio of
Marysville

Recorded at Marysville in Liber I of Deeds, pages 31 & 32 - February 19th at fifty five minutes past six P.M - 1850

Stephen J Field
First Alcalde

Fee for recording $/10c

Filed in Office Sept. 13. 1853

Geo. Fisher Secy

S-Z

Deed and Sale
5.

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Gaillard To
Sicard.

Know all men by these presents that I Charles Covillaud of New Mecklenburg Sacramento District California, in consideration of Twelve Thousand Five hundred dollars to me in hand paid by Peter Theodore Sicard at and before the sealing & delivery of these presents, the receipt whereof I hereby acknowledge, have granted, bargained sold & confirmed & by these presents do grant bargain sell & confirm unto the said Peter Theodore Sicard the undivided One Fourth of all the lands leased by Capt. Sutter situate upon the Yuba & Feather River; all the undivided One Fourth of all the lands granted to Theodore Cordua by Manuel Micheltorena & from the said Cordua bought by me, situate upon Hungrie; Also the undivided One Fourth of all the horned Cattle owned by me and also One fourth of all the horses & mares, Also the One Fourth of all the Hogs & Poultry; Also the One Fourth of all the goods & chattles upon said Rancho not mentioned in the above Schedule, now remaining and being upon my Rancho at New Mecklenburg-

To Have and to Hold all and singular, all the above Specified articles & every of them, by these presents granted bargained Sold & confirmed unto the Only proper use and behoof of the said Sicard his Executors, Administrators and assigns forever freely quietly peaceably & entirely, without any claim, disturbance or hindrance of any person whatsoever & without any account to me or to any other person, to be made, answered or hereafter to be rendered, So that I the said Covillaud nor any person for me or in my name, may Exact claim or demand at any time hereafter any right title or interest in or for the said lands live Stock goods Chattles, household furniture &c or any part or parcel thereof, but from all right title claim and interest thereof shall be wholly barred & Excluded by force and virtue of these presents

In testimony whereof I have hereunto set my hand and Seal this day of October 1849 Charles Covillaud

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Signed Sealed and delivered in the presence of said articles given by the said Charles Lowell to the said Peter Thevenet Sworn in presence of us
Wm Monson Jusc
Emanuel Nye "

On this Seventh day of March A.D. One thousand Eight hundred and fifty personally appeared before me Charles Lowell known to me to be the person described in and who Executed the foregoing Conveyance and Acknowledged before me that he Executed the same as his free Act and deed for the purposes therein mentioned

Stephen J Field
First Alcalde of Marysville

(Endorsed)
"Recorded at Marysville in Libro 1 of deeds Pages 51 and 52 March 7th 1850 at twenty one minutes past seven P M

Stephen J Field
First Alcalde of Marysville

Filed in Office Sept. 13. 1853

Geo. Fisher
Recr

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Caillard To Sampson, et al

Know all men by these presents that I Charles Covillaud of Sacramento District California in consideration of twenty three thousand, three hundred dollars to me paid as follows by J. M. Ramirez and J. Sampson of Sacramento District California, Twelve thousand dollars in hand paid me and before the ensealing and delivery of these presents the receipt whereof I do hereby acknowledge & Eleven Thousand three hundred dollars payable on the first of July 1850, have granted, bargained sold assigned Confirmed and set over and by these presents do grant bargain sell Confirm assign & set over unto the said J. M. Ramirez & John Sampson their assigns and assigns the One undivided one half of all the Lands leased by Capt Sutter situated upon Yuba & Feather River; all the undivided One half of all the Lands granted to Theodore Leonard by Manuel Micheltorena & from the said Leonard bought by me, situate upon Honcut, also the One half of all the horned Cattle owned by me, also the One half of all the Same horses & mares, also the One half of all the hogs & poultry, also the One half of all the goods & chattels upon said Rancho viz; the One half of all the Saddles, harness, bridles house hold furniture, grain, Canoes &c &c. and the undivided half of all those goods & chattles not mentioned, above Schedule now remaining and being upon my Rancho at New Mecklenburg To Have and to Hold all and singular all the above Specified articles and Every One of them by these presents granted, bargained, sold and Confirmed unto the Only proper use and behoof of the said J. M. Ramirez & J. Sampson their Executors, Administrators and assigns for Ever freely quietly peaceably and entirely without any Claim disturbance or hindrance of any person Whatsoever and without any account to me or to any other person to be made, answered or hereafter to be rendered so that I the said Charles Covillaud Nor any person for me or in my name

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may exact claim or demand at any time hereof in any right title or interest in or for the said Lands, live stock, goods chattels household furniture &c or any part or parcel thereof, but from all right title claim and interest thereof shall be wholly barred and excluded by force and virtue of these presents

In testimony whereof I have hereunto set my hand and seal this first day of October A. D. 1849 C Covillaud (Seal)

Signed sealed & delivered
and possession of said articles
given by the said Charles Covillaud
to the said J M Ramirez & J Sampson
in presence of us — J. M. Ordenes. Pedro Palto

State of California. Sacramento District, Town of Marysville. SS— On this fifth day of March in the year One thousand Eight hundred and fifty, personally appeared before me Pedro Brito One of the subscribing witnesses to the within Conveyance to me known, who being by me duly sworn did depose and say that he resided in the Town of Marysville California, that he knew Charles Covillaud the individual described & who Executed the within Conveyance, that he was present & saw the said Charles Covillaud Sign Seal & deliver the same as for his free act and deed and that the said Charles Covillaud then acknowledged the Execution thereof as his free act and deed, whereupon the said Pedro Brito became the subscribing witness thereto — Stephen J Field First Alcalde of Marysville & Justice of the Peace — Recorded May 31. 1851 at 3 o'clock P.M. at the request of J.M. Ramirez —

Filed in Office
Sept. 13. 1853

Geo. Fisher
Secy

I certify the above to be a true Copy of a deed on Record in my Office in Book No 4 of Deeds pages 296. & 297 March 29th 1852

E. D. Wheeler Recorder
Wm R Sherwood Depy

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Deed. Cordero
To Nye & Foster

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Know all men by these presents that I Theodore Cordero of New Mecklenburg, Sacramento District California in Consideration of Twenty Thousand Dollars to me in hand paid by Michael C Nye and William M Foster of Sacramento District California at and before the Sealing and delivery of these presents the receipt whereof I do hereby Acknowledge, have granted bargained Sold and Confirmed and by these presents do grant bargain Sell and Confirm unto the said Michael C Nye and William M Foster the undivided one half of all the Lands leased to me by lease. Situate Situated upon Dulce and Feather Rivers; All the One half of all the Lands granted to me by Manuel Micheltorena & Situate upon Arroyo, also the undivided One half of all the horned Cattle owned by me, also all the wild horses and mares; also the One half of all the tame horses and Mares; also the One half of all the hogs, and poultry; also the One half of all the goods and Chattels upon said Rancho viz; the One half of all the Saddles, bridles, harness household furniture, grain, Canoes &c. &c. and the undivided half of all other goods and Chattels not mentioned in the above Schedule now remaining and being upon my Rancho at New Mecklenburg-

To have and hold all and singular all the above specified articles, and every of them by these presents granted bargained Sold and Confirmed, unto the only proper use and behoof of the said Michael C Nye and William M Foster their Executors Administrators and assigns for ever freely quietly, peaceably, and entirely without any Claim disturbance or hindrance of any person whatsoever, and without any Account to me, or to any other person, to be made, answered or hereafter to be rendered so that I the said Theodore Cordero, nor

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any other Other person for me, or in my name
May exact, claim, or demand, at any time
hereafter any right title or interest, in or for the
said Lands, live Stock, goods, Chattels, house
hold furniture &c. or any part or parcel thereof
but from all right title claim and interest
thereof shall be wholly barred and Excluded
by force and virtue of these presents
In testimony whereof, I have
hereunto Set my hand and Seal this 4th
day of January A.D. 1849.

Th. Cordeee [Seal]

Signed Sealed and
Delivered and pronounced
of said Articles given by the
said Theodore Cordeee to the said
Michael C Nye & Elizabeth M Foster in presence
of us— M. Atkinson— Samuel Neel
Thomas McKay—

On this Eleventh day of March A.D. One thousand
and Eight hundred and fifty personally appeared
before Me Theodore Cordeee known to me to
be the person described in and who Executed
the foregoing Conveyance and acknowledged
before me that he Executed the same as his free
act and deed for the purposes therein mentioned

Stephen J Field
First Alcalde of Mary's Ville

State of California
County of Yuba. Town of Mary's Ville
On this Seventeenth day of April A.D. one
thousand Eight hundred and fifty Came
before me personally Jose Munoz Ramirez
known to me personally, who being by me duly
Sworn did depose and Say, that he knew
Michael C Nye One of the persons whose
name is subscribed to the within Conveyan
ce, that he had frequently seen him write
and knows his hand writing and that the
name of the said M C Nye Subscribed

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to the said Conveyance, is in the proper hand writing of the said Michael C Nye, and that the said Nye is now one of the State of California as he is informed and believes and the said Jose Manuel Ramirez deth further depose and say that he was acquainted with M Atkinson the subscribing witness to the said Conveyance; that he had seen him write, and was well acquainted with his hand writing, and that the name subscribed as witness to said Conveyance is in the proper hand writing of said M Atkinson, and that as he is informed and believes the said Atkinson is now out of the State of California

Stephen Foster
First Alcalde of Marysville

Know all men by these presents that we Michael C Nye and William Foster of Sacramento District Upper California, for and in Consideration of the Sum of Thirty Thousand dollars to us in hand paid the receipt whereof we do hereby acknowledge, have granted bargained sold and by these presents do grant bargain sell and to Charles Fossett all our right title and interest in the within described, and all other Claims and titles we may have in and to said premises

In Testimony

Whereof we have hereunto set our hands and seals this 27th day of September A.D. 1849

Witness
M. Atkinson

M C Nye
Wm. Foster

On this second day of April A.D. One thousand Eight hundred and fifty personally appeared before me William Foster known to me to be the person who signed the foregoing Conveyance and who executed the same and acknowledged before me that he executed

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the same as his free act and deed and for the purposes therein mentioned

Stephen J Field
First Alcalde of Marysville

Recorded at Marysville in Deed Book 1 of Deeds pages 135. 136. 137 & 138 April 17th 1850 at 15m after 10 Oclock AM

Stephen J Field
First Alcalde of Marysville

Recorded May 31. 1851 at 3 Oclock PM in Book of Deeds No. 4 ps 293. 294 & 295— at request of J. M Rumsey

I B. Lawrence Dep
Recorder

Field in Office Sept 13. 1853

Geo. Fisher Secy

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Exhibit No 1
"A F" annexed
to depo of
Miguel Ramirez

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Know all men by these presents that Charles Covillaud of Sacramento District California in Consideration of Twenty three Thousand Three hundred dollars to me paid as follows by J M Ramirez and L. Sampson of Sacramento District California: Twelve thousand dollars in hand paid at and before the sealing and delivery of these presents, the receipt where of I do hereby acknowledge and Eleven Thousand three hundred dollars payable on the first day of July 1850, have granted bargained sold aliened confirmed and set over, and by these presents do grant bargain sell confirm align and set over unto the said J M Ramirez and John Sampson their heirs and assigns the undivided One half of all the lands leased by Cope Sutter situate upon Yuba and Feather River All the undivided One half of all the lands granted to Theodore Leadue by Manuel Micheltorena and from the said Leadue brought by me, situate upon Stanislaus, also the One half of all the horned cattle owned by me; also the One half of all the tame horses and mares; also the One half of all the hogs and Poultry, also the One half of all the goods and Chattels upon said Rancho Ranz! the One half all the Saddles harness bridles, house hold furniture, farm, carriages and the undivided half of all those goods and Chattels not mentioned above Schedule hereunto annexed and being upon my Rancho at New Mecklenburg. To have and to hold all and singular all the above specified Articles, and every One of them, by these presents granted, bargained sold and Confirmed unto the the Only proper use and behoof of the said J M. Ramirez & L. Sampson their Executors Administrators and assigns forever. Freely quietly peaceably and Entirely without any claim Restrictions or hinderances of any person whatsoever and without any account to me or to

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any other person, to be made answered, or hereafter to be rendered, so that I the said Charles Covellccccc, nor any person for me or in my name, may Exccc, Claim, or demand at any time hereafter any right title or interest in or to the said lands live Stock goods Chattels household furniture &c. or any part or parcel thereof but from all right title Claim and interest thereof shall be wholly barred and Excluded by price and value of these presents

In testimony whereof I have hereunto Set my hand and Seal this first day of October A.D. 1849

C Covéllccccc Lsealj

Signed Sealed and delivered
and possession of said premises
given by the said Charles Covellccccc
to the said J M Ramsey and T Simpson
in presence of
J ll Ordenez — Pedro Brito

State of Californco. Sacramento District
Town of Mary's Ville — } ss

On this fifth day of
March in the year One thousand Eight hundred
and fifty personally appeared before me
Pedro Brito One of the Subscribing Witnesses
to the within Conveyance to me known, who being
by me duly Sworn did depose and say that
he resided in the Town of Marysville, that
he knew Charles Covellccccc the undivided
described in and who Executed the within Convey
ance; that he was present and saw the said
Charles Covellccc Sign Seal and deliver the
same as his free act and deed; and that
the said Charles Covellccccc then acknowl
edged the Execution thereof as his free act
and deed Whereupon the said Pedro Brito
became the Subscribing Witness thereto

Stephen J Field
First Alcalde of Marysville & Justice of the Peace

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Recorded at Marysville in Liber 1 of Deeds
Pages 49. & 50 March 5th 1850 at half past
4 o'clock in the afternoon

Stephen J Field
First Alcalde.

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Recorded May 31. 1851 at 3 Oclock P M
in Book of Deeds No 4 pages 296 & 297
at request of J M Ramirez

J B Hovencamp Dep
Recorder

Filed in Office Sept. 12. 1853

Geo. Fisher
Secy

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Deed - Theodore Seard to Becker and Sweezy

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This Indenture made this Twenty Second day of February in the Year Of our Lord One thousand Eight hundred and Fifty; Between Theodore Seard of the Town of Marysville upon the Yuba River, State of California, party of the first part and Robert B Buchanan and Gabriel N Sweezy of the same place parties of the second part Witnesseth that the said party of the first part, for and in Consideration of the Sum of Two Thousand dollars to me in hand paid by the said parties Of the second part at & before the ensealing and delivery of these presents, the receipt Whereof is hereby acknowledged and Confessed hath granted bargained Sold aliened remised Released Conveyed and Confirmed and by these presents doth grant bargain Sell alien remise release Convey and Confirm unto the said parties of the second part and to their heirs and Assigns forever all that piece or parcel of land encircled in the Territory granted to Capt. John Sutter of Stock ton California by the Government of California and Situated on the South Side of the River Yuba or Juba bounded as follows - Northwardly by the River Juba or Yuba, Eastwardly by a line Commencing at said Yuba River and running One Mile and a half in length, whose is South of the Magnetic Pole and Runs as born dary to the Mineral Ranch, Westwardly by Feather River and Southwardly by a Straight line one Mile and a half in length Commencing at Feather River and running East of the Magnetic Pole until it joins the Eastern boundary at right Angles and Measuring in all One thousand and two hundred Seven Acres; Together with all and Singular the Tenements, hereditaments and Appurtenances thereunto belonging or in anywise Appertaining, and the Revision and reversions Remainder and remainders Rents Issues and profits thereof and also all the Estate right title and interest, property possession, Claim and demand Whatsoever, as well in Law as in Equity of the said party of the first part, of in

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or to the above described premises and every part and parcel thereof with the appurtenances

To have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said parties of the second part their heirs and assigns forever And the said party of the first part and his heirs the undisturbed One fourth of said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns against the said party of the first part his heirs and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

In testimony Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

Theodore Sicard [Seal]

Sealed and delivered in
the presence of Am McClenaco
Wm A Sikes

On this twenty third day of February A.D. One Thousand Eight hundred and fifty personally appeared before me Theodore Sicard known to me to be the person described in and who Executed the foregoing Conveyance and acknowledged before me that he Executed the same as his free act and deed for the purposes therein mentioned

Stephen J Sikes
First Alcalde of Marysville
and Justice of the peace

Recorded at Marysville in Liber I of Deeds Pages 34 and 35 May 23rd 1850 at 10 Minutes past twelve PM.

Stephen J Sikes, First
Alcalde of Marysville

Filed in Office Sept. 13 – 1853
Geo. Fisher Secy

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Administration Appointment.

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State of California }
County of Yuba }

William Henry Sampson of said County is hereby appointed Administrator of the Estate of John Sampson deceased of said County.

Witness E. D. Wheeler, Clerk of the Probate Court of the County of Yuba with the Seal of Probate Court affixed the day of October A. D. 1850.

By order of the Court
E. D. Wheeler
Clk.

Filed in Office Sept. 13, 1853.
Geo. Fisher
Decy.

Stipulation.

Commission on private land claims.
No. 147. Coillard et als Claimants.

It is hereby stipulated that the instrument made by Micheltorena, and commonly called the general grant, and which is attached to the deposition of Capt. Sutter, together with the deposition of said Sutter taken in the case of Samuel Kimberly No. may be read as if originally offered and taken in this case.

Robt. Greenhow
Asst. Law Agent.
Wm Carey Jones
of Counsel for Claimant.

Filed in Office Sept 10, 1853.
Geo. Fisher
Decy.

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Stipulation.

No. 147.

Before the U. S. Board of Land Commissioners.

Covillaud et al. Claimants.

It is hereby stipulated and agreed that a copy of a certificate this day filed in No. 248 by Stipulation and marked "A B" may be filed and considered in evidence in this case with the same force and legal effect as though an original certificate had been filed before the case had been submitted.

March 19, 1855.

J. H. McRoss
U. S. Law Agent.

Filed in Office March 19, 1855.
Geo. Fisher
Secy.

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1 Not 45

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Opinion of the Board by Com. A. Leech

Charles Covillaud et al
vs.
The United States

For the place called Honcut in Yuba County containing seven square leagues of land

The petitioners derive their title from Teodoro Cordua, who is alleged to have derived title to the premises claimed under what is called the general grant delivered to Captain Sutter by Governor Micheltorena. This document is set out in full and its terms and effect described in the opinion delivered in Case No. 196.

The testimony adduced in the case, in order to show that said Cordua, came within the description of persons who were by its terms entitled to the benefit of that document as grantees, consists of a petition presented to the Governor by him for a grant dated, March 15. 1843. a decree of Micheltorena referring it for information to the Prefect of the First District, and a similar reference by the Prefect to the Alcalde of the settlement of New Helvetia, who was Captain Sutter; a second petition by said Cordua to the Governor, more clearly defining the boundaries of the land solicited; a marginal decree by the Governor thereon referring it for a report by the Secretary; Jimeno's report recommending that action on the application be suspended until the Governor should visit the Northern portion of the country, as had been done in other cases of petitions for lands in Sacramento; and the decree of Micheltorena suspending action according to Jimeno's report and "as the Government has resolved by general decree". Appended to these documents is the certificate of Captain Sutter that the tract of land

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Solicited by Lorance was at present unoccupied, and a Copy of the general title, certified by said Butler bears date April 17. 1844, and the last, May 11. 1846. and both are proved by the testimony of Lapsley in Butler to have been made at the time they bear date.

This proof is sufficient to bring the case of Lorance within the provisions of the general title and to establish his right in Equity to the land described in his petition, provided the description is sufficiently definite to identify the Land, and the Conditions of inhabitancy & cultivation by him are proved to have been performed

In regard to the latter it is made to appear that Lorance cultivated and had Stock on the land in 1844 built his house there in 1845 and that the occupancy has since been Continued by him, and others deducing title from him under the grant.

As to the description of the premises, the boundaries on the four sides are specified in the petition for the grant with reference also to the Map accompanying it, and the general title conceded the land petitioned for. The map is proved to have been destroyed by fire, but the Witness Bedwell, by whom it was made, testifies that it delineated the granted premises according to the description Contained in the petition, and he presents a map which he testifies is a Copy in its general outlines of that which accompanied the petition for the grant This map Exhibits the location, and boundaries of the premises, as is described in all the other proof in the Case and seems sufficiently definite and specific to

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to incentify the premises. The Conveyances presented in the Case show the following Chain of title.

First. Lovell Conveyed one undivided half of the premises to the petitioner Covillaud on the 5th day of January 1849. She also Conveyed his remaining undivided half to Rye and Foster January 4. 1849. and Rye and Foster released the same to said Lovell and September 27. 1849.

Second. Covillaud sold in October 1849 one undivided quarter to J. D. Secard, which was subsequently Conveyed by said Secard to the Petitioners Robert B Buchanan and Gabriel N Lovejoy; thus giving them an interest of one undivided Eighth part Each in the premises

Third. Covillaud Conveyed also in October 1849, to J. M. Ramirez and John Sampson an undivided half of said premises. Ramirez is one of the petitioners, and as such Entitled to a Confirmation of One undivided fourth of the Land. Sampson is dead but is represented in the Case by William A Sampson, who is proved by the proper Evidence, to be the Administrator on his estate, and who in that Capacity is Entitled to a Confirmation of an interest of One fourth of the property. The remaining interest of Covillaud is also one undivided fourth part

A decree will be Entered Confirming the premises to the persons holding the above mentioned respective interests

Charles B Sampson is joined with the persons above named

as a petitioner in the case; but he is not shown to have any interest in the premises; and as to him an adverse decree will be entered

Confirmed

Filed in Office March 27. 1855

Geo. Fisher Secy

Recorded in Record of decrees Vol 2 page 585

Geo. Fisher Secy

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Decree

Charles Covillaud et al
vs
The United States

In this case on hearing the proofs and allegations it is adjudged by the Commission that the Claim of the petitioner Charles B Sumpson is not valid, and it is therefore decreed that his application for a Confirmation thereof be denied: And as to the other petitioners it is adjudged that their claim is valid, and is therefore decreed that the same be Confirmed; the said petitioners to have and to hold the premises hereby Confirmed in the respective proportions and interest following to wit; Charles Covillaud, One Equal undivided fourth thereof, J. M Ramirez One Equal undivided fourth part, William H Sumpson Administrator on the Estate of John Sumpson, deceased, One Equal undivided fourth part, Gabriel A Sweezy and Robert B Buchanan each, one equal undivided Eighth part thereof.

The land of which Confirmation is hereby made is situated in the County of Yuba and is known by the name of Honcut; being the same formerly occupied and which was granted to Theodore Cordua, and is bounded and described and following; to wit; Bounded on the North by the Arroyo of Honcut; on the East by the foot of the Sierra Nevada, on the South by the River of Los Yulos and the tract of land known as that of Senn John A Sutter having for its Northern line and the line of the land hereby Confirmed the parallel of latitude Thirty nine degrees, Thirty three Minutes and forty five seconds (39° 33' 45") North

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On the West, the said line of Sinn Sutter, the River Las Plumas and the Arroyo of Stone; Containing Seven Seven Leagues of Land, agreeably to and as the Same is laid down upon a Map of the Same which is filed in this Case Marked "No 1" and annexed to the deposition of John A Bidwell, to which reference is to be had for further discription and delineation of the said premises.

Stephens Welch
R. A. Thompson
S. B. Farwell
Commissioners

Filed in Office March 27. 1855
Geo. Fisher Secy

Recorded in Record of decisions Vol 2
page 587

Geo. Fisher Secy

And it appearing to the Satisfaction of the Board, that the Land hereby respectively is situated in the Northern District of California, It is hereby Ordered that two transcripts of the proceedings and decision in this Case and of the papers and Evidence upon which the Same are founded be made out and duly certified by the Secretary One of which transcripts shall be filed with the Clerk of the United States District Court of the Southern District of California and the other be transmitted to the Attorney General of the United States.

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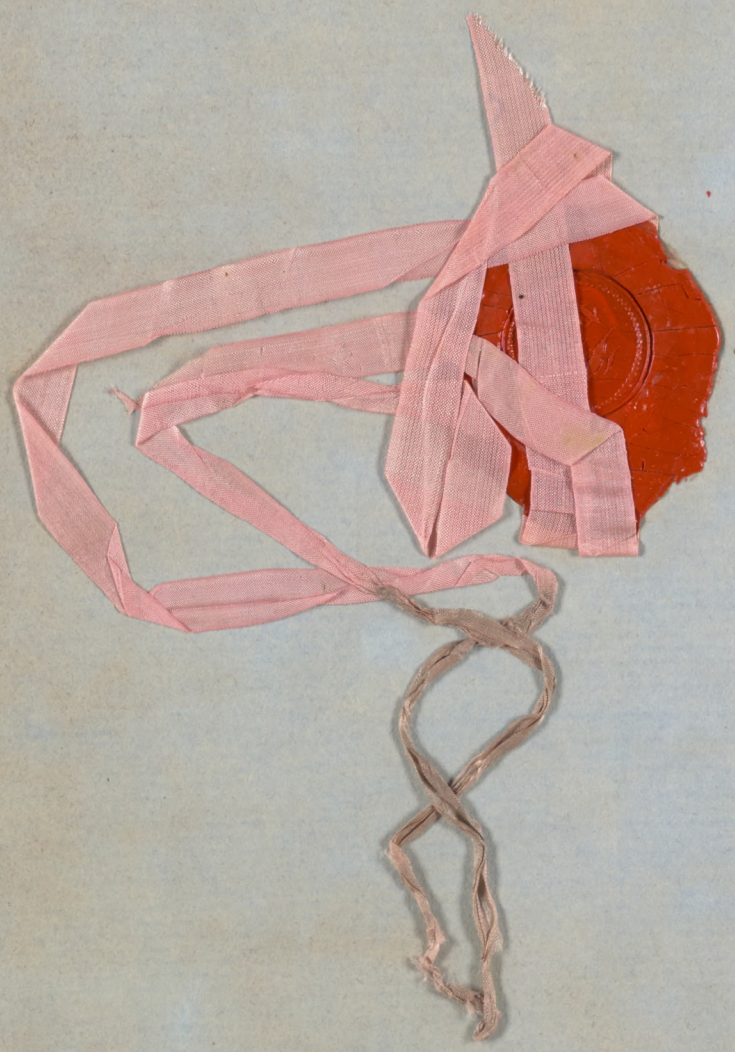
Office of the Board of Commissioners,
To ascertain and settle the Private Land Claims in the State of California.

I, George Fisher — Secretary to the Board of Commissioners to ascertain and settle the Private Land Claims in the State of California, do hereby certify the foregoing Seventy four — pages, numbered from 1 to 74, both inclusive, to contain a true, correct and full Transcript of the Record of the Proceedings and of the Decision of the said Board, of the Documentary Evidence and of the Testimony of the Witnesses, upon which the same is founded, on file in this Office, in Case No. 147 on the Docket of the said Board, wherein Charles Coillard, et, al, are — the Claimants against the United States, for the place known by the name of "Honcut." —



In Testimony Whereof, I hereunto set my hand and affix my private Seal (not having a Seal of Office) at San Francisco, California, this Fifteenth — day of October A.D. 1855 —, and of the Independence of the United States of America the ~~seventy~~ eightieth

Geo. Fisher.

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U. S. DISTRICT COURT,

Northern District of California.

No. 301 ND

THE UNITED STATES,

vs.

Charles Maillard, et al.

TRANSCRIPT OF THE RECORD

FROM THE

BOARD OF U. S. LAND COMMISSIONERS,

In Case No. 147.

Filed, October 25, 1855

J. A. Munroe,

Clerk

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Office of the Attorney General of the United States,

Washington, 3 December, 1855.

147 "Fossat" et al
Charles Caillaud, Claimants

You will please take notice that in the above case, decided by the Commissioners to ascertain and settle private land claims in the State of California in favor of the claimant, and a transcript of the proceedings in which was received in this office on the 20th day of November, 1855, the appeal in the district court of the United States for the Northern district of California will be prosecuted by the United States.

Attorney General.

No 301

U. S. District Court
Northern Dist of Cal[a].

United States
vs
Chas. Covillaud et al;

Notice of Appeal in
Case no. 147.

Filed Feby 1. 1856.
by Clevers.
Deputy

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In the District Court of the United States for the Northern District of California.

The United States,
Appellants
v.
Charles Covillaud,
Jose Manuel Ramirez,
William A. Sampson,
admr. of John Sampson, dec'd.
Gabriel A. Sweezy,
Robert B. Buchanan and
Charles B. Sampson
Respondents.

Decree No 301.

"Honcut

Stated Term,
Feb: 23. 1857.

On Appeal from the final decision of the Board of Commissioners to ascertain and Settle private Land Claims in the State of California.

