New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

THE COURTS.

Eighth District Court—The Floating Debt Matter—Answer of the Citizens' Bank.

J. L. & E. H. Levy vs. the Citizens' Bank et als.—And now comes into this honorable court the Citizens' Bank of Louisiana, in her capacity of fiscal agent of the State of Louisiana, through her attorney, and for answer to plaintiffs' petition says:

That the bank as fiscal agent aforesaid is ready to obey any law obligatory upon her in her aforesaid capacity, but requiring strict proof of plaintiffs' allegations, and of their right to claim the bonds demanded in this case.

And respondent, further answering, says that she has received a notice from Samuel Smith & Co. claiming $165,000 in Louisiana State bonds from your respondent.

Respondents therefore pray:

First—That J. L. & E. H. Levy be served with a copy of this answer.

Second—That Samuel Smith & Co. be served with a copy of the original petition filed in this case, and of this answer, and cited to answer the said plaintiffs' petition, and protect the Citizens' Bank, or defend their own rights and interests in the matter.

And respondent, ready to submit to the judgment of the court herein, and prays to be hence dismissed with costs, and as in duty bound, etc.

Sixth District Court—Suit Against the City—Suit for Damages Against the Jackson Railroad.

Eugene McCarty vs. the city of New Orleans.—This is a suit brought by plaintiff to recover from the city for services as president of the Police Jury of the parish of Orleans, right bank.

The city denies that petitioner is entitled to any claim, and, furthermore, that it is not liable for said debts.

Abraham B. Meyers vs. the New Orleans, Jackson and Great Northern Railroad.—The petitioner shows that on August 13, 1870, he purchased in the city of New York a ticket from that point to the city of New Orleans. In the course of his passage he took the cars of said company at Canton, Mississippi, and when at a point two and a half miles this side of Osyka, John Mannion, conductor of the train, came into the smoking car, where the petitioner was seated, and complained that the seats had been deranged, and he charged petitioner with making the change, and abused and insulted, cursed and threatened petitioner.

And, on petitioner remonstrating with him for such treatment, the conductor collared the petitioner, called the brakeman, the car was stopped, and petitioner forcibly and ruthlessly expelled therefrom by said parties; and as the train passed on the petitioner jumped on the rear end of the last car and secreted himself in the water-closet. As soon as the conductor learned that he was on the car he caused the train to stop near the Union station, five miles this side of Osyka, at about eleven o'clock on the night of August 16, 1870, and there, with the aid of the employes of the road, laid violent hands upon the petitioner, cursed, abused and threatened to shoot, and actually forced the petitioner from the train without cause or provocation; that the night was dark and rainy, and petitioner was forced to go back to Osyka for shelter. The next morning he took the train for New Orleans, and although he exhibited to the conductor his through ticket, yet he was forced to pay his fare from Osyka to New Orleans.

For all of which he claims damages in the sum of $25,000. The answer of the New Orleans, Jackson and Great Northern railroad shows that the plaintiff, while on the cars of the defendant, was guilty of gross, vulgar, and disorderly conduct; that he demeaned himself in a manner unbecoming a gentleman; that he violated the rules and regulations of the railroad company, of which he was aware; that his behavior was such that rendered it necessary for the conductor to remonstrate with him and beseech him to conduct himself properly and with a due regard to the interests, comfort and convenience of other passengers; that so far from yielding to the respectful request of the conductor in charge of the train, he flew into a passion, and without any provocation, whatever, assaulted the conductor, striking him violently in the face, and the conductor, with unusual forbearance and moderation, refrained from retaliating, as he might well have done, and contented himself with requiring the plaintiff to leave the cars, using just the force, and no more, necessary to effect this purpose, and satisfied from the language, threats and conduct of petitioner that it would be unsafe for the other passengers in the cars to permit him to continue on the train. It is further represented that the present suit is nothing more than an attempt on the part of the plaintiff to extort money.

This case is up for trial by jury.

