New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

THE COURTS.

Eighth District Court—Decision by Judge Dibble—The Right of Counsel to See Clients Accused of Crime.

In the case of W. L. Thompson, an attorney at law of this city, suing to recover damages from the city of New Orleans and Bowen, the keeper of the Workhouse, because of a refusal on the part of the latter, as agent of the former, to allow him access to a client accused of a crime, Judge Dibble has rendered a decision overruling the exception of the defendants that there was no cause of action and that the city was not responsible for the acts of said Bowen.

The judge, in his written opinion, says: That in accordance with article 992 of the Revised Statutes, "counsel for a person accused of a crime shall have free access to him at and during all reasonable hours."

That whoever violates this right must be himself responsible. It may not be proven, says the court, in this case that the plaintiff was entitled to admission at the time and under the circumstances complained of, but his allegations disclose sufficient cause of action.

Municipal corporations are responsible for the wrongful acts of their officers, if their acts are done in pursuance of a general authority. Aiott, 525. The exception was, therefore, overruled, and the defendants given five days to answer.

Sixth District Court—The Liability of a Party Making a Contract by Telegram, and Signing the Name of Another Party—A Mistrial—Noyes vs. Loeb.

Wilkes & Hall vs. Alexander Walker.—This is the title of a suit now before the Sixth District Court, involving the responsibility of a party who, it is alleged, made a contract for another party by means of a telegram to which he signed the name of the other party.

The telegram was an order for a certain number of field hands, to be delivered at Kenner Station, by parties in Virginia. It appears that, in obedience to the telegram, the hands were sent forward, but that upon arrival the contracting party declined to engage them. The plaintiffs set up that if the defendant signed the telegram without authority he is responsible, under the terms of the contract. In this case some $1100 are involved.

A mistrial in the case of Lewis vs. Pepin, for damages alleged to have arisen because of a leaky roof, a jury of the Sixth District Court, eleven in number, failed to agree. This was the case in which the judge overruled the challenge to the jury array made by counsel, and reported by us.

James O. Noyes vs. Sigmund Loeb.—Judge Cooley yesterday rendered an elaborate opinion in the above suit before the Sixth Judicial District Court, in which the plaintiff sues to annul a judgment rendered against him in this court for the sum of $1791 09, with interest, in favor of Sigmund Loeb. The judgment was attacked because it was obtained, according to Noyes' allegations, by fraud and other ill practices.

It was alleged that the note sued upon, on and for the amount of which the judgment was rendered, had been partially paid by plaintiff herein, and that his liability for the balance has been released by the payees of the note, in consideration of a certain assignment of all his property to a trustee, made by said J. O. Noyes for the benefit of his creditors.

The fraud and ill practices complained of consist of this: That Sigmund Loeb, the party who obtained the judgment sought to be annulled, was fully aware of the payments and of the release set up in the petition for nullity, and that he combined with Simon Loeb & Co., the original payees, to defraud J. O. Noyes by a fraudulent or rather fictitious transfer to him of the note; and also, that he conspired and combined with Solomon Loeb, the only witness sworn on the trial of the case of Sigmund Loeb vs. J. O. Noyes, to defraud the present plaintiff. Judgment in favor of Loeb and against the plaintiff, J. O. Noyes.

Does an Act of the Legislature go into Effect from its Passage or from the Date of Promulgation?

Wakenpath and Joseph McCeri Brothers. In this case, counsel for defendant moved to set aside attachment, on the ground that the attachment bond was not made payable to the clerk of the court, as required by the law of December 30, 1870.

The question in this case, and an important one it would seem, is whether the Legislature had the right to order that a law shall take effect from its passage and not from the date of its promulgation. Judge Cooley has taken the matter under advisement, and promises a decision at an early day.

Supreme Court Decisions.

MONDAY, March 13, 1871.

Stewart, Hyde & Co. vs. Buard & Dranguet.—From the opinion of Justice Howe in this case we extract as follows: Appeal from the district court, parish of Natchitoches. In the early part of 1867, the defendants entered into a contract with the plaintiffs, which was afterward reduced to writing and signed by defendants, by which the plaintiffs as commission merchants and factors were to furnish plantation supplies to an amount not to exceed $6000, and the defendants, planting partners, agreed to ship to plaintiffs the entire crop of their plantation, "which," to quote from the agreement, "the said Buard & Dranguet warrant to amount to four hundred bales of cotton, of four hundred and fifty pounds to the bale, and if the number falls short of that number the commission shall be paid upon the deficiency at the rate of five dollars per bale liquidated amount.

