New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

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THE COURTS.

Supreme Court.

The Supreme Court of the State of Louisiana, which now stands adjourned, will be in session again on Monday next, the twenty-seventh instant, at which time they will read opinions, and city cases will be called by the clerk for the second week in April.

United States Circuit Court—Hon. W. B. Woods Presiding.

In the case of the United States vs. John Thompson.—The defendant and his sureties having failed to appear, it was ordered that the recognizances be declared forfeited, and that the defendant as principal, with J. Maroney and W. J. Thompson as sureties, be condemned *in solido* to pay the penalty of the bond, $2000. Similar judgments were rendered in the cases of the United States vs. Pedro Virel, and the United States vs. William Squires and Fred Saybrook.

In the case of J. S. Wilde, Jr., & Co. vs. Thomas C. Payan and H. L. Zebal, judgment was rendered on motion of attorneys for plaintiffs and on suggesting to the court that a duly attested and judicial confession had been made by the defendants in favor of plaintiffs for the several sums named in said confession.

The following is the charge to the jury by Judge Woods, of the United States Circuit Court, yesterday, in the case of Edmund T. Allen, assignee in bankruptcy, of Isaac Hockaday, vs. Leon Levy and Hoffman, Marks & Co.:

Gentlemen of the Jury: The plaintiff as assignee in bankruptcy of one Isaac Hockaday brings this action against the defendants to recover the price and value of a stock of goods alleged to have been sold by Hockaday to defendants in the month of May, 1870.

The plaintiff bases his right to recover on these asserted facts: That Hockaday contemplating insolvency, and with intent to hinder, delay and defraud his creditors within four months next before the declaration of his bankruptcy, and with intent to prevent his property from coming into the hands of his assignee, and to prevent its distribution among his creditors under the bankrupt act, and to evade and defeat the provisions of said act, disposed of said stock of goods to defendants, who have converted the same to their own use. That said sale or transfer was not made in the usual or ordinary course of business of said Hockaday, and that the defendant at the time had reasonable cause to believe that said Hockaday was insolvent and acting in contemplation of insolvency, and that said disposition of his property was intended to defeat or impair the operation of the bankrupt act, and prevent his property from coming to his assignee.

The defendants file a general denial of the allegations of the petition. Hoffman, Marks & Co. deny specially that Hockaday made any sale to them or that they purchased the said stock of goods or any part thereof.

Leon Levy substantially admits the purchase of the goods from Hockaday, but denies that at the time of the purchase he had any cause to believe that Hockaday was insolvent or contemplated insolvency, or that he intended to impair or defeat the operations of the bankrupt law, or to prevent his property from coming to his assignee in bankruptcy.

The issues submitted for your decision are therefore,

1. Were Hoffman, Marks & Co. parties with Leon Levy in the purchase of the goods from Hockaday? and

2. Had the purchaser or purchasers reasonable cause to believe, at the time of the alleged sale, that Hockaday was insolvent or contemplating insolvency, and that the sale was made to defeat or impair the operation of the bankrupt act, and prevent his property from coming to his assignee.

Upon the first point I instruct you that in order to a recovery against Hoffman, Marks & Co., you must be satisfied from the proof that they were parties in interest in the purchase of the goods. If the purchase was made by Leon Levy alone, on his own account, and for his own profit and advantage, then, even though it may appear that Hoffman, Marks & Co. assisted him in making the purchase by the loan of money, or by taking part in the treaty that preceded the sale to Levy, then Hoffman, Marks & Co. would not be liable in this action. If, on the other hand, you should be satisfied from the proof that Hoffman, Marks & Co. were in fact interested with Levy in the purchase of the goods, that it was a joint venture on their part with Levy, and they were to receive a share of the profits of the transaction, if any, or bear a share of the loss, if any, in that case, even though the sale was nominally made to Levy, yet Hoffman, Marks & Co. would also be purchasers, and would be jointly liable with Levy for the value of the goods, if the plaintiff should succeed in establishing the other point in dispute between the parties.

