New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

THE COURTS.

Eighth District Court—The Funding of the State Floating Debt—Suits against the Board of Liquidators.

Messrs. J. L. & E. H. Levy, a commercial firm of this city, have filed a petition in the Eighth District Court, Judge Dibble, applying for a mandamus to be directed to the Governor of the State, the Auditor of Public Accounts, and John G. Gaines, President of the Citizens' Bank, as fiscal agent of the State, in their capacity as a board of liquidators of the floating debt of the State, under the terms of an act of the Legislature, to compel them to receive from the said relators $14,000 in outstanding warrants, and to deliver them, in lieu thereof, $20,000 in State bonds, in accordance with the terms of said act.

Petitioners set up that by the first section of an act entitled "An act to provide for the payment or funding of the floating debt of the State by the issue and sale or exchange of the State bonds," approved March 10, 1870, "and to repeal section three of said act," which act was approved on the —— day of March, 1871, it is provided that the Governor, Auditor of Public Accounts and the president of the Citizens' Bank, who is hereby constituted the Fiscal Agent of the State for the purposes of this act, shall jointly constitute and form a board of liquidation of the funding debt of the State, and it shall be the duty of said board to settle and redeem all outstanding State warrants issued by the Auditor or the Treasurer prior to the passage of this act, and all past due bonds and past due interest coupons of the State, and for that purpose said board is hereby authorized and required to exchange said bonds for the aforesaid evidences of debt at the rate of one hundred dollars in bonds for every seventy dollars of indebtedness.

Relators show that, being entitled to the benefits of said act, on the third day of March, 1871, they presented the said outstanding State warrants, of which they are the holders and owners, to John G. Gaines, President of the Citizens' Bank, who is, by the terms of said act, constituted the fiscal agent of the State and one of the said board of liquidation, and requested an exchange of bonds therefor, and were answered that the said act had not yet become a law to his knowledge; that on the morning of the fourth of March, 1871, at half-past eight o'clock, they again presented to the said John G. Gaines, Fiscal Agent, etc., the said $13,979 07 of outstanding State warrants and $21 93 in currency, making together $14,000, and demanded twenty State bonds to the amount of $20,000, in accordance with the terms of said act, but that the said John G. Gaines, Fiscal Agent, etc., refused to deliver the same, although he stated to relators that the said act had, to his knowledge, become a law. Wherefore they pray, etc., as above set forth. Judge Dibble granted the writ of mandamus prayed for, making it returnable on Thursday, the ninth instant.

Similar suits to the above have been filed in the Eighth District Court, on the petition of Samuel Smith & Co., bankers, of this city, in which, after setting forth precisely the same allegations they ask that, being the holders and owners of $165,000 of State warrants, for the funding of which in State bonds, under the recent act of the Legislature, and having applied to John G. Gaines, one of the State Board of Liquidators of the State floating debt, and President of the Citizens' Bank, they now desire a writ of injunction to prevent him from disposing of said bonds in any way until the claim of petitioners for $165,000 shall have been passed upon and allowed, and bonds given for the same.

In this case a nille nisi was granted, ordering the defendant, John G. Gaines, to answer on Wednesday, the eighth instant, why the injunction, as prayed for, shall not be granted, and ordering him, in the meantime, to desist from the issuance of said bonds in his hands, the petitioner furnishing $5000 security.

The Magazine Street Railroad Case.

Dunbar vs. Steib.—In this case, which is one growing out of the complications of the Magazine street railroad controversey of Jefferson City, Judge Dibble yesterday rendered a decision dissolving the injunction granted, and allowing Steib the, defendant, one hundred dollars in damages.

There also came up the rule to discharge the receiver and to place the road back into the hands of the company owning it.

The Judge stated that as the matter had been appealed to the Supreme Court, and was beyond his control, he would have to overrule the motion.

The salary of the receiver has been fixed at two hundred dollars, instead of five hundred dollars, which was demanded for the services rendered in managing the road.

Seventh District Court.—Does Suicide by an Insane Person Vitiate a Life Insurance Policy?

Judge Collens, of the Seventh District Court, has delivered an interesting and important decision in the suit of Mrs. Regina Philips vs. the Louisiana Equitable Life Insurance Company of this city.

In this suit plaintif sued to recover $5000, the amount of a policy issued by said company upon the life of her husband, an alleged agent and employe of the company, who killed himself by shooting himself in the mouth with a pistol, in a fit of alleged insanity, at Albeville, in this State, on the sixteenth of March, 1870.

The plea set up was that the party, being insane when he committed the act, was not responsible for the act. The defense set up the suicide clause of their policy, but the court held that the company must pay the $5000.

Sixth District Court—Commission Merchants as Fiduciary Agents.