This cause having come on to be heard at a Stated Term of the Court on Appeal from the final decision of the Board of Commissioners to ascertain and Settle private Land Claims in the State of California constituted by an Act of Congress passed March 3. 1851, upon the Transcript of the report and of the proceedings and decision of the said Board of Commissioners and of the papers and evidence on which said report and decision were founded, which Transcript was duly filed according to law: and the respective parties

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having been heard by their Counsel and full consideration in the premises having been had by the Court: It is by the Court here Ordered, adjudged and decreed that the said decision of the said Board of Commissioners be and the same is in all respects affirmed:

And it is also ordered, adjudged and decreed by the Court here that the claim of the several Respondents Charles Covillaud, José Manuel Ramirez, William A. Sampson, administrator on the estate of John Sampson, deceased, Gabriel A. Swezy and Robert B. Buchanan is a good and valid claim, and that the same be and hereby is confirmed: But that the claim of the Respondent Charles B. Sampson is declared not to be a good and valid claim and is hereby rejected, and his application for a confirmation thereof is denied:

The said Respondents Charles Covillaud, José Manuel Ramirez, William A. Sampson, administrator on the estate of John Sampson, deceased, Gabriel A. Swezy and Robert B. Buchanan to have and to hold the premises hereby confirmed in the respective interests and proportions following, to-wit:

Charles Covillaud one equall undivided fourth part thereof, José Manuel Ramirez one equal undivided fourth part, William A. Sampson, administrator on the estate of John Sampson deceased one equal undivided fourth part, Gabriel A. Swezy and Robert B. Buchanan each one

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equal undivided Eighth part thereof:

The land by this Decree affected and confirmed is situated in the County of Yuba in the said State of California and is known by the name of "Honcut", being the same formerly occupied by and which was granted to Teodoro Cordua, and is bounded and described as follows, to wit: Bounded on the North by the Arroyo of Honcut, on the East by the foot of the Sierra Nevada; on the South by the River of Las Yubas and the tract of Land known as that of Señor John A. Sutter, having for its Northern line and the line of the land hereby confirmed the parallel of latitude Thirty nine degrees, Thirty three minutes and Forty five seconds (39°, 33', 45") north; on the West the said tract of Señor Sutter, the River Las Plumas and the Arroyo of Honcut, containing Seven Square leagues of land, agreeably to and as the same is laid down upon a Map of the same which is filed in this case marked "No. 1" and annexed to the deposition of John A. Bidwell to which reference is to be had for further description and delineation of the said premises.

Ogden Hoffman
U. S. Dist: Judge

This decree is correct.
Wm Blanding
Dist Atty

In the District Court of the United States for the North-ern District of California.

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The United States,

Appl'ts.

v.

Charles Covillaud et al.,

Resp'ts.

Decree.

Filed Feby 23. 1857.

W. H. Chevers

Dep'y

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At a Stated Term of the District Court of the UNITED STATES OF AMERICA, for the Northern District of California, held at the Court Room, in the City of SAN FRANCISCO, on Wednesday the first day of April in the year of our Lord one thousand eight hundred and fifty-seven.

Present:

The Honorable OGDEN HOFFMAN, *District Judge.*

The United States
v
Charles Coutland et al } D. C. 301; L. C. 147

In this case, on application of the U. S. attorney, made in open Court, it is ordered by the Court that an appeal in behalf of the United States from the final decision of this Court rendered at the present term be and the same is hereby granted; and that a certified transcript of the pleadings, evidence, depositions & proceedings in the said cause be sent to the Supreme Court without delay.

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United States District Court, Northern District of California.

The United States

vs.

Chs. Covillaud et al

ORDER.

granting appeal

Filed April 1st 1857

John A. Monroe,

Clerk.

By W. H. Chevers

Deputy.

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At a Stated Term of the District Court of the UNITED STATES OF AMERICA, for the Northern District of California, held at the Court Room, in the City of SAN FRANCISCO, on Friday the 21st day of August in the year of our Lord one thousand eight hundred and fifty-seven.

Present:

The Honorable **OGDEN HOFFMAN**, *District Judge.*

The United States
v
C. Covillaud et al

D.C. 301 : L.C. 147

The Attorney General of the United States having given notice that appeal will not be prosecuted in this case, and a stipulation to that effect having been entered into by the District attorney:

On motion of the U. S. attorney it is hereby Ordered adjudged and decreed that the order granting appeal to the U. S. Supreme Court in behalf of the U. S. heretofore entered herein, be vacated, and that claimants have leave to proceed under the Decree heretofore entered in their favor, as under Final Decree

Ogden Hoffman
U. S. Dist Judge

301

United States District Court, Northern District of California.

The United States

vs.

C. Covillaud et al

ORDER.

Vacating appeal

Filed August 21 1857

John. A. Monroe,

CLERK.

By W. A. Chevers

DEPUTY.

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U. S. District Court

The United States

v

Ch.s Coviland et al

D.C. 301 : L.C. 147

In pursuance of notice from the U. S. Attorney General it is hereby stipulated and agreed that the order granting appeal to the U. S. Supreme Court, heretofore entered herein, be vacated, and that claimants have leave to proceed under the decree of this Court heretofore rendered in their favor, as under Final Decree.

San Francisco Aug.t 21st 1867

P. Della Torre

Thos. L. Thompson

Thompson & Campbell

Attys for Claimants

301

U. S. Dist Court

The United States

v

C. Covillaud et al

stipulation

Filed Aug: 21. 1857.
W. H. Sherwood.
Deputy.

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In the Dist. Court of the U.S.
Nor. Dist. of Cal.

Covillaud et al) No 301
) Ranchos de Sonoma
vs)
The United States)

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And now at this come the said Claimants by their attorny Thompson Campbell, and upon Stipulation filed, it is ordered by the court that the decree of confirmation heretofore entered in this cause, be so amended, as that the interest therein confirmed to Robert B Buchanon, be adjudged, decreed and confirmed to the heirs and legal Representatives of the said Buchanon now deceased. And it is further ordered, that all proceedings had in said cause prior to and before the pendition of said decree ~~of~~ by said Court, be deemed and considered to have been had and conducted in the name and for the benifit of said heirs and legal Representatives, and that said Stipulation be filed, and made part of the record for the purposes therein set forth.

Ogden Hoffman
U.S. Dist Judge

No 301.

Charles Goodhue Dodge.

vs

The United States.

Order by the Court on stipulation.

Filed April 12. 1858.

W. A. Richards.

Clerk.

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In the District Court of the U. S.
for the Nor: Dist: of Cal.

Charles Covillaud et al } No 301
vs
The United States } Bench de Hon et.

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The undersigned hereby stipulate and agree that the decree heretofore rendered in said entitled cause, shall be so amended, as that the interest therein confirmed to Robert B. Buchanan, shall be adjudged, decreed and confirmed to the heirs and legal Representatives of the said Buchanan, now deceased. And it is further agreed that all proceedings had in said cause prior to said decree, and since the death of said Buchanan be deemed and considered to have been in the name and for the benefit of the his said legal Representatives and heirs. And that this stipulation be filed Nunc pro tunc, that is to say, immediately after the death of the said Buchanan. And also that a certified copy of the affidavit of Schuyler L. Tompkins, establishing the fact of the said Buchanan's death, be annexed

and filed in cause No. 341. and entitled Coville et al. vs The United States, be made part of this stipulation. and that this stipulation be made part of the record in said cause. No 341.

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Filed Sept 9th 1868

P. Della Fove
U. S. Atty
Thompson Campbell
Atty for Claimants

No 301.

Chorbr. Covillaud et al.
vs
The United States

Stipulation to amend Decree so as to make heirs of Buchanan a party &c.

Filed April 12. 1858.
W. H. Chenet,
Clerk.

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At a Stated Term of the District Court of the UNITED STATES OF AMERICA, for the Northern District of California, held at the Court House, in the City of SAN FRANCISCO, on Wednesday the Sixteenth day of November in the year of our Lord one thousand eight hundred and fifty-nine,

Present:

The Honorable OGDEN HOFFMAN, *District Judge.*

The United States,
vs.
Chas. Coiland, et al.

D. le. No. 301,
L. le. No. 147.

"Houcut."

It being suggested to the Court that the survey of the land claimed in this case, made under final decree, and approved by the U. S. Surveyor General for California is erroneous, on application of A. P. Crittenden, Esq. of Counsel for the Claimants, it is ordered that said Surveyor General return to this Court a certified copy of the plat of said approved survey, and that the Claimants be allowed ten days, from and after the return thereof to file exceptions thereto:

And it is further ordered that a certified copy of this order be served upon the said Surveyor General for his information.

U S Marshals Office
San Francisco, Nov. 16th 1859

I have this day made personal service of by copy of this Order on I. W. Mandeville U. S. Surveyor General for the State of California

P. Y. Solomon
U S Marshal

District Court of the United States for the Northern District of California.

Clerk's Office,

I hereby Certify the foregoing to be a true copy from the Minutes of the said Court.

.... *Clerk.*

By .... *Deputy.*

No 301.

District Court of the United States
IN AND FOR THE
Northern District of California.

The United States,

vs.

Chas. Covillaud,

Order to Return Survey, etc.

Filed Nov. 16, 1859.

W. H. Chevers *Clerk.*

By .... *Deputy.*

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In the District Court of the United States for the Northern District of California

Charles Covillaud et als } No 301. District Court
vs.
The United States. } No 1117. Land Commission.

The claimants in this case object and except to the Official survey of the land confirmed to them, which has been made by the Surveyor General of the United States for the State of California, and a certified copy of the plat of which has been returned to this Court, and filed herein under an order of Court.

And the claimants show the following for grounds of objection and exception to the said survey:

1. That it does not conform to the Decree of confirmation made by this Court, in this: That said Decree confirms to these claimants all the land lying between the Arroyo of Honcut, on the North, the Yuba River and the Northern line of the lands of J. A. Sutter on the South, the foot of the Sierra Nevada on the East, and the River Las Plumas, (Feather River,) the said tract of J. A. Sutter, and the Arroyo Honcut on the West, as shown in the Map referred to in the Decree, yet the said survey does not extend Eastward to the foot of the Sierra Nevada, nor far enough Eastward

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to touch the Yuba River, and excludes a large tract of land, which lies between the Eastern line of the survey, the foot of the Sierra Nevada, the Arroyo Honcut, and the Yuba River, and said Northern line of Sutter;

2. That the said survey does not conform to the said decree, nor to the map therein referred to, but is materially variant, therefrom, in this: that it does not reach the Yuba River, which is designated in said decree, and map, as being in part the Southern boundary of the lands, and does not at any point touch the foot of the Sierra Nevada, which is therein designated as the Eastern boundary of the lands.

3. That Theodore Cordua, the original grantee of the lands under whom these claimants claim, made all his substantial improvements, and cultivated portions of the land in the North Eastern part of the tract described in said decree and map, at a place lying between the Eastern line of said survey, and the foot of the Sierra Nevada, and that by said survey, all of said improvements and cultivated lands are excluded,

4. That said survey excludes certain parcels of land lying in the South Eastern part of the tract described in said decree and map, which, before the making of said survey, had been sold and conveyed by the holders of

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the title of Theodoro Cardua, the original grantee, and which these claimants requested and directed the said Surveyor General to include in said survey,

5. That the said survey excludes the most valuable portion of the land granted and described in the petition of Cardua, the decree of confirmation, and the map therein referred to, especially the North Eastern portion thereof, which is the only portion cultivated by said grantee, and on which substantial improvements were made by him; and in lieu of the land so excluded, it embraces a large quantity of sterile and unproductive land of no value, and altogether unfit for the grazing of cattle, which was the use to which the land was intended to be applied, and the purpose for which the grant was solicited and made.

6. That if these claimants are only entitled to seven leagues of land to be taken within the boundaries of the larger tract of land, described in the petition of Cardua, the decree of confirmation, and the map therein referred to, they are entitled to elect where they will take the said quantity, and have so elected, but said survey has not been made in accordance with their election and request.

7. That there is no other claim to any portion of the land lying between the Arroyo Mon-

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-cut, on the North, the Yuba River on the South
the foot of the Sierra Nevada on the East, and
the line delineated on said survey, as the East-
-ern line of the Honcut Rancho, and that
if these claimants are only entitled under
said decree of confirmation to seven
leagues of land to be taken out of the
larger tract described in said decree, and
the Map therein referred to, then they
have elected to take the said seven leagues
within the boundaries designated in the
plat of survey here=with filed, marked Exhibit "A," and
~~attached~~ made
part of these exceptions, the Eastern line
of which is the broken red line which
follows the lines of the subdivisions
of the public lands, as surveyed by the
said Surveyor General, from the Arroyo
Honcut on the North, to the Yuba River
on the South; and is so drawn as to
contain the quantity of seven leagues
and to include the improvements made
by said Cordua, the original grantee, and
the lands cultivated by him, and also
to include the lands sold and conveyed
before the making of said survey; that
said election has been made by the
original grantee, by the location of his
improvements, by those holding under
him by making sales of portions of the
land, and by these claimants by express
request and direction to the Surveyor Gen-

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eral, to run the lines as delineated in the plat Exhibit A, herewith filed;
~~hereto annexed~~; and that said election it not in violation of any of the rules or regulations of the Executive Department of the Government in relation to surveys;

And these claimants say, that they object and except to the survey made and returned to this Court, on the ground that it it not made in accordance with their said election and request.

These claimants therefore pray that said survey be rejected, and that the said Surveyor General be ordered and adjudged to make a new survey of the lands, and include therein the whole of the tract described in the petition of said Cordua, the decree of confirmation made by this Court, and the map therein referred to; or, if in the opinion of the Court, these claimants are only entitled under said decree to seven leagues of lands, then they pray that said Surveyor General be ordered and adjudged to make a new survey, and include therein the lands formerly cultivated and improved by said Cordua, and also the lands sold as aforesaid and to take as the lines of his survey, the boundary lines delineated in red, on the plat ~~hereto annexed~~ Exhibit A, herewith filed

Crockett & Crittenden
Attys for Claimants
Chas. Boillard et als.

301

United States District Court.

Charles Covilland
et al
vs
The United States.

Exceptions to Survey
by claimants.

Crockett & Crittenden
attys for claimants

Filed Dec: 26. 1859.
W. D. Cheves.
Filed Dec 26 1859

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DISTRICT COURT OF THE UNITED STATES,

Northern District of California.

1

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The United States
VS.
Chas. Covillaud, et al.

San Francisco, March 1st 1860,

On this day, before me, WILLIAM H. CHEVERS, a Commissioner of the United States for the Northern District of California, duly authorized to administer oaths, &c., &c., came Michael. le. Nye,

a witness produced on behalf of the Claimants in Case No. 301, being an appeal from the Board of Commissioners to ascertain and settle the Private Land Claims in the State of California, in Case No. 147 on the Docket of the said Board of Commissioners, and was duly sworn and testified as follows—

~~his evidence being interpreted by a sworn interpreter, to wit.: By~~

PRESENT: Mr Crockett of Counsel for the Claimants, and Sally. R. Wade, Esq. Acting U. S. Dist. Atty. for the U. S.

QUESTION 1ST, By Counsel for the Claimants,

What is your name. age. and place of residence.

Answer.

Michael. le. Nye, Am 38 years of age, and reside in Marysville. Yuba County.

2nd. How long have you resided in California?

Ans. Since 1841.

3rd. State whether or not you are acquainted with Theodore Cordua, and if so, when did you first become acquainted with him?

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Ans. I am acquainted with him, and met him at New Helvetia in 1843.

4th Do you know whether or not he is the same person to whom the Honcut Rancho lying on Feather River, and Honcut creek was granted by the Mexican Government?

Ans. Yes Sir. he is the same person.

5th. State whether or not you were in the employment of the said Cordua, if so, when, and in what capacity?

Ans. I was in his employment till of 1844, and part of 1845, as overseer of his Rancho.

6th. What Rancho do you refer to.

Ans. I refer to part of the Sutter Rancho, including this Honcut Rancho.

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7th. Q 3

Examine the document now shown to you Marked Exhibit "A." filed by the Claimants in this cause to their exceptions to the Survey Returned by the Surveyor General into this Court, and State whether or not you are acquainted with the lands lying along the Eastern line of the Survey as designated by red lines in Said Exhibit "A."

Ans. Yes Sir. I am.

8th. Do you know whether or not any portion of the lands in the North East corner of the said tract as designated in Exhibit "A," were occupied or cultivated by the said Theodore Cordua, and if so, describe where the said lands were situate, and when, and to what extent they were cultivated by the said Cordua.

Ans. There were lands cultivated by Cordua in that part of the tract, I cannot say precisely where they are on the Exhibit, It has been so long ago, that I cannot designate precisely the Spot. It was either on the South Boucut, or the Middle Boucut, Indicated by the blue lines on Exhibit "A." It was either in 1844

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or 1845. Can't state positively. Some
4 Twenty or Thirty acres were in cultivation
barley, beans, and vegetables.

9th Question

How far, and what direction were the said cultivated lands from the junction on the East of the South & Middle Boncut, as designated on Exhibit "A."

Ans. Can't state how far, nor in what direction, but it was in the vicinity of the junction of these two streams.

10th. Do you know where Pyatt's house is, as designated on Exhibit "A."? and if so, state how far, and in what direction the said cultivated lands were from where the said house now is.

Ans. I know where the house is. I have been there, and have seen it. I should judge that said cultivated lands are from a mile to a mile and a half from said house, and to the Westward of it.

11th. State what improvements, if any, were made upon, or near the said cultivated lands by the said Gardner at the time the said lands were cultivated.

Ans. We had a temporary corral there a tent stretched there during the time

of cultivation.

12th. 5 Who superintended the cultivation of said lands for said Cardua.

Ans. I did myself.

13th. How far were the said cultivated lands West from the foot hills of the Sierra Nevada?

Ans. Some of The hills run ~~right~~ down ~~to them~~ opposite, and within about half a mile South, or South East from said lands. Following the Honcut Creek, it may be 1½ or 2 miles to the foot hills. Hills also come up to the banks of the stream on the North side, and opposite to the said cultivated lands.

14th. State the character of the lands in the North East corner of the survey as designated by the red lines in said Exhibit "A." East of the black line on the said Exhibit, running South from a point on the creek near McCalla's house.

Ans. Some of the lands ~~within the limits of the bottom of the Creek~~ within the limits described, and lying along ~~the bottom of~~ the creeks, is very fine. Other portions of the lands are red lands, and not so good.

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15th, What proportion do the rich, and fertile lands, within the limits described in the last question, bear to the inferior, and sterile lands within the same limits.

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Ans. I should judge that about ⅓ of the land within those limits, is sterile land.

16th. State particularly the quality of the remainder, within those limits, whether it is of only moderate quality, or of more than ordinary richness.

Ans. Some is only moderate, and other is rich land, good for agriculture.

17th State whether or not you are acquainted with the quality of the land lying West of the black line before referred to, and East of a red line parallel thereto, & to the Westward of it.

Ans. I am.

18th State the quality of it.

Ans. It is high, dry, hard prairie land.

19th. State whether or not it is valuable for agricultural purposes, or otherwise.

Ans. I should think not.

20th How does it compare in value with the lands lying on the Stoncut Creek, East of the said black line.

Ans. It is not near so valuable, not near so rich.

21st. State whether or not the lands lying West of the said black line, and East of the said parallel red line is of any value for any purpose. If so, state what.

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Ans. It might do to graze sheep on the first part of the season. It can only be used for grazing in the Spring of the Year, and there is very little grass on it then.

~~Cross examined~~

22nd Are you acquainted with the character of the land in the South East corner of the said survey, on Exhibit A, lying along the Guba river, West of the East line, East of Hermitage Slough?

Ans. I am.

23rd Describe the quality of said land?

Ans.

It is fine bottom land.

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Cross Examination
Questions by Atty. U. S. Dist. Atty.

1st.

Where did Hon. Conduit, the original grantee, reside in 1844 and 1845?

Ans.

Where Marysville is now located.

2d.

State whether he had at that time, at that place a ranch establishment, and if so, what was the extent and description of it?

Ans.

He had, An Adobe house, Corral Adobe ranch &c.

3d

How far from this house, were the land cultivated on the Bancut and spoken of by you in your testimony

Ans.

It should judge about ten or twelve miles.

4th.

State whether there was in the immediate vicinity of his own residence, an ample quantity of fertile land, claimed by him

and sufficient for his agricultural purposes?

Ans.

There was.

5th.

Do you know the object of Cardua, in going ten or twelve miles from his residence to the land and the Stancut, spoken of as having been improved by you, to plant in the crop of barley, beans, and vegetables, and if so state what it was?

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Ans.

It was on account of the dry season.

6th.

Did you select the ~~designation~~ place yourself, without any specific designation from Mr. Cardua?

Ans.

Mr. Cardua was with me at the time we selected the place for cultivation.

7th.

Was the land cultivated by you on the Stancut fenced?

Ans.

It was not.

8th.

Was not one of the objects of Cardua in going as far from his residence on the Stancut, to

cultivate the land, to get beyond the range of the shock?

Ans.

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Yes sir, The shock frequently came up there.

9th.

Was that crop harvested?

Ans.

Yes sir.

10th.

Was the cultivation of that land continued after that year?

Ans.

I don't recollect of its being done again.

11th.

Have you been acquainted with that property since?

Ans.

Yes sir, from 1844 upwards.

12th.

State if you please, if you are acquainted with all the lands, within the black line, the Sutter boundary, Feather river, and the North Mancot as designated upon Exhibit "A." already referred to by you?

Ans.

I am.

13th.

What proportions of that land is fertile land, and what pro-

portion is prairie or grazing land?

Ans. I should judge there was two thirds of it good grazing and agricultural lands.

14th Shake whether or not all the lands within the exterior boundaries of the grant except the river bottoms are not, on average lands for grazing purposes, in the winter, Spring, and early part of Summer?

Ans. They do ordinarily well in the Spring and first part of the season.

15th Was it not the practice of Mr. Carquin to grage his stock in the Spring and early part of Summer upon the prairie land between the rivers, and in the latter part of the Summer and Fall in the bottom lands by the rivers?

Ans. The stock run at large all over the country. In the Spring of the year they ranged out into the plains, and in the Fall they retreated to the bottom.

16th Shake in what manner, the land prairie land as shown upon

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the central part of Exhibit "A" referred to, can be made most valuable and useful. Whether by being used in connection with the river front, or seperated therefrom?

Ans.

With the river front it would be useful for graging purposes, without the river front it would not be worth much.

17th.

Did Mr. Cordua have any improvements on the East bank of the Feather river, and within the limits of the survey as shown by exhibit "A"?

Ans.

Yes sir, he had.

18th.

Where were they, what were they and when were they made?

Ans.

They were made in 1844 or 1845 I dont remember which. They were on the East bank of the Feather river about ten miles above where Marysville is now. They consisted of a house, corral, and some lands cultivated.

19th.

How far from these improvements to the mouth of the Yuba river was cultivated by you on the Hunout?

Ans.

It was probably 7, 8 or 9 miles, I could not tell exactly

Q 21.

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Are you acquainted with the place known as "Briggs" on the Guba river?

Ans.

I am.

Q 22.

Map marked "B" shown to witness.

Q 23.

State whether you recognise this exhibit "B" as a true map of the land lying South of the Southern line of the Sunken grant, and within the lines of the Guba and Feather rivers?

Question objected to as irrelevant,

Ans.

Yes sir, It looks like it.

Q 24.

Do you know what lands were claimed by Cordua, under the Cordua grant?

Ans.

Question objected to as incompetent and irrelevant,

Ans.

Yes sir,

Q 23rd

State how far down on the North side of the Yuba river, the lands of Cordua, the lands claimed by him under his grant, extended? Refer to the map marked "B" for that purpose?

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Ans. I don't know.

24th

Have you been a part owner of this grant, if so did you purchase from Cordua?

Ans. I was interested in it, and did purchase from Cordua.

25th

To whom did you convey?

Ans. To Charles Covillaud, one of the claimants. He is my brother in law.

Direct resumed.

1st

Have you now any interest in the said grant?

Ans. No sir.

2nd

On what part of the said Rancho within it's exterior

boundaries, as defined on exhibit "A," is the largest body of poor and sterile land?

Ans.

In the central part.

3rd

When Cardua resided where the present site of Marysville is, on what claim of title or right, did he occupy the lands, lying between the Feather and Yuba rivers, and South of the Cardua grant?

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Ans.

On a lease from John A Sutter,

4th.

How does the land lying West of the black line, and East of the parallel red line, before referred to, compare for grazing purposes with the remainder of the high land embraced in the said survey, and exclusive of the bottom lines?

Ans.

It is as good as same, and not as good as other portions.

5th.

How much of the remainder of ~~the remainder~~ the high land is of no better quality, than that between the said red and black lines?

Ans.

It may be a Gareth as a fifth to I could not say positively.

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Cross examination resumed.

Q.

Was not Mr. Cardua living in 1844 or 1845, on the Sutter grant where Mayfield now stands, as one of the Mexican families spoken of in the terms and conditions of the grant to John A. Sutter from the Mexican Government?

(Question objected to as incompetent and irrelevant.)

Ans.

* I don't know.

Wm. C. Wise

Sworn to and subscribed this first day of March, 1860. before me,

W. D. Clement.

N. P. County Cal.

* The whole of the testimony of this witness is objected to and is ground of his being cross examined.

No. 301.

U. S. Dist. Court.

The United States.

—vs—

Chas. Coillaud.
et al.

Deposition of
M. le. Nye
on survey.

Filed March 9, 1860.
W. H. Chenery
Clerk

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DISTRICT COURT OF THE UNITED STATES,

Northern District of California.

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The United States

VS.

Chas. Covillaud, et al.

San Francisco, March 2nd 1860.

On this day, before me, WILLIAM H. CHEVERS, a Commissioner of the United States for the Northern District of California, duly authorized to administer oaths, &c., &c., came A. W. Von Schmidt a witness produced on behalf of the Claimants in Case No. 301, being an appeal from the Board of Commissioners to ascertain and settle the Private Land Claims in the State of California, in Case No. 147 on the Docket of the said Board of Commissioners, and was duly sworn and testified as follows—~~his evidence being interpreted by a sworn interpreter, to wit.: By~~

PRESENT: Mr Brackett of Counsel for Claimants, and Sally R. Wise, Esq. Acting U. S. Attorney, for the U. S.

QUESTION 1st, By Counsel for the Claimants,

What is your name, age, and place of residence?

Ans. A. W. Von Schmidt, am 36 years of age, and reside in San Francisco.

2nd, Examine the document ~~now~~

now shown to you marked Exhibit "A." filed with the exceptions to the survey herein, & state by whom, the survey represented on said Exhibit "A" was made.

Ans.

The survey was made by me under instructions of the U. S. Sur. General for California.

2

3rd.

State what is the character of the land embraced in the N. E. corner of said survey, and East of the black line on said Exhibit "A." running South from a point near Colby's house.

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Ans.

Principally bottom land. such as we class as first rate land.

4th

What is the character of the land in the S. E. corner of said survey East of said black line?

Ans.

Principally bottom, and of the first quality. Most of it is bottom land. a portion on the back line from the river is second class land. The balance is first rate.

5th

What is the character of the land lying between the said black line on the East and the parallel red line on the West.

Ans. Mostly level, and such as we class second rate.

6th. When was the survey delineated on Exhibit A. made,

Ans. Either in August, or September 1857.

7th. What was the condition of the land in respect to pasturage at that time lying between the said Red, and black lines

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Ans. It was very poor at that season of the year, destitute of water, and very hard. It was difficult to make mounds, or set a post.

8th. What is the character of the Soil,

Ans. It is what we call in California red land. The Eastern portion may have some pebbles in it, ~~and it~~ The soil is of a clayey substance, and what we term second rate land, in our returns to the office.

9th State whether or not the said land is adapted to cultivation for agricultural purposes,

Ans. I think that grain could be raised on it by putting it in early. As

great deal depends on the Season, whether it is dry or wet.

10th.

How does it compare in quality & fertility with those portions of the said Survey lying East of the said black line.

Ans.

The difference is very great between the red up lands, and the bottom lands, The bottom lands never, to my knowledge fail in crops, though the up-lands (sometimes fail) do. The difference in the crops is very great, being largely in favor of the bottom lands.

11th.

What would you estimate to be the relative difference in Value, between the said Red lands, and the bottom lands.

Ans.

On Bear River, known as Johnson's Ranch, the soil is very similar to that of the Honcut, The red land on Johnson's Ranch is very simi=lar to the red land on this Ranch, The prices of the bottom land when selling is $20 per acre, While that of the red land contiguous sells for $2. or $3. per acre. They generally buy this red land, as waste land, to range their stock, While their crop is being raised in the bottom lands.

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12th.

Can you state what the black line on said Exhibit "A" is intended to rep=
=resent.

Ans.

It is a line representing the East line of the last Survey made under in=
=structions from the Commissioner of the General Land Office at Washington, a copy of which has been returned into this Court by the U. S. Surveyor General for California.

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13th.

State whether or not the Eastern line of the said Survey delineated on Exhibit A, runs upon the subdivision lines of the Government Surveys.

Ans.

Yes, it does.

14th.

State what the irregular ~~lines~~ red lines on the Eastern part of Exhibit A, are intended to designate.