To secure payment of the advances, interest and charges on the crop, the defendants furnished their joint notes for $8000, due December 31, 1867, and each pledged as collateral certain mortgage notes, and both defendants also agreed to pay five per cent attorney's fees on any balance due and sued on. The defendants having failed to make a crop, suit was brought against them, and judgment obtained against Buard, at the January term, 1869, of the district court, for the sum of $4000. The case was continued as regarded Dranguet, the other defendant, and at the December term of the court, 1869, judgment was rendered against him. From that judgment plaintiffs have appealed, and now ask for a reversal and amendment decreeing the liability of the defendant in the full amount asked for in the petition.

The defendant pleads the following:

1. He denies having entered into the contract at the date stated, but avers that he signed the same, having been compelled to do so from force of circumstances; and that the contract is usurious and an extortion.

2. He admits the indebtedness for one-half the supplies, but objects to the commission on cotton not shipped as contrary to law.

3. He alleges error in the mortgage, which he says should have been but for $3000.

4. He pleads in compensation the one-half value of four mules, worth, as he alleges, six hundred dollars, returned to plaintiffs, and the sum of one hundred dollars for their hire.

5. He pleads also in his amended answer, that the rate of interest should be only five per cent, and reiterates the illegality of the contract entered into to pay five dollars per bale as commission on cotton which they guaranteed to ship.

1. The evidence shows that the contract was voluntarily executed by the defendant as well as by Buard. The negotiations commenced in New Orleans by conversations between the plaintiffs and Buard, and afterward with Dranguet. The written agreement was afterward prepared and sent up to the plantation. The defendant returned it with a letter objecting to the portion in regard to a commission on cotton not shipped, and threatening to settle for supplies already received, and, we presume, found some other factors. To this plaintiffs replied by letter, arguing the matter at length, and intimating that if the defendants did not choose to sign the agreement, they were at liberty to withdraw from the arrangement and find other factors, upon paying for what supplies they had actually received. Thereupon the defendants both signed the agreement, and acknowledged it to be their voluntary act, as was recorded. The defendant testified that he was forced to sign by the fact that the poverty of his partner prevented the latter from settling his share.

2. The agreement being established, it seems to follow that the clause quoted, by which the defendant warranted the crop to be four hundred bales, and agreed in effect that the plaintiffs should have $2000 commissions in any event, is binding on the appellee; the contract may have been rash, but it was not unlawful.

It is therefore ordered that the judgment appealed from be reversed, and that the plaintiffs recover from the defendant the sum of $3440, and the further sum of $174 20 attorneys' fees, with recognition of special mortgage on the property mentioned, with right to seize and sell the same.

Lizzie Taylor, administratrix, vs. W. B. Robertson and wife—Appeal from the district court, parish of West Baton Rouge. This is a suit on a mortgage note, changed from the executory to the ordinary form, against W. B. Robertson, the maker of the note, and his wife, to whom the land mortgage had been transferred in part payment of her judgment against her husband, prior to those proceedings.

From a judgment against the husband for the amount of the note, and against both, recognizing the mortgage on said land, the wife alone has appealed.

Judgment of the district court reversed and set aside, so far as affects the property of Mary Jane Robinson, and that there be judgment in her favor on plaintiff's demand for the seizure and sale of said property. Howell, J.

Carl Cohn vs. T. G. Davidson—Appeal from the district court, parish of Livingston. Judgment appealed from reversed, and plaintiff allowed judgment against defendant in the sum of $3000. Howe, J.

William Silliman, et als vs. John J. Mills, et als—Appeal from the Seventh District Court, parish of Pointe Coupee. Judgment affirmed. Wyly, J.

State of Louisiana, ex rel. Henry Train, vs. G. M. Wickliffe, Auditor, and A. Dubuclet, State Treasurer—Appeal from the Fifth District Court, parish of Orleans. The relator brought this action January 16, 1870, to compel, by mandamus, the Auditor and Treasurer to receive only lawful money of the United States, for taxes, and to set aside a special fund to pay the officers whose salaries are fixed by the constitution. There was judgment for the relator, and the State has appealed.

The question of receiving only lawful money, and not warrants, for taxes, has in this case ceased to be of any practical interest, since, by act of March 16, 1870, it is provided that only lawful money shall be received.