A short time since we printed an elaborate opinion rendered by Judge Cooley, of the Sixth District Court, in the suit of Hodge vs. Given, Watts & Co., in which he passed upon the question as to when commission merchants acted in the capacity of fiduciary agents, and when the relations between themselves and their consignors were simply those of debtor and creditor.

In the suit in question Judge Cooley held that Given, Watts & Co. were acting for Hodge, a shipper of cotton to them, as fiduciary agents, and that they could not get a discharge from the debt by a discharge in bankruptcy. The relation, he contends, in this case, was not that of debtor and creditor. A motion for a new trial in a similar case has been overruled by the court.

Suit by one of the Drainage Commissioners.

The Legislature having passed an act, which has been duly signed and promulgated, requiring the several boards of drainage commissioners to turn over their books and papers, assessments, moneys, etc., to the City Board of Administrators and the Mayor, suit has been brought in this court by Mr. Moses Eastman, president of one of the boards, to recover the books, etc., belonging to said board from the company known as the Ship Island Canal Company, which were forcibly taken possession of by the latter some time ago.

Supreme Court Decisions.

The following decisions were rendered yesterday:

Michael Carvin vs. Phillip Drumm, et al—Appeal from the Seventh District Court, parish of Orleans. The plaintiff took a rule on the defendant and the vendor of mortgages to have a note and mortgage held by defendant, Drumm, canceled.

The court below decided in favor of the demand of the plaintiff for the cancellation of the note and mortgage, and in favor of the defendant, Drumm, on the reconventional demand to the extent of $2000.

Judgment amended in favor of plaintiff by reducing the amount of the money judgment against him to $1816, with interest from October 27, 1864. Howe, J.

Emily C. Hopgood and Husband vs. Penclope A. Dawson, etc.—Appeal from the district court of the parish of East Feliciana. Howe, J.

T. G. Davidson vs B. F. Taylor.—On rehearing. "Upon a further examination of this case there is no reason to disturb the previous judgment." Howe, J.

McDonald vs. J. Wells, curator *ad hoc.*—Appeal from the district court, parish of Rapides. This suit was brought to recover from the curator of Mrs. Martha L. Wells, an interdicted person, a bill for board, medical attendance and clothing furnished to her as an inmate of a private asylum for the insane.

The case for plaintiffs not being fully made out without testimony erroneously admitted, the judgment in their favor is reversed, and the cause be remanded for a new trial. Howe, J.

Charles K. Byrne vs. the Citizens' Bank—Appeal from the Thirteenth Judicial District, parish of Madison. Judgment against plaintiff affirmed. Taliaferro, J.

Pauline Flanner vs. Ambrose Lecompte and S. Parsons, Sheriff—Appeal from the district court, parish of Natchitoches. Judgment appealed from reversed, and in favor of plaintiffs. Howe, J.

Ar. Miltenberger vs. John R. Taylor, executor—Appeal from the district court, parish of Rapides. It is ordered that the judgment appealed from be avoided and reversed; that as to account A, for the sum of $2066 91, there be judgment in favor of defendant; that as to account B, for which there was judgment in the court below for $3574 95, the claim on plaintiff be dismissed, as in case of non-suit. Howe, J.

Stephen K. Fowler vs. Andrew S. Routh, administrator. Appeal from the Thirteenth Judicial District, parish of Tensas. Judgment reversed. Taliaferro, J.

Maria T. Trudeau vs. Julia C. Row et al. Appeal from the Seventh Judicial District, parish of West Feliciana. The defendant and her husband, John S. Row, are sued on a promissory note executed by them, in favor of L. A. Trudeau, for $1781 60. Separate answers were filed. The wife denied specially that she is bound by her signature to the note, having signed it through error and at the instance of her husband, and that the consideration for which it was given did not benefit her individually. The husband's answer is a general denial. Judgment was rendered against Mrs. Row for $876 22, and against John S. Row for the amount of the note. The wife alone appealed. Judgment against Mr. Row reversed, annulled and avoided. Taliaferro, J.

Eleanor E. Barrow vs. Amanda R. Richardson—The Validity of Oaths—Appeal from the Seventh Judicial District, parish of West Feliciana. Justice Taliaferro, in his opinion, says:

In this case the defendant had seized, under execution, certain property of the plaintiff; the latter took out an injunction to restrain the sale. The defendant moved to dissolve the injunction, on the ground that the affidavit on which the injunction was issued was insufficient in this, that the plaintiff and affiant was not legally sworn.