Ans.

The one that is furthest to the East is intended to represent the foot hills of the Sierra Nevada. The other one is merely put in to represent some low, rolling hills, undulating country.

15th.

What is the character of the land lying East of the said black line, and between the North Eastern & South Eastern portions of the

said Survey, and the foot hills of the Sierra Nevada, as delineated on said Exhibit A.

6

Ans.

Very similar in regard to soil to that portion lying West of the black line, with the exception of its being a little more undulating, rolling towards the foot hills of the Sierra Nevada, which we class as second rate land.

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16th.

Do you know whether or not any portion of the lands lying between the East line of the Survey, as represented on Exhibit A, and the foot hills of the Sierra, are claimed under any Mexican, or Spanish Grant.

Ans.

The Eastern boundary of the "Honcut" Ranch calls for the foot of the Sierra Nevadas as one of its boundaries, I do not know of any other Grant calling for this boundary, except the Honcut.

17th

State whether or not before, or at the time of making the said Survey, any right of election was exercised by the Claimants of the Honcut Ranch in respect to the location of the North-Eastern, and South Eastern corners of the said Survey.

Ans.

7 The selection was made by the ~~parties~~ claim-
=ants of those two portions of the Ranch
on a map made as an ~~mistake~~ ~~map~~ survey by Mr Van Dorn, in
the hands of the Claimants, said lines
as represented on Exhibit A.
were marked out by the Surveyor
General, or his Chief Clerk previous
to my going into the field, and I
ran them accordingly.

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~~18th.~~

Cross examined by Dety. U. S. Atty.

18th. To whom did the Claimants signify
their election to take the lands spoken
of by you in the North East & South
East corners of the Survey, as delin-
=eated on said Exhibit "A".

Ans.

In the office. I am not certain
whether to the Surveyor General
or to the Chief Clerk, or to both
of them, but in the field the Claimants
requested me to take in all that
portion marked out on the map,
reaching up to the foot hills.

19th. Who marked out this particular
land on the Van Dorn Map.

Ans.

It was done in the office. ~~It was~~
~~not~~ but I dont know by whom.
It was furnished me as my guide.

20th. & What is the difference in the length of the lines of the survey, which is being contested, and of the survey as de=lineated on the said Exhibit "A."

Ans. The black line is about eleven miles long, and the red, about twenty.

21st. In what manner did you receive compensation for making the survey delineated by red lines on Exhibit "A" whether per mile, or otherwise, Who paid the compen=sation, and how much.

Ans. I received compensation for the red lines in the usual manner, from the Government. For the subdivision work of the Ranch, I received pay from the Claimants, which was private work. The amount, I do not now recollect exactly, nor do I think it nec=essary to state, if I did.

22nd. What subdivision work do you refer to?

Ans. I refer to the subdivision of that portion of the Honcut Ranch, lying on the Honcut Creek, all North of the Township line, running West through the Grant, or that

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portion lying in Township 17 N.
Range 3 East, and Township
17 North, Range 4 East, which
was subdivided on subdivision
lines for the Claimants.

23d. Did you not receive compensation
from the Claimants, or some of the
Claimants in advance before
making the survey delineated
by the red lines on Exhibit A.

Ans. Not to my recollection, I might
~~24th~~. have received some money from
them in advance, but it was
for the subdivision work which
I have already alluded to.

24th. Have you any Map or field notes
of that subdivision work.

Ans. Not that I know of. I furnished the
parties with a Map and the field
notes, which they now have in
Marysville, I dont remember
to have kept a copy of either.

25th. About what length of lines was there
in that subdivision survey which you refer to.

Ans. I do not recollect now.

26th. Did you receive as much as $1000—
for the subdivision survey which

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10 you refer to.

Ans. I do not recollect. it has been such a long time ago. My Assistant attended to the matter.

27th. Is not all the land within the exterior boundaries of the Grant. to wit. Within Feather River. Honcut Creek. The foot hills. and the Sutter line. excluding the bottom lands. common. or average quality of prairie land for grazing purposes.

Ans. Yes Sir.

28th In what manner can the prairie lands in the central portion of the Grant be made most useful. & Valuable. Whether by occupying the same in connexion with bottom lands on the Rivers front. or by segregating. and using them exclusive of the bottom land. and River front.

Ans. I think. in connexion they could be used to the greatest advantage.

29th Is not this prairie land in the central portion of Exhibit A. good grazing land. during the latter part of Winter. in the Spring. and early part of Summer.

Ans. To the best of my knowledge. I think it is

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good grazing land in the Spring, and
early part of Summer. I dont Know
What it would be in the Winter.

30th. Have you observed personally the dif=
=ferent branches of the Roncut on the
North Eastern portion of Exhibit "A".

Ans. Yes Sir.

31st. Are they correctly delineated on said
Exhibit by the blue lines there made.

Ans. Wherever the lines cross the Creek, they
are correct, That portion in the in=
=terior was merely sketched in, by
the eye.

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32nd. How many branches of the Roncut
are there at the point where the black
line on Exhibit A. crosses.

Ans. The black line crosses the South Roncut,
and two, or three other branches, but
I do not Know whether they are
branches of the Roncut, or not.
The line terminates in the centre of
the North Roncut.

33rd. Is not the middle of the three blue
lines at a point where the black
line crosses, as large, or larger
than the North Roncut.

Ans. I think it is as large as the North

Honcut.

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34th. What does the Most Southerly of the three blue lines, represent?

Ans. It represents, what I suppose, the branch of the South Honcut, but whether the main branch or not I dont know,

35th. Which of the three lines is the boundary between Butte, and Yuba Counties?

Ans. Dont know any thing about the boun=dary lines between those counties.

36th. Exhibit "C" shown the witness. Did you receive the Money Mentioned in the receipt shown in Exhibit "C."

Ans. I think very likely I did, for the purposes already mentioned.

37th. Have you not stated to other persons, among whom was Mr Van Dorn that you rec=eived from the Claimants in this case $15= per mile, for making the Survey as delineated by the red lines on Exhibit A.

Ans. Not that I recollect, and if I did say any thing about $15 per mile, it was incon=sistent with the intention of making up an estimate on the subdivision work

to know what the subdivision work would cost, in addition to the usual charges, for the reason, that we cannot make Ranch Surveys for the amount of $15 per mile as allowed by the Government.

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A. W. Von Schmidt

Sworn to and subscribed this second day of March, A. D. 1860, before me.

W. H. Chevers,
U. S. Comm'r.

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Received of S. C Tompkins Executor of the last will and testament of R B Buchanan deceased Forty Seven dollars on account of Survey to be made of the Cordua Grant Now Known as the Loveland & Co. Ranch

Marysville Sept 14 1857

A M Von Schmidt

"Exhibit C"

No. 301.

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STATE OF CALIFORNIA, } SS.
COUNTY OF YUBA,

I, WILLIAM T. ONEALE, Clerk of the Probate Court in and for the County of Yuba, State of California, hereby certify that the above and foregoing is a full, true and correct copy of ~~the~~ an original voucher filed in the Estate of R B Buchanan deceased by J C Compton Executor of said Estate

~~in the aforesaid entitled cause~~, as the same now remains ~~of Record, and~~ on file in the office of the said Court.

WITNESS my hand, with the Seal of our said Court affixed, at the City of Marysville, the County Seat of said County, this 27th day of February A. D. 1860.

W. T. Oneale
Clerk of the Court aforesaid.

STATE OF CALIFORNIA,

COUNTY OF YUBA.

VS.

Certified Copy of

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No. 301.

U. S. District Court.

The United States.

—vs—

Chas: Coillaud. et al.

Deposition of
A. H. Von Schmidt
Exhibit "C."
on Survey.

Filed March 7. 1860.
W. H. Chevis.
Clerk

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Office of the Surveyor General,
Of the United States, for California.

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J. W. WANDESVILLE, *Surveyor General of the United States for the State of California, and as such, having in my office, and in my charge and custody the papers of the late Board of Commissioners to ascertain and settle the private land claims in California; by virtue of the power vested in me by law,* **Do Hereby Certify,** *that the preceding, and hereunto annexed page, numbered from one to* ~~inclusive~~, *exhibit a true, full, and correct copy, of an original document* "Map" *attached to the deposition of John Bidwell and endorsed* "Case No. 161. Charles Covillaud et al, Rancho of Honcut" "Map" "attached to the Depn. of John Bidwell" "Filed in Office" "October 20th 1852 Geo. Fisher Secy" *as the same appears on file in my office, in case No. 161, on the docket of said Board of U. S. Land Commissioners*

EXAMINED AND FOUND CORRECT-
C. C. Hopkins.
Keeper of Archives.

In Testimony Whereof, *I have hereunto signed my name officially, and caused my Seal of Office to be affixed, at the City of San Francisco, this 2nd day of March 1860*

J. W. Wandesville
U. S. Surveyor General, for California.

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U. S. District Court

The United States

v.

C. Coulland et al

certified copy Map
from Land Comm'r
filed by U. S.

Filed March 20. 1860.

W. A. Sherrer,
Clerk

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Chas Lindley Esq.
#2.

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UNITED STATES DISTRICT COURT,
Northern District of California,

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The United States
vs.
C. Covillaud et al

San Francisco, March 19 1860

On this day, before me Jno B. Williams a Commissioner of the United States for the ——— Districts of California, duly authorized to administer oaths, &c., &c., came John Bidwell a witness produced on behalf of the United States in Case No. 301, being an appeal from the Board of Commissioners to ascertain and settle the Private Land Claims in the State of California, in Case No 147 on the Docket of the said Board of Commissioners, and was duly sworn and testified as follows — his evidence being ~~interpreted by a sworn interpreter~~ given in English.

PRESENT: Lully R. Wise Esq. acting U. S. Atty
J. B. Crockett Esq for claimant

QUESTIONS BY acting U. S. atty.

Question 1.

State your name, age and residence.

Answer 1.

John Bidwell - lawful age - Residence Butte County.

Question 2.

How long have you resided in Cala-

Answer 2

Since 1841.

Question 3

What was your occupation between 1841 and 1848?

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Answer 3.

Various.

Question 4

State if at any time from 1841 to 1848 you were engaged in making public surveys of the country.

Answer 4.

I never knew any public surveys to be made in this country under the Mexican government. Surveys were made by order of the Alcaldes so far as I knew and that only in measuring ranches which was done in a very indefinite manner. I was requested by Michelorena to make a map of the Sacramento Valley to show the location of the grants which had been made at that time - the fall of 1844. I was also frequently employed by private parties to make plats for the location of ranches.

Question 5

State whether you ever rendered any services to Theodore Cordua, the original grantee from the Mexican government of the land in controversy, in making his petition for the land and the survey a map upon which the land purports

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to have been granted; and if so, when, and what was the extent & character of the services rendered.

(Objected to by claimants counsel as incompetent and irrelevant.)

Answer 5.

Previous to Mr Cardwas making application for the land, I was employed by him to make a map of it. I do not know whether I wrote the petition or not, but could tell if it was before me. It was in 1843, I think, that I made the map, but don't think he made the application until 1844. The map I made for him he used in his application, and is the same referred to in the grant.

Question 6

Do you know what lands were intended to have been included in the grant?

(Objected to as incompetent and irrelevant.)

Answer 6.

I do. I have a general idea.

Question 7.

Examine Maps marked respectively Exhibit A & Exhibit B. on file as evidence herein pertaining to the survey made in this case

and state whether or not said Exhibit B. is a correct delineation of the land bounded by the Yuba river on the south, Feather river on the west, and the north line of the Sutter grant as designated on said Exhibit on the north.

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Answer 7.

I think it is correct.

Question 8.

On reference to Exhibit B. how far down or about how far down the Yuba river did the lands of Cordua as delineated by you on the map at that time extend?

Answer 8.

At the time I made the map for Mr Cordua he intended and expected to embrace the bottom lands on the Yuba opposite and above the place marked "Linda" on said exhibit. He spoke particularly as being desirous to embrace those bottoms, but I did not nor do I think Cordua knew where Sutters line would come exactly. Cordua always claimed those bottoms and occupied them with his stock.

Question 9.

State whether the bottoms opposite Linda and so intended to be embraced in the

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Cordua grant, includes the eastern portion or all of the tract marked ~~as~~ "Briggs" on said Exhibit, and delineated by red and black lines

Answer 9

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I cannot tell, unless the bottoms were marked out. The bottom in front of "Linda" might touch "Briggs" place, but I cannot say definitely.

Question 10.

Can you indicate two points by stars in ink, between which the boundary line running North and south between the Sutter grant and the Cordua grant run as shown on the original diseno made by you for Cordua.

Answer 10

I think the line separating Sutter land on the east from Cordua, on the west, on the Yuba river, was understood by W Cordua to be somewhere near where the town of Linda is marked out on Exhibit B. I know W Cordua claimed the bottoms on the river above, and I do not know that Capt Sutter ever disputed his claim to them

Question 11

About how long was this north and south line spoken of, or about how far did it extend out from the Yuba river?

Answer 11.

I do not know. I am not aware that it was ever determined. I suppose from Capt Rogets map, which I saw, that it would fall somewhere between the Cuba and the Hancock, but I have no definite idea.

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Question 12

In what manner can the lands in the central portion of the survey delineated on Exhibit A, be made most valuable and useful - whether by being used in connection with the river front, or segregated and used exclusively by themselves?

Answer 12.

The purposes for which the land was asked, I should say, would be better subserved by using the central portion in connection with the water front.

Cross Examination.

Question 13.

In making the Map for Cordua what information had you or he in respect to the location of the north line of the Sutter tract?

Answer 13.

On the Map made by Roget, which I had

7

seen, there was laid down two Indian Rancherias within Sutters boundary. The Rancherias were called the "Tousha" and "Bubu." I was guided by that map. We went above those Rancherias to examine the land, so as to make the map for Cordua. Those were the only guides I had to designate Cordua's land. The Bubu Rancheria, which was the most northern, I think must have been 5 or 6 miles above the present site of Marysville, on Feather river, near the eastern bank. My present impression is that the Bubu Rancheria was very near what was considered as Sutters north line as laid down on Vioget's map, which was the only guide I had. The other Rancheria was further south.

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Question 14.

Was it the intention of Cordua, or your intention in making his map, to include in Corduas claim any lands south of Sutters north line, wherever that line might be ultimately fixed, and was it not the intention of Cordua and yourself in making said Map, that Sutters north line, when definitely ascertained, should be the southern boundary of Corduas tract?

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Answer 14.

Cordua intended to be governed by Suttes location, and did not expect any land south of Suttes north line; and that Suttes north line and the Yuba river was to be Corduas Southern line.

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Question 15

In making Cordua's map, were any lines actually run, or was the Map made from your general knowledge of the country, and without a survey? particularly with respect to the eastern boundary?

Answer 15

There were no lines actually run, and the Map was made without a survey by the General knowledge which I gained in riding over the country.

Question 16

How far up the Yuba river, above the place marked "Linda" on exhibit B. did Cordua's claim extend, as intended to be exhibited on his Map?

Answer 16

I do not know the distance in miles, but he intended it to be the foot hills wherever those might be, he intended to embrace the land along the Yuba

ND

river to the foot hills

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9

over to the foot hills, or as near as he could and get his quantity.

Question 17

How far along the Honcut in an Easterly direction did Cordua's claim extend, as indicated on the map made by you and intended to be embraced therein?

Answer 17.

I do not know the distance.

Question 18

Was it intended to go to the foot hills in that direction.

Answer 18

It was, or nearly so. Cordua spoke particularly about the north Honcut being his north line.

Question 19

Was it his purpose to embrace in his said claim particularly the rich bottom lands along the Honcut on the north and the Juba on the south?

Answer 19.

He wished to embrace as much of that land as he could within his seven leagues - ~~so conducted~~ for he spoke particularly of the lands on the Juba and the north channel of the Honcut. Before I made the map we started from where Marysville now is, and rode

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up the Feather river, crossed the lower channels of the Honcut, and skirted the foot hills down to the Yuba, but made no particular points anywhere. He did not go quite to the foot hills. From where we struck the Yuba we proceeded to the starting place. The map was made after this exploration & was predicated upon it.

Direct resumed.

Question 20.

Do you remember whether there was a Rancheria on the Yuba near the line between Sutter & Cordua?

Answer 20.

There was no Rancheria at that time, where Indians were living, on the north side of the Yuba from Marysville to the foot hills.

Question 21.

Was or was not the call for the Yuba river as one of the southern boundaries of the Cordua grant, made in consequence of your then understanding that the bottom lands on the Yuba river opposite and above the place marked "Linda" on Exhibit B. were outside of and east of the Sutter grant?

Answer 21.

of the Sutter grant.

11

Answer 21.

I made it at the request of Cordua, and it was my understanding at the time that these lands would be outside the Sutter grant. That was the reason why the Yuba river was included in the call for Cordua's southern line. It was not known where Sutters lines would run, but Cordua was desirous of having his land down on the Yuba as low as Sutter would consent. Sutter was the Alcalde from whom Cordua had to get the necessary certificate that the land was vacant.

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Question 22.

Did the original diseño made by you for Cordua include all the lands bounded by Feather river on the west, Honcut on the north, the foot hills on the east, the Yuba on the south - excepting such lands as were then claimed by Capt Sutter.

Answer 22

I believe it did. My recollection is that the eastern boundary was the foot hills, or a line in the general direction of them.

Question 23.

Was the seven leagues granted to be taken out of the entire tract as mapped

by you, without any particular indications upon it as to where the particular seven leagues was to be located?

(Objected to as being a question of law)

Answer 23.

There was no particular designation on the diseño as to where the particular seven leagues were to be located.

Examination closed.

J. Bidwell

Sworn to and subscribed before me this 19th March 1860.

Jno B. Williams
U.S. Com.

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U. S. District Court

The United States

v.

C. Coillaud, et al.

Depos Ino Bidwell
for United States

Filed Mch 20. 1869
W. H. Chevers,
Clerk

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Copy

General Land Office

Sir, April 26. 1859.

This Office has had under examination the survey, as certified by you on the 18th November 1857, of the "Honcut Rancho".

The exception in regard to its anomalous form, as suggested in the instructions to you of 5. March 1858, necessarily now comes before us in considering the merits of the case. and we are now called upon to determine what its true shape should be, in view:

1st - Of the requirement that it shall be within the Deseño.

2d: that it shall conform, as nearly as possible, to our requirements as to compactness in form - and:

3d: to embrace actual bona fide sales by the confirmees, when compatible with the controlling principles stated under the 1st and 2d heads.

We hold the present survey to be within the Deseño, - that it has two great natural features, the Feather River on the West - the Honcut, (North Arroyo) on the North, and the third, or South line to be unmistakeably fixed by the Sutter boundary, running Eastward from the River

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Buttes until it strikes the Yuba - These three boundaries are then satisfactorily established - The fourth is not so, because the extent of the Desêno to the Eastward is greatly in excess of the area (viz 7 leagues) confirmed to the Honest claimants, - This fourth line then must now be determined, and the question:

4th - Arises as to the merits and admissibility of the existing survey as certified by you.

The exception originally suggested by this Office, when you were instructed in 1858 to re-examine the matter, related to the extreme extension of the Survey on the North East and South East, and the consequent excision (so as to reduce the area to the quantity confirmed) of a large parcel of land from the centre of the location.

It was then surmised from the face of the plat that a prominent reason for this was the supposed sterility of the excluded land, but the evidence since produced relieves the case from that supposition by showing the excluded land to be by no means worthless but of medium quality, and further - that on the north east extension of the present survey was the original "Corral" of the Rancho - that there the Grantees had

originally claimed, and so it was at one time virtually acknowledged by even parties, now objecting to the present survey, and that acts in good faith were done in the way of sales by the Corrillard claimants under which persons had gone into possession there, as the owners under said Grantees.

It had further been dealt with, and held liable to be dealt with, as the bona fide property of the Grantees, so that, in fact and in law, if objections had existed from natural objects (ranges of rocks) inconsistent with the purpose of the grant, or by reason of the existence of other grants intrusive upon and interfering with a more regularly formed and compact location, there would be no serious grounds of exception to your action in the premises in consideration of the purpose to cover the original improvement & sales - and reach the Yuba as a natural boundary on the South East which restricted by quantity - but, as we now find no such natural interfering objects, nor contiguous conflicting claims, we are bound to keep in view the propriety and necessity of compactness in shape and so as to give the area conformed.

If in doing this any sales of the claimants

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are excluded, or any natural object, as the Yuba, is not reached, all we have to say is that these are consequences inseparable from a right adjustment of the grant, as limited by the decree of confirmation.

We think this cause of action is not only deducible from the nature of things in view of the obligations of the United States under Treaty, as the successor of Spain and Mexico, but that it goes precisely within the principles laid down by the Supreme Court of the U. States, in the Mariposa case 17 Howard page 565, in which it is declared that "the right which the Mexican government reserved "to control this survey passed with all other public "rights to the United States and the survey must "now be made under the authority of the United "States and in the form and divisions prescribed by "law for surveys in California embracing the entire "grant in one tract."

5th. To meet these principles, and secure greater compactness in form, and constitute a location more in accordance with law and instructions, we decide that the Eastern

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line should start from a post on the north arroyo of the Honcut course No. 82, being the point on the River, on the dividing line between sections 15 & 16, T 17 N. R 4 E. thence due South until it strikes the 1/2 mile post between Sec. 27 & 28 - T 16 N. R 4 E. thence South 40 chains, thence East 80 chains, thence South 80 chains to the S. Standard according to the sketch plat A, herewith which will give a slight excess over the area confirmed.

We decide this to be the true and proper location of this confirmed claim, and you are hereby instructed to have the existing survey reformed accordingly and to make proper returns thereof to this Office as the basis of a patent.

You will make suitable returns to the District Office, exhibiting the excision from the present survey and the inclusion in the reformed survey of the parcels now represented as public lands.

In sending plats of the corrected survey to the District Officers, you will notify them of the orders of this Office to do no act in the way of recognizing any claim, in virtue of alleged preemptions or locations,

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under color of the laws of the United States, to any parcel of the lands excluded from the present Survey, unless expressly ordered by the Department, but those Officers must report any such claims, with all the facts, and their opinion thereon, to this Office for its information and decision.

A copy of this circ, at once, be sent to the Register & Receiver of the land district within which the Honcut is situated, but we desire you to send, with the plats, the notice as above indicated so that there may be no failure to meet the views of this Office in the premises.

Very Respectfully
your Obed't. Servt.
(Signed) Thos. A. Hendricks
Commissioner.

J. W. Mandeville Esq.
U. S. Surveyor General
San Francisco
California

U S Sur Gens Office
San Francisco
March 20th 1866

I certify the above to be a full true and correct copy of the original on file in this office

J. W. Mandeville
U S Sur Gen

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U. S. District Court

The United States

v.

C. Covilland, et al

Exhibit G.
to the deposition of
C. Lindley for U. S.

Filed June 29. 1860.
W. A. Clevenger,
Clerk

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U. S. District Court.
Northern Dist. Cala.

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The United States
v
C. Cevillaud, et al. 33

San Francisco, June 28. 1860
On this day, before John B. Williams, a Commissioner of the United States, duly appointed by the Circuit Court of the United States for the District of Cala, under the Acts of Congress in such case made and provided, came Charles Lindley, a witness on behalf of the United States in the above entitled cause, who, after being duly sworn, testified as follows:

Present: T. R. Wise Esq, Acting U. S. Atty, and J. B. Crockett Esq for claimants.

Questions by Acting U. S. Atty
Question 1.
State your name, age, residence &

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profession.

Answer 1.

Charles Lindley, lawful age, residence Marysville. Am at present County Judge of Yuba County.

Question 2.

Examine the documents now shown you, and marked Exhibits D and I, to your deposition, and state what they are?

Answer 2.

Exhibit D. is a certified copy of a complaint in the case of Isaac Green and others V. C. Covilland & others from the District Court of Yuba County. Exhibit I. is a certified copy of the answers of Charles Covilland, J. M. Ramirez, Wm. N. Sampson and Gabriel N. Swasey, who are claimants in this case.

(Objected to, both question & answer, by atty for claimants as incompetent and irrelevant.)

Question 3.

Designate on Exhibit B, where the land described in Exhibit D is

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located.

Answer 3

On both sides of the easterly lines of the tract marked "Briggs".

Question 4.

Examine the documents now shown you, and marked by the Commissioner Exhibits F and G. and state what they are.

Answer 4.

Exhibit F is a certified copy from the Surveyor Generals office of the instructions to the Deputy Surveyor for the survey of the Honcut Ranch. Exhibit G is a certified copy ~~of from~~ the Surveyor Generals office of instructions from the General Land office to the Surveyor General for Cala; for making the official survey in this case.

(Objected to as incompetent and irrelevant.)

Examination closed

Chas Lindley

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U. S. District Court

The United States

v.

C. Cavillard et al

Dep Ch. Lindley
for United States

Filed June 29. 1860.
W. D. Shreve,
Clerk

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District Court
Tenth Judicial District
In and for Yuba County

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Thomas Elford and
Isaac Green

vs

Charles Williams
J M. Ramirez
Wm H. Sampson
G. A. Swezey
E. L. And Guardian of
C. B. Sampson
C. C. Templeton Executor of
the Estate of
R B Buchanan deceased
Minna C. Buchanan Guardian of
Minna C. Buchanan and
Grace G Briggs

The defendants Charles Williams Jose M Ramirez. William H Sampson and Gabriel A. Swezey appear in the above entitled action and make answer to the complaint filed therein against them and for themselves admit that on the first day of January in the year one thousand eight hundred and fifty one. they executed and delivered to the plaintiffs and W J Surrey and Ezra Bligh the bond a

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obligation referred to in said Complaint, and a copy of which is annexed thereto and received from the plaintiffs and one M. J. Gurney and Ezra Bligh this promissory note for six hundred and Seventy four dollars payable on or before the first day of October AD 1851 and which note is in the words and figures following to wit;

Maysville January 1st 1851

On or before the first day of October of the present year we promise to pay for value received, to the order of C. Cuillard and J. M. Banning. W. H. Sampson C. Sampson R. B. Buchanan and G. D. Gurney the sum of six hundred and Seventy four dollars,

Ezra C. Bligh
Isaac Linn
M. J. Gurney
Chs. Elrod

$674.00

And in further answer to the Complaint these Defendants deny that the tract of land described in said bond or obligation was sold for the Sum of Seven hundred and Six dollars as stated in the Complaint, but aver that the same was sold for the Sum of Seven hundred and Seventy four dollars including the Sum of One hundred dollars, the expenses of the Survey thereof as hereinafter

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mentioned and thro defendants further aver that upon said sale, and the execution of said bond no such note was ever given by the Plaintiffs and M. J. Surney and Ezra Bligh as is recited in said bond. but that the above note for the Sum of Six hundred and Seventy four dollars was the only note given by them, and that the amount of Seven hundred and Six dollars was recited in said bond by mistake for the Sum of Seven hundred and Seventy four dollars the actual price of the land sold including the expenses of the survey thereof, And in further answer to the Complaint thro defendants aver that the object of the bargain and sale referred to in said Bond or Obligation of the real property described therein was to raise money and for that purpose the price agreed upon per acre for said land was greatly below its actual value and it was clearly and distinctly understood that the execution of a conveyance to the said plaintiffs and the said M. J. Surney and Ezra Bligh was to depend entirely upon the payment of the above described promissory note at its maturity that no part of the purchase money agreed to be paid for the said real property was ever paid by the said plaintiffs or the said M. J. Surney or Ezra Bligh or by any one on their behalf, or received by them

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defendants : that the one hundred dollars mentioned in said bond as having been paid was advanced to omit the necessary expense of the Survey of said land and passed directly through the hands of these defendants to the Surveyor who made such Survey that the plaintiffs and the said M. J. Sunny and Ezra Bligh refused to pay the said promissory note at its maturity or any part thereof, and gave these defendants to understand that they abandoned the said Contract of bargain and Sale, and questioned the right of these defendants to sell said real property.