With the legislation that existed at the time this action was instituted, we do not think the duty of the respondents to perform the acts which the relator desired to have performed was so clear as to authorize the summary remedy of mandamus. The motion to dismiss is not well founded. Judgment reversed and petition dismissed. Howe, J.

State of Louisiana vs. George Clark—Appeal from the district court, parish of Rapides. The defendant having been indicted and tried for murder, found guilty, without capital punishment, and sentenced to hard labor for life, has appealed. Judgment affirmed. Howe, J.

Louisiana Canal and Banking Company vs. Mrs. Sophie L. Martin—Appeal from the Ninth District Court, parish of Rapides. Judgment appealed from annulled, and the case remanded for a new trial. Wyly, J.

J. C. Van Wickle, executor, etc., vs. Mary Calvin—Appeal from the district court, parish of Pointe Coupee. The question in this case is whether or not a testamentary executor can sue to set aside, as simulated and fraudulent, an act of sale of real property made by the testator, and have the property declared to belong to the succession upon the allegations that said sale was made to hinder and delay the creditors—the executor being one individually—that there are debts amounting to several thousand dollars, and that, although the deceased held a lucrative office, he, the executor, has been unable to find any money or obtain possession of any property whatever, except a small quantity of movables, inventoried at about $300.

The court holds that the sale attacked is just as much the act of the deceased as the will through which the plaintiff derives his appointment and authority. Judgment affirmed. Howell, J.

Jacob U. Payne vs. Biddy Graham—Appeal from the Thirteenth Judicial District, parish of Madison. Judgment affirmed. Taliaferro, J.

Mary B. Waddill vs. Payne & Harrison—Appeal from the Thirteenth Judicial District, parish of Madison. Judgment affirmed. Taliaferro, J.

Heirs of B. A. Landry vs. August Levert, Sr., et al.—Appeal from the Fifth Judicial District, parish of Iberville. Judgment affirmed. Taliaferro, J.

N. O'Connor vs. Police Jury of Pointe Coupee—Appeal from the district court, parish of Pointe Coupee. Judgment affirmed. Howell, J.

State of Louisiana vs. Laurent Frank. Appeal from the Fourth Judicial District, parish of St. Charles. On an indictment of murder, the defendant was tried and convicted of manslaughter, and being sentenced to the Penitentiary for ten years, has appealed.

On a motion for a new trial, it was shown that there was a separation of the jury twice during the progress of the case. In capital cases it is well settled that jurors are not permitted to separate, and that upon a separation, misconduct and abuse will always be presumed. State vs. Hounsby, 8 R. 544; State vs. Crosby, 4 A. 435; State vs. Evans, 21 A. 321.

It is therefore ordered that the judgment appealed from be set aside and annulled, and that this case be remanded for a new trial. Wyly, J.

Lewis Nanston & Co. vs. Horner, Rex & Tracy—Appeal from the district court, parish of Tensas. Judgment affirmed. Howe, J.

J. V. Sevier vs. Succession of Gordon—Appeal from the district court, parish of Tensas. The plaintiff being a judgment creditor, proceeded by rule against the executor of Gordon to show cause why succession property should not be sold to satisfy that judgment, the rule was made absolute, April 29, 1870, and the sale of succession property ordered in amount sufficient to satisfy the judgment of plaintiff. The executor has appealed. The decree of the court below must be avoided for want of jurisdiction. The matter in dispute was probate in character. It concerned strictly the settlement of the succession, and belonged to the parish court. Judgment annulled and the rule dismissed with costs. Howe, J.

Robert F. Tietgens, tutor, etc., vs. succession of Kaufer, etc.—Appeal from the district court, parish of Jefferson. Appeal dismissed. Howe, J.

Orens Capmartin vs. Police Jury of Natchitoches—Appeal from the Ninth District Court, parish of Natchitoches. Judgment reversed, and decreed in favor of plaintiff. Wyly, J.

A. Miltenberger vs. estate of James W. Pipes—Appeal from the district court, parish of Iberville. Appeal dismissed.

Louisa Lane vs. C. Roselius et al.—Appeal from the district court, parish of Natchitoches, on rehearing. Ordered, that the decree heretofore rendered by this court be set aside, and the judgment of the district court affirmed. Howell, J.

Julia A. Dixon, executor, vs. T. H. D'Armond—Appeal from the parish court of East Feliciana. Judgment affirmed. Howell, J.