It seems that the clerk, after writing below the name of the plaintiff, at the foot of the affidavit, the words, "sworn and subscribed to this sixteenth day of June, 1870," and subjoining his official signature, appears as a witness and swears that the affidavit was not signed in his presence; that he does not think he ever saw Mrs. Barrow; that he did not administer that or any other oath to Mrs. Barrow; that the affidavit was brought to him by one of the attorneys in the case, who told him that Mrs. Barrow signed the affidavit.

This, we suppose, is a fair statement of the case; but it discloses a method of getting up affidavits not contemplated by law. Mrs. Barrow, the plaintiff, not having taken the oath required to enable her to obtain an injunction, the case fails. Code of Practice, art. 304.

It is ordered that the judgment of the district court be affirmed.

Carroll, Hoy & Co. vs. Mrs. M. A. Davidson.—Appeal from the district court, parish of Rapides. The plaintiffs sued to recover on two notes signed by the defendant as administratrix of her husband's estate. The defense is that she can not be made responsible for the debts of her deceased husband.

Justice Howell, in his opinion, says: It is no longer an open question that executors or other administrators can not, in any transaction in which they pretend to act as such, create any liability on the estates represented by them. They have the power to acknowledge existing debts or liabilities, but not to create them. If it should be necessary to conduct a plantation for the benefit of a succession during the time necessary for settling it up, special authority may be obtained from the court to do so, and this binds the estate for current expenses. But to permit an administrator indefinitely to carry on the planting business and annually to increase the indebtedness of the estate, would give him the power to ruin the estate irretrievably. Judgment appealed from must be reversed, and plaintiffs recover of defendant with interest.

Auguste Voinche vs. Fielding Edwards—Appeal from the district court, parish of Avoyelles. Plaintiff claims of defendant the sum of $2086 25 upon a sight draft, drawn by F. Edwards upon C. A. Weed & Co., of New Orleans, ordering the payment to plaintiff the proceeds of eighteen bales, shipped to Weed & Co. by said Edwards.

The defendant answers, substantially, that he never had possession or control of the cotton; that it was shipped to his commission merchants, Weed & Co., without his knowledge or consent, by one Todd, who represented himself as his agent; that he never received the amount of its sale or that of his own cotton, sold by said Weed & Co.; that he has instituted suit against them for said cotton, but is not responsible to plaintiff. From the judgment against him he has appealed. Judgment affirmed. Howell, J.

George H. Sallis vs. McLearn & Mason—Appeal from the district court, parish of Rapides. Judgment appealed from reversed, and that there be judgment in favor of defendants. Howell, J.

Citizen's Bank vs. Bonvard St. Armans—Appeal from the district court, parish of Natchitoches.—Judgment affirmed. Howell, J.

Warren Crawford vs. Ann E. Childress, tutrix—Appeal from the district court, parish of Avoyelles. Judgment affirmed. Howell, J.

J. A. Blanc, Syndic, vs. Frederick Hertzog and Amira Hertzog—Appeal from the district court, parish of Natchitoches. Plaintiff as syndic of B. Toledano, and Taylor, sues the defendant, F. Hertzog, on a note made by Hertzog Brothers, of which firm he was a member, and Mrs. Amira Hertzog, on a draft drawn by her in favor of Hertzog Brothers on Ar. Miltenberger, but not accepted for the amount due on the note of said Hertzog, Brothers, and for which it was pledged as collateral security. She expected to bring suit in the same action, the obligations, if any, being exclusive and independent; and there being no priority of contract between the defendants. The exception was overruled, and the defendants filed separate answers.

That of Frederick Hertzog was a general denial; of Mrs. Hertzog was that she gave the order to Hertzog Brothers solely for their own benefit and accommodation, they being her sons, and not as commercial or negotiable paper, to be paid on the sale of her then growing crop, which was destroyed by the Confederate army without any fault on her part, and that she never received any value for said order. Judgment was rendered in favor of plaintiff, and defendants appealed. In his opinion, Justice Howell says: "As to Frederick Hertzog the case is fully made out; but is different in regard to Mrs. Hertzog. The order given by her was not negotiable or commercial paper, and was without consideration. We think she is not liable on the order." It is therefore ordered that the judgment as to Mrs. Hertzog be reversed, and that the judgment against Frederick Hertzog be affirmed.

Succession of Pierre Perouilhet on opposition of Mrs. Doria Hautho—Appeal from Second District Court of Orleans. The opponent in this suit claimed $2875 for services as house servant. Her claim having been rejected, she appealed.

The deceased was a bachelor who died of a protracted case of consumption, through which he was nursed by Mrs. Hautho, who kept house for him, assisted by her daughter. One of the attending physicians said: "I can not estimate the value of the services rendered so delicately and in circumstances requiring so much patience. I can only state that if I were placed in the same circumstances the probability is that I would leave to the person who had thus comforted me in my last days all that I possessed of worldly goods, and my blessing as a true Christian."