And these defendants in further Answer to the Complaint aver that at the time of the maturity of said promissory note of the plaintiffs namely the first day of October 1851, and for over two years thereafter, to January 1st 1854 the current rate of interest paid for money in the City of Marysville was at least five per cent a month payable each Month, and during the year 1854, the current rate of interest was at least four per cent a month payable each month, and during the Years 1855 and 1856 and the present year of 1857 the current rate of interest has been three per cent a month, payable each month that the amount of said promissory note due October 1st 1851 namely, Six hundred and

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Seventy four dollars at the said current
rate of intrest would amount on the first
day of January AD 1857 without adding
any intrest to the monthly intrest. to the sum
of two thousand three hundred and ninety
two and 40/100 dollars or thereabouts; that
at the time of the maturity of the said prom-
-issory note these defendants were greatly in
need of money: and Some of them were obli-
-ged to borrow money at the said rate of
intrest a month, and some were obliged to
sell at a sacrifice. valuable portions of their
property Situated in the City of Marys-
-ville, and one of these defendants was obli-
-ged to allow judgments to pass against
him and property to be sacrificed thereunder
and it was by reason of this fact and the
heavy taxes upon the land contained in
this grant which embraces over forty thou-
-sand acres; and the expenses of the prose-
-cution of this claim for the confirmation of said
grant before the United States Land Com-
-missioners that it became a matter of the ut-
-most importance to these defendants that
the money due them on the said promissory
note should be paid, and to omit anticipated
taxes and expenses the said contract of bar-
-gain and Sale of said real property with
the plaintiffs and the said M. J. Sweeny

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and Ezra Bligh was made and made at a price more than one half less than its actual value at the time and that there might be no failure in obtaining payment at its maturity, then defendants made the execution of a deed to the plaintiffs and said M. J. Sunny and Ezra Bligh defendant upon the payment of said note at its maturity: that the time of payment was by the express stipulation of the parties made of the essence of the said contract of bargain and sale

And then defendants in further answer to the Complaint admit that the plaintiffs and said Sunny and Bligh entered into possession of a portion of the real property mentioned in said bond at the time the same was executed, and admit that the said plaintiffs and said Sunny and Bligh retained possession of the same up to the maturity of this said note with the consent of these defendants. But these defendants deny that the said plaintiffs and said Sunny and Bligh ever retained possession of the same after the maturity of the said promissory note with the assent and permission of these defendants

And these defendants in further answer to said Complaint admit that the plaintiffs

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and said Surry & Bligh have made some improvements upon the said land but aver that they are of such a character as to add nothing whatever in the judgments of these defendants to the value of the property and that all or nearly all of such improvements have been made since the maturity of said pretended note and after the said Plaintiffs and said Surry & Bligh had given these defendants to understand that they had abandoned the said contract. And these defendants in further answer to the Complaint deny that they represented to the Plaintiffs and said Surry & Bligh at the time of the execution of the Bond and note mentioned in the Complaint that the title of these defendants to the said land described therein was good. and they further deny that soon after the execution of said note good bond or at any time the title of these defendants and of said B B Buchanan now vested to said land became greatly clouded & embarrassed but these defendants admit that the same is supposed to be embraced within a certain Mexican Grant known as the Cadua Grant then claimed and owned by these defendants and the Defendant Charles B Sampson and the said

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R B. Buchanan nor deceased and that they filed their petition before the Board of U S. Land Commissioners for the confirmation of the same as is in said Complaint alleged. And these defendants in further answer to the Complaint deny that from the passage by Congress of the Act to ascertain and settle Land Claims in California up to the time of the confirmation of the said Grant the title of these defendants and of C. B. Sampson and R B. Buchanan now deceased to the land contained therein became greatly depreciated in consequence of any uncertainty and doubt and respect to the validity of said Grant or from any other cause whatever, whereby they were wholly unable to dispose or sell the land supposed to be embraced within said grant or any portion thereof at any price as is untruly and falsely alleged in said Complaint and these defendants in further answer to the Complaint deny that the plaintiffs and said M J. Sunny and Ezra Bligh were owing to any uncertainty or doubt with respect to the validity of said Grant at any time subject to repeated harassments interruptions and aggressions without redress or that the title of these defendants and the said C B Sampson

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and R. B. Buchanan now deceased was not sufficient in law to enable them or the said Sunny and Bligh to maintain ejectment for any wrongful entry upon said land. And these defendants in further Answer to the Complaint deny that it is true as charged therein that the note given upon the Execution of said Bond has ever been presented to said Plaintiffs and said Sunny and Bligh or either of them for payment and they further deny that the said plaintiffs were ready & willing to pay the said promissory note or when it became due and aver that neither of the said N. J. Sunny or the said Ezra Bligh or any person on their behalf ever offered to pay the said promissory note to these defendants until sometime during the year A.D. 1855 after the said Cordua Grant had been confirmed and it had become evident that the said plaintiffs would not be able to hold the said land except by title derived from the defendants And these Defendants in further Answer to the Complaint deny that by reason of any uncertainty of their title and of the title of said C B Sampson and R B Buchanan now deceased or by reason of any litigation or by reason of any matter whatever they were not at all times in a

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condition to comply with this part of the
Contract recited in said bond and to exe
cute a good and Sufficient Deed of con-
veyance to said tract of land described
therein and now that these defendants and
the said C B Sampson and the said B B
Buchanan nor deceased always could have
given since the date of said bond a good
and sufficient deed of said real prop
erty and would have given such deed
had they been under any obligation legal
or moral to do so and the reason assigned
in the Complaint by the plaintiff for not
tendering the money due on said promissory
note that these defendants had not the power
to give a good and Sufficient deed to said
tract of land until the Confirmation of the
said Cordua Grant is a sham pretence
and afterthought as these defendants verily
believe that the said plaintiffs well know
the character and condition of the title of these
defendants to the said tract of land at the
time said Contract was made and what
title would be given by the good and suffi
cient deed of these defendants. And these de-
fendants in further answer to the Complet
deny that a legal and proper tender was
ever made of the amount principal and
interest of the note given by the plaintiffs

and said Burney and Bligh upon the execution of said bond to any of these defendants or to C. B Sampson and R. B. Buchanan now deceased And ~~these~~ they aver that no such tender was ever offered or made and that no deed for said tract of land was ever tendered and presented to these defendants and said C. B. Sampson & R. Buchanan now deceased for their execution the said plaintiffs or said Burney and Bligh or their representatives, and these defendants deny that their present refusal to execute and deliver a good and sufficient deed of said tract of land to said plaintiffs is in violation of the said bond and agreement or contrary to good conscience. And these defendants for further answer to the Complaint Aver that these defendants acted upon the abandonment of the said Contract by the plaintiffs and said Burney and Bligh as above mentioned in the maturity of the said promissory note and from that time ever since have treated the said land as their property and have each year given in the same as part of their property to the proper authorities of the County of Yancey for assessment and taxation, and in each year since that time have paid the State and County taxes thereon. But neither the

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Plaintiffs or said Barney or Bligh from that time until the present Year ever gave in the said land as their property for assessment and taxation or pay any taxes for State and County purposes thereon although the said plaintiffs were enquired of as these defendants are informed and believe by said authorities with respect to the ownership of said land for the purposes of assessment and taxation And these defendants further aver that the said plaintiffs have gathered large and valuable crops from said land each year and have made large sums of money therefrom amounting as these defendants are informed and believe to over eight thousand dollars and over ten times the value of any and all improvements made by them upon said land that the said land in consequence of the said confirmation has increased immensly in value since the date of said contract and is worth without any improvements thereon nine or ten thousand dollars. And these defendants in further Answer to the complaint aver that the said promissory note of the plaintiffs and said Barney H Bligh has never been used or passed away or ever endorsed by these defendants but as and always has been considered as mere waste paper of no value and after its maturity there were written over its

the words "cancelled by abandonment of Contract" and it was thereafter delivered over to the plaintiffs as such was done by these defendants and in further answer to the Complaint these defendants aver that this obligation under said Contract recited in said bond was to convey the tract of land described therein upon the payment of the note above mentioned at its maturity to wit on the first day of October A D 1857 that upon such maturity plaintiffs and said Emmy O'Bligh or this representatives had a right to tender the payment of the said note and demand to receive a deed for said tract of land described in said Bond and upon a refusal to convey to them to bring an action thereon that notwithstanding the conditions of said bond and the maturity of said note the said plaintiffs did not commence this said action thereon until more than four years after the maturity of said note and the time mentioned in said bond for the giving of a conveyance of said tract of land whereby these defendants insist that the said plaintiffs and the said Emmy O'Bligh have become forever debarred by the Statute of limitation from having and maintaining this said action against these defendants and others. and therefore pray for judgment in that behalf and for a further answer to

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the Complaint these defendants deny that they have Confederated with the defendant Briggs to wrong injure or defraud the plaintiffs or that they for that purpose in the summer or fall of 1855 executed the said Briggs a deed of Conveyance to said tract of land or of the portion thereof set forth in the Complaint or that they pretendingly & fraudulently sold the same to said Briggs or that the defendant Briggs pretendingly and fraudulently purchased the same or took a conveyance thereof. And these defendants in that behalf aver that such sale was made in good faith and for a fair valuation and consideration and with the full belief of these defendants that they had good right to sell and convey the same and that the said Contract herein sought to be enforced had in existence in fact and in law been abandoned by said plaintiffs and said Emmy and Bligh and these defendants in answer to the amendment to the said Complaint deny that the said plaintiffs and the said Mary Emmy and Ezra Bligh or either of them ever tendered to these defendants or either of them in the Summer of 1853 or at any other time the full amount of the plaintiffs note above described including principal and interest as is untruly alleged in said amendment, and these defendants further deny upon information

and belief that any such tender was ever made to the said Robert B Buchanan and Charles B. Sampson or either of them. And these defendants having answered every thing material or necessary to answer contained in said complaint and the amendment thereto insist in defence to the said action of the plaintiffs that time is of the essence of the said Contract or bargain and Sale that the Execution of a good and Sufficient deed from these defendants was dependent upon the payment of the promissory note of the said plaintiffs and said Sunny & Bligh at its maturity that the said plaintiffs and said Sunny & Bligh abandoned and disavowed their said Contract that they never were ready or desirous or prompt or eager to perform the said Contract on their part until after the lapse of over three years from the time expressly stipulated for payment that the said plaintiffs and ~~the~~ said Sunny and Bligh have been guilty without any just excuse of gross laches on their part that they have acted in bad faith towards these defendants in respect to the Contract for said land that the value of the land has greatly changed that no compensation for the delay in performance of said contract on the part of the plaintiffs and said Sunny & Bligh can be fully and beneficially given and none has been offered to

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to these defendants, that all actions upon the said bond or the contract therein recited are barred by the Statute of Limitation and that there is no equity disclosed in the said complaint

Wherefore by reason of the premises these defendants pray judgment against the said plaintiffs and their costs and charges in this behalf most wrongfully sustained.

Stephens & Reid Attorneys for the defendants Charles Cavillaro, Jose M. Ramirez William H. Sampson Gabriel N. Bruzzy

State of California
County of Yuba

Charles Cavillaro Jose M. Ramirez and Wm H Sampson three of the defendants in the above entitled action being duly sworn say each for himself and not one for the other that they have read the foregoing answer and know the contents thereof. And that the same is true of their own knowledge except the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and Sworn to
before me This 31st day of
January AD 1857 by C. Cavillaro and J. M.
Ramirez
E. D. Upson
Comd

Notary Public in and for Yuba County California

C. Cuillard
Jose M. Ramirez
W. H. Sampson

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Subscribed and Sworn to before me this 31st day of January A.D. 1857 by W. H. Sampson

Charles M. Gorham
Notary Public
Yuba County Cal

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STATE OF CALIFORNIA, } SS.
COUNTY OF YUBA,

I, WILLIAM T. ONEALE, Clerk of the District Court 10th Judicial District in and for the County of Yuba, State of California, hereby certify that the above and foregoing is a full, true and correct copy of the original Separate answer of Charles Covillaud Jose M. Canning William H. Sampson and Gabriel H. Smezy in the aforesaid entitled cause, as the same now remains of Record, and on file in the office of the said Court.

WITNESS my hand, with the Seal of our said Court affixed, at the City of Marysville, the County Seat of said County, this 27th day of July A. D. 1860.

W. T. Oneale
Clerk of the Court aforesaid.

By M D Dobbins
Dpty Clerk

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U. S. District Court.

The United States

v.

C. Covillaud et al

Exhibit I.
to deposition of
C. Lindley for U. S.

Filed June 29, 1860.
W. H. Chevers
Clerk

STATE OF CALIFORNIA,
COUNTY OF YUBA.

Isaac Grym
Et al

vs.

Charles Covillaud
Et al

Certified Copy of
Disputato Answer
of Charles Covillaud
Jose M. Ramirez
William H. Sampson
and Gabriel N. Dougy

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Morgtat. -

Grans, -

Pleadings -

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State of California District Court
County of Yuba Tenth Judicial District

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Thomas Ellsod and
Isaac Green
vs
Charles Covillaud
J. M. Ramirez
William H. Sampson
G. N. Swezy
F. L. And Guardian
of C. B. Sampson
S. C. Tompkins Executor
of Estate of R. B. Buchanan
deceased Minerva Buchan
-an Guardian of Minnie C
Buchanan and George Briggs

In Chancery

Plaintiffs in the above entitled cause residents of Yuba County by their Attorneys Lindley & Hatch complain of the above named defendants likewise residents of Yuba County, and here Shew to the Court. That they the plaintiffs and one Wm J. Turney and one Ezra Bligh on the 1st day of January 1851 at said County of Yuba purchased of the defendants Charles Covillaud. J. M. Ramirez William H Sampson G. N. Swezy and one C. B. Sampson then

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in his right mind but since declared to be incompetent to manage his own affairs and one B. B. Buchanan. then living but since deceased. a certain tract of land situate in Yuba County about three miles in a north easterly direction from the City of Marysville, and lying upon the west bank of the Yuba river more fully described as follows: Commencing at a stake adjacent to and Indian fishing ranchaira and running north twenty eight degrees west for twelve hundred and forty nine links to a Stake at the butt of a marked tree: thence east forty nine degrees thirty minutes north for five thousand five hundred and thirteen links to a stake on the prairie: thence East twelve degrees thirty two minutes north for three thousand three hundred and Sixty links to a Stake at the butt of a marked tree on the bank of the river. and thence following the circuitous courts of the Yuba River to the point of commencement comprising an area of two hundred and twenty Six acres. more or less

Plaintiffs further Show that the said defendants. and the said C. B. Sampson & B B Buchanan Sold and conveyed the above described premises to the plaintiffs and the said Penny and Bligh in consideration of the Sum of Seven hundred and Six dollars that they

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the plaintiffs. and the said Tunny and Bligh paid said defendants and said C. B. Sampson and R. B. Buchanan one hundred dollars in cash at the time, as part of the purchase money. and executed and delivered to them this promissory note for the balance payable on the 1st day of October 1851 that the said defendants and said C. B Sampson and R. B. Buchanan by his attorney in fact H. B. Hann and A P Watkins, at the same time executed and delivered to plaintiffs and said Tunny and Bligh this bond and agreement in writing wherein they bound themselves in the penal sum of Six hundred dollars that they would upon the payment of said promissory note at its maturity execute and deliver to the Plaintiffs and said Tunny and Bligh or their legal representatives a good and sufficient deed of conveyance of the said tract of land. all of which will more fully appear reference being had to said bond and agreement a copy of which with the endorsements thereon is made a part of this Complaint. marked exhibit A" that at the time of the said sale and purchase. the said defendants and the said C. B. Sampson and R. B. Buchanan gave the plaintiffs and said Tunny and Bligh the possession of the whole of said tract of land with the exception of a few acres thereof which were then in the

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in the possession of the defendant George G. Briggs. he having settled upon and enclosed the same. without right or title. claiming it to be public land belonging to the government and subject to location. - that a short time afterwards and before the Plaintiffs and said Tunney and Bligh were able to enclose the balance of the land so purchased by them the said Briggs, well knowing that they claimed the same by virtue of their said purchase but intending to wrong and injure the plaintiffs and said Tunney and Bligh. wrongfully entered upon, took possession of and enclosed a large portion of said tract of land leaving the plaintiffs and said Tunney and Bligh in possession of not exceeding one half of the quantity of land purchased by them as aforesaid - that they continued in the possession of the portion of said tract of land so left them until the 24th day of November 1851 when the plaintiffs have sold and conveyed by a written instrument duly executed and acknowledged all his interest in and to the said tract of land and in and to the said bond and agreement to one John M. Amy who with the plaintiffs said Ellwood and the said Tunney and Bligh so continued in the possession use and occupation of said portion of said tract of land until the 23rd day of November 1852 when the said Amy by a

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written instrument duly executed and acknowledged sold assigned and conveyed all his interest in said tract of land and in said bond and agreement back to the plaintiff Green who with the plaintiff Elrod and said Gurney and Bligh so continued in the possession use and occupation of said portion of said tract of land until the 29th day of August 1853 when the said Bligh by a written instrument duly executed and acknowledged sold assigned and conveyed all his interest in said tract of land and in said bond and agreement to the plaintiff Green who with the plaintiff Elrod and the said Gurney so continued in the possession use and occupation of said portion of said tract of land until the 15th day of May 1855 when the said Gurney by a written instrument duly executed and acknowledged sold transfered and conveyed all his interest in said tract of land and in said bond and agreement to the plaintiff Green who with the Plaintiff Elrod has continued to the present time in the possession use and occupation of said portion of said tract of land they owning all the interest therein and all the interest in said 226 acres of land and in said bond and agreement, as will fully appear reference being had to the endorsements upon said bond and agreement, a copy of which is made

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a part of this complaint marked exhibit A
Plaintiffs further show: that they and the said
Sweezy, Bligh and Amy (before selling their
respective interests in said tract of land) have
since the said purchase on the 1st day of
January 1857, held this possession with the
knowledge and assent of this vendors and that
they have made valuable improvements thereon consisting of fencing, ditching, dwelling
and out houses & to the value of two thousand
dollars and that they have constantly and
all times asserted this claim and right to
the whole of the said tract of 226 acres of
land
Plaintiffs further show that soon after the execution of said note and said bond and agreement, and before the note became due and
payable the title of said defendants, Orrill and
Ramey Sampson and Sweezy and said C. B
Sampson and R B Buchanan to said tract of
land which title they represented to be good at
the time of the execution of the said instrument
became greatly clouded and embarrassed
that the said tract of land is supposed to be
a part of and embraced within a certain Mexican Grant known as the "Cadena Grant"
thus claimed by said defendants and said C. B.
Sampson and R B. Buchanan - that on the
3rd day of March 1851 the Congress of the

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United States passed an act entitled an act to ascertain and settle land claims in California derived from the Mexican Government, under which said act a Board of land Commissioners was appointed to hear proof and settle the title to and validity of all such grants - that on the 1st day of April 1852 the said defendants and said C. B. Sampson and R. B. Buchanan filed their petition before said Board of Commissioners for a confirmation of said Cadua Grant to be by said Board confirmed and that on the 27th day of March 1855 the said Board heard the said petition and confirmed the claim of said defendants and said C. B. Sampson and R. B. Buchanan to the said grant that from the time that the passage of said act creating said Board of land Commissioners was known in California (which was before the said promissory note became due and payable) until the 27th day of March 1855 the time of the confirmation of said grant, as aforesaid there was much uncertainty and doubt throughout the whole community in respect to the validity of said grant, and that in consequence thereof the title of the said defendants and said C. B. Sampson and R. B. Buchanan thereto became greatly depreciated; by reason of which they were wholly unable to dispose of or sell the land supposed to be embraced

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within said grant, or any portion thereof at any price whatever: and plaintiffs further say that owing to the uncertainty and doubt with respect to the validity of said grant were subject to repeated harrassments, interruptions and aggressions by different persons settling upon and threatening to settle upon the portion of said tract of land in their possession claiming the title thereof to be in the government and that the title of the said defendants and said C. B. Sampson and B. B. Buchanan was not sufficient in law to enable them or the plaintiffs to maintain ejectment for such wrongful entry upon such land

Plaintiffs further show: that the note executed by them and the said Surmy and Bligh has never been presented to them, or either of them for payment that they have at all times been ready and anxious to pay said note and comply with that part of the agreement whenever they could safely do so; but that by reason of the uncertainty of their title - it resting upon an inchoate Mexican grant and being in a state of litigation between themselves and the government and unconfirmed by the said Board of Land Commissioners. the said defendants and the said C. B. Sampson and B. B. Buchanan were not in a condition to comply with that part of the agreement and to execute a good and

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and sufficient deed of conveyance to the said tract of land, as they promised. until the said 27th day of March 1855 the time of the confirmation of this title, as aforesaid - that afterwards, to wit: on the 25th day of April 1855 the Plaintiffs and the said Gurney, they being then the only parties claiming an interest in the said tract of land and entitled to a performance of the conditions of the bond and agreement on the part of the defendants, made a tender of the sum of eight hundred and twenty three 15/100 dollars the amount then due upon the said promissory note including the interest thereon to the said defendants and said E. B. Sampson and B. B. Buchanan, and demanded of them the said note and a good and sufficient deed to the said tract of land and that they then refused to surrender said note and to receive said sum of money in payment thereof, or to execute and deliver a good deed to said tract of land according to this agreement and promise

Plaintiffs further show: that since the tender of the amount of said note was made and the execution and delivery of the deed demanded as aforesaid the said B B. Buchanan has departed this life and that E. B. Sampson who is named as defendant in this action was some time in the Summer of 1855 duly

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appointed, and is now the duly qualified and acting executor of his, the said R. B. Buchanans estate - that the said L. B. Sampson has been by the Probate Judge of Yuba County declared to be incompetent to manage his own affairs and that E. L. And named as defendant herein is now the duly appointed, qualified and acting Guardian of his person and estate: and that Minnie Buchanan, named in the title of this cause has been appointed and is now the duly qualified and acting Guardian of the person and estate of Minnie L. Buchanan the infant daughter and heir of said R. B. Buchanan deceased

Plaintiffs further show: that the said defendants Charles Cuilland, J. M. Ramirez, William N. Sampson, G. N. Smezy and the said L. L. Tompkins Executor &c E. L. And Guardian &c and Minnie Buchanan Guardian &c still refuse to deliver up the plaintiffs said note and to receive the amount due thereon or to execute and deliver to the plaintiffs a good and sufficient deed to the said tract of land all of which is in violation of the said agreement and contrary to good conscience.

Plaintiffs further show: that the said defendants George G Briggs having wrongfully entered upon ousted the plaintiffs and said Emmy and Bligh and took possession of a large

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portion of said tract of land as hereinbefore complained of has wrongfully and without right or title continued in possession thereof up to this time that he had notice of the sale of said tract of land to these plaintiffs and said Emmy and Bligh and has all the time known of their claim thereto; and that they the plaintiffs and said Emmy and Bligh have often requested his Briggs to surrender the possession of said premises to them and to respect their rights, but that he has at all times refused and still refuses to do so. Plaintiffs further say that they are informed and believe that the other defendants conspirating with said Briggs to wrong injure and defraud the plaintiffs, sometime in the summer or fall of 1855, executed to him the said Briggs a deed of conveyance to so much of said tract of land as he now has in his possession, and pretendingly and fraudulently sold the same to him, of which he at the time of his pretended and fraudulent purchase, well knew that the plaintiffs had not surrendered or abandoned, but were then asserting their claim and right thereto.

Plaintiffs therefore say that they are now bound by the said sale to defendant Briggs and they now tender the sum of nine hundred and fifty five dollars the amount due upon said promissory note with interest. The same being

brought into Court, to be paid thro out to the said defendants, or whoever may be entitled thereto; and the plaintiffs pray that the defendants may be required to answer this complaint that the said deed of conveyance to the defendant Briggs (if any there be) may be set aside and declared null and void as against the plaintiffs. that the Court will direct an account to be taken of the amount due on said note and that the defendants Charles. Cortland. J. M. Ramsey. William H. Sampson C.M. Sweezy E. L. And guardian of C B. Sampson E. C Simpkins. Executor of the Estate of R. B. Buchanan. deceased and Minerva Buchanan guardian of Minnie C. Buchanan infant may be compelled to convey by good and sufficient deed with the proper covenants. the above described tract of 226 acres of land to the plaintiffs. that the amount of money found to be due from the plaintiffs may be ordered to be paid to whoever is entitled thereto and that the said promissory note may be cancelled Plaintiffs pray for such other and further relief as equity and good conscience and the nature of the case may require. and is in duty bound &c

Lindley & Watts

Attys for plffs

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State of California
County of Yuba }

Isaac Green one of the plaintiffs in the above entitled cause being duly sworn on his oath says: that he has heard the foregoing complaint read and knows the contents thereof to be true of his own knowledge. except as to the matters Stated therein on his information and belief and that as to those matters. he believes it to be true

Sworn to and Subscribed
before me this 8th day of
August 1856

Isaac Green

Lloyd Magruder Clerk
Per W. F. Oneal Dep

Exhibit A

Know all men by these presents that we Charles Covilland Jose Manuel Ramirez William N. Sampsin. Charles Sampson Robert B. Buchanan and Gabriel A. Sweezy. are held and firmly bound unto Thomas Edward Isaac Green M. J. Tenney and Ezra Bligh in the penalty of Six hundred ($600) for the payment of which. well and truly to be made we bind ourselves individually our heirs executors and administrators by these presents this first day of January A.D. 1851

The Conditions of this obligation are such that

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Whereas the above bounden Cuvelland. Ramirez Sampson. Buchanan & Sorezy have this day bargained and sold unto the said Thomas Ellrod Isaac Grunn M J Tunny & Ezra Bligh a certain section of land lying and being on the west bank of the Yuba river commencing at a stake adjacent to an Indian fishing Ranchara and running N. 28° W. for 1249 links to a stake at the butt of a marked tree: Thence E. 41° 30' N. for 5513 links to a Stake on the Bararia; Thence East 12° 52' North for 3560 links to a Stake at the butt of a marked tree on the bank of the river. and thence following the circuitous route of the Yuba river to the point of commencement comprising an area of 226 acres more or less for the consideration of seven hundred & Six dollars ($706) one hundred dollars ($100) in hand duly paid. the balance to be paid on October the first (Oct 1st) A.D 1851, for which the said Ellrod. Grunn. Tunny & Bligh have this day executed and delivered their certain promissory note. payable to the said Cuvelland. Ramirez. Sampson. Buchannan & Sorezy

Now if the said Cuvelland Ramirez Sampson Buchanan & Sorezy Shall upon the payment of said sum at the maturity thereof by the said Ellrod. Grun Tunny & Bligh or their legal representatives execute and deliver unto

the said Elbert Grum, Emmy & Bligh, or their legal representatives, a good and sufficient deed for the said Section of land then the above obligation to be null and void, but otherwise to remain in full force and virtue

(Signed) C Williams EB
J M. Ramsey EB
C B. Sampson EB
H. W. Sampson EB
R. B. Buchanan EB

by W. B Ham & W. J Watkins
his attorney in fact
G. N. Emery EB

The following are the endorsements upon the bond

Sanpete Jan 24th 1857

For and in consideration of the sum of one dollar of the current coin of the United States paid me by John Amy and which I hereby acknowledge that I have received I do hereby assign all my right title and interest to and in the within described premises as conveyed to me by the within named bond

(Signed) Isaac Grum

State of California
County of Yuba } On this twenty fourth day of November AD One thousand eight hundred & fifty me personally appeared before me. James Cushing a notary Public for the County of Yuba Isaac

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Greene known to me to be the person described & who executed the foregoing assignment, who acknowledged to me that he executed the same freely & voluntarily & for the uses and purposes therein mentioned

Given under my hand and private Seal for the want of a notarial Seal

Signed James Cushing
Notary Public for the
County of Yuba

For and in consideration of the Sum of one dollar the receipt whereof is hereby acknowledged paid by Isaac Greene of Yuba County California I John H. Army of said County and State hereby bargain Sell and assigne to the said Isaac Greene, his heirs and assigns all my right title property and interest in and to the within bond to have and to hold the said land to him and his heirs and assigns forever. In witness whereof I have hereunto set my hand and Seal the twenty third day of November AD 1852

M. E. B. Dauby Signed John H. Army (Seal)

State of California County of Yuba ss

On this 25th day of November AD 1852 personally appeared before me a notary public in and for Yuba County John H. Army. known to be the person descri

-ted in and who executed the foregoing assign-ment of bond and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned In witness whereof I have hereunto set my hand and private Seal. This being no room for a Notarial Seal. the day and year above written

Signed M. E. B. Daubenbiss Notary Public
Yuba Co Cal

For and in consideration of the Sum of One dollar to me in hand paid by Isaac Green. the receipt whereof I have hereby acknowledged. I do hereby bargain Sell and assign all my right title and interest and estate in and to the within bond to the said Isaac Green his heirs and assigns witness my hand and seal this 29th day of August AD 1853 (Signed) E. E. Bligh Seal

Signed Sealed and delivered in
presence of M. E. B. Daubenbiss

State of California
County of Yuba } On this 29th day of August AD 1853 personally appeared before me E. E. Bligh known to me to be the person described in and who executed the foregoing assignment of bond and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. witness my hand and private Seal. there being no Seal of office the

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day and year above written

Signed M. E. B. Daly (L.S.)

Justice of the Peace Yuba Co Cal

For the Sum of Two hundred and fifty dollars paid me by Isaac Greene. I hereby transfer and assign unto him all my right title and interest in and to the within bond of agreement and I also hereby assign and convey unto him all my right, title and interest in and to the premises therein described, in witness my hand and seal this fifteenth day of May 1855

Signed M. J. Burney (L.S.)

State of California
County of Yuba } On this fifteenth day of May AD 1855 personally appeared before me a notary public in and for said County M. J. Burney known to me to be the person described in and who executed the assignment of the within bond and agreement; and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned In witness whereof I have hereunto set my hand and notarial Seal the day and year first above written

(L.S.)