Fourth District Court—Suit Against the City for Acts Alleged to have been Done in 1862—An Insurance Case—Interesting Life Insurance Decision by Judge Theard.

Crescent Insurance Company vs. Stephen Allen—Decision by Judge Theard.—The plaintiffs sue to recover on a promissory note. The defense is prescription, the note having been dated in 1857. The evidence, however, shows that Allen had regularly paid the interest thereon each year, up to this time, and that fact invalidates the defendant's plea of prescription, although had such payments not been made the plea of prescription would have been good. Judgment for plaintiff.

G. W. Holt vs. the city of New Orleans.—The plaintiff sues to recover from the city the sum of $13,854 58, with interest thereon from July 15, 1862, for this—

That, in June, 1862, the city, through its legal officers, took possession of the Holt House and other property and sold the same for the sum above mentioned, and the property so seized and sold belonging to the plaintiff, he seeks to recover from the city the sum aforesaid.

The answer of the city sets forth that at the time the said seizure and sale was made the city was under the control of the military authorities of the United States, and not under the jurisdiction of the authorities of the city, designated in its charter. It is further averred that the plaintiff had issued his promissory notes and shinplasters for a large sum, and such shinplasters, etc., coming into the possession of the military authorities aforesaid, and petitioner refusing to redeem the shinplasters and notes, the military authorities were obliged to take possession of and sell the mentioned property to enforce the payment of the same.

Seventh District Court

Mrs. Regina Morse vs. Louisiana Equitable Life Insurance Company.—This is a suit for $5000, amount of insurance, subscribed by defendants, on the life of Horace F. Morse, for the benefit of his wife and children. The policy contains a number of exceptions, among which is this: "That if he shall die by his own hand" the contract shall be null and void.

From the proofs of loss and other evidence it clearly appears that on the sixteenth of March, 1870, at Abbeville, in this State, Morse killed himself "by shooting through the head."

The plaintiff, nevertheless, insists that this act was not imputable to the deceased, nor within the meaning of the exception, since it also appears from the same evidence that Morse, when the fatal deed was committed, was insane.

It is, therefore, necessary to determine what the law is on this matter, and what is the application of that law to the facts in this particular case.

Life insurance is a modern species of aleatory contract, and it is not necessary to go back many years to find the beginning of jurisprudence on the subject. The question arising in this case was first mooted in Borradaill vs. Hunter, 5 Man. & Gr., and 44 Eng. Com. L. Rep., p. 335, decided by the Court of Common Pleas in 1843. In that case the judges differed, the opinion of the Chief Justice, N. C. Tyndal, being contrary to that of a majority, composed of Justices Coltman, Erskine, Maule and Cresswell. Since then the American courts have had occasion to pass upon similar cases, but they also were divided in their views of the law, some following the majority in the English case; but the tendency in the United States, so far, seems to be in favor of Chief Justice Tyndal's opinion. After reading the decisions, I am inclined to think their differences are more in appearance than reality. I will, however, endeavor to state them in as few words as possible. It seems to me that the great variety of expression and illustration they contain may be summed up as follows:

1. All agree that the phrase, "If he shall die by his own hand," can not be taken with verbal rigor, since literally it would include instances of purely accidental death, as the explosion of a gun unskillfully handled by the accused for an innocent purpose, or the taking of poison under the belief of its being a dose of medicine; while, also, the terms, literally, would not include many instances of even felonious suicide, as when a man deliberately drowns himself, throws himself from a precipice, etc. Wherefore, the common intention of the parties must be sought for. C. C., 1940, et se q, and particularly 1945.

2. All agree that there is a breach of the contract when the act of self-destruction is committed by a sane man, who has deliberately convinced himself that the deed is rightful or excusable, or even when the party, though of feeble or small intellect, has still sufficient powers of mind and reason to commit a voluntary and willful act of self-destruction, is able at the time "to deliberate," "to know," "to form a purpose and intention," "consciously adapt means to ends," "to understand the physical consequences," etc.