The court says it will settled that services rendered under circumstances like these will not be deemed to be gratuitous, and quotes from the decision in Camfranc vs. Pelie, 1 A. 98, "that according to the elevated morality of the civil law no one ought to eurich himself at the expense of another, and that where a party calls upon another to do a thing, the law, in the absence of contrary proof, supposes an obligation to pay for what is done. For actions without words, either written or spoken, are presumptive evidence of a contract when they are done under circumstances that naturally imply a consent to such a contract."

The court, after asserting that it was clear that the estate in question had been enriched by the industry and patient care of the servant in question, goes on to state that it gathers from the record that a quasi contract existed between deceased and the opponent, by which she was to be compensated. In answer, the appellees set up that deceased lived with the opponent several years before his death, as his concubine, and was so living when he died, and some evidence to show this was introduced on the trial. The court says: "In the first place, the evidence on this point does not make the truth of the averment very clear; and in the second place, if it did, the fact as alleged would not in itself vitiate the claim of opponent. An employer cannot pay off a female employe by robbing her of her virtue. Such a method of extinguishing an obligation is not known to the law.

"If concubinage had been alleged and proved to have been the motive and cause of the parties living together in the same house in the first instance, and the services in question to have been merely incidental to such a state of living, our conclusion might have been different; but such is not the allegation, much less the proof; and we certainly must not presume that such was the fact. In Viess vs. Brickle, 8 m., p. 7, where concubinage, though proved, did not appear to have been the motive of the association out of which the claim arose, the court, Martin J., said:

"We can not view this circumstance as presenting or destroying any rights which she may have on the defendant for remuneration, and perhaps it increases his obligation in a moral point of view of doing her justice, instead of lessening it in a legal."

"We think the opponent enabled to recover, and we fix the amount at $900, with interest from judicial demand. Judgment in accordance, appellees to pay costs of both courts." Howe, J.

H. Kendall Carter vs. S. C. Williams, administrator—Appeal from the Ninth Judicial District, parish of Natchitoches. Judgment annulled, avoided and reversed, opposition overruled and dismissed, and the notes canceled and annulled, and the administrator's account, so far as relates to the opposition of the plaintiff, be approved and homologated, the plaintiff paying costs in both courts. Taliaferro, J.

William V. Keary et al. vs. Sylvest Ducote—Appeal from the Seventh Judicial District, parish of Avoyelles. Judgment of the lower court, so far as decreeing defendant to pay two hundred dollars as cost of reinstating a certain building upon the land of plaintiff, annulled, avoided and reversed. In all other respects judgment affirmed, the plaintiff to pay cost of appeal. Taliaferro, J.

Mary V. Price, for herself and as tutrix, vs. Sarah P. Cummings—Appeal from the Ninth District Court, parish of Rapides. Judgment of the lower court annulled, avoided and reversed, and the case remanded to the court of the first instance to be proceeded with according to law, the defendant and appellee paying costs.

A. Maners vs. Jacob Barker et als—Appeal from the district court, parish of St. Bernard. The plaintiff enjoined an executory process upon several grounds, and the defendant moved to dissolve the injunction with damages, and from the judgment dismissing this rule the appeal is taken. Plaintiff argued that the order was merely an interlocutory decree, from which no appeal lies. The court, after showing that in this case the order was virtually a decision of the injunction case upon its merits, quotes from the case of Riley vs. Lynd, 3 M., 222, in which an appeal from a similar decree was maintained, and then goes on to say: "The district judge considered the copy of the act of mortgage in this case maintained, because to his certificate that it is a true copy the notary has added exceptions and limitations showing that it is not a true copy. It reads:

"I, John Bendernagel, a notary public in and for the parish of Orleans, and custodian of the records of Hugh Madden (notary, deceased), duly commissioned and qualified, do certify the above to be a true and correct copy of the original act in the records of Hugh Madden, notary, deceased, except such parts as are obliterated by being burnt by fire, which destroyed said Notary Madden's office, which parts are marked upon the copy thus: ( ).

The court, continuing, says: "This means that the certified copy is a true copy of the original as it now exists, but that the original itself is injured, or to some extent defaced, by the fire which destroyed the notary's office, and the only proper question is, is it an authentic act of mortgage for the debt evidenced by the notes accompanying it, or identified with it, affecting the property ordered to be seized, and available in the hands of third holders of said notes? It is authentic because it is passed or executed before a notary and two witnesses, and the obligations are not such as leave any doubt about the debt secured, the notes evidencing the debt, the description of the property mortgaged and effect of that mortgage as imparting a confession of judgment in favor of any holder of the notes. These the material and essential recitals being contained in the act, the unessential and immaterial words defaced do not affect the validity of the act. We can not concur in the opinion of the district judge that the "additions" in the certificate of the notary as they appear destroy the sufficiency of the certificate or authenticity of the evidence on which the order of seizure and sale was granted.