Signed S. C. Simpkins
Notary Public Yuba County

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Endorsed District Court Thomas Eldred
& Isaac Grum vs Charles Covill and Etal
Complaint Filed 16th Augt 1856 Lloyd
Magruder Clerk by Jno A Carter Deputy

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STATE OF CALIFORNIA, } SS.
COUNTY OF YUBA,

I, WILLIAM T. ONEALE, Clerk of the District Court in and for the County of Yuba, State of California, hereby certify that the above and foregoing is a full, true and correct copy of the original

Complaint

in the aforesaid entitled cause, as the same now remains of Record, and on file in the office of the said Court.

WITNESS my hand, with the Seal of our said Court affixed, at the City of Marysville, the County Seat of said County, this 24th day of July A. D. 1860.

Wm T. Oneale
Clerk of the Court aforesaid.

By M. D. Dobbins
Dept Clk

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STATE OF CALIFORNIA,
COUNTY OF YUBA.

Isaac Grun
et al

vs.

Charles Covilland
et al

Certified Copy of
Complaint

U. S. District Court

The United States
v.
C. Covilland, et al

Exhibit D.
to deposition of
C. Lindley, for U. S.

Filed June 29, 1860.
H. D. Cheever
Clerk

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U. S. District Court.
Northern Dist. Cala.

The United States
v. } No. 301.
Charles Covillaud, et al.

San Francisco, June 28. 1860.

On this day, before John B. Williams, a Commissioner of the United States duly appointed by the Circuit Court of the United States for the Districts of California, under the acts of Congress in such case made and provided, came Nelson Wescoatt, a witness on behalf of the United States in the above entitled cause, who, after being duly sworn, testified as follows:

Present. J. R. Nixe, Acting U. S. Atty, by Judge Lindley - and J. B. Crockett Esq for claimant.

Questions by Acting U. S. Atty.

Question 1.

State your name, age, residence and occupation.

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Answer 1.

Nelson Wescoatt – age 39 – residence Marysville – profession Surveyor and Engineer. Am at present County Surveyor of Yuba County, and City Surveyor of Marysville.

Question 2.

Are you acquainted with the lands included in the official survey in this case?

Answer 2.

I am.

Question 3.

Examine the map now shown you, and to be attached to this deposition, purporting to be a map of Township 17 North – Range 4 East, Mount Diabolo Meridian, of U. S. Surveys, and certified to by the Register of the Land office at Marysville; and state in what manner the foot hills of the Sierra Nevada mountains are indicated thereon.

Answer 3

By a line of contiguous black marks such as are generally used on

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maps to indicate mountains.

Question 4

State whether the ~~La~~ foot hills of the Sierra Nevada mountains are correctly represented on said map, now marked Exhibit C. to your deposition.

Answer 4.

In the main, I should say they ~~were~~ are.

Question 5.

Please examine Exhibit A, on file herein, and state whether you are acquainted with the north eastern portion of the land shown thereon, lying on Honcut Creek.

Answer 5.

I am.

Question 6

State whether or not the ~~bottom~~ lands upon the Honcut on that portion of Exhibit A extend above the general range of the foot-hills of the Sierra Nevada.

Answer 6.

They do. The bottom at the north eastern

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extremity, as shown on Exhibit A, extends about a half a mile beyond the general range of the foothills, and is about half a mile wide. There is land, other than bottom land, in that portion of the survey shown on Exhibit A which extends beyond the general range of the foot hills.

Question 7.

Designate on Exhibit C. the point where the easterly line of the north east portion of Exhibit A corresponds.

Answer 7.

It may be found by the sections, which are alike on both. I have also marked on Exhibit C. in black the lines of the survey shown on Exhibit A. east of the ~~Township~~ black line running south from Colby house, which last named black line is identical with the eastern line of the official survey.

Question 8.

State what portion of the land included within the black lines marked by you on Exhibit C. is eastward

and beyond the general range of the foot hills of the Sierra Nevada.

Answer 8.

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I have marked on Exhibit C. a range of hills, which is designed to show the general range of the foot hills - the sections will show the quantity of land embraced.

Question 9.

State whether there are improvements upon the land lying between the range of the foot hills as marked by you on Exhibit C. and the easterly line of the survey shown by Exhibit A, and marked by you on Exhibit C; and if so, briefly describe them, and state their value.

(Objected to by atty for claimant as irrelevant.)

Answer 9.

There are - Platts house, and other houses, one or more - fences - cultivated lands - The land is mostly cultivated. Value, approximately, I should judge to be $10.000.

Cr. Examination.

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Questions by Col. Crockett

Question 10.

State whether or not the foot hills as designated by you on Exhibit C. run in a regular, well defined line, or whether they are irregular, with points projecting, and valleys between.

Answer 10.

They do not run regular, and there are valleys between the points or spurs.

Question 11

Are you acquainted with the land embraced within Platts fence, as marked by the black dotted line east of the foot hills as marked by you on Exhibit C: if so, state the character of the land embraced within the said fence, and the quantity.

Answer 11.

I am: its character mostly bottom; the quantity, approximately, 400 or 500 acres.

Question 12

State the character of the lands

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lying northwest of Platts wire fence, and east of the foothills as marked by you on Exhibit C. & south of the south line of section 14.

Answer 12.

The land is high, gravelly land, on the southerly slope of one of the spurs of the foothills - quantity 80 or 100 acres.

Question 13

What is the general character of the land included within the black lines marked by you on Exhibit C.?

Answer 13

Its general character is bottom. It is valued by the occupants from $5 to $10 per acre. There is perhaps 400 to 500 acres of plain land, not worth more than $15 per acre.

Direct Resumed

Question 14.

Do you know the tract of land embraced in the official survey, called the Moyett tract; and if you

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do, state its extent and ~~st~~ situation.

(Obj to as irrelevant.)

Answer 14

I am: It is situated on the east bank of Feather River, about two miles southerly from the mouth of the Honcut, - its southerly boundary runs east from the Feather, and turns at right angles to the north - the river being the western boundary. The quantity some 100 acres.

Question 15

Do you know from whom the present claimants of that land derive title?

Answer 15.

I cannot state exactly.

Question 16

Are you acquainted with the tract on the Yuba sold by Merillard and others to Green and others?

Answer 16

I am.

Question 17

Designate on Exhibit B. the tract

referred to.

Answer 17.

It lies partly within and partly to the east of the tract marked "Briggs" on Exhibit B.

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Examination closed.

A. Adair Reeves

Sworn to & subscribed
before me this 28th day
of June A. D. 1910.

Jno B. Williams
U.S. Com.

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U. S. District Court

The United States

v.

C. Covillaud, et al.

Dep. Nelson Wescoatt
for United States

Filed June 29, 1860.
B. D. Chenes.
Clerk

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U. S. Surveyor Generals Office
San Francisco Aug: 24th 1857

Sir

The tract of land claimed by Charles Caviland et al hereinafter described. having been confirmed by the Board of Land Commissioners and affirmed by the United States District Court, for the Northern District of California and Notice having been given by the United States Attorney General that no appeal will be prosecuted in the Supreme Court of the United States whereby the Confirmation has become final.- I have thought proper to appoint you my Deputy in this Special case for the Execution of the final Survey of said claim, called "Honcut"

The Board of Land Commissioners Confirmed the Claim with the following boundaries. On the North the Arroyo of Honcut.- on the East by the foot of the Sierra Nevada.- on the South by the river of Las Plumas and the tract of land known as that of Señor John A. Sutter having for its Northern line, and the line of the land hereby confirmed; the parallel of latitude. Thirty nine degrees, thirty three

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minutes and forty five Seconds (39°. 33'. 45") North:- on the West the said tract of Señor Sutter. the River Las Plumas and the arroyo Honcut:- Containing Seven Square leagues of land, agreeably to, and as the same is laid down upon the map of the same which is filed in this case, marked No 1. and annexed to the deposition of John A. Bidwell to which reference is to be had for further description and delineation of the said premises

The District Court Confirms the claim and in Specifying the boundaries repeat the words of the Land Commission.

The boundaries are so well defined that there appears to be no difficulty in designating the land Confirmed. For a more particular description of the manner in which you are to proceed in the execution of the Survey I refer you to my "General Instructions to Deputy Surveyors" dated June 15th 1855. a Copy of which is herewith Enclosed

Very respectfully

(Signed) John C. Hays

To

A. H. Von Schmidt

Dep Surr

U. S. Surr Genl Cal.

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U. S. Sur. Generals Office
San Francisco Cal.
March 20th 1860

I certify the above to be a full true and correct copy of the original on file in this office. being the original Instructions to A. W. Von Schmidt, Dep. Sur. J. W. Trumbull U. S. Sur. General Cal.

U. S. District Court

The United States

v

C. Covillaud, et al

Exhibit F.
to the deposition of
C. Lindley for U.S.

Filed June 29, 1860.
W. A. Chenery,
Clerk

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Lindley

$3.20

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United States of America,) SS.
Northern District of California.)

THE PRESIDENT OF THE UNITED STATES OF AMERICA,
To the Marshal of the United States for the Northern District of California,

GREETING:—

WHEREAS, objection has been made to the official survey and location of the land finally confirmed, in case No. 301, to C. Covillaud et al, known as "Honcut", and situated in the County of Yuba in said District.

NOW THEREFORE YOU ARE HEREBY COMMANDED, in the name of the President of the United States of America, to give due notice to all parties having, or claiming to have, an interest in such survey and location, that they be and appear before the District Court of the United States for said District, sitting in Land Cases, on or before Wednesday, the 10th day of October A. D. 1860, at 11 o'clock, A. M. (if that day shall be a day of jurisdiction, and if not, on or before the next Wednesday thereafter,) then and there to intervene for the protection of such interest, or their defaults will be taken. And what you shall have done under this writ do you then and there make return thereon.

WITNESS, the Hon. OGDEN HOFFMAN, Judge of said Court, at San Francisco, in said District, this 4th day of Sept, A. D., 1860.

W. A. Chevers

CLERK.

No. 301

UNITED STATES DISTRICT COURT,
Northern District of California.
IN LAND CASES.

THE UNITED STATES.

V.

C. Covillaud et al.

MONITION.

Returnable 10th Oct. 1860.

Issued Sept. 4. 1860.

Filed Oct. 10. 1860.

W. H. Chevers
Clerk.

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The within Monition was received by me on Tuesday the 4th day of September 1860, and in obedience thereto I have given due notice, as therein commanded, by causing the publication of said notice, for 4 consecutive Wednesdays, in the San Francisco Herald, commencing on the 5th day of September 1860; and for 4 consecutive Saturdays, in the Marysville Express a paper published nearest the land, commencing on the 5th day of September 1860.

Dated San Francisco, Oct. 10th 1860.

P. L. Solomon U. S. Marshal.

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At a Stated Term of the DISTRICT COURT OF THE UNITED STATES OF AMERICA, for the Northern District of California, held at the Court Room, in the CITY OF SAN FRANCISCO, on Wednesday the tenth day of October in the year of our Lord one thousand eight hundred and sixty,

Present:

The Honorable OGDEN HOFFMAN, District Judge.

The United States,

V.

C. Covillaud et al.

IN LAND CASES.

District Court No. 301,

Land Com. No.

AND now at this day the United States Marshal having made return upon the Monition heretofore issued in this cause, that he had given due notice as therein commanded; on motion of Attorney for proclamation was made that all parties having, or claiming to have, an interest in the survey and location of the land finally confirmed in the above entitled cause, appear and intervene for the protection of such interest; the U. S. Attorney, Chas. Lindley and John B. Williams appeared in behalf of the U. S., Crockett & Crittenden appeared for the Claimants, No other parties appearing

whereupon IT IS ORDERED, that the default of all parties not appearing as aforesaid be and the same is hereby entered.

No. 301.

UNITED STATES DISTRICT COURT

Northern District of California.

IN LAND CASES.

THE UNITED STATES,

v.

C. Covilland, et al,

ORDER ON RETURN OF MONITION.

Filed October 10, 1865.

W. H. Chevers

Clerk.

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Land Office, Marysville, Cal.,
19th January A. D. 1856

No. 3

It is hereby Certified, That James M. Reese
has this day located at this office the south half of the south east quarter of section No Twenty Two (22) and the south half of the north west quarter and the north east quarter of Section No Twenty seven (27) Township No Seventeen (17) North Range No Four (4) East containing Three hundred & twenty (320) acres, under Warrants Nos. Thirty Five (35) and Thirty Six (36) issued under the act of the California Legislature, approved the 3d day of May, 1852, in part satisfaction of the grant made by the 8th section of the Act of Congress, approved the 4th of September, 1841.

Charles S. Fairfax
Register.

Taken for Three hundred and twenty (320) acres.

Chas. A. Keyser
Clerk

James M. Reed
Yuba Co.

School Land Contr.

No. 3.

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Land Office, Marysville, Cal.,

19 January — A. D. 1856

No. 4

It is hereby Certified, That James A. Piatt

has this day located at this office the South half of the North West Quarter and the South West Quarter of Section Thirteen (13) and the East half of the South East Quarter of

Section Fourteen (14) Township XVII (17) North Range IV East. Mt D. Mer containing Three hundred & twenty (320) acres, under Warrant No. 33 and 34 issued under the act of the California Legislature, approved the 3d day of May, 1852, in part satisfaction of the grant made by the 8th section of the Act of Congress, approved the 4th of September, 1841.

Charles S. Fairfax

Register.

Taken for Three Hundred and Twenty (320) acres.

by Chs: A. Keyser

Clerk

James A. Platt

Yuba County

Certificate No 4

School Land Warrant location

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Received for Record
January 25, 1856 at
11 Oclock & 30 min am
at request of JA Platt.
Recorded in Preemption
Book No 2 page 199, of
Yuba County Records
this 25th day of January
at 4 Oclock P.M.

D C Bentham
Recorder

By G W Allen Deputy

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Land Office, Marysville, Cal.,

12 July A. D. 1856

No. 6

It is hereby Certified, That E. H. Gould & William Nutter have this day located at this office The North half of the North West quarter of Section No Twenty Two and the South half of the South West quarter of

Section No Fifteen Township No 17 North - Range No 4 East containing One hundred & Sixty - acres, under Warrant No. 539 issued under the act of the California Legislature, approved the 3d day of May, 1852, in part satisfaction of the grant made by the 8th section of the Act of Congress, approved the 4th of September, 1841.

Charles S. Fairfax
Register.

Taken for 160 acres.

by Chs. A. Keeper
Clerk

School Land Warrant Certificate

Issued 12 July 1856

To

Joseph Nutter

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Land Office, Marysville, Cal.,
12 July. A. D. 1856

No. 6

It is hereby Certified, That M. R. Rizer has this day located at this office the north half of the South West quarter and the South half of the North West quarter of

Section No. Twenty Two. Township No. 17 North Range No. 4 East containing One hundred & Sixty acres, under Warrant No. 538 issued under the act of the California Legislature, approved the 3d day of May, 1852, in part satisfaction of the grant made by the 8th section of the Act of Congress, approved the 4th of September, 1841.

Charles S. Fairfax
Register.

Taken for 160 acres.

by Chs. A. Keyser
Clerk

School Land Warrant Certificate

Issued 12 July 1856

To

H. K. Rizer

Received for record January 26th 1857 at 2 o'clock P.M. at request of Rizer. Recorded Jany 29th 1857 at 4 3/4 o'clock P.M. in Liber No 1 of Preemptions page 358

D C. Benham Recorder

By J. H. Krause Deputy

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Land Office, Marysville, Cal.,
22 May A. D. 1856

No. 32

It is hereby Certified, That James Bryden has this day located at this office the West Half of the North West Quarter of Section No. 24 and the East half of the North East Quarter of

Section No. 23 Township No. 17 North - Range No. 4 East containing One Hundred & sixty acres, under Warrant No. 112 issued under the act of the California Legislature, approved the 3d day of May, 1852, in part satisfaction of the grant made by the 8th section of the Act of Congress, approved the 4th of September, 1841.

Charles E. Fairfax
Register.

Taken for 160 acres.

by Chs. A. Keyser
Clerk

School Land Warrant

Certificate No 32

dated 22 May 1856

To

James Bryden

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At a Stated Term of the DISTRICT COURT OF THE UNITED STATES OF AMERICA, for the Northern District of California, held at the Court Room, in the City of SAN FRANCISCO, on Tuesday the ~~seventeenth~~ day of December in the year of our Lord one thousand eight hundred and ~~fifty~~ sixty-one

Present:

The Honorable OGDEN HOFFMAN, District Judge.

The United States
v.
Charles Cuillard et al } No. 301

And now at this day, on application of the attorney for the United States, the attorney for claimants consenting thereto, It is ordered that the annexed papers be admitted as evidence herein, subject to the exception of attorney for claimants that the same is irrelevant & incompetent.

And it is further ordered, on like application and consent that such regulations of the Executive Department applicable to this case, and appearing in "Lester's Land Laws" may be read in evidence subject to like objection.

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UNITED STATES DISTRICT COURT,
Northern District of California.

The United States

vs.

C. Cailland et al

Stipulation admitting certain evidence for United States.

Filed Dec: 17. 1861.
W. H. Chevers.

CLERK.

By

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DEPUTY.

Towne & Bacon, Printers, 125 Clay Street, corner Sansome.

This Indenture, Made the first day of July in the year of our Lord one thousand eight hundred and fifty one Between Charles Covillaud, Jose Manuel Ramirez W. H. Sampson ~~Gabriel Sweezy~~ & R. B. Buchanan of the first part and Charles Lindley ~~forty~~ and John Cole parties

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of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of two thousand seven hundred and eighty dollars in hand duly paid, the receipt whereof is hereby acknowledged, have SOLD, and by these presents Do SELL, GRANT and CONVEY unto the said parties of the second part, ALL that certain piece or parcel of land situate in Yuba County on the North side of the Yuba river about six miles from the town of Marysville comprising the southwestern portion of the third piece of alluvial or bottom land on the North side of said river, counting the same from Marysville upwards; more particularly described as follows ~~—~~ Commencing at an Oak tree (duly spotted about one hundred yards below the southwestern termination of said alluvial bottom on bank of river, thence running Southerly six thousand eight hundred feet (6800) to an Oak tree marked with three spots; thence running South 64½ East one mile to a stake or post; thence South 25½ East six thousand four hundred and fifty feet (6450) to an Oak and by course of river thence by the river to place of beginning, containing nine hundred and ten acres (910) acres ~~—~~

Together with all and singular the rights, privileges and appurtenances thereunto belonging, or in any wise appertaining.

To Have and to Hold the same unto the said parties of the second part their heirs and assigns forever; and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns forever, against the said parties of the first part, their heirs, and against all and every person and persons whomsoever, claiming or to claim the same, shall and will warrant, and by these presents forever defend. and said first part are lawfully seized and the same is free from incumbrances

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year above written.

SIGNED, SEALED AND DELIVERED, IN PRESENCE OF

E B Mayfield
Lawrence Rowe

J. M. Ramirez
by his Attorney
W H Sampson

Williams & Sampson, Administrators of Estate of John Sampson deceased.

C. Covillaud

R. B. Buchanan

Chas Lindley

Recorded in Deed Book
No 4 on pages 324 & 325
July 14, 1851 at 4 Oclock PM
R R Markenham
Deputy Recorder

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State of California }
County of Yuba } ss:

On this first day of July A.D. 1851 personally appeared before me, a Notary Public in & for said County, E. Pinnis known to me to be the Attorney in fact of J.M. Ramirez, William H. Sampson known to me to be the administratn of the Estate of John Sampson, & C. Coirland, R. B. Buchanan & G. N. Swezy known to me to be the persons described in and who executed the within conveyance, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

George C. Gorham
Notary Public [L.S.]

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State of California
County of Yuba } ss

On this thirty first day of July A.D. one thousand eight hundred and fifty seven, personally came before me a Notary Public in and for Yuba county at the city of Marysville in said county George Rowe, personally known to me to be one of the persons whose names are subscribed to the foregoing conveyance as witnesses thereto, who being by me duly sworn did depose and say, That he resided in the said city of Marysville, Yuba county, that he personally knew Jose Manuel Ramirez, one of the persons described in who executed the foregoing conveyance by his Attorney E. Pinnie, and whose name is subscribed to said conveyance as a party thereto by said E. Pinnie as his Attorney, and that he also personally knew the said E. Pinnie; and further that he personally knew W. H. Sampson, who is also described in the said conveyance and whose name is subscribed thereto as a party as the Administrator of the estate of John Sampson deceased; and further that he personally knew Charles Covillaud, R. B. Buchanan and Gabriel N. Sweezy, whose names are subscribed to said conveyance as

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parties thereto; that the said persons whose names are thus subscribed to said conveyance as parties thereto, are the same persons described in and who executed the same, the said Jose Manuel Ramirez executing the same by his said Attorney E. Pinino; that the said persons executed the said conveyance in his presence, the said J. M. Ramirez by his said Attorney E. Pinino; and that he the said George Rowe, thereupon subscribed his name thereto as a witness thereof.

In witness whereof I hereunto set my hand, and affix my Notarial Seal the day and date in this certificate above written.

W. W. Wilson Smith
Notary Public
Global County Cal

Recorded without this last acknowledgement in Deed Book No 4 on pages 324 & 325 July 1st 1851 and recorded with this last acknowledgement in Book No 12 of Deeds on page 258

R R McKerrham
Dep Rec

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J. M. Kamirez,
Charles Coriland,
William H. Sampson
and others

to

John Cole and
Charles Lindley

Deed

Received for record Augnst 5th 1857
at 1 o'clock P.M. at the request of
Wm S Kammerling and record-
ed Augnst 8th 1857 at 3 P.M.
in Book No 12 of Deeds on
page 230

H C Benham Recorder
By R R Wickersham Deputy

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$4.50

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State of California
County of Yuba } ss.

I W H Wickersham,
Recorder of Yuba County, hereby certify that the
foregoing is a full true and correct copy of
a map, with all the certificates and Endorse
ments thereof, as the Same appears upon
pages 283 & 284, of Deed Book No 10,
of Yuba County Records, in my office
Witness my hand and official seal
this 24th of Feb 1860
W H Wickersham Recorder.
By J A Carroll Deputy Recorder

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Certified Copy of Map.

1855.
Nov.r 28th

Area how taken - poco mas o menos.

3.d In the survey of finally confirmed claims you must be strictly governed by the decree of confirmation; and when the lines of such decree are specific they must be exactly observed in fixing the locality of, and surveying the claim.

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4.th Where the record and final decree of confirmation fix the area claimed - thus for Example "4 Sitios de Tanada mayor" a square leagues, and figurative plan, a map delineative of the limits gives a surface much larger than the area confirmed, the location is to be taken within that surface, in a compact form, according to the lines of the public surveys, at the Election of confirmee as to the precise locality, but in such a manner, whenever practicable, as not to interfere with any adverse claim, where this is not practicable consistently with the calls of the confirmation the law is explicit as to the proceedings for the settlement of the conflict.

5.th In any case of this class the Surveyor General should make a formal demand on the confirmee to give in writing, a specific designation of the locality he may elect within the extended limits indicated by the plat in the record, and a period should be fixed within which he should be required to make his election - In default of compliance it will be the duty of the Surveyor General to Exercise

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his sound judgement in fixing the location, having due regard to the rights of the Con=
=firmee, and in conformity to the record.
6th Where a grant is for say "4 Sitios with the words "poco mas ó menos" (a little more or less) the meaning is plain that you are to be gov=
=erned by the area confirmed; but if in run=
=ning out the lines of the confirmed claim, there is a little more or less than the fixed quantity, it is to be considered as not in any manner affecting the validity of the Survey, upon the Common law principle that the law takes no heed of small matters"

1856 July 18th

Sales by Confirmees to be included in Sur=
=veys.
Referring to the 4th head of instructions of the 28th November 1855 as above it says.

Ranchos.

When land has been purchased from Confirmees

Information has reached this office that many Cases exist in which persons have purchased lands from the holders of the grants, and made settlements in good faith.

In all such Cases you are hereby directed to treat such Sales and settlements thereunder, as evidence of the election to that extent, of the location of the finally confirmed claim taking care to conform respecting the whole location of

the claim to the requirements under the aforesaid 4th head of instructions of 28th November last.

1860.
April 7.

Purchases, how regarded.

Representations have been made to this office that, in some of the Surveys to be made of private claims in California, serious injury is likely to ensue to purchasers under the original grants, unless more specific instructions be given to the Surveyor General in regard to the location of confirmed claims.

The cases referred to are those in which specific quantities have been confirmed within the grants of much greater area. The instructions of 18 Feby 1856, require that where individuals have purchased from grant holders, and made settlements in good faith, the Surveyor General shall "treat such sales and the settlements thereunder, as evidence of the election to that extent of the location of the finally confirmed claim &c. In cases requiring the application of this rule, it is apprehended that difficulty may arise from the fact that sales have been made under the grants at such remote distances from each other, and the settlements under them have been made in such form as to render it impracticable to embrace them all within a Survey under the Confirmation

and at the same time comply with the other surveying requirements in regard to compactness of form &c.

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In such cases it will be your duty to be governed by the grade of title of the several conveyances which may be presented - preference being given to such as have been reduced into possession, with fixed and well defined outlines and bounds - and in cases of equal merit the oldest title in date of record to have precedence - Care must be taken that in locating the several claims, the requirements above mentioned of compactness of form and conformity to the lines of the public surveys be strictly regarded, even to the exclusion, if necessary, of any of these sides, for the reason that the original claims themselves are subject to such regulations for the location of their grants as may be prescribed under the laws of the U. S. and their vendees of course hold in like manner - This principle is laid down by the Supreme Court of the U. S. in the case of Fremont Vs U. S. 17th Howard.

Chief of the Surveyor General's

Of the United States, for California.

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I, **J. W. MANDEVILLE,** Surveyor General of the United States for the State of California, by virtue of the power vested in me by law, **Do Hereby Certify,** that the Four preceding and hereunto annexed page, numbered from one to Four inclusive, exhibit a true, full, and correct copy of extracts from letters of Instructions received by the Surveyor General of the United States for California from the Commissioner of General Land Office Washington, and issued for his guidance in making final Surveys of Private Land Claims in California, the originals of which are on file in this office.

Chief Clerk.

EXAMINED AND FOUND CORRECT.

In Testimony Whereof, I have hereunto signed my name officially, and caused my Seal of Office to be affixed, at the City of San Francisco, this Sixteenth day of December 1861.

E. H. Beale, U. S. Surveyor General, for California.

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This indenture, made the first day of February in the year of our Lord, One thousand eight hundred and fifty Six Between Gabriel M. Swezy of the City of Marysville County of Yuba, and State of California, party of the first part, and Jose M Ramirez of the Same City, County and State as aforesaid, party of the Second part. Witnesseth, that the said party of the first part, for and in Consideration of the Sum of Six Thousand Dollars lawful money of the United States of America to him in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, Hath granted, bargained, sold and conveyed, and by these presents, doth grant, bargain, Sell and convey unto the said party of the Second part, and to his heirs and assigns forever, all of his undivided interest in and to that certain tract and piece of Land, Situate in the County of Yuba, and known and designated by a map this day recorded in the Yuba County Record of Deeds at the request of Said Swezy and bounded as follows, beginning at a point, eight chains (8) north of the center of Section Six (6) in Township Fifteen (15) north Range Four (4) East, according to the Survey made under the authority of the United States, and running from thence north 65° 11' East to the Eastern boundary of the Cordua's Grant, Thence along said Eastern boundary and South, to the Yuba River

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thence down the Yuba River. to the northern bound
ery of the Suburbun lots. East of the City of Marys
ville. according to a plan and map made by G. D.
Babbington in March 1850. as appears by the record
thereof made in Yuba County Record of Deeds Book
No 9 at page 232 thence along the Northern line
of lots four. three and two. of Section four of said
Suburbun lots, to the north East corner of Said
Suburbun lot number two. thence in a direct
line with said north line of said Suburbun lot
number two. to the north and west side of the travel
ed highway road leading from the said City of
Marysville. via Bruggs Hotel, to Parks Bar, thence
along said line of said road South westwardly to
a point, South of the point, of beginning. thence
north to the place of beginning. Together with all
and Singular, the tenements. hereditaments and
appurtenances thereunto belonging or in any wise
appertaining. and the reversion and reversions.
remainder and remainders. rents, issues and profits
thereof. and also all the estate. right title interest
property. possession. claim and demand whatsoever
as well in law as in equity. of the said party of the
first part. of in or to the above described premises
and every part and parcel thereof, with the ap
purtenances To have and to hold all and Sin
gular the above mentioned and described prem
ises. together with the appurtenances unto the said

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party of the second part, and his heirs and assigns forever. This deed is understood, as not conveying said Swezys interest as Mortgagee in the tract of land Sold to Geo G. Briggs, known as Briggs Ranch, In witness where of the said party of the first part, hath hereunto Set his hand and Seal the day and year first above written. G. N. Swezy (Seal) Signed, Sealed and delivered in presence of E Dupre, State of California County of Yuba ss. On this Second day of February A.D. One thousand Eight hundred and fifty Six before me a Notary Public in and for Said County personally appeared Gabriel N. Swezy known to me to be the individual described in and who executed the foregoing conveyance and acknowledged that he executed the Same freely and voluntarily for the uses and purposes therein mentioned In witness whereof I have hereunto Set my hand and affixed my Official Seal in the County aforesaid, the day and year first above written E Dupre (Seal) Notary Public in and for Yuba County California. Recorded for Record February 8, 1856 at 2 O Clock & 50 min P.M. at request of E Dupre, Recorded February 8. 1856 at 7 O Clock & 30 min. P.M. D.C. Benham Recorder. By G M Odell Deputy.