3. All agree that if the intellectual faculties become so shattered, obscured, torpid, deluded, subverted, or otherwise insane, that they have no force or effect in controlling the will or determining the act, there is no breach of the proviso.

4. But they seem to differ with regard to the legal consequence of moral or emotional insanity; one opinion being that "the question whether the party is capable of understanding and appreciating the moral nature and quality of his purpose is not relevant," and the other opinion being that this question must be considered exactly as it would be in a criminal case, so that "the words of the proviso" " " should in legal construction be taken to except the case of felonious self-destruction, and no other.

Upon a careful weighing of the phraseology of the opposing decisions, it will be seen that this disagreement consists only in the use of the same words in different senses, one side meaning by the phrase "not capable of judging between right and wrong" not intellectual incapacity, but a moral incapacity, resulting from a loss or corruption of the moral sense rather than of the reasoning faculties—while the other side takes the phrase strictly, argue that a man incapable of discerning right from wrong is insane, has lost his intellect as well as his morality, can form no intention and have no will.

Weigh, for instance, Ch. J. Tyndal's rule, that the exception only applies to "felonious" self destruction, and it will be found identical with that posited by the judges who oppose it; for the criminal law regarding felony makes the same distinction with regard to the exclusion of passional excitement or moral corruption as they do. The criminal law does not justify or excuse the man who acts from a corrupt, torpid or debased moral sense, so long as his intellectual faculties are strong and clear enough to enable him, if he would, to know good from evil. The test of responsibility, in criminal as well as civil cases, is the state of the actor's reason, or "intellect," or "mental faculties," not that of his moral sentiments. Blackstone, vol. 4, pp. 21 and 180; Low C. 1781 and 1782. Blackstone makes this distinction when he rebukes coroners' juries that take the very act of suicide as an evidence of insanity—"as if," says he, "every man who acts contrary to reason had no reason at all." He adds: "If it were evidence of insanity, the same argument would prove every other criminal *non compos* as well as the self-murderer."

Thus, in all the cases, the judges, without exception, put their decision on the question whether or not the statement of facts or special verdict (often absurdly worded) showed that the self-destroyer had intellectual discernment sufficient to enlighten and guide his will. If they could justly inter that he had not this amount of rational capacity, they concluded "it could not be said he died by his own hand in the sense these words are used in the policy," but if they found he possessed reason which he might have used, but did not use, to govern himself, then no morbid condition arising from intemperate or vicious habits, no mere moral or emotional insanity, or giving way to furious passion, would be accepted to save the case from the proviso.

Unfortunately, it is too true that men in full possession of their reasoning faculties have, in all ages, and in all countries, and in numberless instances, devoted those faculties to the service of every evil passion; they have voluntarily allowed the appetites and desires to become masters, and reason to make herself the servant. They become the votaries of sensuality, intemperance and other disgusting vices, or perpetrators of cruel or sordid crimes. Assuming false premises, and ignoring true ones, they find plausible arguments to justify or excuse their profligacy or atrocity. For instance, they use their reasoning faculties to defend suicide, and even raise it to the rank of a virtuous act. The stoic philosophy taught that it was meritorious. Celebrated poets, thinkers and heroes have committed suicide without scruple. Many historical instances, besides those of Saul, Sappho, Brutus and Cato, might be cited. But neither the fact of moral insanity, nor the false philosophy that deduces an apology for passional homicide, or conscious suicide, has ever found favor in the laws of civilized peoples.

Under these premises, the facts to be noted in this case are these: Morse was a man of good character and conduct, pleasant manners and sociable disposition, industrious and thrifty in business, intelligent and educated, attached to and living happily with his wife and children. He earned an adequate support for his family by soliciting applications for life insurance companies. He had no vicious habits, had met with no serious disappointments in life, or losses in his pecuniary affairs of a nature to induce regret or despondency. On the contrary, he was hopeful, and indulged in agreeable anticipations. On the fourteenth of March he wrote an affectionate letter to his wife, telling of plans for the future, of his desire to see her and the children, and informing them that he would be at home with them before an answer could be returned. On the sixteenth he killed himself. There is certainly in these facts no room for any theory of emotional or passional insanity.

