

No. 47763  
 Superior Court of  
 the State of California  
 George H. Porter et al  
 vs  
 U. B. Rinaldi et al  
 Plaintiff  
 vs  
 Defendant  
 Dated March 24, 1911  
 M. H. G. G.  
 Clerk  
 Glanville Chapman  
 Attorney for Defendant

Page

In the District Court of the 23rd  
 judicial district of the State  
 of California in and for the  
 City & County of San Francisco

George H. Porter et al  
 vs  
 Plaintiff  
 C. M. Rinaldi et al.  
 Defendants

Answer  
 I

The defendants C. M. Rinaldi and  
 Guacerrica Valder de Rinaldi  
 his wife, and A. Glassell, ~~and~~  
 A. B. Chapman, George H.  
 Smith and Henry M. Smith  
 answering the complaint herein  
 allege as follows:

The plaintiffs neither have nor  
 claim ~~to have~~ any right, title or interest  
 in the premises described in the Com-

1 In the District Court of the 23<sup>rd</sup>  
2 Judicial District of the State  
3 of California in and for the  
4 City & County of San Francisco.

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6  
7 George W. Porter et al  
8 vs Plaintiffs  
9 C. M. Pinaldi et al.  
10 Defendants.

11 answer

12 I

13 The defendants C. M. Pinaldi and  
14 Francisca Valden de Pinaldi  
15 his wife, and A. Glassell, ~~and~~  
16 A. B. Chapman, George H.  
17 Smith and Henry M. Smith  
18 answering the complaint herein  
19 allege as follows:

20 The plaintiffs neither have nor  
21 claim ~~to have~~ any right, title or interest  
22 in the land described in the com-  
23 -plaint otherwise than under  
24 a deed of conveyance from  
25 Eulogio Y. de Celis Administra-  
26 -tor of the estate of Eulogio de Celis  
27 Celis deceased to the plaintiff  
28 MacLay, of date August 31<sup>st</sup> 1872  
29 conveying to the said MacLay

the interest of the said Estate in  
 & to the Rancho Ex Mission of  
 San Fernando in the County  
 of Los Angeles.

The said deed was made under  
 an order of sale of the Probate  
 Court of Los Angeles County  
 directing the sale of said real  
 estate, which order was duly  
 made and given.

The said Maclay afterwards  
 conveyed an undivided part of  
 said interest to the plaintiff  
 Parler.

On the 1<sup>st</sup> day  
 of July 1871 Maria de los Angeles  
 Felix de Burrows conveyed to  
 the defendant C. R. Pinaldi, by  
 a deed of that date duly execut-  
 ed, all of the land described  
 in the complaint except a part  
 thereof previously conveyed by her  
 to Gerónimo Lopez and now oc-  
 cupied by him; and afterwards  
 the said Pinaldi declared  
 a homestead on the land con-  
 veyed to him.

These defendants deny

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that they are or ever have been in pos-  
-session of the land above described  
as conveyed by the said Maria de los  
Angeles to the said Geronimo.

Prior to the 5<sup>th</sup> day of December 1840  
an action was pending in the Dist-  
-rict Court of the 17<sup>th</sup> Judicial Dist-  
-rict of the State of California in  
Hyon the County of Los Angeles for  
the partition of the said Rancho Ex-  
-pension of San Fernando, em-  
-bracing the land in controversy herein,  
in which action the San Fernando Farm Homestead  
association was plaintiff

and the said Eulogio G. de  
Celis as administrator of  
the said Estate, the said Maria  
de los Angeles Felis de Burrows;  
and all other persons interested  
in said Rancho were parties  
and such proceedings were  
had in said action that on the 29<sup>th</sup> day  
of November 1841 judgment was duly  
made and given by the said Court  
and duly entered whereby the tract  
of land described in the complaint  
was duly set apart and allotted  
to the said Maria de los Angeles  
Felis de Burrows and said judgment

SECTION 17  
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to be her property in fee simple.

Before the entry of said judgment the plaintiff in said action and the said Eulogio F. de Celis as ~~attorney~~ administrator as aforesaid and others interested consented -

Page  
4

1 and agreed to said judgment  
2 and said agreement was  
3 reduced to writing & signed by  
4 their attorneys and filed in  
5 the case before the entry of  
6 said judgment.

7 wherefore these defendants  
8 say that the plaintiffs are  
9 estopped by said record from  
10 saying that they or either of  
11 them, or any one other than  
12 the said Maria de los  
13 Angeles Yelis de Burrows  
14 or those deriving title from  
15 her ~~the~~ own the land described  
16 in the complaint or any  
17 part of it, or have any right  
18 title or interest therein; and  
19 that said plaintiffs are  
20 estopped from claiming  
21 said land or any part of it.

## II

22 and for a second and separate  
23 defense these defendants  
24 allege as follows:

25 whatever title the plaintiffs  
26 have to the land described in  
27 the complaint was derived  
28 under a deed of conveyance

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7 Wherefore these defendants  
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16 in the complaint or any  
17 part of it, or have any right  
18 title or interest therein; and  
19 that said plaintiffs are  
20 estopped from claiming  
21 said land or any part of it.

## II

22 And for a second and separate  
23 defense these defendants  
24 allege as follows:

25 Whatever title the plaintiffs  
26 have to the land described in  
27 the complaint was derived  
28 under a deed of conveyance  
29





1 on the 19<sup>th</sup> day of December  
 2 1854, by a deed duly executed  
 3 of that date, conveyed an un-  
 4 divided half of the said Rancho  
 5 to Andres Pico. Said deed,  
 6 was executed under contract  
 7 of the said Eulogio to sell &  
 8 convey the said interest made  
 9 sometime prior to the year  
 10 1853, under which the said An-  
 11 dres had entered & ~~was~~ occupied  
 12 said undivided half as co-  
 13 tenant of the said Eulogio.

14 & from the date of said con-  
 15 tract to wit prior to the  
 16 year 1853 to Dec 29<sup>th</sup> 1862, &  
 17 the said Andres was in pos-  
 18 session of said Rancho  
 19 in his own right as to one  
 20 half and as the agent of the  
 21 said Eulogio deceased, as to  
 22 the other half - in the last of

23 ~~the said day~~ the said Andres  
 24 by deed of that date conveyed  
 25 to Pio Pico his interest in  
 26 said Rancho, and afterwards  
 27 to wit on the 2<sup>nd</sup> day of July  
 28 1869 the said Pio conveyed  
 29 his interest in said Rancho (

create a specific tract of 1000  
acres - which he afterwards re-

conveyed to the said ladies)

to the San Fernando Town

Threatened Association

on the first day of March

1851 (before a few days

and months were the same in

the minds of the land describ-

ed in the complaint under a

deed of conveyance of that date

of one farmer on another of

the nation of San Fernando

to whom known to the grant to be

de cede to suit on the 15<sup>th</sup>

day of May 1849 said land

had been granted by written grant

by James H. Williams Governor

of California - afterwards to

suit on the 29<sup>th</sup> day of June 1858

the said Williams conveyed his

undivided half of said land

to Maria de los Angeles Yello

de Barrera; and on the 14<sup>th</sup>

day of August 1862 the

said year income conveyed but

an undivided half of said land

to her - and the said Maria

afterwards to suit on the 15<sup>th</sup>

8

1 day of February 1871 conveyed  
 2 a part of said tract to one  
 3 Geronimo Lopez, and after-  
 4 wards the balance thereof  
 5 to the defendant C. R. Min-  
 6

7 aldi to wit on the 6<sup>th</sup> day of July 1872

8 The said grant to Samuel and  
 9 all of the deeds aforesaid were  
 10 duly recorded in the Recorder's  
 11 Office of Los Angeles County  
 12 and the tract of land described  
 13 in the complaint has ever since  
 14 the date of said grant been in  
 15 the actual, exclusive,  
 16 notorious and adverse posses-  
 17 sion and occupation of the  
 18 said Samuel and his successors in  
 19 interest aforesaid respectively  
 20 to wit of the said Samuel to  
 21 the date of his deed to the Triunfos,  
 22 of the Triunfos to the  
 23 dates of their deeds to the said  
 24 Maria de los Angeles, of the  
 25 said Maria to the dates ~~of the~~ to  
 26 of the deeds to the said Geron-  
 27 imo and the said Minaldi &  
 28 the said Geronimo & Minaldi  
 29 (each of his respective tract) ever  
 30 since to this date -

ever since the date of the grant  
 aforesaid to the said de Celis,  
 deceased, he and his successors  
 in interest the said Andres & Pio  
 Pico, and San Fernando Farm  
 Homestead Association,  
 and the said Guloquio J. de Celis  
 Celis administrator of the said  
 de Celis, deceased, respectively  
 each during the period of his  
 or its interest in said Rancho  
 have known of and acquiesced  
 in

the occupation  
 and claim of title of said land  
 by the said Samuel and his  
 successors aforesaid and  
 have repeatedly & expressly ac-  
 knowledged their title.

The said Quimfores were  
 both unlearned and ignorant men  
 and unacquainted with the laws  
 and language of the Americans  
 and were in the habit of advis-  
 ing with the said Andres  
 who was a prominent man  
 in the community; and  
 after the passage of the act of  
 March 3rd 1851 to es-

land claims in the State of California", the said ~~Triumfos~~ Triumfos applied to the said Andres for advice & counsel as to what they should do about their land and thereupon the said Andres, acting for himself and as agent for the said Gulois, deceased, advised & counselled the said Triumfos that it was unnecessary for them to present their claim to the U. S. Land Commission as they, the said Andres & Gulois set up no claim to said land and would protect them in their title. Relying upon these assurances and in consequence of this advice the said Triumfos did not present their claim to their said land, as they otherwise would have done.

The said Maria de los Angeles was also ignorant and illiterate and unacquainted with the laws and language of the Americans; and

... purchased said land from the  
said Triunfos, applied to the said  
Andres, then being in possession of  
the Rancho by Mission of San Fernan-  
do in his own right and as agent of  
the said de Celis deceased, for in-  
formation as to the title of the said  
Triunfos and thereupon the said An-  
dres for himself and as agent of the  
said Celis represented that the title  
of the said Triunfos was good and  
that she might buy the land of them  
safely, and she, relying upon said re-  
presentations and assurances bought  
the said land and would not have other-  
wise done so.

Afterwards the said Gulagio & de Ce-  
lis, administrator, and the other parties in  
the partition suit hereinbefore in the first  
defense mentioned filed their written con-  
sent and agreement that judgment might be en-  
tered in favor of the said Maria de los Angeles,  
as in said defense stated and said judgment  
was accordingly duly  
made and entered by  
the said Court

all of which is in said