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State of California }
County of Yuba } ss

I W. H. Wickersham Recorder of Yuba County, hereby certify that the foregoing is a full true and correct copy of a deed with the certificate of acknowledgment now of Record, in my office in Deed Book No. 10 Pages 290. of the Records of Yuba County.

Witness my hand and official seal this 24th Feb 1860

W. H. Wickersham Recorder
By J. A Carroll Deputy.

Certified Copy.
H. W. Lucky.
Do
J. M. Ramirez.

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At a Stated Term of the DISTRICT COURT OF THE UNITED STATES OF AMERICA, for the Northern District of California, held at the Court Room, in the City of SAN FRANCISCO, on Tuesday the seventeenth day of December in the year of our Lord one thousand eight hundred and ~~fifty~~ sixty one

Present:

The Honorable OGDEN HOFFMAN, District Judge.

The United States
v.
Charles Cuillard et al } No. 301

And now at this day on application of attorney for claimants, the U. S. attorney consenting thereto, It is ordered, that the annexed and foregoing papers be admitted as evidence in the cause, subject to the exception of the U. S. attorney that the same are irrelevant and incompetent.

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UNITED STATES DISTRICT COURT,

Northern District of California.

The United States

vs.

C. Covillaud et al

Stipulation admitting certain evidence for claimants.

Filed Dec: 17. 1861.

W. H. Chevers.

CLERK.

By

DEPUTY.

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Towne & Bacon, Printers, 125 Clay Street, corner Sansome.

87.

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ND

The U. S
vs
Coillard. } Objections to Surveys.

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By the decree of the Board of Commissioners there was confirmed to the ~~the~~ claimants a tract of land of the extents of 7 leagues of which the Boundaries were given & surveys having been made of the quantity confirmed, within the by these boundaries which were found to embrace a much larger quantity of land, it was on objections made to the Secretary of the Interior set aside and a new Survey made pursuant to his instructions.

This last survey has been returned into Court under the provisions of the act of 1860

It is an admitted principle not only of this Court but of the Executive department of the Government that in locating a given quantity of land granted to a claimant within exterior boundaries containing a much larger quantity the claimant has a

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rights of election as to the land to be surveyed —

The election so to be exercised must be reasonable — nor must it be unnecessarily injurious to the adjacent public lands of the U.S.

Thus Case If by the acts of the grantee such as ~~building upon~~ occupying and cultivating a portion of the land, or selling parts of it, to third persons the election appears to have already been made he will be stopped to make a new election, or to float the grant to other parts of the tract than those which he has by his acts & declarations selected —

In this case it appears that the claimant has had no opportunity to make any election whatever. The survey has been made on instructions by the government as to which he was not consulted — Admitting (which is not intended to be affirmed) that the first survey was improper for the reason that the land was not surveyed in a compact sufficiently compact

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found it does not appear that the claimants may not elect to have it surveyed in another form so as to obviate that or any other objection — It cannot I think be pretended that the location elected by the Executive Officers of the Government is the only one that can be made consistently with the calls of the grant and the first exercise of their rights by the claimants —

I therefor think that the present survey should be set aside and a new survey and location made of 7 leagues of land as to be taken within the exterior boundaries of the grant at the election of the claimants — such election to be controlled and governed by the principles and rules applicable to the subject —

It will be understood that in setting aside this survey no opinion is intended to be expressed as to the ultimate location of the land when the tract shall have been surveyed at the election of

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4 The claimant the question will properly arise whether he has in any respect gone beyond his extension boundaries and whether his election has been properly and legally exercised —

U. S 301.

vs

Copeland et al

Opinion &c Survey

Feb. 14. 1862

Filed Febry 15. 1862.

W. H. Chevers.

Clerk

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At a Stated Term of the District Court of the United States for the Northern District of California, held at the Court Room in the City of San Francisco on Tuesday the 25th day of February A.D. 1862.

Present.

Hon Ogden Hoffman. Dist. Judge

The United States } No 301 Dist. Ct.
vs } No 147. L. C.
Chas. Covilland et als }

This Cause came on to be heard upon exceptions to the official survey of the land confirmed in this case, a certified copy of the plat of which survey was filed in this Court on the 18th of December A.D. 1854; And Counsel for the respective parties having been heard and due deliberation had, it is ordered and adjudged that the exceptions filed by the claimants, Charles Covilland et als, be, and the same are, hereby sustained,

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and that the said Survey be, and the same hereby is, annulled and set aside as Erroneous.

And it is further ordered that the Surveyor General of the United States for California cause a new location and survey to be made, without delay, of the seven Leagues of land confirmed to the claimants, the said quantity of seven Leagues of land to be taken within the Exterior boundaries of the grant, as the same are designated and described in the Decree of confirmation heretofore made by this Court, at the election of the claimants, such election to be controlled and governed by the principles and rules applicable to the subject; and that said Surveyor General return to this Court, without delay, a certified copy of the plat of such new survey for confirmation and approval.

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And it is further ordered that a certified copy of this Order be served by the United States Marshal on the said Surveyor General—

Edw A Hoffman
U.S. Dist Judge

I hereby certify that I have served the within Order on the U. S. Surveyor-General, by delivering a certified copy thereof to Edw. Conway. Esq., Chief Clerk in Surveyor Generals Office, on this the 26th day of Feby, 1862.

Dated at San Francisco, February 26th, 1862.

Wm Rose
U S Marshal
By M R Grant Deputy

No 301
U. S. Dist. Court.

The United States
vs
Chs. Coulleaud et als

Order setting aside Survey, and for a new Survey.

Filed Feby 25, 1862.
W. H. Chevered.
Clerk

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U. S. District Court.

The United States
v.
C. Covillaud et al.

No. 301.

And now come the United States by their attorney Wm. H. Sharp, and except to the official plat, returned by the Surveyor General of the U.S. for California, and filed May 5. 1862, purporting to be in accordance with the ~~decree~~ order of this Court of February 20. 1862.

And the United States aver—

That the said plat is erroneous, because the location shown thereby includes a tract of land known as "Platts Rancho," wrongfully elected by the claimants—first, because said tract is not within the exterior boundaries of the land confirmed—and second, because said tract, prior to the election of said claimants as shown by said official plat, had been granted by metes and bounds under and by virtue

of the laws of the United States granting to the State of California certain lands for certain purposes,

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That the said tract so wrongfully included by the claimants, (included within the tract) in their election is bounded and described as follows: Commencing at a point 20 chains south of the northern termination of the line dividing Section 26 from Section 27, Township XXII North, Range 1W East, Monte Diablo Meridian; thence north along said line and along the line dividing Section 23 from Section 22 about 70 chains to the channel of South Fork creek; thence along the channel of said creek to a point which shall be due east 60 chains from the north and south line before described; thence north about 30 chains to the line dividing sections 14 and 23; thence North 40 chains to the line dividing the north from the south half of section 14, and thence east, south and west along the lines shown by said official plat to the place of beginning.

Wherefore the United States pray

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that said official plat be rejected, and an order entered directing the said Surveyor General to make such survey as will exclude the tract described, or such survey as will exclude the tract claimed as aforesaid by such other lines as will tend to the same end.

San Francisco, May 9th 1882

Wm H. Shark
U S Atty

301

U. S. District Court

The United States

v.

C. Covillaud et al

Exceptions to plat of location, by U. S.

Filed May 12. 1862,

W. H. Clevers.

Clerk.

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District Court of the United States for the Northern District of California

The United States
vs
Charles Coulland et als
No 301
"Ancit".

You will please take notice that on Monday the 12th day of May inst. at the opening of the Court or as soon thereafter as Counsel can be heard, we will move the Court for an order approving the location and survey of the land finally confirmed to the Claimants in this cause as shown by the plat thereof approved by the Surveyor General of the United States for California May 3d 1862 and filed in this Court May 5th 1862

San Francisco. May 9th 1862.

Crockett & Cullenden
Atty's for Claimants.

To
Wm H Sharp Esq
U. S. Dist. Atty.

Due Service is hereby accepted
S. F. May 10th 1862
Wm H Sharp U. S. Atty

№ 301

U. S. Dist. Court

United States

vs

Chas Coolland et als

Notice of motion for
approval of survey

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Crockett & Callender
Attys for Claimants

Filed May 12. 1862.
W. H. Chevis,
Clerk

U. S. District Court.

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The United States

v.

C. Covill and al.

No. 301.

It is hereby stipulated and agreed by and between the parties to the record in the above entitled cause that the location of the land confirmed, as shown by the official plat of location filed May 5. 1862, shall be modified so as to exclude the land included by said plat described in the exceptions filed May 12. 1862 in behalf of the United States - said tract so to be excluded being known as "Watts Rancho" and containing about 1000 acres.

And it is further stipulated and agreed that an order may be entered directing the Surveyor General of the United States for California to return to this Court a plat of location and survey which shall exclude the said tract by such lines as may be agreed upon by the attorneys for the United States and

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the claimants, and that a final decree may be entered approving and confirming such location and survey.

San Francisco, May 13. 1862.

Crockett Cutlender
Atty for Claimts —

Wm H. Sharpe.
U. S. Atty.

Jno B Williams
Atty in aid of U. S. atty.

At a Stated Term of the DISTRICT COURT OF THE UNITED

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At a Stated Term of the DISTRICT COURT OF THE UNITED STATES OF AMERICA, for the Northern District of California, held at the Court Room in the CITY OF SAN FRANCISCO, on Tuesday the 13th day of May in the year of our Lord one thousand eight hundred and sixty two,

Present:

The Honorable OGDEN HOFFMAN, District Judge.

The United States

v.

C. Covillaud et al

No. 301

And now at this day on reading and filing the stipulation hereto annexed, on application of Messrs Crockett & Crittenden, Attorneys for claimants, the U. S. Attorney, W. H. Sharp Esq. being present and consenting hereto, It is Ordered that the Surveyor General of the United States for California return to this Court without delay a plat of the location and survey of the land heretofore confirmed in this cause which shall exclude, by such lines as may be agreed upon by the attorneys for the respective parties, the tract of land known as "Watts Rancho," and which is alleged by the U. S. to be wrongfully included by the official plat of location filed May 5. 1862. And it is further ordered that a certified copy of this order be served upon the said Surveyor General by the U. S. Marshal forthwith.

Ogden Hoffman
Dist Judge

{U. S. Marshal's Office,
Northern Dist: of Cal^a.

I have served the within Order upon the U. S. Surveyor General for California by delivering a certified copy thereof to Edward Conway, Chief Clerk in his Office, on this the 13th day of May, 1862. —

San Francisco,
May 13th, 1862}

Wm Rabe
U. S. Marshal
By David R. McKee
Deputy.

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UNITED STATES DISTRICT COURT
Northern District of California.

The United States
v.
C. Covillaud et al

Stipulation & order
for new survey.

Filed May 13 1862
W. H. Chevers Clerk.

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At a Stated Term of the District Court of the United States for the Northern District of California, held at the Court Room in the City of San Francisco on Thursday the fifteenth day of May, A. D. 1862:

Present:

Hon Ogden Hoffman, Dist Judge.

The United States
v.
C. Coutland et al.

No. 301.

It appearing to the Court that an order was entered, in conformity with the opinion of the Court, on the 25th February, 1862, directing a new survey of the land confirmed in the above entitled cause to be made at the election of the claimants within the exterior bounds of the land granted; that on May 5th 1862, a plat of location in accordance with said order was returned and filed; that on May 12th 1862, the United States

by their attorney filed their exceptions to said location; that on May 13th 1862 an order was entered, upon a stipulation duly filed, that the said Surveyor General make a new survey, excluding the tract set forth in said exceptions as having been wrongfully included by the election of said claimants; that on the 14th May 1862, the said Surveyor General returned to the Court a certified copy of his original plat of location and survey in accordance with said stipulation and order of May 13th 1862: Now Therefore, on application of the said Attorneys for claimants, the District Attorney of the United States consenting hereto, but reserving the right of appeal to the United States Supreme Court as to location and survey. It is by the Court ordered, adjudged and decreed, that the survey of the land conformed to the said C. Covillaud et al, shown by the certified copy plat filed May 14, 1862 as aforesaid, and certified by C. B. Beale, U. S. Surveyor General on May 14, 1862, the field notes whereof were approved

W. H. S.

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by him in the manner shown by his certificate on said plat of May 14. 1842, be and hereby is approved and confirmed as the final survey of the land confirmed to the said C. Caillard et al: And it is further Ordered, adjudged and decreed that the said certified copy plat, marked "Approved May 15th 1842, Ogden Hoffman, U.S. Dist Judge" be annexed to and made part of this decree for a more particular description of the land hereby finally confirmed to the said C. Caillard et al.

Ogden Hoffman
Dist Judge

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147 Cl.

U. S. District Court.

The United States

v.

C. Covilland et al.

Final Decree.

Filed May 15 1862.
W. H. Clement.
Clerk

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In the District Court of the United States
for the Northern District of California

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The United States
v.
C. Coville and etal

No. 301.

It is hereby stipulated and agreed by and between the parties to the record in the above entitled cause, by their respective attorneys, that no appeal will be taken to the U. S. Supreme Court from the final decree of this Court made and entered on May 15th 1872, and that an order may be entered declaring the survey and location of the land, so confirmed as aforesaid, finally approved and determined

San Francisco May 14, 1872.

Crockett & Cullenden Atty's for Claimts.

Wm H. Sharp
U. S. Atty.

Jno B Williams
in aid of U. S. Atty.

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U. S. District Court

The United States

v

C. Levilland et al

Stipulation
that no appeal will
be taken.

Filed May 15th 1862
W. H. Ebenezer
Clerk

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At a Stated Term of the DISTRICT COURT OF THE UNITED STATES OF AMERICA, for the Northern District of California, held at the Court Room in the CITY OF SAN FRANCISCO, on Thursday the fifteenth day of May in the year of our Lord one thousand eight hundred and sixty two

Present:

The Honorable OGDEN HOFFMAN, District Judge.

The United States

V.

C. Covillaud et al

No. 301

On reading and filing a stipulation by the attorneys of the respective parties to the above entitled cause, to the effect that no appeal will be taken from the final decree of this Court made and entered on this 15th day of May, 1862; on application of Messrs Crockett & Crittenden, Attorneys for claimants, It is Ordered, that the survey and location of the land so confirmed as aforesaid stand as finally approved and determined within the meaning of the 8th section of the Act of June 14, 1860: And it is further Ordered that a certified copy of this order may be served by the U. S. Marshal upon the Surveyor General of the U. S. for California.

Ogden Hoffman
U. S. Dist. Judge

U. S. Marshal's Office,
Northern Dist. of Cal.a

I have served the within Order upon the U. S. Surveyor-General for Cal.a, by delivering a certified copy thereof to Edward Conway Esq. Chief Clerk in his Office, on this the 15th day of May, 1862.

San Francisco,
May 15th, 1862.

Wm Rabe U. S. Marshal
by James B. Randall Deputy

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UNITED STATES DISTRICT COURT
Northern District of California.

The United States
v.
C. Cornillaud et al

Order that survey stand finally approved

Filed May 15th 1862
W. H. Chevers, Clerk.

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In the District Court of the
United States. For the
Northern District. California

Charles Covillaud
et al.
vs.
United States. No 301

Hearing on Survey

Brief of Charles Lindley, of Counsel
for the United States —

1st Point —

Claimants seek to include the land high up on the Yuba River on the hypothesis that their grant is bounded in part on the South by that River, and that to include this land is the only means of reaching the River, and respecting the Northern line of Sutter's Grant.

The reply is that the grant was intended to embrace land lower

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down on the Yuba River, at and above Briggs's

It was then understood that Sutter's line extended no further East than Briggs's Ranch. That his North line terminated in the plain North of Briggs's. and formed a right angle running South to the Yuba, making a Westerly boundary of the Honcut grant for two or three miles on the Sutter line. This explains the calls for Western boundary of the Honcut, in the Petition, Decree, and all the Mesne Conveyances —

See Claimants Petition for Confirmation
Page 5. Line 15. Transcript. —
See Mesne Conveyances. Transcript Page 51 Line 4.
See Opinion of Commissioners Transcript
Page 73, line 20, to Page 74. line 10. —
Same Western Boundary in the Decree of
District Court —

The Complaint in the case of Elrod vs Coulland et al: for Specific performance of Contract of a part of the land in Briggs's Bottom, charges that land to be supposed to be included in the Cordua grant

See Complaint Exhibit D to Lindley's deposition, Page 6. last 5 lines.

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The answer under oath of Covillaud et al. admits the allegation.
See Answer Exhibit E to Lindley's deposition. Page 7. last 6 lines

Bidwell also testified to the same point, and fixed Sutter's Easterly line in the neighbourhood of Briggs's
See Bidwell's deposition on Survey
last half of Page 4
do — of " 5
do of " 10
and first half of " 11

If the Court will place together the Maps A & B. they more fully explain Bidwells Testimony.

It is therefore conclusive that the call for the Yuba River on the South was for the purpose of including the lands low down on the Yuba at and above Linda, and it cannot entitle the claimants to include the land on the extreme South East point of the

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survey which they seek to have substituted.

I explains why the Yuba was mentioned as a part of the Southern boundary

The certified Copy of small Diagram on file in this case made by Bidwell and attached as an exhibit to his Original Deposition taken before the Commissioners shows what was supposed to have been Sutters Line; also his Map of Sacramento Valley on file shows the same

2nd Point. —

A part of the Land which claimants seek to have included in a Survey are outside of the exterior boundaries of the Grant.

See Wescoatts Deposition, first five Pages and the Maps A & C. and the Zig-Zag line he has marked on C. —

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3rd Point

The Stipulation on file shows that the lands on the North East extremity of the first survey now sought to be substituted for the present one, were legally and properly located a long time since by sundry settlers under school land Warrants.

Township Map Exhibit C embraces these lands.

By Wescoatts' deposition we find that valuable improvements have been made upon them. This at least raises strong equities in behalf of the Settlers.

It would seem that the government has elected to sell this surplus within the exterior boundaries in the manner we have shown

See stipulation upon the above point in connection with Map C.

4th " Point

The decision on the Fremont Case is that

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the Segregation must be so made as to be " the least injurious to the adjoining public domain.

The deposition of Von Schmidt shows the relative value of Plain and Bottom land to be about $3 and $20 per acre. And it further shows that in the first survey there is a vast disproportion between the two, the allotment of the latter being the greatest when considered in connection with the relative quantity of each, included in the exterior boundaries.

By the depositions of Bidwell, Nye and Smith it appears quite conclusive that the only way to have the interior or plain land available is to have it sold and used in connection with the water front or river lands. — using the high land for grazing in the Winter and Spring and the Bottom in Summer and Fall.

See Von Schmidts deposition, Page 4 & 10.
Read the whole deposition. —

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5th Point

There were no improvements made by Cordua on the North East Corner of the land.

There was a mere temporary occupation for a single season, and which was then abandoned; a temporary Corral, and a little space planted and crop'd one season, and it does not fully appear whether this was above or below the line of the present survey

Nye's testimony is all there is upon the subject.

It was not intended as an improvement or as an "establishment"

On the Contrary the Grantee had his "Establishment" where Marysville now is; over twelve miles distant.

The "Establishment" he intended was at the Moyette Place on Feather River near the Honcut, about ten miles from where the temporary corral spoken of was located.

The Moyette House is mentioned by Nye, and located by the last answer in Wescoatt's deposition.

The effort to establish an early "election" is too weak: it is defeated by the Mozette "election"

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6th Point

The Survey should be compact in form

There is a reason for this rule. The surplus land in theory of the Mexican Nation is reserved for new Settlers or awarded to the old adjoining settlers in the event they shall prove prosperous and useful citizens.

Now if one grant is to be located so as to include all the valuable land, water and river front, and so as to leave a central tract of prairie land surrounded and cut off from water. — of what value can such tract be either to the Government or the Settler for whose benefit it is in theory reserved?

The two propositions that the location must be compact in form and of the least injury to the adjoining public domain, are sufficient in themselves to cause this Survey to be affirmed.

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Conclusion

The first survey and location in this Case passed through a severe trial in the Interior Department, and the result that the survey which is now before the Court was ordered by that Department in full hearing to be made and substituted for the first survey.

I refer the Court to the Instructions of the Secretary of the Interior to the Surveyor General under which the last survey was made as containing suggestions and reasons worthy of consideration though not binding upon the Court.

They are Exhibit C to Linsley's deposition.

It appears from the premises that the Survey should be confirmed.

Chas Sinclay
Asst. Atty U. S.

In the District Court
of the United States for
Northern District California

Charles Covillaud
et al
vs.
United States. —

№ 301.

On Hearing on Survey

Brief of Charles Lindley
of Counsel for United States.

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U. S. District Court
Northern District Cal

United States
vs
Chas. Covillaud
et al

Issue on Survey in
Land Case 301
Place called "Honcut"

Reply to Judge Campbells Brief

It was neither made for, nor is it adapted to the Cas at Bar. It simply discloses a bitter controversy of years between the Settlers and Claimants, before the only tribunal then having power to decide. This tribunal after hearing a wide range of testimony finally settled upon the present Survey.

It seems passing Strange that the Claimants who hold under the "General title", and who know that by the more recent adjudications, they have no title, to the Lands should persist in the effort to grab every farm-house, and Cultivated and improved patch of alluvial land lying at remote and opposite extremes of their large exterior boundaries, and even beyond them, as in the case of Platt and others on the extreme N. E. Corner or wing of the Survey.

There are but two points in his brief

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that I will particularly notice.

The first is the "request" of Platt and others to have the "first privilege of purchase;" which document is set out in full in the brief.

Now this was one of those "sharp tricks" by which all the settlers in the Exterior boundaries, and a little beyond, were to be "corraled" at one drive. It was a large Pigeon net, to be sprung over them by the Claimants, who were in a "bush house" after the manner of catching wild pigeons. It was a gull-trap, poorly constructed.

A smooth-tongued agent was sent around to dispense favors to the settlers. The verbal explanation was, "If it should be ascertained that our land don't include you, of course you will not be harmed, we ask nothing from you, we desire to confer a favor simply, by your making the request, we are friendly to the Settlers and will not sell to speculators over their heads, provided they will signify to us (in this manner) their desire to purchase, in the event the land is ours."

What an ingenious limb of the law to concoct the plan! What an elastic pliable tongue to execute it!

The primary object was to take their cases from the Statute of limitations and obtain an estopple against denying title.

The cover was too thin to make it available for either, in our Courts.

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Above about that Township survey, and the titles under the general, and State Governments, by virtue of the location of the School land warrants by Platt and others.

Congress grants 500 000 acres To the State for internal improvements See Brightlys Dig. Page

California appropriates it To the School Fund and presents the mode of Selecting, and issuing of School Land warrants to Woods Dig page The Government Surveys the Townships, and files the plat in the land office in Compliance with the law, after which the Selection can be made. The certificates of location are in evidence, and no objections made To the regularity of the proceedings of the locating officers, objected To only on the ground of irregularity They differ from Pre-emption claims that have been proved up, only in these particulars: The money has been paid in the former $2.00 per acre, and if the lands were legally capable of being ~~settled~~ Located the Equitable title has passed, and in such case would be entitled To absolute protection both as against the Government and Claimants.

If on the other hand the right from any cause ~~was~~ not proven To be an absolute title then it would seem that the Government having made a Survey of the Township and filed the plat, and thus invited Citizens To locate and pay for their land (done in this case)

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it should at least be a controlling circumstance in determining the discretion of the Court in the final location.

Now as to the Corruption of the Surveyor who made the Township Survey. The allegation is based on an ex parte affidavit in another case before another tribunal, Contradictory affidavits opposing it, with two

It is understood that Mr. Kyle at the time of making the affidavit had in contemplation the purchase from the Claimants of the lands now occupied by Platt and others.

This Township Survey has been in evidence on this issue about one year and no attempt has been made to attack it by evidence, which we could confront. It has been left for Judge Campbell after the oral argument of the case here, to present a re-hash by which the Character of a Deputy Surveyor, and Mr. Platt, one of the purest and most substantial Citizens of Yuba County, is to be tried for Corruption without an issue on the record or evidence inviting the inquiry.

This Case shows no land Sold or Contracted to be sold by the Claimants on the Hennet East of the line of the present Survey, and there never was any so Sold.

This Case shows Settlement to have been made and the House and fields to have been built on Feather River about Eight miles west of the East line of the present Survey.

It shows no improvements East of the line on the Hennet except

the temporary corral and a small patch without fence cultivated one season, and then abandoned

(Nye's Cross Examination)

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Land case 301

United States

vs

Chas Covillaud

et al

Dr Brief of

Smalley & Watkins

On Survey

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In the District Court of the United States of America
For the Northern District of California

The United States
Appellants
vs
Charles Lovillard et al
Appellees.

Decree No. 301.
"Conceal"
Stated term February 23d. 1857.

On appeal from the final decision of the Board of Commissioners to ascertain and settle private land claims in the State of California

This cause came on to be heard at a stated term of this Court on appeal from the final decision of the Board of Commissioners to ascertain and settle the private land claims in the State of California under an act of Congress approved on the third day of March 1851 upon the transcript of the proceedings and decision of the said Board of Commissioners and the papers and evidence on which the said decision was founded and it appearing to the Court that the said Transcript has been duly filed according to law and Counsel for the respective parties having been heard it is by this Court ordered, adjudged and decreed that the said decision be and the same is hereby in all things affirmed, and it is likewise further ordered adjudged and decreed that the claim of the Petitioner Charles B. Sampson is not valid. and it is therefore

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decreed that his application for a confirmation thereof be denied: and as to the other petitioners it is adjudged that their claim is valid, and it is therefore decreed that the same be confirmed, the said Petitioners to have and to hold the premises hereby confirmed in the respective proportions and interest following to wit: Charles Covillaud, one equal undivided fourth thereof J. M. Ramirez one equal undivided fourth part, William H. Sampson administrator on the estate of John Sampson deceased, one equal undivided fourth part, Gabriel A. Sweezy and Robert B. Buchanan each, one equal undivided eighth part thereof.

The land of which confirmation is hereby made is situated in the County of Yuba and is known by the name of Honcut, being the same formerly occupied and which was granted to Teodora Cordua and is bounded and described as follows, to wit; Bounded on the north by the arroyo of Honcut, on the East by the foot of the Sierra Nevada, on the South by the River of Las Yubas, and the tract of land known as that of Senor John A. Sutter, having for its northern line and the line of the land hereby confirmed the parallel of latitude thirty nine degrees, thirty three minutes and forty five seconds (39°. 33'. 45") North, on the west, the said tract of Senor Sutter, the river of Las Plumas and the arroyo of Honcut, containing seven

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Square leagues of land, agreeably to and as the same is laid down upon a map of the same which is filed in this case marked "No. 1" and annexed to the deposition of John A. Ridwell to which reference is to be had for further description and delineation of the said premises

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No. 301

U. S. District Court

The United States
Appellants
vs.
Charles Coulland et al
Decree

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The United States
vs
Coillaud.

Objections to Survey.

Continued—

The confirmation was for a tract bounded N by Arroyo of Stanislaus. ~~East~~ East the foot of Sierra Mountains—S by Yuba R. & land of Sutter W. by Feather River — 7 leagues in Extent

As to occupation of N.E. Corner
Nye's dep.

Snider —

1 The land outside of survey has been sectionised & taken up under Land warrants—

2 "An equitable division ~~has~~ should be made between U.S. & Claimants The survey contended for by them follows the Course of the 3 rivers throughout their whole extent within the limits of the grant & leaves to U.S. prairie land — nearly valueless when unconnected with bottom land — The Court can see for itself how "compact" the grant is — It is made in the most

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preposterous manner so as to include all the bottom land — The pretended occupation on the N. E. corner on the Island consisted merely of a corral It was temporary & slight & is shown to have been abandoned —

4 The decision of Secy of Interior tho not binding on this Court nevertheless shows that these parties have been struggling for protection for a long time and have at last obtained it so far as Secretary could give it — Under all the circumstances considering the value of the land & the worthlessness of what would be left to the U S if the present squatters were ejected the claimants ought to be satisfied

Written down —

The school land warrants were located out of the 500000 acres given to State for Internal Improvements —

Brightly's Dig — p 491 — The State authorized Governor

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to issue land warants, & gave to holder the rights of election But it was to be out of public land — a locator under Sch. land warant stands in precisely the position of a preemptor.