But on the intellectual side the case is different. Some months before his death he received a blow on the head, and this was coincident with an attack of malarial fever, which induced inflammation of the membranes of the brain. From those there was only partial and transitory recovery. He went out and resumed his occupation, but his general health was permanently affected. His feebleness and emaciation were remarked by all his acquaintances, and, with a few exceptions, they also remarked that his mind was wandering, his conversation incoherent, his manner excited and vacillating, his eyes unsteady and glaring. To some it seemed as if he was not the same man. His family physician, Dr. C. B. White, and his old friend, Dr. G. W. Avery, describe him as showing aberration of mind, and they were of opinion that he was becoming insane. He could sleep normally, was restless, and constantly suffered from chronic headache, and liable at any moment to have a sudden attack or paroxysm of cerebral inflammation, that would make him totally insane. From this condition of body and mind he sought relief in travel, with incidental pursuit of his business. He became a traveling insurance agent. He made a first trip in January and another in February. These seemed beneficial, but on his last trip, while at New Iberia, his symptoms of mental and physical disease reappeared with redoubled intensity. From Iberia he went to Abbeville, and there the irrationality of his manner and conversation was manifest to the casual observer. The witnesses residing at Abbeville give many particulars which, taken together, and coinciding with the account given by witnesses residing elsewhere, made strong proof of the approach of the madness his physician regarded as impending.

I pass over the details, noting, however, this: that on the day of the suicide he was suffering from an aggravated attack of the headache, to which his brain disease rendered him subject, and that Dr. H. D. Read, a physician residing at Abbeville, who saw him the day before the suicide, attributed the act to "mental derangement."

The conclusion is irresistible; evidently a revulsion or subversion of his intelligent and conscious will must have suddenly taken place, so as to destroy all at once his cherished thoughts and calculations in regard to the future, obliterated his knowledge of the clause in the policy against suicide, which, while in his senses, he was particularly aware of, and created a blind impulse which his disabled reason and will could not resist. No other hypothesis will answer all the facts of the case.

To use the words of Judge Metcalf, in fourth Allen, 96, "If the death was caused in the madness of delirium or under any combination of circumstances from which it may be fairly inferred that the act of self-destruction was not the result of the will or intention of the party adapting means to the end, and contemplating the physical nature and effects of the act, then it may be justly said to be a loss not accepted within the meaning of the proviso. A party cannot be said to die by his own hand, in the sense in which the words are used in the policy, whose self-destruction does not proceed from the exercise of volition, but is the result of a blind impulse, of a mistake or accident, or of other circumstances over which the will can exercise no control."

The New York Court of Appeals, Eighth New York Rep., p. 308, says: "If the party could do no act to bind himself, he certainly could do none to discharge the insurer."

Judgment for plaintiff as prayed for.

United States Circuit Court.

In the case of W. L. Catlin et als vs. H. G. Hearst et al., the defendants having failed to answer, and the due legal delay having expired, judgment for one hundred and eighty-two dollars and seventy-eight cents was rendered in favor of plaintiffs, with costs.

A. Miltenberger vs. S. H. Rushing. Judgment in this suit was given against the defendant—five thousand and twenty-four dollars and forty-three cents, with eight per cent interest till paid, and costs.

In the case of the United States vs. W. G. Mank, the defendant having failed to appear, his sureties failing to produce him, the recognizance was declared forfeited, and that William G. Mank as principal, and J. C. Kathman, Nicholas Miller and Ernest J. Wenck as sureties, be condemned in solido to pay the United States the sum of ten thousand dollars, being the full amount of the bond.

Commissioner Weller's Court.

Edward Cummings, first mate of the steamboat R. E. Lee, was charged with assault and battery on one of the crew, and gave bonds in the sum of two hundred dollars to appear for examination.