To reach a satisfactory conclusion upon this point of the case, you will consider all the direct and circumstantial evidence which must be still fresh in your minds.

If you shall find upon this issue for Hoffman, Marks & Co., then you can lay them out of your further deliberations, and it will be your duty to return a verdict in their favor, even though they knew that Hockaday was insolvent, and was attempting to evade the provisions of the bankrupt act at the time of the sale. For, if they were not directly or indirectly parties to the purchase of the goods, they can not be made liable in this form of action.

Having disposed of this branch of the case, you will next address yourselves to the inquiry: Did the purchaser or purchasers of this stock of goods have reason to believe, at the time of the purchase, that Hockaday was insolvent, or contemplating insolvency, and that his purpose was to evade or impair the operation of the bankrupt act?

If you find the affirmative of this proposition then the law declares the sale fraudulent and void, and the plaintiff is entitled to recover of the purchaser or purchasers. If, on the other hand, you find the negative of this proposition to be true, then, even though Hockaday may have been insolvent, and although he made this sale to defeat his creditors and to evade the provisions of the bankrupt act, still the plaintiff ought not to recover.

To enable you to reach a satisfactory conclusion upon this question whether or no the sale was a fraudulent one under the bankrupt act, and therefore void, there are certain rules of evidence to which it is proper I should call your attention.

Fraud is never presumed. It must be established by proof. But the proof need not necessarily be direct and positive. It may be circumstantial.

You will scrutinize the evidence in this case and endeavor to ascertain from all the facts proved whether or not the purchaser or purchasers of these goods had the reasonable cause to believe that Hockaday was insolvent and had the purpose of evading the bankrupt act; and in this connection it is proper for you to consider and determine what facts came to the knowledge of the purchasers at or before the time of sale, and whether they were sufficient to give them reasonable cause to believe that Hockaday was insolvent and that his purpose was to evade the provisions of the bankrupt act.

It is not necessary, in order to a recovery, that the plaintiff should show that the defendants knew of the insolvency and the fraudulent purpose of Hockaday, nor to show that they actually believed him to be insolvent and contriving to avoid the provisions of the bankrupt act. The actual belief of the purchaser as to the solvency of the seller is wholly immaterial. The only inquiry which, under the statute, is relevant to this issue is whether, in view of all the facts and circumstances which were known to the purchaser concerning the business and pecuniary condition of the seller in connection with the time and mode of transfer of the property, the place where sold, he, as a reasonable man, acting with ordinary prudence, and sagacity, and discretion, had good ground to *believe* the debtor was insolvent, and was acting with the purpose to evade the provisions of the bankrupt act. It was not intended by the statute to make the actual knowledge or belief of the party concerning the solvency of the debtor one of the standards by which to test the validity of a transfer of property by him.

Insolvency does not mean an absolute inability to pay one's debts at a future time upon a settlement and winding up of all a trader's concerns, but a trader may be said to be in insolvent circumstances when he is not in a condition to pay his debts in the ordinary course of business, as persons carrying on trade usually.

The bankrupt act has established a rule of evidence to which it is necessary for you to apply, in order to enable you to pass upon this branch of the case. It is this: I quote the language of the law: "If such sale, assignment, transfer or conveyance (referring to a conveyance by an insolvent to defeat the provisions of the bankrupt act) is not made in the usual course and ordinary course of business of the debtor, the fact shall be prima facie evidence of fraud."

Under this provision of this statute, if the plaintiff has satisfied you that the sale of the goods in question was made by Hockaday out of the usual and ordinary course of his business, then the law presumes that the purchasers of the goods had reasonable cause to believe that Hockaday was insolvent, and was attempting to evade the bankrupt law, and declares the sale to be fraudulent, and therefore void. This presumption may, however, be rebutted by proof that the purchasers did *not* have reasonable cause to believe that the seller was insolvent, and acting in fraud of the bankrupt law. But if the plaintiff has shown that the sale was not made out of the usual course of business of the seller, the burden of proof is on the purchaser to establish the bona fides of the sale.