A. Miltenberger vs. James Houston and wife—Appeal from the district court, parish of Carroll. Judgment affirmed. Howell, J.

J. R. Jeffrey & Sons vs. W. D. Phillips. Appeal from the Seventh District Court, parish of Pointe Coupee. Appeal dismissed.

L. A. Santon, tutor, vs. W. E. Leverich, John DeLacy, Sheriff, L. A. Santon, tutor, vs. William J. Beatty, William E. Leverich and H. S. Losee, intervenors, consolidated. Appeal from the Ninth District Court, parish of Rapides. In January, 1845, William J. Beatty and Clara Brown were married in the parish of Rapides; this marriage was dissolved by the death of Mrs. Beatty, in the fall of 1847. Her daughter, Judith Beatty, her sole surviving heir, married the plaintiff, L. A. Santon, and, in the fall of 1865, died, leaving the two minor children represented by the plaintiff as natural tutor, as her sole surviving heirs.

In behalf of these minors the plaintiff herein claims one undivided half of the plantation seized by W. E. Leverich, the judgment creditor of William J. Beatty, the sale of which he enjoins, and also claims the proceeds of the other half on the ground that Beatty was indebted to his wife, the grandmother of the minors, in the sum of $12,500 for paraphernal funds received and appropriated by him during the marriage with the said Mrs. Beatty, and the tacit mortgage securing said indebtedness bears on the property seized, and is superior in rank to the mortgage of William E. Leverich, the seizing creditor.

The plaintiff alleges that the said plantation was acquired by William J. Beatty during the marriage with his wife, Clara Brown; that at her death one-half thereof belonged to her as partner in community, there being no community debts; that the same was inherited by Mrs. Santon, from whom the minors derived title by inheritance.

The court gave judgment for plaintiff, perpetuating the injunction, decreeing the minors to be the owners of one undivided half of the plantation, and decreeing them to recover from defendant, William J. Beatty, $12,500, with five per cent per annum interest thereon from the thirty-first day of December, 1847, with recognition of mortgage upon the property of the said William J. Beatty, dating, ranking and taking effect from the seventh day of March, 1845.

The defendants and the intervenors have appealed. It is proved that the property involved in this litigation was acquired by William J. Beatty during the marriage with his wife, Clara Brown, that the minors are her grandchildren, being the issue of the marriage of Judith Beatty with L. A. Santon, and being her sole heirs, and that the said Judith Beatty died in the fall of 1847.

The title to one undivided half of the plantation seized by W. E. Leverich, the judgment creditor of W. J. Beatty, is therefore established in the minors, it being the share of their grandmother in the community which existed between her and her husband, William J. Beatty.

The claim for twelve thousand dollars paraphernal funds received and appropriated by said Beatty as alleged, is also satisfactorily established, together with the legal mortgage securing the same.

But it is contended that this mortgage was not recorded, as required by law, previous to the first of January, 1870.

The mortgage not being in the shape of a written act or judgment, Mr. Ryan caused to be recorded in the parish of Rapides, on the thirtieth day of November, 1869, the following statement, to wit:

State of Louisiana, parish of Rapides.—The statement of M. Ryan, being cognizant with the facts herein stated and of the sum received, and of all other matters pertinent to these presents, shows that Lewis A. Santon, tutor of the minors of Louisa Amelia and Clara Maria, the issue of his marriage with Judith Beatty, that they, the minors, did inherit from their mother $12,500, and bearing three per cent interest from the thirty-first of December, 1847, and to secure to them the said sum they have a tacit mortgage on a certain plantation in the State and parish aforesaid, containing about 1000 acres, and being the same plantation on which William S. Beatty now resides; they, the said minors, also claim that they derived the said property in the following manner, to wit: William J. Beatty married Clara Brown, their grandmother, in the year 1845, and that immediately after said marriage, the said William J. Beatty, received $12,500, the paraphernal property of his said wife, Clara Brown, and that the said Beatty did use and convert to his own use and benefit the said $12,500; and that the said Clara Brown, the wife of the said William J. Beatty, died in the year 1847; and the said minors further claim that they are entitled to be reimbursed the said sum, with interest from judicial demand.

Sworn and subscribed before me this, the thirtieth day of November, 1869.

MICHAEL RYAN.