The copy certified by him is not an exact literal copy of the original as it was when first executed, but is of that now existing; and this original is an authentic act. He used words in his certificate to show how certain defects appeared, and how they occurred. If he was not authorized to certify to this last fact it may be considered surplusage, and will not affect the validity of the act as making proof of the original as it really exists. We are satisfied that the injunction should be dissolved, and the defendant, Barker, be allowed to proceed with his executory process. Judgment of the lower court reversed, and judgment against the plaintiff and his surety *in solido* for ten per cent of the amount of the judgment enjoined as damages and costs in both courts. Howell, J.

Succession of Cyprien Escoffie—Appeal from the parish court, parish of Rapides. This is a suit between a number of heirs claiming the property of the deceased in the hands of the curator. They claim as children and descendants of a sister of deceased, while others intervene, alleging themselves to be the legitimate children of a brother, and deny that he had a sister. The legitimacy of the intervenors was contested and decided adversely to them, and from a judgment in favor of the original petitioners they have appealed. The court, after pointing out the errors and inaccuracies of the original petition, says: "It is difficult to comprehend or imagine how such a petition could be filed in court, and, still more, how judgment should be rendered, as it was, on the evidence adduced in support of it. It is very clear that proper parties were not before the court, and the cause must be remanded," etc.

As to the intervenors, we deem it proper to say that the evidence in the record predominates in support of the marriage between the father and mother, but we do not feel authorized to render a judgment declaring them to be illegal heirs of the deceased, which would have no effect against parties not before us. Cost of appeal to be paid by the succession.

Lehman, Newgass & Co. vs. Mrs. E. E. Barrow and husband—Appeal from the district court, parish of West Feliciana. Judgment against John J. Barrow reversed, and a judgment in his favor against plaintiffs in other respects the judgment is affirmed.

Widow Louis Delacroix vs. Mary M. Hart, Martha J. Barrow, garnishee—Appeal from the district court, parish of Iberville. Judgment set aside and the case remanded for trial according to law to the lower court; plaintiff to pay costs of appeal. Howell, J.

The *Nueces Valley*, published at Corpus Christi, Texas, has this item of information:

The schooner Two Marys, from East Pascagoula for R. Jordan, arrived February 20, with 35,000 feet dressed flooring, 15,000 feet of dressed ceiling, 5000 feet of weather boards, 45,000 feet of assorted rough lumber, and 30,000 best cypress shingles, quarter bundles.

BANK STATEMENT.

STATEMENT OF THE BANKS OF NEW ORLEANS ON THE FIRST OF MARCH, 1871.

MOVEMENTS OF THE BANKS.

CASH ASSETS.

BANKS.	Specie.	Foreign and Domestic Banks and Exchange.	Local Banks, Balances.	Other Cash Assets.	Total.
Citizens' Bank of Louisiana	$[illegible]	$[illegible]	.....	$[illegible]	$[illegible]
New Orleans Canal and Banking Company	[illegible]	[illegible]	.....	[illegible]	[illegible]
Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
FREE BANKS.					
Mechanics and Traders' Bank	[illegible]	[illegible]	.....	[illegible]	[illegible]
Bank of New Orleans	[illegible]	[illegible]	.....	[illegible]	[illegible]
Union Bank of Louisiana	[illegible]	[illegible]	.....	[illegible]	[illegible]
Southern Bank of Louisiana	[illegible]	[illegible]	.....	[illegible]	[illegible]
Bank of America	[illegible]	[illegible]	.....	[illegible]	[illegible]
Commercial City Bank	[illegible]	[illegible]	.....	[illegible]	[illegible]
Merchants' Bank	[illegible]	[illegible]	.....	[illegible]	[illegible]
Hibernia Bank	[illegible]	[illegible]	.....	[illegible]	[illegible]
Bank of Lafayette (no report)	.....	.....	.....	.....	.....
Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

CASH LIABILITIES.

BANKS.	Circulation.	Deposits.	Loans on Deposit payable in full at maturity.	Other Cash Liabilities.	Total.
Citizens' Bank of Louisiana	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]
New Orleans Canal and Banking Company	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
FREE BANKS.					
Mechanics and Traders' Bank	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Bank of New Orleans	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Union Bank of Louisiana	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Southern Bank of Louisiana	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Bank of America	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Commercial City Bank	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Merchants' Bank	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Hibernia Bank	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Bank of Lafayette (no report)	.....	.....	.....	.....	.....
Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LOANS ON CAPITAL.