2d. The Counsel argues this as if Claimant & U.S. were tenants in common —

But the former are grantees whose superior rights the U.S. have recognised — They are entitled to have their quantity to be taken by them in the manner established by adjudications & admitted principles. The question of comparative values therefor does not arise — As will be seen by considering a case where an exact square would include all the good land — there would then be no ground to objects to it.

3 Even admitting the first survey is not Compact we have a rights to elect — how could that affect that we will make an election of totally

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differents from that made for us and yet quite as low back— perhaps we will take it in a square form all on the Guba— or on the Honeah or on the Sierra—

Willard

vs

U. S

Notes of
Argument on
Exceptions to
Charge

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COVELLAND et al.
vs.
THE UNITED STATES. } Rancho de Honcut.

To the Hon. THOMAS A. HENDRICKS,
Commissioner of the General Land Office:

After a final confirmation of the "rancho de Honcut" to the above claimants, in conformity with the provision of the act of 3d of March, 1851, the Surveyor General of the United States for the State of California, on the day of 185 , in pursuance of the authority vested in him by the 13th section of said act, appointed A. W. Von Smidt as deputy surveyor, for the purpose of locating and making an official survey of said tract of land.

Appointment of deputy surveyor.

The said deputy, in obedience to said order, and in conformity with the rules of said department, proceeded to make said survey and location, and when the same were completed he made his return to the office of the said Surveyor General for his approval, which approval was made on the 18th day of November, 1857; and on the 4th day of January, 1858, Surveyor General Mandeville forwarded to your department the plat, descriptive notes, and decree of court.

Approval of survey and location of the grant by Surveyor General.

On the 21st of January, 1858, R. F. Piatt and others filed in your department their protest against the issuance of a patent upon said survey, which protest is marked (A.)

Protest of F. D. Piatt against issue of patent.

On the 3d day of March, 1858, Mandeville was instructed by your department to inquire into certain allegations contained in it, (Piatt's protest,) and which will be more particularly referred to hereafter.

Investigation of the allegations contained in Piatt's protest.

In pursuance of said instructions, Mandeville fixed a day for the parties to be heard, at the city of Marysville, as will be seen by reference to his report, marked K.

After having heard all the evidence which the parties saw fit to offer, the former survey was again, on the 17th day of May, 1858, fully approved by the Surveyor General, and his action thereon duly forwarded to your department, which document is marked K.

Result of the investigation confirming survey of 17th May, 1858.

The evidence taken by the Surveyor General, in pursuance of said instructions, as well as other *ex parte* evidence, are now on file in your department, and to which special reference will hereafter be made.

Evidence taken by Surveyor General on file in Gen'l Land Office.

The contestants, in their protest, make the following points, which they urge as reasons against the issuance of a patent to the claimants.

W. H. MOORE, *Print.*

Reasons assigned by contestants why patent should not issue.

First. They say that township No. 17 was subdivided by R. B. Hays, deputy surveyor general, in 1855, and that the same was duly approved and filed in the Register's Office in the city of Marysville.

Second. That, in 1854 or 1855, the Surveyor General, (Col. Hays,) at the request of the claimants, and after the confirmation by the Board of Commissioners, surveyed the Honcut rancho, and that he set apart the lands in said township, properly belonging to said rancho, from the public lands, and that afterwards R. B. Hays (deputy) subdivided said fractional township.

Third. That upon the faith of said survey, they, the contestants, have made valuable improvements.

Fourth. That the survey is not in accordance with the Bidwell map.

Fifth. That the survey is unjust and partial in this, it is against the interest of the United States and the settlers; that it follows the streams, taking in the rich bottom lands, and throwing out all the high lands supposed to be poor and arid.

Sixth. That Von Smidt, the deputy surveyor, they believe, is interested in Mexican grants, and for that reason is an unfit person to make such surveys. They then pray that the boundary line, as originally marked out in said township, be *now* made to conform thereto and remain unaltered.

After the contestants had filed their protest, your department, on the 3d of March, 1858, by letter to the Surveyor General, instructed him to make the following inquiries:

Inquiry as to the southern boundary of the ranch, and sale of portion of it.

1st. To ascertain whether the south boundary of the claim is the Yuba river?

2d. Whether the confirmees on that boundary (Yuba river) sold lands as part of said claim, which lands are now excluded from said survey.

3d. To consider the ground assumed, that, if the southern boundary had been established to embrace such sales, whether the controversy disclosed in the papers would exist.

Reply to the allegations of the contestants

In reply to the allegations and points made by the contestants in their said protest, the confirmees say:

1st. That, until the final survey by the United States government, they had no means of knowing the amount of surplus land within the exterior boundary lines of their grant, over and above the seven leagues called for.

Natural boundaries called for by the grant, selections, and sales made contiguous thereto.

2d. That the Feather and Yuba rivers, and the Honcut creek, were definite and natural boundaries, called for by their grant, and that they had in consequence made their selection, by locating and selling the lands upon and contiguous to those boundaries.

3d. That the original grantee petitioned for said lands

solely for grazing purposes; that the lands granted were intended for such purpose; that the lands upon the said Honcut creek, were of those granted peculiarly grazing lands, and for this reason the ranch was designated as the "Honcut rancho." Land granted intended for grazing.

4th. That the northeastern boundary of the said grant, viz: the foot-hills of the Sierra Nevada mountains, was undefined, and that, consequently, they had made no selection on that side, either by selling or otherwise. Northeast boundary undefined.

5th. That two-thirds of the land confirmed to said claimants, and included in the final survey, is high barren land; and that to require them to take a less quantity of grazing lands than they are, by their natural and definite boundaries entitled to, would defeat the object of the grant, which was for grazing purposes. Two-thirds of the grant high barren land.

6th. That in the protest of R. B. Piatt and others, it is untruly alleged that Robert B. Hays run the section lines, and subdivided fractional township No. 17, with range 4, east Mt. Diablo meridian, after the confirmation of the said Honcut grant by the United States Board of Land Commissioners, but that said survey of said fractional township was made *before* the said confirmation. Allegations in Piatt's protest unfounded.

7th. That the allegation in said protest is equally untrue, that previous to "said survey of said fractional township for said Piatt and others, John C. Hays, at that time United States Surveyor General, segregated and set apart all the lands in said township, properly belonging to said Honcut rancho," whereas, in fact, the said survey was not made until after the said survey of the said fractional township.

8th. That the survey of said fractional township No. 17, as aforesaid, was made by one Van Dorn, for R. B. Hays, in December, 1854, and that the Honcut grant was not confirmed by the Board of Commissioners until the 27th day of March, 1855. Survey by Van Dorn, made in December, '54. Honcut grant not confirmed until Mar. 27, 1855.

9th. That John C. Hays, late United States Surveyor General for California, could not justly or legally have segregated or set apart the lands embraced in the Honcut grant of said fractional township, in December, 1854, as is alleged in contestant's protest, for the reason that the said Honcut grant was not confirmed until March 27th, 1855, and that the initiatory survey was not made until May, 1855. Reasons why fractional town No. 17, embraced in the Honcut grant, could not be *set apart*.

10th. That the contract made with R. B. Hays, deputy surveyor, mentioned in said protest, for the subdivision of said fractional township No. 17, contained the following words, or others to the same effect: *Proviso* restricting the survey of townships.

"Providing, always, that said townships are not any of them wholly, or in part, covered by a foreign grant."

11th. That the said Piatt, Montague, and others of the

Acknowledgement of Piatt & others that they were occupants of land claimed under the Cordua grant.

contestants, prior and subsequent to the preliminary survey of the said rancho for said Covelland and others, in May, 1855, and for a long time afterwards, acknowledged that they were "occupying the land claimed under and by virtue of said Cordua grant."

Notice to the contestants of the claim of Covelland to the lands in fracti'al township No. 17.

12th. That said contestants, from their first occupancy of said lands in said fractional township, had full and ample notice of the claim of the said Covelland and others to the said lands in said fractional township.

In reply to the inquiries which, by your letter of the 3rd of March, 1858, the Surveyor General was instructed to make, I beg leave to refer to his reply of the 17th of May, 1858, and which he concludes with the following statement: "As the result of this examination I have to repeat, that, in my opinion, the present survey does not include any lands not within the boundaries of the claim, under the original title papers, and the final decree of confirmation, and that it has been made with the view of including all lands sold by the claimants as portions of the Condua or Honcut rancho; but, at the same time, it is left to the department to say whether or not its shape is such as meets its views as to 'compactness of form,' as that is the only point of doubt there can be respecting the propriety of the present survey."

Surveyor General reports that the *survey* only includes land within the boundary of the claim.

I now propose to examine the evidence adduced on the part of the contestants in support of the allegations contained in their protest.

Piatt has filed two affidavits, the first is made on the 8th day of February, 1858, and marked A; the second is made on the 9th day of February, 1858. The first is made a part of the second.

Affidavit of Piatt charging the owners of the Honcut ranch with misrepresentation.

In the affidavit of the 8th of February, Piatt charges that the owners of the "Honcut rancho," previous to Von Smidt's survey, claimed, as a portion of said Honcut rancho, a large tract of land along the northerly bank of the Yuba river, and had sold, to *bona fide* purchasers, some thousand acres of land, representing the same as part of the *Cordua grant;* that the recent survey excludes all these lands from said grant, wholly and entirely disregarding these purchasers' rights, and that he believes Von Smidt left said lands out of the survey of said grant, knowing that they had been heretofore claimed by the grant owners as part of the same, and that the many angles in the east line of said survey was made for the purpose (in many cases) of taking in the improvements of the settlers upon that portion of said township that had previously been sectioned and filed in the office of the Surveyor General of California.

The first point made in the foregoing statement is, that the owners had sold large quantities of land, representing

the same to belong to the *Cordua grant*, on the northern bank of the Yuba river, and that the purchasers of those lands are, by Von Smidt's survey, excluded and left outside of the boundary lines.

Duplicity of Piatt's statements.

The duplicity of this statement will hereafter be shown by the most satisfactory proofs, and which could not have been unknown to Piatt at the time his statement was made.

It is true that the claimants in the Honcut rancho did sell lands several miles south of the southern boundary line, now fixed by the official survey, and which are not, and could not, be included in said survey, for the reason that they are within the limits of another grant, called New Helvitia or Sutter's grant, the northern part of which, and that portion which by the calls in the Honcut grant, is made its southern boundary line, belonging at the time said sales were made, and still does belong to the owners of the Honcut rancho. Besides the statement that they had represented to said purchasers, that they were selling under the Cordua grant, is not sustained by the record, as their deeds to those persons make no reference to the Honcut grant in any single instance; all of which will hereafter be made to appear. The owners of the Honcut had no power to embrace lands in the Honcut survey which belonged to the Sutter grant, even if they desired to do so. It is to be presumed that those "*excluded*" purchasers knew something of their own rights, but they, it seems, rest perfectly satisfied, and as yet have made no objection, well knowing that they are covered and protected by the Sutter title. There never was the least doubt or question as to where the dividing line did run, between the Honcut rancho and the Sutter grant. The northern boundary line of the Sutter grant is distinctly marked by what is called the *three buttes*, prominent elevations, rising several hundred feet above the surrounding country. All these facts could not have been unknown to Piatt at the time he made his affidavit, yet he carefully refrains from referring either to the Sutter grant, or to the fact that the owners of the Honcut were the owners of the very land under another grant, which he alleges has been fraudulently excluded from the Von Smidt survey. The conclusion which the contestants desire to have drawn, from the above erroneous statement of Piatt, is that, if the survey had included the purchasers now located within the boundaries of the Sutter grant, the quantity called for in the Cordua grant would have been satisfied without embracing the contestants on the Honcut side of the rancho. By referring to your letter of the 3rd of March, 1858, addressed to Mandeville, you will perceive that he is instructed to make the particular inquiry in regard to the very point above commented upon, the evidence reported by him,

Line between Sutter & Honcut ranch—both tracts owned by the same party, and known to be so by Piatt.

Inquiry as to certain lands alleged to have been excluded from the Von Smidt survey. Evidence taken & filed.

and to which particular reference will be made hereafter, shows conclusively not only the duplicity, but what would seem to be the wilful misrepresentation of Piatt in this particular.

Von Smidt charged with improperly including land in his survey lying in Butte county.

The next statement made by Piatt is, that the South Honcut creek is a larger and longer stream than the North Honcut; that the South Honcut is and always has been the boundary line between the counties of Yuba and Butte, and that Von Smidt has taken in some thousand acres of land into said survey in the county of Butte, and that the survey leaves out along the Yuba river a much larger tract of land, formerly owned and claimed by the ranch owners, and which has been sold by them, than lies between the two Honcut creeks, as included in said survey.

No county lines known in California at the time of the Cordua grant.

In regard to the objection that a portion of the Von Smidt survey embraces lands lying in the county of Butte, it is only necessary to say that, at the time the grant was made there were no such thing as county lines known in California, and of course the subsequent districting of the State into counties could have no influence or control over rights or titles previously acquired. The boundaries of counties were established without regard to private property or ranch lines. In regard to the second proposition as above stated, it has already been answered. The owners have sold no lands under the Cordua grant which they have not embraced in their location.

Preliminary survey by deputy Hays, alleged to have been made on information received from R. B. Buchanan.

He states that he heard Robert B. Buchanan, one of the rancho owners, state that they claimed the north bank of the Yuba river as the southern line of the Cordua grant, and that R. B. Hays, who made the preliminary survey, acted upon such statement, and embraced in such survey the land sold to Isaac Green, George Briggs, Cable Reed, and Brown, Casey and Charles Lindley, all of which lands, he states, are excluded from the land by the Von Smidt survey.

Buchanan & Hays both dead—hence Piatt is safe in making any statement.

It will be observed that Buchanan and Hays are both dead, and for that reason Piatt is safe in making any statement which he may choose to invent. It might be asked how Piatt knew that Hays acted upon the representation of Buchanan; he does not state that he was present with Hays, or that he even heard him make any statement in regard to the matter.

Map (*T. C.*) shows the precise location of the north boundary line of the Sutter ranch; also locations of Briggs & others

For the purpose of ascertaining the precise location of several of the persons above referred, I beg leave to direct your attention to map marked *T. C.*, and which shows the precise location of the northern boundary line of the Sutter rancho. Briggs, it will be seen, is located several miles south of that line; Brown and Reed are on both sides of the line; Lindley and Cable are also on both

sides. Now, if Hays in his preliminary survey placed the above persons within the Cordua grant entirely, he committed an error, for, as I have said before, and will hereafter establish by proof, there can be no question as to where the northern boundary line of the Sutter grant should run.

Alleged conversations between Mandeville & Piatt—Mandeville can explain.

The second affidavit relates entirely to alleged conversations with Mandeville in regard to contesting the issuance of a patent, taking evidence, &c., but which I am satisfied Mr. Mandeville can fully explain at the proper time, but which has no bearing on the question of approval now under consideration.

Ex parte evidence by contestants; meeting at Marysville; contestants refusing to go into an examination; evidence taken by the confirmees, and protest by them.

The contestants have filed a mass of evidence, consisting of ex parte affidavits, taken under the following circumstances: In obedience to your instructions of the 3d of March, 1858, the Surveyor General fixed upon the 24th of April, at which time he gave the contestants notice that he would open a court of inquiry at the city of Marysville, when the contestants could be heard; and at the time appointed, Mr. Mandeville was present, and the contestants appeared by their attorney, but refused either to state the grounds upon which they opposed the official survey, or to introduce witnesses, but asked for a continuance, which was refused, no sufficient reason having been offered. The confirmees then had the testimony of witnesses taken in support of the validity of the official survey. The contestants refused to participate. By reference to document marked B., it will be seen that the claimants made a formal protest against the reception of all affidavits or depositions thereafter taken, for the reasons therein set forth, which protest will be found in said document, marked B. By reference to the deposition of S. C. Tompkins and E. Perinex in the same document, it will be seen that, with only one or two exceptions, all the witnesses whose depositions the contestants have filed are residents of the city of Marysville, whose attendance could easily have been procured, if the contestants had seen fit to use the least diligence or exertion.

Unreasonable character of the notice by contestants to take testimony.

The affidavit of E. D. Wheeler, esq., (see same document B,) attorney for claimants, shows the unreasonable character of the notice which the contestants subsequently gave him. The notice stated that they should take the evidence of certain witnesses, on the 1st day of May, 1858, at the city of Marysville; on the same day, at the city of San Francisco, a distance of about two hundred miles from Marysville; and that on the 3d of May, they would take the deposition of witnesses at Chico, some two hundred and fifty or three hundred miles from San Francisco. Unless the attorney of the claimants was possessed with the power of ubiquity, it was impossible to appear at so many

different places, and which are so distant from each other, at the same time. The conduct of the contestants makes it clear, that their object was not to have a fair and impartial hearing before the Surveyor General, but merely to occasion as much delay and trouble to the claimants, as well as to the Surveyor General, as the nature of the case would allow. I am, therefore, clearly of opinion that, for the reasons set forth in the claimants' protest, all the ex parte affidavits which the contestants have placed on file should be wholly rejected, in the consideration of the matter before you. I have, however, given to all the evidence a careful examination, and find nothing that has the least tendency to shake the validity of the official survey. A brief reference to this mass of illegal evidence will now be made.

Protest of claimants against *ex parte* affidavits filed by contestants.

No evidence to affect validity of official survey.

Bidwell's map of Honcut ranch, made of his deposition.

On the 3d of May, 1858, the contestants took the affidavit of John Bidwell. It will be remembered that Bidwell is the same person who, in 1843 or 1844, made a map of the Honcut ranch, for the purpose of obtaining a grant from the government of Mexico, a traced copy of which map is made part of Bidwell's deposition. Now, one charge made by the contestants is, that Honcut creek, marked on this map, and made a boundary on the grant, means the *south* Honcut, and not the *north* Honcut. Bidwell, in his answer to the 2d question, describes the boundaries. He says, it "was bounded on the north by the Honcut Creek;" yet, notwithstanding he makes this direct allusion to Honcut creek, and notwithstanding it is marked on the map before him, it never occurred to them to ask the witness if the Honcut creek marked on the map, and referred to by him, meant the south Honcut, as they in their protest insist it does. Bidwell was the proper witness to settle that question. Yet, they dare not call him out. The reason is plain they knew what his answer would be, and they dare not put the question. Their principal object seems to be, to show by Mr. Bidwell how the Honcut rancho should be located. But before Bidwell, or any other surveyor, could locate the Honcut, it would be necessary for him to first ascertain the precise location of the northern boundary line of the Sutter grant, that grant having been made first. This Mr. Bidwell had never done, and of course could know but little of the precise point where it did run.

Bidwell testifies that the grant was bounded on the north by Honcut creek.

Omission to ask witness whether Honcut creek meant the *south* Honcut, as stated in their protest.

Failure of Bidwell's evidence to establish what it was expected to prove.

Land purchased by C. Lindley, alleged to be within the Cordua grant. The *deed* to him has no reference to said grant.

In the affidavit of Charles Lindley, it is stated, that in 1850 he purchased from the claimants a tract of land, which, he says, they represented as part of the Cordua grant, and that the official survey excludes a portion of said tract. He affixes to his affidavit the deed which he received, and marks it exhibit A. By reference to this deed, it will be found that no reference whatever is made to the Cordua grant. If the title was deduced from that grant, why was

it not referred to, and made part of the description in the deed? The answer is plain. The vendors in that deed were owners on both sides of the line dividing the Sutter and Cordua grants, and at that time this precise line had not been established, but, as it has since turned out, about one-half the tract is on the Cordua side, the other half on the Sutter side. The location of the Lindley tract is designated on the map, marked *T. C.*, and to which I beg leave to refer. The testimony of the other witnesses, taken on the 1st day of May, is so entirely irrelevant that further comment upon any part of it is thought to be unnecessary.

Explanation of Lindley's deed.

I will now direct your honors' attention to the evidence adduced on the part of the claimants, in support of the official survey.

The position assumed by the contestants embraces two points, the first of which is, that the official survey excludes purchasers on the north side of the Yuba river, which should have been included.

The second point is, that the lands occupied by the contestants are public lands, and never did belong to the Cordua grant.

Certain tracts on the north side of Yuba river, lie partly in the Cordua grant, and partly in the Sutter grant.

Nelson Westcott, an experienced surveyor, testifies that he has seen the map of the official survey by Von Smidt; that he is acquainted with the tracts of land lying on the north side of the Yuba river, known as the tracts of Isaac Green and Briggs, of Reed & Brown, of Casey, and of Lindley; that they are located as follows, to wit: about one-half or two-thirds of the Casey & Lindley tract, and about three-fourths of the Brown & Reed tract, are within the Cordua grant, according to said map, and the residue of said tracts are in the Sutter grant. He further states, that Covelland and others (claimants in this case) have always claimed to be the owners of that portion of the Sutter tract within which said parts of the said tracts are located. He also states, that the Green & Briggs tracts are within the Sutter grant.

Distance of each tract from Marysville, and contents of each given, showing the accuracy of the witness.

He then gives the distance of each tract from Marysville, which will prove, to any one at all familiar with the northern boundary of the Sutter grant, that said tracts of land are correctly located by the witness. He says the Brigg's tract is some two and a half miles from Marysville, on the north bank of the Yuba river, and contains six hundred acres. The Green tract is three miles from Marysville, on the north bank of the Yuba river, and contains about three hundred acres. The Lindley and Casey tract is situated some five miles from Marysville, on the north bank of the Yuba river, and contains about eight hundred acres. The Brown & Reed tract is situated some eight miles from Marysville, on the north bank of the Yuba river, and contains about eight hundred acres. He further states, that

All the tracts mentioned by witness lie north of Yuba river, and are within the official survey of Von Smidt.

all of the tracts above mentioned are located entirely within the Cordua grant, and in that portion of the Sutter grant lying north of the Yuba river. It is made manifest from the foregoing clear statement, that the official survey of Von Smidt embraces all the lands situated on the north side of the Yuba, and which were sold by the claimants, that could be taken in without crossing the Sutter line, and that portion which is necessarily excluded, is covered by the Sutter title. It is not deemed necessary to say more on this point, as I think that particular objection has been fully answered.

Lands sold to be included in the locations and survey of Mexican grants.

The surveyor, under instructions from your department, is required in locating Mexican grants to include all lands previously sold by the owner in the survey. According to this requirement, the deputy Von Smidt not only felt himself bound to include the lands already referred to, lying and situate on the north bank of the Yuba river, but other tracts situated on the North Honcut creek, which had been previously sold and conveyed to different persons, namely: to Jesse Mayhew, N. B. Nelson, and J. J. Kyle. By reference to copies of deeds to said persons. now on file, and marked No. 1, No. 2 and No. 3, it will be seen that the North Honcut is mentioned in the descriptive clause of each deed. If the location insisted upon by the contestants should be allowed to prevail, the Condua grant would be made to lap over the Sutter grant, and the last named purchasers on the North Honcut would be entirely excluded.

The north Honcut is mentioned in the descriptive clause of each deed. as will appear by reference to copies on file.

I now come to the second charge of the contestants, namely, that the lands claimed by them are public lands, and not within the Cordua grant.

Less than one-half of Piatt's land embraced in official survey, his residence being on the part not included—a fact concealed by him.

The fact may here be stated, that of the *five hundred and twenty acres* claimed by contestant, Piatt, less than one half of his claim is included in the official survey, and the part not included contains his dwelling-house. This important fact Piatt, in his numerous affidavits, has not seen fit to disclose, but on the contrary attempts to make the impression that all his improvements and everything he has are embraced in the survey. (See Von Smidt's deposition, in document marked B.)

I now propose to show by the admissions, written and verbal, of Piatt, that he always knew he was within the Cordua grant; and as a set-off to his sworn statements, I beg leave to direct your attention to the affidavits of some of the claimants:

William H. Sampson and Jose M. Ramirez, on their oaths, say that the grant surveyed by Von Smidt, and at present occupied by R. F. Piatt, Reese, Kiser and others, was in their possession in the year 1850; that in 1855, during the preliminary survey made by Col. J. C. Hays, through Robert Hays and his employee, A. Van Dorn,

R. F. Piatt, having previously settled on the part now occupied by him, applied to these affiants to purchase the same, stating that he had accompanied said Hays and Van Dorn in their survey, and requesting said affiants to have a survey made by said Van Dorn of such tract then made by him and placed on said preliminary map made by said Van Dorn and Hays, which was accordingly done; that on completion of said survey, said Piatt invited said affiants to his house on said tract, to view the same and fix a price thereon; that said Piatt, after coming to their agent in Marysville, finally agreed to pay fourteen dollars per acre, being the price demanded by the affiant for said tract of land. And they further say, that in consequence of said agreement with the said Piatt, and with Reese, Kiser, Sewell and others in regard to the lands occupied by them, and of lands sold in the northeast portion to J. J. Kyle, they were desirous to include said portion in the survey.

Verbal and written admissions of Piatt that he *knew* he was within the Cordua grant.

Jose M. Ramirez, on his oath, says, that in the year 1850, he agreed with a certain Alfred Gayer to sell him six hundred acres on that part of the Honcut rancho now occupied by R. F. Piatt and others; that said Gayer took possession by building fences, coral and house, under the promise of getting a deed as soon as it was confirmed to the company; that Gayer, in the latter part of 1850 or 1851, asked for permission to sell his right to another party, under the same conditions on which it was granted to him, to which he consented, and that since that time the said Piatt has been in possession of the same tract of land.

In corroboration of the foregoing statements of Ramirez, I beg leave to refer to the deposition of E. Dupre, taken by Surveyor General Mandeville, in the court of inquiry held by him in the city of Marysville. He says, that about the years 1853 or 1854, he believes, immediately after the confirmation of the Cordua grant, (the witness, it seems, did not know precisely when the Cordua grant was confirmed, it being in 1855,) Piatt, with several other parties who were settlers on the grant, made application at his office to buy the land on which they had settled. Piatt signed his name in a book which was given to affiant for that purpose, asking the ranch owners the privilege of buying the ranch on which he had settled, and on which he now resides.

E. Dupre testifies to the signatures of Piatt and others contained in a book asking the owners of the ranch the privilege of buying.

The book above referred to is now on file in your department, and contains, on pages 1 and 2, the following written agreement between the ranch owners and the squatters on the Cordua grant, namely:

Book referred to by Dupre on file in the Gen'l Land Office.

(Page 1.) "All persons wishing to have the first privilege of purchasing the land now held by them against us, will have to sign the following application and request." Dated April 17, 1855. The foregoing is signed by the claimants.

Written application to buy of the owners of the grant—signed by Piatt and others.

The "application" above referred to is in the following words:

"We, the undersigned, wishing to have the first privilege to purchase the land now occupied and held by us under Charles Covelland, Jose M. Ramirez, Wm. H. Sampson, Charles B. Sampson, Robert B. Buchanan and Gabriel N. Sweezy, lying between the Yuba and Feather rivers, and the Honcut and the foot of the Sierra mountains, would ask the above privilege of said parties."

"Dated on this 17th day of April, 1855."

The foregoing application is signed by a great number of persons, (squatters,) and among the number are to be found the following: on page 2, R. F. Piatt & Co., and Jos. M. Reese; on page 5, E. H. Gould. All the foregoing names are in their own hand-writing. The names of Sivels, Hurt, and Rice do not appear.

Admissions of *contestants* that they held and occupied the lands of the claimants.

At all events, three of the most prominent contestants, with Piatt at the head, have solemnly subscribed their names to the admission, that they *occupied* and *held* the lands of the claimants, and, in addition, entered into a written agreement that they should have the first privilege of purchasing. Are they not now estopped from denying the right of the claimants to the lands so occupied and held? Or, at all events, are they not estopped from denying that the claimants never asserted title and ownership to said lands, and that they, the contestants, never had notice of such claim?

Explanation of Piatt's admission to buy the land.

In answer to this written admission, Piatt, in his affidavit of the 8th of February, 1858, makes the following explanation: He says that, at the time he signed said agreement, the conversation he had with R. B. Buchanan and G. N. Sweezy was in relation to 320 acres of land, located five miles east of his ranch, and which he acknowledged to be on the Cordua grant, and so expressed himself at the time of signing.

Conflict in the testimony of Piatt & Sweezy, as to Piatt's explanation of his admissions.

Now hear Sweezy, who, since that time, has parted with all his interest in the rancho, and who, since that time, has been doing all in his power to injure his former co-tenants. He says: "Mr. Piatt said, in my presence, at his house, that he did not know whether he would be finally embraced in the survey of the grant or not, but that, if so, we wished to save the statute of limitations; that if he did not we should have to bring suit to save our rights, until such time as the land could be located by proper survey."

He further states that Piatt claimed at the time that he was not in the grant, according to his recollection of the map, but at the same time went on to state, that if the land belonged to them, he did not wish to hold it without paying for it.