J. H. C. BARLOW, Probate Judge.

We regard the registry of this written statement, detailing the facts and circumstances under oath of the claim in which the legal mortgage of the plaintiff is based, as a substantial compliance with the first and eighth sections of act No. 95 of the acts of 1869, entitled "An act to carry into effect article 128 of the constitution, and to provide for recording all mortgages and privileges."

The mortgage asserted by the plaintiff is not the mortgage of a minor against his tutor, which the act referred to requires to be registered according to sections two and eleven of said act, but it is the mortgage accorded by law to secure the claim of a married woman for paraphernal funds received and appropriated by her husband.

The plaintiff claims by inheritance the debt and the mortgage due by William J. Beatty to his wife Clara Brown, and in this proceeding seeks to recover the same.

We think the certified copy of the statement was properly received to prove the registry, and that the bill of exceptions to the ruling of the court receiving it was not well taken. We see no error in the judgment. Judgment affirmed. Wyly, J.

J. A. S. Beckham vs. John Henderson, heirs of A. D. Palmer, warrantors—Appeal from the district court of East Feliciana.

In the year 1831 or 1832, John A. Beckham, the father of plaintiff, married Jane Coleman, who died in 1836, leaving an infant child, Rosana Jane Beckham. On the first of November, 1838, he married Lucy L. Smith, who died on the second of March, 1841, leaving no other descendant but plaintiff; and, in September of the same year, plaintiff's father also died, leaving but the two children, to wit: Rosana, by his first wife, Jane Coleman, and plaintiff by his last wife, Lucy Smith. In the year 1852 Rosana died, being at the time of her death about fifteen or sixteen years old. The plaintiff claims that his father purchased this land during the lifetime of his first wife, Jane Coleman, and at her death, Rosana, her only surviving child, became the owner of an undivided half of the same; and at Rosana's death plaintiff inherited all of her rights. It is not claimed that plaintiff or his half sister, Rosana, was ever divested of the title to this land by any proceeding contradictory with either of them; but the answer alleges that the defendant purchased the land from A. D. Palmer on the twentieth of March, 1853; that A. D. Palmer purchased from Adam Palmer on the seventh of May, 1849, and that Adam Palmer purchased it at the probate sale of John A. Beckham, deceased, and that the same was sold, under a regular decree of the court, to pay debts. This probate sale was made on the first of July, 1848, and the land was sold as the property of John A. Beckham, deceased.

The case was submitted to a jury, whose verdict is embodied in the decree of the court, recognizing the plaintiff as the owner of one undivided half of the land, and fixing the value of the improvements at $1000, one-half of which was to be paid by plaintiff.

There was judgment in favor of defendants against the warrantors for $2530, and both the defendant and the warrantors demand, ranking from the date of the reception of said sum as set forth.

In argument they rely upon the following grounds of defense for a reversal of the judgment:

1. Prescription of ten years.

2. That their title to the entire tract of land is perfect, they having in good faith purchased the same at judicial sale, made under and in conformity with a decree of a court having jurisdiction.

1. Upon the point of prescription they urge that the plaintiff was twenty-seven years old when the suit was filed, and that six years of prescription had unquestionably accrued in favor of appellants; that from the death of Jane Coleman, in 1836, until 1845, when the statute was passed which, by operation of law, accepted the succession for plaintiff, with benefit of inventory (act of 1855, 141), her succession was vacant; that prescription runs against a vacant succession; that Adam Palmer bought and entered into possession, July 1, 1848, and that six years and eight months elapsed before the legal acceptance of the succession for the plaintiff by the act of 1855; that this acceptance did not interrupt, but suspended prescription; and that, therefore, adding the two periods together, we have twelve years and eight months of time, during which prescription ran, between the possession of Adam Palmer and the beginning of the suit.

The answer to this ingenious but unsound argument is, that the succession of Jane Coleman is not vacant, as contended for.

The authority cited to prove that it was, Poultney vs. Cecil, 8 Louisiana, 321, was decided under the code of 1808. If that code were still in force, the defendant's syllogism would be less defective.

But under the code of 1825, the heir becomes seized of the possession by operation of law, from the moment it is opened by the death of the ancestor, before taking any steps to put himself in possession, or expressing any willingness to accept, and even though ignorant that the succession has been opened in his favor (Civil Code, 934—939) and therefore, in the case of Calvit vs. Mulholland, the facts of which were practically identical with those in the case at bar; it was held that prescription was suspended by the fact of minority after June 20, 1825, the date of promulgation of the latter code. The plea of prescription must therefore fail.