BANKS.	On Stock.	Long Loans, Mortgage Pledge, etc.	Other Discounts on Capital.	Total.
Citizens' Bank of Louisiana	$[illegible]	$[illegible]	.....	$[illegible]
N. O. Canal and Banking Company	[illegible]	[illegible]	.....	[illegible]
Total	[illegible]	[illegible]	[illegible]	[illegible]
FREE BANKS.				
Mechanics and Traders' Bank	.....	.....	.....	.....
Bank of New Orleans	[illegible]	[illegible]	.....	[illegible]
Union Bank of Louisiana	[illegible]	[illegible]	.....	[illegible]
Southern Bank of Louisiana	[illegible]	[illegible]	.....	[illegible]
Bank of America	[illegible]	[illegible]	.....	[illegible]
Commercial City Bank	[illegible]	[illegible]	.....	[illegible]
Merchants' Bank	[illegible]	[illegible]	.....	[illegible]
Hibernia Bank	[illegible]	[illegible]	.....	[illegible]
Bank of Lafayette (no report)	.....	.....	.....	.....
Total	[illegible]	[illegible]	[illegible]	[illegible]

CAPITAL OF THE BANKS.

BANKS.	Capital Paid in.	Liabilities other than the Movement.	Total.
Citizens' Bank of Louisiana	$[illegible]	$[illegible]	$[illegible]
N. O. Canal and Banking Company	[illegible]	[illegible]	[illegible]
Total	[illegible]	[illegible]	[illegible]
FREE BANKS.			
Mechanics and Traders' Bank	[illegible]	[illegible]	[illegible]
Bank of New Orleans	[illegible]	[illegible]	[illegible]
Union Bank of Louisiana	[illegible]	[illegible]	[illegible]
Southern Bank of Louisiana	[illegible]	[illegible]	[illegible]
Bank of America	[illegible]	[illegible]	[illegible]
Commercial City Bank	[illegible]	[illegible]	[illegible]
Merchants' Bank	[illegible]	[illegible]	[illegible]
Hibernia Bank	[illegible]	[illegible]	[illegible]
Bank of Lafayette (no report)	.....	.....	.....
Total	[illegible]	[illegible]	[illegible]

TOTAL MOVEMENT AND DEAD WEIGHT.

BANKS.	Assets.	Liabilities exclusive of Capital.
Citizens' Bank of Louisiana	$[illegible]	$[illegible]
N. O. Canal and Banking Company	[illegible]	[illegible]
Total	[illegible]	[illegible]
FREE BANKS.		
Mechanics and Traders' Bank	[illegible]	[illegible]
Bank of New Orleans	[illegible]	[illegible]
Union Bank of Louisiana	[illegible]	[illegible]
Southern Bank of Louisiana	[illegible]	[illegible]
Bank of America	[illegible]	[illegible]
Commercial City Bank	[illegible]	[illegible]
Merchants' Bank	[illegible]	[illegible]
Hibernia Bank	[illegible]	[illegible]
Bank of Lafayette (no report)	.....	.....
Total	[illegible]	[illegible]

DEAD WEIGHT.

BANKS.	Real Estate.	Other Assets not available within sixty days.	Total.
Citizens' Bank of Louisiana	$[illegible]	.....	$[illegible]
N. O. Canal and Banking Company	[illegible]	.....	[illegible]
Total	[illegible]	[illegible]	[illegible]
FREE BANKS.			
Mechanics and Traders' Bank	.....	.....	.....
Bank of New Orleans	[illegible]	[illegible]	[illegible]
Union Bank of Louisiana	[illegible]	[illegible]	[illegible]
Southern Bank of Louisiana	[illegible]	[illegible]	[illegible]
Bank of America	[illegible]	[illegible]	[illegible]
Commercial City Bank	[illegible]	[illegible]	[illegible]
Merchants' Bank	[illegible]	[illegible]	[illegible]
Hibernia Bank	[illegible]	[illegible]	[illegible]
Bank of Lafayette (no report)	.....	.....	.....
Total	[illegible]	[illegible]	[illegible]

REMARKS.—a Louisiana State Bonds, $950; St. Charles Hotel Bonds, $11,955; Parish of Concordia, $12,714 28; Stock Galveston Wharf Company, $46,065 12; Stock Southern Cotton Press of Galveston, $14,535; Fairsworth Spinning Company, "limited," $2425....b Consolidated City Bonds, $23,000; Jackson Railroad Bonds, $30,000....c Consolidated City Bonds, $173,945; State Bonds, $1000; Southern Railroad Company Bonds, $12,000....d United States Five-Twenties, $65,937 50; Mississippi Levee Bonds, $4367 40; Charity Hospital Bonds, $26,000; New Orleans Consolidated Bonds, $361,000....e Consolidated City Bonds, $505,000....f Bonds and Stocks, $32,707 25, description not given....g Sundry Stocks, $7350, description not given, $21,225....k Mortgage Stock Department....m Reserved Fund, $10,000; Other Cash Assets, $11,959 91....i Bonds, $10,000.