A similar charge against John Grant, mate of the steamer Southwestern. The examination was waived and bonds given to appear before the United States Circuit Court.

A number of trifling suits against various steamboats, by portions of the crew claiming wages, were entered; the only matter worthy of record about them being that they were rejected.

A claim made by the crew of the schooner Irene E. Mersey, for discharge and wages, was granted, the evidence showing that the shipping had not been filled up after the crew had signed them.

John Bankhead Magruder.

The New York *Commercial Advertiser* says:

The country has just lost what may be called one of its "eccentric characters" in the person of John Bankhead Magruder. An epauletted Beau Brummel in time of war; a lion among the ladies, and a favorite everywhere in times of peace; a jovial, conceited, warm-hearted, dashing sort of a fellow, and a bon vivant at all times; the conqueror of Ben Butler, and well known among his comrades-in-arms as the man who "drove to the battlefield in kid gloves, behind two of the best nags that ever trotted on a Virginia turnpike," John Bankhead Magruder was "peculiar" even among peculiar men, and he will be remembered for his idiosyncrasies long after his feeble fame as a soldier is forgotten. He had, as such characters always do have, many warm friends, who condoned his weaknesses in view of his many genial and generous qualities. His heart and hand were always open to the needy, and he was as quick to forgive an honorable enemy as he was to succor an "impecunious" friend. He had no greater foe than himself, and those very convivial habits that gathered around him hosts of fellow spirits, in all probability hastened his demise.

SHERIFF'S SALES.

Joseph Leblanc vs. Mrs. Christine Hoeffner (Christine Groecke, widow of François Stallenmacht)—Seventh District Court for the parish of Orleans, No. 2452.

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 TUESDAY, March 21, 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 Laharpe, Columbus, Villere and Robertson streets said lot having American measure, one hundred five feet three and four-eighths inches front on Laharpe street, thirty-one feet eleven and six-eighths inches in width in the rear, by a depth of one hundred and five feet and three-eighths of an inch on the side toward Villere street, and of ninety feet five and four-eighths of a line on the other side.

The whole according to a plan drawn by L. H. Pilie, surveyor, on the nineteenth of March, 1855, and deposited as plan No. 8 in the office of Paul E. Theard, then a notary public of this city, together with all the buildings and improvements thereon.

Being the same property purchased by defendant herein from Basile Laplace, of this city, as appears by act passed before Onesiphore Lionet, a notary public in this city.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

fe18 mh7 21 Sheriff of the parish of Orleans.

William Miller vs. Andrew Schmitt alias Andreas Schmitt)—Fifth District Court for the parish of Orleans, No. 2181.

BY VIRTUE OF A 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 MONDAY, March 13, 1871, at twelve o'clock M., the following described property, to wit—

FOUR CERTAIN LOTS OF GROUND, situate, lying and being in the Fourth District of this city, in the square designated by the number nineteen, on a plan drawn by L. H. Pilie, city surveyor, deposited in the notary office of P. Bouny, notary public in the city. Which square is bounded by St. Roch, Louisa, Philip, First and Mazureé streets. Said lots are designated by the numbers one, two, three and four on a private sketch annexed to an act passed before W. Joseph Castell, a notary public in this city, on the twenty-second July, 1861, and measure, according to said sketch, twenty-eight feet four inches and four lines each, front on Philip street by a depth, between parallel lines, of ninety-five feet eight inches and four lines each, forming the corner of Philip and Sixte streets. Together with the buildings and improvements thereon, ways, privileges, advantages thereunto belonging or in any wise appertaining.

The property above described belongs to said Sylvestre Boudard, born in France, by having acquired the same in the manner following, to wit:

Lots numbers one and two by purchase he made thereof from Henderson & Hagan, as per act passed before the above named Castell, notary, on the twenty-second day of July, 1861, and the lots numbers three and four acquired also by purchase he made thereof from Stephen Demarest, of this city, as per act passed before the same notary, on the twelfth day of March, 1862.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

fe18 mh7 12 Sheriff of the Parish of Orleans.

Succession of Lydia Robinson, wife of John McLean—Second District Court for the parish of Orleans, No. 29,504—Fourth Market, John McLean, tutor, in favor of Morris Wheeler & Co.

Morris Wheeler & Co. vs. John McClean—Fifth District Court for the parish of Orleans, No. 19,762.

BY VIRTUE OF TWO WRITS OF FIERI FACIAS to me directed by the Honorable the said Fifth and Second District Courts for the parish of Orleans, in the above entitled causes, 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 TUESDAY, April 4, 1871, at twelve o'clock M., the following described property, to wit—

TWO CERTAIN PIECES OR LOTS OF GROUND, situated in the suburb Washington, Third District of this city, in the square bounded by Claiborne, Montegut, Clouet and Love streets, designated by the numbers one and two on a certain plan drawn by J. A. Beauregard, Surveyor of Municipality No. 1, dated seventeenth January, 1848, annexed to an act passed before A. Chapelis, on the twelfth August, 1858. Said lots of ground are contiguous, and measure each, English measure, thirty-one feet eleven inches and five lines front on Clouet street, and extending in depth between parallel lines one hundred and three feet nine inches and three inches; the said lot number one forming the corner of Love street; together with all the buildings and improvements thereon. Which lots of ground were acquired by said John McLean by purchase from Mrs. Marguerite Diggs, as per act passed in the office of A. Chapelis, late notary in this city, on the sixth of August, 1859.

Seized in the above suits.

Terms—Cash on the spot.

C. S. SAUVINET,

mh1 22 ap4 Sheriff of the parish of Orleans.

BANK STATEMENT.

MOVEMENTS OF THE BANKS.

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

CASH LIABILITIES.

BANKS.	Circulation.	Deposits.	Due to Other Banks.	Total.
Citizens' Bank of Louisiana	$817,710 00	$2,762,720 16		
New Orleans Canal and Banking Company	86,605 00	2,630,550 99		
Total	$904,315 00	$5,392,691 65		
FREE BANKS.				
Merchants' and Traders' Bank	$160,405 00	$853,956 56		
Bank of New Orleans	$13,927 00	2,510,260 14		
Union Bank of Louisiana		1,257,303 43		
Southern Bank of Louisiana		26,950 00		
Bank of America		1,015 00		
Commercial City Bank				
Crescent City Bank				
Merchants' Bank		10,564 00		
People's Bank				
Hibernia Bank				
Bank of Lafayette (no report)				
Total	$174,332 00	$6,658,485 13		
Total	$1,078,647 00	$12,051,176 78		

CASH ASSETS.

BANKS.	Due by Foreign and Domestic Banks, less Exchange.	Local Banks, Balances.	Other Cash Assets.	Total.
Citizens' Bank of Louisiana	$83,217 34			
New Orleans Canal and Banking Company	169,399 62			
Total	$252,616 96			
FREE BANKS.				
Merchants' and Traders' Bank	$30,506 56			
Bank of New Orleans	319,506 55			
Union Bank of Louisiana				
Southern Bank of Louisiana	30,552 61			
Bank of America	42,591 71			
Commercial City Bank	5,320 30			
Crescent City Bank				
Merchants' Bank				
People's Bank				
Hibernia Bank				
Bank of Lafayette (no report)				
Total	$430,471 13			
Total	$1,105,643 70			

BANKS.	Loans on Deposit payable in full at maturity.	Current Funds.	Total.
Citizens' Bank of Louisiana	$2,007,238 62	$635,129 00	$2,701,867 62
New Orleans Canal and Banking Company	1,093,985 87	1,698,973 14	2,792,959 01
Total	$3,071,404 49	$2,101,402 14	$5,494,173 01
FREE BANKS.			
Merchants' and Traders' Bank	$801,276 91	$825,059 32	$1,126,879 12
Bank of New Orleans	1,165,340 94	1,280,999 62	2,446,379 29
Union Bank of Louisiana	356,761 33	275,555 95	632,316 43
Southern Bank of Louisiana	392,767 25	2,772,152 50	3,099,623 06
Bank of America	1,015,077 40	262,648 70	403,063 07
Commercial City Bank	324,580 72	329,307 86	653,888 58
Crescent City Bank	359,160 29	194,449 79	553,610 08
Merchants' Bank	452,077 25	361,197 91	813,274 16
People's Bank	298,167 70	209,195 84	507,363 54
Hibernia Bank		1,123,491 77	1,123,491 77
Bank of Lafayette (no report)			
Total	$6,261,201 58	$9,909,777 04	$15,170,978 62
Total	$9,332,606 07	$11,706,190 49	$21,038,796 56

BANKS.	Capital of the Banks.	Real Estate.	Deposits.	Circulation.	Due to Other Banks.	Other Cash Liabilities.	Total.
Citizens' Bank of Louisiana		$134,000 81	$2,762,720 16	$817,710 00			$3,603,121 24
New Orleans Canal and Banking Company		246,023 36	2,630,550 99	86,605 00			3,656,254 22
Total		$380,024 17	$5,392,691 65	$904,315 00			$7,259,375 46
FREE BANKS.							
Merchants' and Traders' Bank		$1,500 00	$853,956 56	$160,405 00			$1,015,861 56
Bank of New Orleans		15,758 71	2,510,260 14	13,927 00			2,524,187 14
Union Bank of Louisiana		9,924 99	1,257,303 43				1,257,303 43
Southern Bank of Louisiana		120,927 24	26,950 00				26,950 00
Bank of America		140,710 35	1,015 00				1,015 00
Commercial City Bank		99,537 06					
Crescent City Bank							
Merchants' Bank			10,564 00				10,564 00
People's Bank							
Hibernia Bank							
Bank of Lafayette (no report)							
Total		$388,358 35	$6,658,485 13	$174,332 00			$6,832,817 13
Total		$768,382 52	$12,051,176 78	$1,078,647 00			$14,092,192 59

BANKS.	Total Movement and Dead Weight.	Capital Paid In.	Liabilities other than the Movement.	Total.
Citizens' Bank of Louisiana	$3,603,121 24	$1,500,000 00	$500,000 00	$2,000,000 00
New Orleans Canal and Banking Company	3,656,254 22	1,502,000 00		
Total	$7,349,375 46	$3,002,000 00	$500,000 00	$2,000,000 00
FREE BANKS.				
Merchants' and Traders' Bank	$1,709,679 14	$750,000 00		
Bank of New Orleans	3,163,525 12	600,000 00		
Union Bank of Louisiana	1,292,185 96	727,800 00		
Southern Bank of Louisiana	3,126,573 36	907,600 00		
Bank of America	690,582 13	504,530 00		
Commercial City Bank	617,155 41	504,530 00		
Crescent City Bank	796,260 02	200,000 00		
Merchants' Bank	1,597,984 76	200,000 00		
People's Bank		100,000 00		
Hibernia Bank		100,000 00		
Bank of Lafayette (no report)		100,000 00		
Total	$15,310,978 10	$4,774,700 00	$20,000 00	$4,794,700 00
Total	$22,660,353 56	$7,776,700 00	$520,000 00	$8,296,700 00

BANKS.	Other Assets not available within Sixty Days.	Assets.	Liabilities exclusive of Capital.
Citizens' Bank of Louisiana		$5,212,109 07	$3,441,807 20
New Orleans Canal and Banking Company		4,981,223 25	2,912,266 61
Total		$10,193,332 32	$6,354,173 81
FREE BANKS.			
Merchants' and Traders' Bank	$110,722 05	$2,256,274 75	$1,195,879 12
Bank of New Orleans		3,461,412 80	2,046,379 29
Union Bank of Louisiana		1,618,543 71	862,916 43
Southern Bank of Louisiana		3,592,059 29	893,916 49
Bank of America		4,355,009 71	3,030,853 06
Commercial City Bank		1,170,215 50	707,993 67
Crescent City Bank		1,373,474 94	313,273 94
Merchants' Bank		2,169,166 49	505,939 46
People's Bank		803,408 27	209,166 49
Hibernia Bank		1,601,697 33	1,123,491 77
Bank of Lafayette (no report)			
Total	$110,722 05	$17,276,438 86	$11,098,327 49
Total	$110,722 05	$27,469,771 18	$17,452,501 30

BANKS.	Loans on Capital. Long Loans Mortgage.	Loans on Capital. Other Discounts on Pledge, etc.	Public Securities.	Protested Paper.	Specie.	Loans on Deposit payable in full at maturity.
Citizens' Bank of Louisiana						
New Orleans Canal and Banking Company						
Total						
FREE BANKS.						
Merchants' and Traders' Bank						
Bank of New Orleans						
Union Bank of Louisiana						
Southern Bank of Louisiana						
Bank of America						
Commercial City Bank						
Crescent City Bank						
Merchants' Bank						
People's Bank						
Hibernia Bank						
Bank of Lafayette (no report)						
Total						
Total						

BANKS.	Total.	Current Funds.	Specie.	Circulation.	Due by Other Banks.	Other Cash Assets.	Total.
Citizens' Bank of Louisiana							
New Orleans Canal and Banking Company							
Total							
FREE BANKS.							
Merchants' and Traders' Bank							
Bank of New Orleans							
Union Bank of Louisiana							
Southern Bank of Louisiana							
Bank of America							
Commercial City Bank							
Crescent City Bank							
Merchants' Bank							
People's Bank							
Hibernia Bank							
Bank of Lafayette (no report)							
Total							
Total							

REMARKS.—a Louisiana State Bonds, $6650; St. Charles Hotel Bonds, $11,855; Parish of Concordia, $12,714 28; Stock Galveston Wharf Company, $46,465 12; Stock Southern Cotton Press of Galveston, $14,503; Failsworth Spinning Company, "limited," $2429....b Consolidated City Bonds, $258,000; Jackson Railroad Bonds, $30,000....c Consolidated City Bonds, $178,845; State Bonds, $1000; Southern Railroad Company Bonds, $12,880....d United States Five-Twenties, $65,937 50; Mississippi Levee Bonds, $4387 46; Charity Hospital Bonds, $26,000; New Orleans Consolidated Bonds, $366,000....e Consolidated City Bonds, $595,000....f Bonds and Stocks, $312,767 25, description not given....g Sundry Stocks, $7580, description not given....h Merchants' Bank Stock, $18,000; Other Cash Assets, $14,839 01....i Bonds, description not given, $2,225....k Mortgage Stock Department....m Reserved Fund.

[E. & O. E.] ANTOINE DUBUCLET, State Treasurer.

SHERIFF'S SALES.

Rudolph F. Theurer vs. Constantin A. Cornet—Seventh District Court for the parish of Orleans. No. 2549.

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 31, 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. 8, on a plan drawn by Pilie, late surveyor, dated May 5th 1847, deposited in the office of L. R. Kenny, formerly notary, and measures thirty feet six inches and twenty-eight inches 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 ten inches six and a quarter lines in width in the rear, American measure, being the same property purchased by the defendant herein from William Brinker, 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,

fe28 mh15 21 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 19, 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 Rampart streets, in the First District of this city. Also, the contents of the barroom on said premises.

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

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

fe28 mh6 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. 1835.

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 18, 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 Cascalvo 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 anywise appertaining.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

fe15 mh14 18 Sheriff of the Parish of Orleans.

Theodore Bailly Blanchard vs. Eugene Willoz—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, Urquhart and Grand streets, as per plan deposited in the office of Joseph Cavillier, 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. Ceresolle, 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,

fe28 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