2. Upon the second point the appellants urge that the property in dispute was inventoried as the property of John A. Beckham; that his administrator applied for and obtained a decree to sell the same to pay debts; that the decree came from a competent court; that the sale was made and Adam Palmer became the purchaser; he sold to A. D. Palmer, and A. D. Palmer to the present possessor, John Henderson, and that this decree, under which the probate sale was made, protects the purchaser in such a way as to give him title not only to the portion of the land which belonged to John A. Beckham's succession at the moment of sale, but to the portion which at that moment belonged to some one else; and in support of this position we are referred to the case of Labaune's heirs vs. Moreau 13 La. 431, and to other cases which follow the principle there settled.

We do not understand the decision cited, and the numerous decisions which have been based upon it, to settle any other principles than these: That informalities prior to a decree would not cause it to be a nullity, the court having jurisdiction, and that such a decree cures preceding irregularities, and as to them, protects the purchaser. But we have not been referred to any authority, nor do we think any ought to exist, declaring a decree of sale in the succession of A., and a sale thereunder of property which belongs, not to A.'s successor, but to B., can preclude B. from showing the facts and recovering his own. Jugment affirmed. Howe, J.

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CORPORATIONS.

CHARTER.....CHARTER

STATE OF LOUISIANA, PARISH OF ORLEANS, CITY OF NEW ORLEANS.

Be it known that on this sixth day of March, in the year of our Lord one thousand eight hundred and seventy-one, before me, Thomas Jefferson Beck, a notary public in and for the parish and State aforesaid, domiciliated in said city of New Orleans, duly commissioned and qualified, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared the parties whose names are subscribed hereto, who severally declared that, availing themselves of the provisions of the laws of the State of Louisiana relative to the organization of corporations in the said State, they have covenanted and agreed, and do by these presents covenant and agree and bind themselves and those whom they represent to form themselves into and constitute a corporation for the objects and under the stipulations and articles following, to wit:

ARTICLE I.

The name and style of this corporation shall be the New Orleans, Florida and Havana Steamship Company. The place chosen for its domicile is the city of New Orleans, in the State of Louisiana. Said corporation shall have and enjoy succession by its corporate name; shall contract, sue and be sued; shall have power and authority to make and use a corporate seal having for a device the coat-of-arms of the United States, and for an inscription the name of the corporation. It shall hold, receive, purchase, sell and otherwise convey under its corporate name, property both real and personal, movable and immovable; shall name and appoint such managers, directors and officers as its interest and convenience may require; it shall make and establish such by-laws, rules and regulations for the proper management of its business and affairs as may be necessary and proper; and shall possess generally all such powers and privileges as are given by law to corporations.

ARTICLE II.

The object and purpose of the company are declared to be the navigation by steam of the Gulf of Mexico, the Atlantic Ocean, and the rivers, bays, sounds and waters adjacent or tributary thereto, between the following ports: New Orleans, Louisiana; Cedar Keys, Florida; Key West, Florida; Havana, Cuba; or between any two or more of them or any other ports or places upon the coast of the Atlantic Ocean, the Gulf of Mexico, or the waters tributary thereto, together with the ports of the West Indies, and connecting with any rail or water line or lines from or to any such ports, by building or fitting out, equipping, fitting, purchasing, chartering, navigating, and owning, vessels to be propelled solely or partially by the power or aid of steam, or by wind or otherwise, to be used in all lawful commerce and navigation between the ports aforesaid, or between any such of them as in the judgment of the directors of this company may be expedient, and upon the ocean and seas, and for the transportation of passengers, freights and mails thereon, between said ports; and to acquire and hold real or personal property for its own proper use and benefit.

ARTICLE III.

The president of the company is hereby designated as the officer on whom citation notices and other legal process may be served.

ARTICLE IV.

The capital stock of the company is hereby fixed at the sum of two hundred and fifty thousand ($250,000) dollars, divided into two thousand five hundred shares of one hundred ($100) dollars each, twenty-five per cent of which shall be paid in cash at the time of signing this charter, and the remainder in such manner as the Board of Directors shall hereafter determine. Any share or shares of stock of said company, in which any installment shall remain due and unpaid for fifteen days after the day fixed by the Board of Directors for the payment of said installment, together with all the partial payments that may have been made on said stock shall, ipso facto, become forfeited to said company.

ARTICLE V.

This corporation shall exist for the term of twenty-five years, unless sooner dissolved as provided for in Article IX of this charter.