ANTOINE DUBUCLET, State Treasurer.

[E. & O. E.]

SHERIFF'S SALES.

Rudolph F. Theurer vs. Constantin A. Cornet—Seventh District Court for the parish of Orleans, No. 3149.

BY VIRTUE OF A WRIT OF SEIZURE AND SALE to me directed by the Honorable the Seventh District Court for the parish of Orleans, in the above entitled cause, I will proceed to sell at public auction, at the Merchants and Auctioneers' Exchange, Royal street, between Canal and Customhouse streets, in the Second District of this city, on FRIDAY, March 3, 1871, at twelve o'clock M, the following described property, to wit—

A CERTAIN LOT OF GROUND, together with the buildings and improvements thereon, situate in the Faubourg Lafayette, Fourth District of this city, in the square bounded by Josephine, Laurent and White streets, and the division line of the property of the late William Gormley, which said lot is designated by the No. 3, on a plan drawn by L. Surgi, late civil engineer, dated May 2, 1867, deposited in the office of L. E. Kenny, formerly notary, and measures thirty feet six inches and one-eighths front on Laurent street, by a depth of one hundred feet three inches five and a half lines on the division line of lot No. 7 and one hundred feet five inches two and a half lines on the side next to the property of the late William Gormley, and twenty-three feet four inches six and a quarter lines in width in the rear, American measure, being the same property purchased by the defendant herein from William Brocker, per act passed before G. Lugenbuhl, late a notary public in this city, dated the seventh of March, 1862.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

fe23 mh5 31 Sheriff of the Parish of Orleans.

James C. Bloomfield vs. W. G. Mank.— Seventh District Court for the parish of Orleans, No. 2553.

BY VIRTUE OF AN ALIAS WRIT OF FIERI FACIAS and also in obedience to an order of date November 14, 1870, both directed by the Honorable the Seventh District Court for the parish of Orleans, in the above entitled cause, to Thomas L. Maxwell, late Sheriff, and by said late Sheriff to me transferred, I will proceed to sell at public auction, on the premises hereinafter designated, on SATURDAY, March 11, 1871, at 10½ o'clock A. M., the following described property, to wit—

THE FURNITURE, PROPERTY AND EFFECTS of the defendant, contained in the premises now or lately occupied by defendant, and situated No. 227 on Common street, between Dryades and Baronne streets, in the First District of this city. Also the contents of the barroom on said premises.

The whole as per ingentory which may be seen in my office.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

fe24 mh5 11 Sheriff of the parish of Orleans.

SHERIFF'S SALES.

Rosina Schockler, wife of François Crais, vs. her husband—Fifth District Court for the parish of Orleans, No. 1855.

BY VIRTUE OF AN ALIAS WRIT OF FIERI facias to me directed by the honorable the Fifth District Court for the parish of Orleans in the above entitled cause, I will proceed to sell at public auction, at the Merchants and Auctioneers' Exchange, Royal street, between Canal and Customhouse streets, in the Second District of this city, on SATURDAY, March 11, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, situated in the Third District of this city, in the square bounded by Spain, Mandeville, Greatmen and Casacalva streets. Said lot is designated by number fifty-seven, and measures thirty feet front on said Spain street by a depth of one hundred and twenty feet, between parallel lines, together with all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

fe25 mh4 11 Sheriff of the Parish of Orleans.

Theodore Bailly Blanchard vs. Eugene Wilde—Fifth District Court for the parish of Orleans, No. 2564.

BY VIRTUE OF A WRIT OF SEIZURE AND SALE TO me directed by the Honorable the Fifth District Court for the parish of Orleans, in the above entitled cause, I will proceed to sell at public auction, at the Merchants' and Auctioneers' Exchange, Royal street, between Canal and Customhouse streets, in the Second District of this city, on FRIDAY, March 31, 1871, at twelve o'clock M., the following described property, to wit—

TWO CERTAIN LOTS OF GROUND, with all the buildings and improvements thereon, and appurtenances thereof, situate in the Third District of this city, designated as lots numbers four and five of square number forty-five, which is comprised within the avenue St. Bernard and Annette, Dauphine and Girod streets, as per plan deposited in the office of Joseph Cuvilier, notary public in this city, by act dated the fifth of September, 1836.