The glaring discrepancy in the affidavits of Piatt and Sweezy will be readily seen. Piatt says, when he signed the agreement, he had reference to 320 acres of land lying five miles distant, and not to the place occupied by him at that time. But Sweezy swears that it was the place occupied by him and details the conversation. Which of the two witnesses are we to believe? or are we not to take the written evidence in preference to both? But Sweezy, in another part of his deposition, says that, in 1850, he took a friend to locate on the Piatt lands, considering them government lands, but found the ground all occupied and taken up. How strange then that, in 1855, he should set up a claim to the same lands, and insist upon the occupants thereon signing a written admission to that effect.

Discrepancy in the affidavits of Piatt and Sweezy.

Sweezy, in the conclusion of his affidavit, intimates that he sold an interest with warrantee deed, which, if excluded, might involve him in the future. Now, those who know Mr. Sweezy best, would never suppose that his *warrantee*, or any other *obligation* of his, would, or ever did, involve him in the least trouble whatever.

Any warranty or obligation given by Sweezy not likely to involve him in trouble.

It will be observed that Piatt, in his affidavit, when speaking of the time he signed said agreement, that *Charles Mosely* and Sweezy were both present. Here is Mosely's recollection of what occurred on that occasion: He says, that he accompanied Buchanan and Sweezy in their visit to the various settlers on the Cordua grant, and that, on the arroyo Honcut, they called on the said R. Piatt, who, with his brothers, were supposed to compose the firm of R. Piatt & Co., and one James M. Reese and Newton Sewell; that Piatt, Reese, and Sewell asked for the privilege of purchasing the lands on said Honcut creek occupied by them of and from Buchanan, Sweezy, and others, and that they freely and *voluntarily* signed, in his presence, on page 2, of a book containing his signature, dated April 17th, 1855, as the witness thereto, asking the privilege of purchasing said lands, as described in the preamble of page 2 in said book. The witness here inserts, in his affidavit, the preamble as already copied.

Charles Mosely testifies that Piatt signed the application to purchase land on Honcut creek.

The testimony of this witness is in exact accordance with the written admission of Piatt, and cannot be denied or contradicted. Further comment is unnecessary.

E. Dupre testifies that, in the month of May, 1855, Piatt and Sewell acknowledged to him that they were on and occupying the land claimed under and by virtue of said Condua grant, and that they requested him, as a land agent, to negotiate with Covelland, Ramirez & Co., for the survey and purchase of the lands occupied by them on the *arroyo de Honcut*; that, at the special request of Piatt and Sewell, the tracts of land occupied by them were made by Van Dorn, a surveyor employed by the owners to make

E. Dupre testifies that Piatt and Sewell acknowledged they were settlers on the Cordua grant.

a preliminary survey of the ranch, and which survey was made by the order and at the expense of Ramirez, Covelland & Co., and inserted in the preliminary survey; that afterwards a certain sum per acre was agreed upon by Piatt and Sewell with the company, but that it was afterwards broken off, Piatt & Sewell declaring that they did not believe that the Cordua grant would be finally confirmed, and, at any rate, it would be a long time before a patent could be obtained, and that they would not purchase before the issuance of such patent. The facts here revealed are not denied by Piatt in any of the affidavits which he has made in this case.

Piatt & Sewell refuse to comply with the purchase, on the plea that the Cordua grant would not be confirmed.

The facts disclosed by Mr. Dupre, in his deposition, are a stern contradiction of Piatt's sworn assertions, when he avers that he never admitted that the land he occupied was within the Cordua grant, or that he ever proposed to purchase the same. Here it turns out that, at his request, the owners had his rancho surveyed and marked on their preliminary map, and that he then employed Dupre to negotiate a purchase, and actually agreed upon a price. Yet, in the face of all this, he boldly asserts that the land so occupied by him is public land, and never was claimed as composing any part of the Condua grant. It is not strange that he should deem it necessary to bolster up his reputation by affidavits in advance of any attack having been made upon it.

Piatt's land surveyed by the owners of the Cordua grant *at his request*, and marked on their preliminary map.

For the purpose of exhibiting this contestant, Piatt, in his true character, I will first ask your attention to a copy of a letter written by Van Dorn (see document B) in regard to the Fernandez ranch, (which adjoins Honcut,) and in which, as deputy surveyor, he proposes to the squatters that, for the sum of $4,000, he will leave them out of the location, and return the lands occupied by them as public lands. And, in the same document, the copy of another letter can be seen, where the same Van Dorn makes another proposition of the kind to S. B. Smith, esq., of Marysville.

Corrupt proposal by surveyor Van Dorn to the squatters.

This Van Dorn is the same person that made the preliminary survey of the Honcut rancho under R. Hays, and who also sectioned township 17, before referred to. At the court of inquiry, held in Marysville by the Surveyor General, J. J. Kyle testified as follows:

"I met Mr. Piatt in Forest City, between two and three years ago, and Mr. Piatt told me that Van Dorn had been out about the Honcut making the survey for the ranch owners, and that, after making the survey, he had got to talking to Mr. Van Dorn, and told him if he would make a government survey there, and have this piece of land cut out of the grant, they would give him five hundred dollars, and so much an acre for all he might get returned

Piatt's offer to *bribe* Van Dorn.

as government land. This was either $1.75 or $2.75 per acre, I don't remember which."

Irreproachable character of Von Smidt, contrasted with Piatt's attempt to *bribe* an officer of the government.

Piatt, it will be observed, has been liberal in making charges of partiality and fraud against Mr. Von Smidt, a gentleman who has always sustained an irreproachable character, both as a private citizen and as a public officer, while Piatt has been engaged in corrupting an officer of the government by bribing him to make false surveys, and declare that to be public land which he knew was private property. And this is the man who is attempting to destroy the character of the present Surveyor General of California, one of the most meritorious public officers in the State, and whose greatest error has been in allowing third parties to intervene and embarrass him in the discharge of his official duties, a question which will hereafter be more fully discussed.

Denunciation of Piatt's efforts to destroy the character of Mr. Mandeville.

Reese & Gould, contestants, admit they hold and occupy lands within the Cordua grant.

Reese and Gould, the other two contestants who signed the said agreement, although they make witnesses of themselves, do not pretend that they were mistaken, but leave their admission in full force, viz: that they did occupy and hold lands belonging to the owners of the Cordua grant. Does not their written admission fully establish the fact that, when they entered upon the lands they now occupy, they did it with the full knowledge that they were owned and claimed under the Cordua grant; and are they not, at this day, after the claim has been finally confirmed to the claimants, and after an official survey has been made, fixing the boundary lines, concluded and estopped from denying the title of the confirmees? It appears to me they are.

The contestants are estopped from denying the title of the confirmees.

Improvements made by the Mexican grantee north of the south Honcut.

It is denied by the contestants that any occupancy or improvements of any kind were ever made by the grantee of the Mexican government, north of the South Honcut, and even Mr. Sweezy states that he never heard of any improvements ever having been made on that portion of the ranch occupied by Piatt. On this point I beg leave to refer you to the deposition of James A. Hopkins, a resident of California since the year 1844, the same year in which Cordua obtained his grant. In the first place he states that, in 1850, he travelled along both the North and South Honcut, and that the north stream is a very decided river, while the South Honcut is a very small stream, and is a mere *tributary* to the North Honcut. This may be considered as an answer to the charge made by the contestants, that the South Honcut is the controlling and larger stream. He further states that, in the year 1850, he saw a coral between the South and North Honcut creeks; that the land between the said streams is the best grazing land in Yuba county, and that Cordua told him that he had for that reason included it in his grant; that the North

Corroborative proof of improvements on the Honcut.

Honcut was always acknowledged as the northern boundary of the Honcut rancho. In corroboration of the facts set forth in the above statement, I beg leave to refer to the affidavits of Michael C. Nye and William H. Sampson.

Charles Roether testifies that, as early as 1845 and 1846, he was acquainted with Theodore Cordua, and that he lived with him in the capacity of overseer of the ranch, and that the place now called Piatt's ranch was considered within the Cordua grant, and that on the same place he rode through grain.

I deem it unnecessary to pursue this question further, as I consider that the fact that the strip of land lying between the two Honcut creeks was included in the Cordua grant, has been fully established, as well as the other fact, that Piatt and the other contestants well understood at the time of their location, that the north Honcut was claimed as a boundary line.

But the contestants claim the right of exclusion from the official survey upon another ground. They say that, after the confirmation had been made by the commissioners, the survey of the rancho was made at the instance of the owners, and that it was found to contain a larger quantity than the decree called for; that John C. Hays, at the request of the owners and settlers in township No. 17, set apart the lands in said township properly belonging to said grant, from the public lands of the United States; that after said segregation, a contract was issued to R. B. Hays for the survey of fractional township No. 17, and which was by him subdivided.

Error on part of contestants as to the time when survey was made of fractional township No. 17.

The error committed in the above statement could not have been a mere oversight, as the matters referred to could all be easily ascertained by referring to the record. In the first place, the survey of fractional township No. 17 was made by Van Dorn in December, 1854, whereas the confirmation by the Board of Land Commissioners was not made until March, 1855. The allegation, therefore, that said fractional township was surveyed after the confirmation by the commissioners, after the preliminary survey, and after surveyor general Hays had set apart the quantity properly belonging to the grant, is a direct perversion of the facts—the township having been subdivided in December, 1854, and the confirmation having been made in March, 1855, and the survey not until May, 1855. It is clear that Van Dorn, the man to whom Piatt and others had agreed to give $500 if he would leave them outside of the grant, and $1.75 per acre if the lands they occupied were returned as public lands, made the survey before the confirmation by the commissioners; and it is also fair, under all the circumstances, to presume that Van Dorn *earned* and received the *corruption bribe* which Piatt and others

Reasons assigned for the erroneous allegations made on the part of the contestants.

had agreed to give him. For the purpose of establishing the proposition, that that part of township No. 17 upon which contestants reside had been returned as public lands, it was necessary to make it appear that said township had been subdivided after the confirmation by the Board of Commissioners, and after the said preliminary survey. Hence the motive to misrepresent the facts.

The subdivision of fractional town'p No. 17, forbidden by law and instructions at the time it was made.

The subdivision of township No. 17 by Van Dorn, at the time it was made, was not only contrary to positive instructions, but was positively forbidden by the law. The contract under which the subdivision of fractional township No. 17 was made, was entered into with R. B. Hays as deputy surveyor, which contract contained the following *proviso:* "Providing, always, that said townships are not wholly or in part covered by a foreign grant." But we find that *sub*-surveyor Van Dorn entirely disregarded this positive instruction, and proceeded to extend his public surveys, even south of the south Honcut.

Survey before final decree of confirmation illegal.

Again, the law of 1851 only authorizes the Surveyor-General to locate and survey after final confirmation. The confirmation by the Board of Commissioners, in March, 1855, was not final, because there was an appeal pending from their decree in the district court, which was not determined until 1856 or '57; therefore, any survey made, or any action taken by the Surveyor General before such final decree of confirmation, was entirely without authority of law, and not binding either upon the government of the United States or the claimants.

Proof of denial of the owners by witnesses that they ever requested Mr. Hays to set apart the quantity called for in their grant.

If Surveyor General Hays did, at any time before the final confirmation, set apart the quantity called for in the grant, it was an arbitrary exercise of power, and contrary to positive instructions; and the allegation that the owners not only requested Hays to set apart the quantity called for in their grant, but that they acquiesced in the partition he had made, is positively contradicted by the witnesses, who testify that long after said preliminary survey was made, Piatt and others of the contestants acknowledged that they were on and occupying land claimed under the Cordua grant. It would appear from the statements of contestants, that Surveyor General Hays made the location without any particular survey for that purpose; without regard to the rights of previous purchasers; without allowing the claimants to make any selection whatever, and before the northern boundary line of the Sutter grant was run or established. No argument is necessary to prove that such acts of the Surveyor General, if they ever did take place, are of no binding effect upon any one, but more particularly are they not binding upon the claimants.

Surveyor General Mandeville reports that the survey includes only lands within the boundaries of the claim under the original title papers.

In regard to the question of compactness of form, Col. Mandeville, in his report of May 17th, 1858, uses the following language: "As the result of this examination, I have to report that, in my opinion, the present survey does not include any lands not within the boundaries of the claim under the original title papers and the final decree of confirmation, and that it has been made with a view of including all lands sold by the claimants as portions of the Cordua or Honcut rancho. But at the same time it is left to the department to say whether or not its shape is such as meets its views as to 'compactness of form,' as that is the only point of doubt there can be respecting the propriety of the present survey."

Land must be surveyed in one body; so decided in Fremont's case.

In regard to the question of compactness:

The Supreme Court, in the Fremont case, in referring to that question, say that the land surveyed must be in one body. The clear meaning of which is, that the quantity called for shall not be located in separate and distinct parcels or in different places, unconnected with each other, but that it shall form one tract or body of land.

Mode of selecting land granted by Mexican government—difference between agricultural and grazing lands.

The government of the United States, as the successor of Mexico in California, has undertaken to do, in regard to these grants of land, precisely what the Mexican government would have done, if no change had taken place. If the land in question had been judicially measured, during the existence of the former government, the officer performing such duty would have first inquired into the object of the grant; if the grant was sought for agricultural pnrposes, and so referred to in the title papers, then lands suitable for such purposes would have been set apart to the grantee; but if the grant had been sought for grazing purposes, then those lands embraced within the exterior boundary lines, most suitable for such object, would have been selected, without regard to form or shape. Any one at all familiar with California grants, and with their mode of location, will not question the correctness of the above statement. Your department, by instruction to the Surveyor General dated , requires him, in making locations, to be governed by the selection which the grantee may see fit to make, in cases where the exterior boundary lines contain more than is called for in the grant; but at the same time he is required to embrace lands previously sold, such sales being treated as a selection or location by the grantee. It has already been shown that the deputy, in making his survey, embraced all the lands previously sold by the claimants lying within the Cordua gant. The claimants had sold lands on the Yuba side of the grant, and also several tracts lying between the two Honcut creeks. It therefore became necessary that all these purchasers should be included in the survey;

The grantee may locate anywhere within the exterior boundary lines, but must embrace land previously sold.

Land previously sold embraced in the survey of the Cordua grant.

after that, the claimants had the undoubted right to dictate the location of their grant. But it is said the survey follows the streams and takes in the best lands. The testimony of Mr. Von Smidt on this point contains, perhaps, the most satisfactory information. He says, the survey "includes a very large amount of high plain land as well as some rolling land near the Honcut, the quantity I don't know—several thousand acres; the plain is what is denominated by us as second rate land."

The survey includes several thousand acres of rolling as well as high plain land.

From this statement, it appears that a large amount of the location is second rate land, and which, unconnected with the bottom lands, would be of no service either for agricultural or grazing purposes. Cordua, the original grantee, asked for lands fit for grazing large herds of cattle, and for this purpose it was necessary that the land granted should be well watered. The Honcut side of the rancho had the advantage of running streams, and it is in evidence that the tract of land lying between those two streams, the south and north Honcut, was the best grazing land within the limits of the grant. Is it to be presumed that Cordua, with the whole country before him, and with no restriction upon his choice, would leave out the most eligible tract, and select in its stead that which was valueless and worthless, either for grazing or for any other purpose. The proposition is simply absurd. Taking into consideration, then, the object for which the grant was sought, and for which it was made, together with the sales which have been made on both sides of the grant, the form of the survey is unusually regular and compact. An examination of the records of the grants on file in the Attorney General's office, and particularly the *disenos* delineating the shape of land granted, and especially those where judicial possession has been given, will satisfy any one that the Mexican government granted its lands to suit the purposes for which they were intended to be used, without regard to shape or form.

In view of the purpose of the grant, the survey is unusually regular and compact.

Having, as I think, satisfactorily answered all the objections urged by the contestants, in their protest against the issuance of a patent in this case, I now propose to discuss the question of the legal right of the contestants to interpose any objections to the official survey, after it has received the approval of the Surveyor General, either before your department or before the Surveyor General in California.

The law of the 3d of March, 1851, entitled "An act to ascertain and settle the private land claims in the State of California," limits the controversy to only two parties, the claimant on the one side and the United States on the other, leaving all other interests claimed by third parties to be litigated before the ordinary judicial tribunals of the country. The 13th section of said act points out in the clearest

Legal right of the contestants to interpose any objections to the official survey denied.

language the mode of procedure in cases where the title is contested by any third party, and which is by a separate proceeding in the district court of the United States; and in order that the interests of third parties may not be prejudiced by the decisions of the special tribunal created by said act, the 15th section specially provides that such decision shall be conclusive between the United States and the claimants only, and shall not affect the interest of third persons.

Objections of high authorities to allow third parties to intervene.

The Board of United States Land Commissioners, as well as the United States district court in California, refused, when application was made, to allow third parties to intervene, but limited the controversy to the claimant and the United States. In a recent decision made by the Supreme Court of the United States, in the case of the United States *vs.* Fassat, 20 How., 413, the same construction of the act of the 3d of March, 1851, is given; on pages 424–'25 they say: "It is the opinion of the court, that in the intervention of adversary claimants in the suit of a petitioner, under the act of the 3d of March, 1851, for the confirmation of his claim to land in California, is a practice not to be encouraged," &c. They then go on to say, that the object of the law was to insure a prompt decision on the validity of private land claims in California. And, again, they say, on page 425: "The language and policy of these enactments limit a controversy like the present to the United States and the claimant." If any doubts have heretofore existed as to the right of third parties to intervene, and thus postpone and prolong the decision upon the claimants' title, the decision above referred to settles the question forever. That the same policy is announced by the Supreme Court, and which confines the controversy before the legal tribunals, created by the act, to the United States and the claimant, applies with equal force to the intervention made by the contestants in the case under consideration, I will now proceed to illustrate and establish.

When a patent may issue.

The 13th section of said act provides as follows: "And for all claims finally confirmed by the said commissioners, or by the district or Supreme Court, a patent shall issue to the claimant upon his presenting to the General Land Office an authentic certificate of such confirmation, and a plat or survey of the said land, duly certified and approved by the Surveyor General of California, whose duty it shall be to cause all private claims which shall be finally confirmed to be accurately surveyed, and to furnish plats of the same; and in the location of the said claims the said Surveyor General shall have the same power and authority as are conferred on the Register of the Land Office and Receiver of Public Moneys of Louisiana, by the sixth section of the act to create the office of Surveyor of Public

Power of Surveyor General in cases of conflicting boundary lines of land claimed by *private citizens.*

Lands for the State of Louisiana, approved 3d March, 1831." By referring to the Louisiana law, it will be seen that the power conferred upon the Register and Receiver amounts to this, that where the boundary lines of private claimants conflict, and they are unable to agree, the Register and Receiver are authorized to fix the boundaries, and there is no appeal from their decision. The Surveyor General in California has the same power conferred upon him by the act of 1851, but the conflict of boundary must be between claimants, both deriving title from the Mexican government, and not a mere contest between a squatter without any title of any kind, and the confirmee of a Mexican grant, and which is the question now presented for your determination.

Power of Surveyor General in California extends only to a conflict of boundary between pesons *deriving* title from the Mexican government, and not between *squatters* and the confirmees.

In this case there was no conflict between the claimants and any other claimant under the Mexican government, either in regard to boundary lines, or as to the proper location of the grant; the Surveyor General, therefore, in obedience to the mandates of the law, caused the claim to be accurately surveyed by a deputy surveyor; after this survey had been located, the grant which, according to his judgment, was in conformity with the decree of the court, the instructions of the Surveyor General, and the rights of the parties, he returned his survey to the Surveyor General for his approval, which, after a careful examination of the whole case, is made, and the plat and decree of court forwarded to your department, in order that a patent might issue thereon, and the title of the claimants be thus completed. But in the mean time, third parties, mere squatters on the claimants' lands, having no title of any kind, interpose and file their protest against the issuance of a patent to the claimants; upon the filing of said protest, your department instructed the Surveyor General to give the parties contestant a hearing, which was accordingly done, and after a full investigation of the whole case, confirms his former approval of the official survey; at which time, the law, as before quoted, expressly declares that a *patent shall issue to the claimant.*

The contestants have no right to question the correctness of the official survey.

The point which I now wish to distinctly make is, that the contestants have no legal right to question, either before the Surveyor General or before the department, the correctness and validity of the official survey, either before or after its approval by the Surveyor General, for the plain reason that to do so is *intervention* by third parties, which we have seen the law does not tolerate. The law of 1851 has provided a special mode for the speedy and prompt settlement of these claims, and for that purpose it created a special tribunal, prescribing with great particularity its duties; and the law further made the district court of California and the Supreme Court of the United States

special tribunals for the hearing and determination of this class of cases, for I hold that the district court as well as the Supreme Court, are both special tribunals, so far as their jurisdiction over these cases is concerned. The law also assigns to the Surveyor General the special duty which he is required to perform after final confirmation has been made. And it further prescribes and defines the particular and special duty which belongs to your department, and which is the mere issuing of a patent. All the tribunals, therefore, as well as all the public officers, whose duties are defined and prescribed by this law, are required to keep steadily and fixedly in view the policy of the law, as announced in the Fossat case, and which is, that the controversy is limited to the United States and the claimant.

Contest limited to the United States and the claimant.

If these contestants had applied to the board of commissioners to allow them to intervene, their application would have been denied, and so if they had applied either to the district or Supreme Court. Upon what principle, then, are they now allowed to intervene and hinder and delay the claimants, at the end of a tedious and expensive litigation in obtaining the consummation of their title? The decision which has been made only affects the interests of the United States; if third parties are affected thereby they have their remedy in another form. The United States takes no exception to this survey, neither do the contestants protest in behalf of the United States, but without title of any kind assume the right to dictate the location of the grant. The Supreme Court, in the Fremont case, give an interpretation to that part of the act which relates to the duties of the Surveyor General, and by which he is required to survey and locate the grant without interference of any kind.

Third parties —remedies of —the U. States take no exception to the survey.

Mr. Attorney General Black, in a case where precisely the same question was submitted to him by the Secretary of the Interior, says: "The claims now under consideration have been finally confirmed, and the proper certificate of the Surveyor General has been produced. These proceedings are conclusive on you. They put the right of the claimants to a patent on ground which you have no authority or power to contest."

Opinion of Att'y General Black, conclusive against the contestants.

If the opinion of the Attorney General is considered authority, the whole matter in controversy is settled. The paragraph just quoted is clear and to the point, and leaves no room for doubt or equivocation.

I do not pretend to question the right of your department in case an error, either clerical or otherwise, is discovered in the survey made by the proper officer, to return the same to the Surveyor General for correction; to this extent your department is, perhaps, clothed with general

The right of the department in cases of error, clerical or otherwise, in the survey, to return the same to the Surveyor General, is not questioned.

supervisory powers, which in this case has been already exercised, but I do question and absolutely deny the right of third parties at any time, but more particularly after the Surveyor General has made his second approval, to appear and contest the right of the claimants to a patent. If the Surveyor General had located the claimants' grant, within the known and well ascertained boundaries of an adjacent grant, the owner of such grant could offer no resistance to the issuance of a patent, but would be compelled to seek his remedy in the courts of the country: how much more forcibly then does the rule apply to those parties that are entirely without title, or even color of title of any kind?

Ruinous consequences to claimants after a final official survey to permit third parties to intervene.

If the practice of allowing third parties to intervene, after the final and official survey has been made and forwarded to your department, is to be adopted, the consequences will not only be ruinous to the claimants, but will greatly embarrass and delay your action in the premises. The broad ground assumed by the contestants re-opens the whole case, and the parties are required to introduce new proofs and employ counsel, and that too at a distance of 5,000 miles from the residence of the claimants. I am satisfied that the framers of the law never intended that it should receive any such construction.

The Surveyor General, by instructions from your department, is required to give notice to parties interested before the location is made.

Difficulties caused by squatters to holders of Mex'n grants.

A brief sketch of the difficulties which the holders of Mexican grants in California have been compelled to encounter on account of the intrusion and forcible possession of a particular class of persons *called squatters* upon their private property, and to which class the contestants in this case belong, will in some degree elucidate the argument that has been urged against allowing such persons to interfere in any way with the question of survey.

After the discovery of the gold mines in California, we all know the country was rapidly settled. A large portion of the most desirable parts of the country was owned by grantees of the Mexican government. In some instances the Americans that intended to follow agricultural pursuits, acknowledged the validity of the Mexican titles and purchased from the owner of the land; but in the greatest number of cases they forcibly took possession of any quantity which they thought they were able to occupy, without regard to title, the private rights of individuals, or boundary lines. In many cases it was with great difficulty that the Mexican grantee was able to retain possession of his actual enclosures and buildings. But the forcible possession of his property, and the ruinous waste to which it was subjected, were not the only troubles that

environed him. When, under the act of 1851, he filed his claim before the Board of Land Commissioners, in many cases, those who had thus taken possession of his land denied his title altogether, and when they were not allowed to intervene they employed counsel ostensibly in behalf of the United States, but really for their own individual benefit, thus using the name of the United States for the purpose of litigating their own private rights. In the meantime the grantee was compelled to pay all the taxes—a squatter paid nothing, while he enjoyed all the benefits which flowed from possession. The evidence now on file in this case shows that, while the claimants have been paying heavy taxes for the land occupied by the contestants, they have never had one dollar assessed to them. The squatters never selected poor or unproductive lands, but always the most valuable parts of the grant. Finally, when the claimant, after tedious years of litigation, succeeded in obtaining a final confirmation of his claim, and a survey was ordered, new difficulties sprung up; those persons who occupied the claimants' land for years assumed the ground that they should be consulted before any survey was made, and the want of notice is urged in the case now before you as one of the reasons why a patent should not issue. The question is then presented, to whom is the notice in your instruction to the Surveyor General to be given? It will certainly not be contended that, in a case like the "Honcut rancho," that is covered all over with squatters, that each and all of them are to be notified to be and appear on a given day, at a certain point, to participate in the survey which the surveyor is about to make of the claimants' ranch. Each occupant would of course be most anxious to have his claim excluded from the survey. When the Mexican officer who, according to one of the conditions of the grant, was authorized to make a judicial measurement and location of the land mentioned in the grant, he gave all the adjoining *colindantes* or neighbors holding adjacent grants, notice to be present at the time of the measurement, in order that they might point out to him their boundary lines; this was to prevent any conflict of boundary lines between adjoining *owners* of lands. The same practice should, in my judgment, be observed by the American surveyor, but beyond this it should not extend.

Notice to be given—to whom?—under Mexican government. Notice was given to adjacent land holders.

By reference to map marked *T. C.*, it will be seen that not only the contestant, but other squatters, in making their locations, have taken the richest and most valuable lands, and after having occupied them for years, *modestly* insist upon the owners taking the barren and worthless portion of their grant, which the squatters themselves would not have, and which are entirely useless for any

purpose. But not content with endeavoring, by the foulest means, to take from the claimants their just rights, they not only seek to blacken the character of Mr. Von Smidt, the deputy surveyor, but an insidious and secret attempt is made to entirely destroy the standing and character of Col. Mandeville by procuring his rejection in the Senate of the United States, and that, too, as I understand, upon a charge of *fraud* in this very case, when it turns out that the contract with Von Smidt to make this very survey was made by Hays, Mandeville's predecessor. And upon what basis does this charge of *fraud* rest, and by whom is it made? Certainly not upon any proofs now upon file in your department, unless it is to be inferred from the hints and inuendoes contained in Piatt's affidavit, which, in many particulars, is shown to be entirely inconsistent with the truth. But I apprehend that with you no vindication of Mr. Mandeville, as a public officer, is necessary; his acts and conduct, not only in this case, but in the whole duty he is required to perform as a public officer, will, I am satisfied, be vindication enough.

Charge of a secret and insidious attempt to destroy the character of Col. Mandeville, on a charge of *fraud in this very case, when the survey was made under a contract entered into by his predecessor.*

I now submit that the following propositions have been conclusively established:

Propositions established.

1st. That the official survey made by Von Smidt is in conformity with the calls of the grant, the decree of the confirmation, and the instructions of your department.

2d. That the lands occupied by the contestants are within the exterior boundary lines of the Cordua grant.

3d. That the north Honcut is one of the boundary lines mentioned in said grant.

4th. That said survey embraces all the lands previously sold by the claimants, as belong to the Cordua grant.

5th. That claimants are owners of all the land lying on both sides of the boundary line that separates the Cordua grant from the Sutter grant.

6th. That said survey is in form as compact and regular as it was possible to make it, in view of the object for which the grant was made, the sales to purchasers, and the rights of the parties; and

7th. That the contestants have no authority in law to *intervene*, for the purpose of defeating the issuance of a patent to the claimants, by protest or otherwise, and that their protest should be dismissed.

In view, therefore, of the foregoing conclusions, it is respectfully asked that a patent be issued to the claimants, in conformity with the official survey now on file in your department.

All of which is respectfully submitted.

THOMPSON CAMPBELL,
Attorney for Claimants.