ARTICLE VI.

The powers of the corporation are vested in the President and Board of Directors, consisting of seven stockholders, who shall be elected annually on the third Thursday of the month of February in each year, by the stockholders, at such place in the city of New Orleans as may be selected, after ten days advertisement in at least two newspapers published in the city of New Orleans. Any stockholder shall be eligible as a director, provided that ten shares of the stock of the company is owned by him or his commercial firm. All elections of directors shall be by ballot, and held under the superintendence of a committee of three stockholders, to be appointed by the Board of Directors outside of their own body. Every bona fide owner of stock shall be entitled to only one vote for every share owned by him, her or them, up to the number of two hundred and fifty shares, but shall be entitled to only one vote for every three shares owned by him, her or them, in excess of said amount of two hundred and fifty shares; provided that no person shall be entitled to vote on any share or shares of stock that have not stood in his, her or their names on the books of the company for sixty days prior to any such election. Every stockholder to be entitled to vote at any election, by proxy, provided the authority be in writing.

ARTICLE VII.

The company shall commence operations whenever one hundred and fifty thousand ($150,000) dollars of the capital stock thereof shall have been subscribed. No certificate of stock shall be issued until the same shall have been fully paid up, and no transfer of less than one share of the capital stock thereof shall be made on the books of said company.

ARTICLE VIII.

No stockholder shall ever be liable or responsible for the contracts or faults of this corporation in any further sum than the unpaid balance due to the company on the shares owned by him; nor shall any mere informality in organization have the effect of rendering a charter null, or of exposing a stockholder to any liability beyond the amount of his stock.

ARTICLE IX.

Three-fourths of the stockholders in capital, at a general meeting to be convened for that purpose, after thirty days notice in two newspapers, shall have the power to make any modifications, additions or changes in this act of incorporation, or to increase its capital, or to dissolve it; and for this purpose any holder of certificates of stock to the value of one hundred dollars shall be considered a stockholder, and shall vote, as prescribed in article six, and any and all such modification, addition, change or dissolution shall be rendered as required by law.

ARTICLE X.

At the expiration of the term of this act of incorporation, or at its earlier termination, as provided in the preceding article, the affairs of the company shall be liquidated, its debts and all other liabilities paid, and the balance of its funds, if any, shall be divided pro rata among the stockholders, under the charge and superintendence of three commissioners, to be appointed by the Board of Directors, who shall continue to act until the business of the company shall be entirely closed and liquidated; and in the case of the death of either one or two of them, then the survivor alone shall act.

ARTICLE XI.

The Board of Directors of this company shall elect annually at their first meeting a president, and they shall also elect such other officers, clerks or agents as shall be necessary to carry out the business and objects of said company, for such time as they may choose; they shall fix the salaries of all officers, and the amount of security to be required from each. The board shall have power to fill vacancies caused by death, resignations or insolvency of any of its members, and shall accept substitutes for any of its members at their request who may be absent, provided this power to act be in writing.

The following named seven persons shall constitute the first Board of Directors, and they and all future boards and presidents shall hold their seats until their successors shall have been elected and qualified in accordance with article six.

ISAAC N. MARKS, MAGIN PUIG,
JULIUS VAIRIN, PAUL FOURCHY,
WILLIAM P. CLYDE, ISAAC K. ROBERTS,
JOSEPH H. OGLESBY.

ARTICLE XII.

The principal object of this company being the transportation of mails, freights and passengers between the ports of New Orleans, Louisiana, Cedar Keys and Key West, Florida, and Havana, Cuba, the steamers and other vessels belonging to the company shall not be used for any other purpose for a period longer than thirty days, if objected to by stockholders representing one-third of the capital stock.

This done and passed at my office, in the city of New Orleans, in the presence of William B. Kleinpeter and Algernon S. Beck, witnesses of lawful age, domiciliated in this city, who sign these presents as such, together with the said appearers, and me, the said notary, on the day and date first afore written.

For names and amount of stock subscribed, reference is made to original act of incorporation.

(Original signed)

W. B. KLEINPETER.
A. S. BECK.
THOMAS J. BECK,
Notary Public.

A true and correct copy of the original act of incorporation of record in my office.

THOMAS J. BECK,
Notary Public.

New Orleans, March 13, A. D., 1871.

I, the undersigned, Recorder of Mortgages for the city and parish of Orleans, State of Louisiana, do hereby certify that the foregoing act of incorporation has been this day duly recorded in book society No. 8, of this office, in accordance with law.

C. DARCANTEL, Deputy.

New Orleans, March 13, 1871. mh14 21 28 apl 11

AUCTION SALES.

By R. M. & B. J. Montgomery.

JUST RECEIVED AND FOR SALE BY

R. M. & B. J. MONTGOMERY,

No. 87 Camp Street.

500 Life Preservers.
1000 common Bedsteads.
500 six-foot Cottage Beds.
400 seven-foot Cottage Beds.
1500 dozen cane-seat Chairs, in boxes.
500 dozen knock-down Wood Chairs.
1500 dozen assorted Chairs and Rockers Set.

Also, a large and well-selected stock of PARLOR, BEDROOM, DINING-ROOM AND HALL FURNITURE, FRENCH AND GERMAN PLATE GLASSES. mh5 1w

SALE ON TWELVE MONTHS BOND.

VALUABLE IMPROVED SECOND DISTRICT PROPERTY AT AUCTION,

TO THE HIGHEST BIDDER.

SUCCESSION OF AARON HARRIS—No. 33,113.

BY R. M. & B. J. MONTGOMERY, B. J. Montgomery, Auctioneer—Will be sold on SATURDAY, April 1, 1871, at twelve o'clock M., at the St. Charles Auction Exchange, basement St. Charles Hotel, by virtue and in pursuance of an order of the Hon. Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated July 24, 1870, No. 33,113 of the docket of said court—

A CERTAIN LOT OF GROUND, together with the buildings and improvements thereon, consisting of a three-story brick residence known as No. 25 Bourbon street, situated in the Second District of this city, in the square bounded by Bourbon, Customhouse, Bienville and Dauphine streets, measuring 27 feet six inches, English measure, front on Bourbon street, by 120 feet in depth, French measure.

Terms and Conditions of Sale—The above property not having brought its full appraised value on Saturday, March 11, 1871, will be sold to the highest bidder for what it will bring, on a credit of twelve months. The purchaser to give his bond, dated from the day of sale, at twelve months, bearing five per cent interest, with good security, to be approved by the representative of the estate. The amount of cost, say $500, to be paid in cash, and deducted from the price of adjudication. The property to be mortgaged to the amount of the bond, and kept insured, and policy transferred to the estate.

Act of sale, including the revenue stamps, at the expense of the purchaser, before P. Charles Cuvillier, notary public. mh14 1 2 25 31 apl

HOUSEHOLD FURNITURE, PIANOS, CARPETS, ETC., AT AUCTION.

BY R. M. & B. J. MONTGOMERY, AUCTIONEERS.—Will be sold on every SATURDAY, TUESDAY, and THURSDAY, at the Old Auction Mart, 87 Camp street, at eleven o'clock—

A GENERAL ASSORTMENT OF NEW and SECOND-HAND FURNITURE, such as Rosewood, Mahogany and Walnut Bedsteads, Armoirs, Bureaus, Washstands, Parlor Furniture, Marble Top Centre Tables, Carpets, French Plate Mirrors, Mattresses, Cooking Stoves, etc.

ALSO.

A large invoice of Cottage Beds, Cane and Wood Seat Chairs. Also, Upright and Square Pianos of Pleyel, Pavre and other manufactories.

ALSO,

AN IMMENSE STOCK OF NEW FURNITURE of all description at private sale.

Terms—Cash. no9

By Alfred Bouligny.

SUCCESSION OF WIDOW J. VALIENNE.

Second District Court for the Parish of Orleans—No. 33,252.

BY ALFRED BOULIGNY, AUCTIONEER—Office No. 34 Carondelet street, back office. Will be sold at auction, on SATURDAY, March 18, 1871, at 12 o'clock M., at the St. Charles Auction Exchange, in the rotunda of the St. Charles Hotel, ground floor, St. Charles street, between Common and Gravier streets, by virtue and in pursuance of an order from the Hon. Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated February 1, 1871, No. 33,252 of the docket of said court, the following described property, situated in the Third District of this city, belonging to the succession of widow J. Valienne, to wit—

ONE LOT OF GROUND, situated in square bounded by Levee, Jumonville, Adams and Monroe streets, designated by the number three, measuring, American measure, 33 feet, 3 inches and 6 lines, front on Levee street, 149 feet 9 inches in depth on the side toward Adams street, 153 feet, 10 inches and 7 lines on the other side line toward