Which said lots measure each thirty-four feet front on the avenue St. Bernard, by a depth varying from one hundred and two feet to one hundred and twenty-seven feet. The two rear lines being each only twenty-five feet in width. And which property was acquired by said Willoz, defendant herein in manner following, to wit:

Lot number four by purchase from Victor L. Cessoile, and lot number five by purchase from Mrs. Alexander Castaing, by two several acts before Alexander Emile Bienvenu, a notary public in this city, on the fourth day of January, 1861.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

fe23 mh18 31 Sheriff of the Parish of Orleans.

SHERIFF'S SALES.

Mr. and Mrs. P. E. Wiltz vs. Widow De St. Romes—Seventh District Court for the parish of Orleans, No. 1529.

BY VIRTUE OF A WRIT OF FIERI FACIAS to me directed by the Honorable the Seventh District Court for the parish of Orleans, in the above entitled cause, and pursuant to an agreement entered into between the parties interested therein, I will proceed to sell at public auction, at the Merchants and Auctioneers' Exchange, Royal street, between Canal and Customhouse streets, in the Second District of this city, on SATURDAY, April 1, 1871, at twelve o'clock M., the following described property, to wit—

1. TEN LOTS OF GROUND, situated in the Second District of this city, in square number three hundred and twenty-four, bounded by St. Ann, Orleans, Rocheblave and Dorgenois streets, designated by numbers one to ten inclusive, as per sketch deposited in the Sheriff's office for reference, which said lots having, according to said sketch, the following dimensions, to wit: Lot number one, forming the corner of Orleans and Dorgenois streets, measures twenty-nine feet nine inches and ten lines front on Orleans street, by eighty-three feet seven inches and five and a half lines in depth and front on Dorgenois street, and eighty-three feet five inches and five lines in depth on the other side line which divides it from lot number two of said sketch. Lots numbers two, three, four and five adjoin each other, and measure each twenty-nine feet nine inches and seven lines front on said Orleans street, by the following depths, to wit: Lot number two, eighty-three feet five inches and five lines on the side line of lot number one, and eighty-three feet four inches and five lines on the side line of lot number three; lot number three, eighty-three feet four inches and five lines on the side line of lot number two and eighty-three feet three inches and one line on the side line of lot number four. Lot number four, eighty-three feet three inches and one line on the side line of lot number three, and eighty-three feet one inch and seven lines on the side line of lot number five, and lot number five eighty-three feet one inch and seven lines on the side line of lot number four. Lots numbers six, seven, eight and nine adjoin each other and measure each twenty-nine feet nine inches and seven lines front on said St. Ann street by the following depths, to wit: Lot number seven, eighty-three feet five inches and five lines on the side line of lot number six, and eighty-three feet four inches and five lines on the side line of lot number eight; lot number eight, eighty-three feet four inches and five lines on the side line of lot number seven, and eighty-three feet three inches and one line on the side line of lot number nine; lot number nine, eighty-three feet three inches and one line on the side line of lot number eight, and eighty-three feet one inch and seven lines on the side line of lot number ten, and lot number ten, eighty-three feet one inch and seven lines on the side line of lot number nine, and eighty-three feet five lines on the other side line toward Rocheblave street.

2. TWO LOTS OF GROUND, adjoining each other, situated in the Second District of this city, in the square number three hundred and thirteen, bounded by Main, St. Philip, Tonti and Rocheblave streets, designated by numbers one and two on a sketch deposited in the Sheriff's office for reference, which said lots, according to said sketch, having the following dimensions, to wit: Lot number one, thirty feet front on St. Philip street, by one hundred feet in depth and front on Tonti street, forming thus the corner of said two streets; and lot number two, also thirty feet front on said St. Philip street, by one hundred feet in depth between parallel lines.

3. ANOTHER LOT OF GROUND, situated in same district and square, designated by number three, as per said sketch, and having the same dimensions as lot number two above described.

4. AND ANOTHER LOT OR PORTION OF GROUND, situated in same district and square, adjoining the foregoing lot, designated by number four, as per said sketch, measuring also thirty feet front on said St. Philip street, by one hundred feet in depth on the side line of lot number three, and on other side line toward Rocheblave street, by a first depth of fifty-three feet ten inches and four lines, and by a second depth of fifty feet, to the rear line, which measures forty-nine feet.

5. TWO LOTS OF GROUND adjoining each other, situated in the Second District of this city, in the square number two hundred and ninety-four, bounded by Main, St. Philip, Miro and Tonti streets, designated by numbers one and two, on a sketch deposited in the Sheriff's office for reference, which said lots having, according to said sketch, each thirty feet front on Tonti street, thirty-one feet six inches and four lines width in the rear, by the following depths, to wit: