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In the District Court of the Fifth Judicial District, County of [illegible] County, Texas.

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[illegible] DeTT,

Plaintiff,

vs.

[illegible] Defendants.

The Plaintiff complains of the defendant [illegible] for cause of action would show:

I.

That he is a resident citizen of Jones County, Texas, sometimes known and called herein as Jones, and resides in the Second Township, County and State, aforesaid.

II

That the above named plaintiff at all of the times hereinafter mentioned was the owner and proprietor of the Tejon Ranch Company, and that all of the times hereinafter mentioned J. J. Lopez was the agent and manager of said Tejon Ranch Company, and that the [illegible] hereinafter specifically described, with others not mentioned herein consisting of corn, stock of cattle, were managed and controlled by said Tejon Ranch Company, by the said J. J. Lopez, as agent and manager thereof.

III

That on or about the 15th day of February, 1913, the plaintiff leased, demised and let to the above named defendant for the period of one year from the first day of January, 1913, the premises and improvements of defendant, situated in the County of [illegible], State of [illegible], containing five (5) acres

(1)

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of land or thereabouts at the mouth of Tejon Canyon and commonly known as " Juanitas Place " enclosed by a wire fence in Section eleven (11),Township eleven(11) North, Range seventeen (17) West ,M.D.B. & M. for the annual rental of One ($ 1.00) Dollar. Said premises are in the Second Township,County and State aforesaid.

4.

That by virtue of said lease said defendant went into possession of said land and has used and occupied the same as the tenemnt under and by virtue of said lease and letting.

5.

That at all times herein mentioned the above described lands and premises was used by said defendant as agricultural lands for the purpose of raising corn,watermelons,fruit and vegtables thereon.

6.

That the term for which said premises are demised as aforesaid has terminated and that the defendant holds over and continues in possession of the said premises without the permission of the said plaintiff and contrary to the terms and conditions of said lease and letting.

7.

That on the 29th day of November,1915,plaintiff served upon the defendant a certain notice in writing in the words and figures following, to-wit:

NOTICE TERMINATING TENANCY.

TO Juan Lezala,
sometimes known and called Juan Lozania:

You are hereby notified that on the 1st day of January, 1916, your lease or tenancy for the premises you now hold possession of,situated in the County of Kern,State of California,consisting of five(5) acres of land or thereabouts at the mouth of Tejon Canyon, and commonly as the Juanitas Place,enclosed by a wire fence in Section 11,Township 11 North, Rang

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17 ...ed, ... 2 ... and ... in ... ed, ... you are
hereby ... ed ... d ... ected to deliver a certificate thereof to
J. L. ..., ... er of the ... ion Transmission Company, ... d at
... y of ..., ... 16.

... Texas, ... February, 1916.

... n and ...

... J. L. ...,
... Texas."

... and ... ed by ..., Attorneys, Pelv, in
... and ... ing ... the above ... ed ... ment
... ing ... ing, to be ... a writ, ... following, to wit:

"... ... Texas ... ...

... ...

To ... ...

... ...

... ...

... ...

... ...

...

of

)

That the said premises have since the expiration of the term for which they were leased by said lease aforesaid, reverted to or the right of possession thereof surrendered to or the property has become vested.

10.

That for more than three years prior to the filing of this complaint the reasonable rental value of said premises has been and still is the sum of Three (3.00) Dollars per month; that defendant has refused and still refuses to deliver the possession thereof to the plaintiff and without right deprives plaintiff of the possession of said premises.

11.

That defendant now owes the sum of Three (3.00) Dollars for the period of three months rent at the rate of the use of said premises for each month of Three (3.00) Dollars, no part of which has been paid.

WHEREFORE said plaintiff prays judgment against the said defendant for the restitution and possession of said premises and for the sum of Three (3.00) Dollars, the amount now due and unpaid for the rent thereof and such further and speedy remedy from the filing of this complaint to the rendition of the judgment therein and for costs of this suit.

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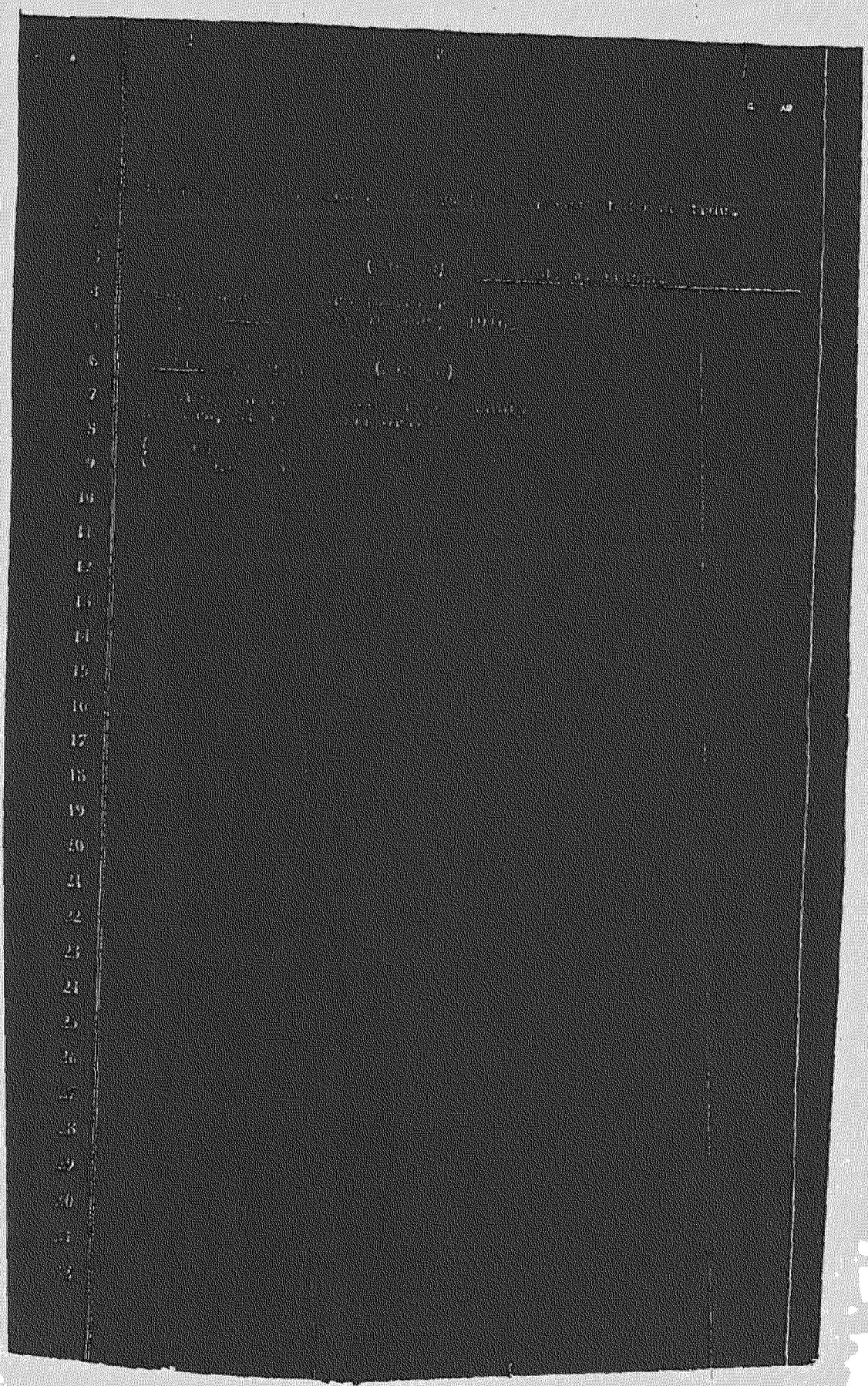
Attorney for Plaintiff.

15 Chester Ave.

Bakersfield, Cal.

STATE OF CALIFORNIA,
County of Kern. } ss.

J. J. Lopez, being duly sworn, deposes and says: that he is the agent of the plaintiff in the above entitled action; that the said plaintiff is absent from the County of Kern, State of California, and is unable to verify said complaint and that the facts are within the knowledge of affiant. Affiant makes this verification for and in behalf of said plaintiff; that he has read the foregoing complaint and knows the contents thereof; that the same is true of his own knowledge except as to those matters which are therein stated on his information or

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