In order to ascertain whether the sale was, in fact, made out of the usual and ordinary course of the business of the seller, you will look into the evidence, and bring to your aid the results of your own observation and experience as men of business and affairs. Inquire whether or not the sale made by Hockaday was in the usual and ordinary course of business of men engaged in the same line of business as the seller. If it was not the buyers are charged with notice of all the facts necessary to establish a fraudulent sale, and the law declares the sale fraudulent unless the buyer on the other hand has established by proof his want of knowledge or notice of the condition and purposes of the seller.

If the plaintiff should have failed, in your judgment, in proving that the sale was made out of the usual and ordinary course of business of the seller, you will, nevertheless, inquire whether by other proof he has established that the sale was made to purchasers who had reasonable cause to believe that the seller was insolvent, and acting to defeat the bankrupt act. For a man may in the usual and ordinary course of his business make a fraudulent sale, and if the purchaser has reasonable cause to believe the sale to be fraudulent, it would be void, although made in such usual and ordinary course of business.

You will scrutinize all the facts regarding the sale in order to reach a true decision. If you shall find that the property was sold at a price greatly below its real value, that would be a circumstance proper for you to consider, in reaching a conclusion upon this point. Mere inadequacy of consideration, unless extremely gross, does not prove fraud; but great inadequacy is a circumstance which you should look to as throwing light upon this branch of the controversy.

You are the sole judges of the credibility of the witnesses, and the weight of testimony, controlled, however, by the rules of evidence. Among these rules are—

1. That a party is not allowed to impeach his own witness. When one of the parties to an action puts a witness upon the stand, that amounts to an admission that the witness, in respect to his character for truth and veracity, is entitled to be believed, and the party so producing the witness cannot impeach that character. He is not, however, bound by all the facts which that witness testifies to, but he may, if he can, disprove such facts by other evidence.

2. When a witness is a party or interested in the result of the suit, the law says that you may take that fact into consideration in determining what weight you will give to his testimony. It is a result of human experience that men are often influenced in giving testimony by their interest and feelings, and it is your province to say how far they are so influenced, and to decide how far they are entitled to belief.

3. These remarks apply to the case of a witness who testifies under the restraint imposed by fear of a criminal prosecution or any other strong motive.

In a word, where witnesses are interested in the result of the suit, or their testimony is given under any temptation to deviate from the truth, it is your duty to scrutinize this evidence with most anxious care, so as to determine what weight it is fairly and justly entitled to.

Guided by these principles you will examine the testimony and endeavor to reach a true verdict upon the issues presented to you.

If you find that Hoffman, Marks & Co. were not parties to the purchase of the goods from Hockaday, and were not interested directly or indirectly therein you will return a verdict in their favor, even though you may find on the other issue against Leon Levy, and feel it your duty to return a verdict against him.

Having determined who were in fact the purchasers of the goods, you will then consider whether under the rules of evidence I have laid down such purchasers had, at the time of sale, reasonable cause to believe the seller insolvent or contemplating insolvency, and that his purpose in making the sale was to evade or defeat the provisions of the bankrupt law.

If you find the affirmative of this issue, your verdict will be against the purchaser or purchasers. If you find Hoffman, Marks & Co. to have been purchasers in the sense I have explained to you, your verdict will be against all the defendants, otherwise against Leon Levy alone.

If you find the negative of this issue, your verdict will be generally for the defendants.

A few words as to the amount of your verdict in case you find for the plaintiff:

Your verdict should be for the reasonable value of the goods in this market, with interest from the date of sale, subject to such deductions as you may determine ought to be made under the instructions I am about to give you.

If the goods were enhanced in value by transportation to this market by an amount equal to or greater than the cost of transportation, then you will deduct from the estimated value of the goods in this market the amount of such cost, provided you are satisfied such cost was paid by the defendant.

If you are satisfied from the proof that the identical proceeds of these goods have gone into the hands of the assignee in bankruptcy of Hockaday for distribution under the bankrupt act, then you will deduct the amount so paid to him from the value of the goods as you shall estimate it.

If you shall find that these deductions ought to be made, and after making them there remains a balance, your verdict will be for such balance with interest. If, on the other hand, you shall, under these instructions and the evidence not make any deductions, the verdict will be for the entire value of the goods with interest.

Eighth District Court—The Contested Election Cases—Another Mandamus Against the State Board of Liquidators.

Joseph Liado vs. J. T. Jackson, and P. A. Fortier vs. Ad. Buck.—These cases were tried before his Honor Judge Dibble, yesterday, and were productive of no little amusement. In the former the Democratic candidate for Coroner for the Second and Third Districts contested the election of Dr. Jackson, the incumbent, and in the latter the Constable of the Fourth Justice Court, elected on the Republican ticket, found a Democratic contestant. The cases were tried together. Charges of gross frauds, stuffing ballot-boxes, improper counting, illegal refusal of registration papers, etc., were gravely set forth in both cases, but the mountain became a molehill, and a very diminutive one, as soon as the judicial nose was directed to the investigation.

It seems that the powers that be in the Democratic organization, finding that all their adherents could not get a chance to vote according to law, and being unwilling to deprive them of the precious privilege, dear to every Democratic voter, of voting early and often, provided for the rejected ballot-boxes throughout the city, where the faithful could vote if they hadn't the papers enabling them to put in their ballots in the regular way. It was supposed that the faithful had largely availed themselves of the privilege, and as Doctor Jackson had only ten hundred and odd majority, (1077?) and Mr. Buck but about seven hundred, it was confidently expected that the Democratic ballot-boxes would show a handsome majority. Why they didn't is a mystery. They were brought in, something under a hundred in number, and duly examined, the judge, clerk, sheriff and attorneys participating in breaking the seals and covers of the neat receptacles. After some labor and the manufacture of a considerable quantity of kindling wood, a careful count was had and some one hundred and eighty votes were found. Counsel for plaintiff incontinently discontinued his cases, and the charges of fraud, etc., vanished into thin air.

Mr. Jules A. Blanc, representing himself and others, has applied for a mandamus, in the Eighth District Court, against the State Board of Liquidators, to compel them to issue bonds for $27,924 worth of State warrants. The allegations in the petition for the writ are similar to those brought forward by Messrs. Samuel Smith & Co. and the Messrs. Levy.

Second District Court—Interesting Decisions by Judge Duvigneaud.

Peter Platz and Mary Platz vs. Henry Weiser, testamentary executor of Elizabeth Pletz, his wife.

The plaintiffs are the father and mother of the decedent, and claim one-third of the property composing the succession of their daughter.

By the will left the husband was appointed testamentary executor and universal legatee. The decedent died without issue. The father and mother claim one-third of the estate under article 148, C. C., which reads: Donations *inter vivos* or *mortis causa* cannot exceed two-thirds of the property if the disposer, having no children, has a father or mother, or both.

Article 1482 (same code) says: "In the cases prescribed by the last two preceding articles, the heirs are called forced heirs, because the donor cannot deprive them of the portion of his estate reserved to them by law."

The status of the plaintiff having been admitted, and the ground of defense—that they were only entitled, under the laws of Louisiana, to one-fourth of the estate, as deceased left brothers and sisters—having been declared untenable, and considering 1181 and 1182, C. C., the court adjudged the plaintiffs entitled to one-third of the estate, as claimed.

Succession of Eliza Evans.—Lewis and Robert L. Evans, of the State of Mississippi, have filed a petition, in which they allege that they are the lawful children of Thomas Evans, issue of his marriage with their mother, said Thomas Evans having departed this life many years ago; that Eliza Evans was the sister of their father, and departed this life in this city, in January, 1871, unmarried, and without issue or ascendants, and that she left a nuncupative will by notarial act before S. Magner.

They further allege that Magdalene Evans is named therein as testamentary executor, with seizin, and has opened the succession in this court; that by said will deceased attempted to leave her property to three of the Evans, under the idea that they were her lawful nieces and nephews, but that the truth is they are illegitimate children of her brother, Robert C. Evans, and not capable of inheriting under the law, either by blood or as children, or as nephews and nieces, and are each *nullius filius* and of kin to nobody; that they have no ancestors from whom descends any inheritable blood, or from whom any can be derived, and they can not take as such legacies under the will; that they were born out of wedlock, and that they have never been acknowledged according to law, so as to capacitate them to inherit as children of anybody, and that it is against the policy of the civil law to recognize them as such.

Defendants set up no cause for action, and the court agreed with them for the following reasons:

1. That there is no law in Louisiana prohibiting bastards or incestuous children, illegitimate children, recognized or not, from inheriting by testament from any one except from their father and mother.

Article 1483 (old Civil Code) says, where there are no legitimate descendants, and in case of the previous decease of the father and mother, donations *inter vivos* or *mortis causa* may be made to the whole amount of the property of the disposer. See Marcade on article 908, Code Napoleon, note 508 bis, Troplong, No. 1028, v. 2, p. 214, says, etc., etc. Article 1456 (old Civil Code) says all persons may dispose of or receive by donation *inter vivos* or *mortis causa*, except such as the law declares incapable. The prohibition as to bastards relates entirely to their father and mother, and not to any one else.

Although the defendants may not have been recognized by their father, yet it was a fact known by the testatrix that they were the children of her mother, inasmuch as she so expresses it in her will.

It is a well settled jurisprudence in the State of Louisiana that bastards or illegitimate children can not inherit from the relations of their father and mother when they die intestate; such is not the case here. Plaintiff's petition dismissed with costs.

Letters of Administration.

W. F. Perkins has applied for letters of administration upon the estate of his brother, F. W. Perkins, lately deceased.

Seventh District Court—Interesting Decision by Judge Collens.

James Brewer vs. Edward J. Gay and others.—On the fourth of November, 1865, A. D. Kelley acknowledging himself indebted to Dr. J. C. Patrick, in the sum of $80,000, drew forty-eight notes, representing, together, the debt and interest, and to secure payment, etc., executed a mortgage on his property in favor of said Dr. Patrick, "and any future holder or holders of said notes."

The defendants having become holders of some of these notes have sued Kelley, and the property having been sold on the writs of other creditors, the plaintiff Brewer institutes the suit, alleging:

1. That at the date of the mortgage he was one of Kelley's creditors, and shortly afterward recovered and recorded a judgment due him for the sum due him.

2. That the mortgage to Patrick was a mere simulation.

3. That it was granted with intent and design to cover the property of said Kelley from the pursuit of his creditors.

4. That Kelely retained possession and control of the notes, and disposed of them after the date of the mortgage. 5. That they were so disposed of after the recording of Brewer's judicial mortgage.

6. That the holders had in law knowledge of said simulation.

7. And that plaintiff is entitled to be paid in preference to them out of the proceeds of that sale, the act of mortgage being null and void as to him, and of no force and effect against him.

The defendants in the respective answers to interrogatories propounded by plaintiff, have, under oath, disclosed the time, manner, consideration and derivation of their title to the notes held by them respectively.

From the answers and other testimony and documents in the record it appears, first, that the clause in the act of mortgage, whereby A. D. Kelley "declared that he was justly and truly indebted unto Dr. J. C. Patrick in the sum of $80,000," was incorrect; second, that the other clause reciting the mortgage notes as being given "to represent that debt" was also untrue. Dr. Patrick had claims on Kelley, but they were considerably less than the sum declared.

Dr. Patrick, to accommodate Kelley, had loaned him certain notes, drawn by himself (Dr. Patrick) which Kelley had transferred to others, and was bound to redeem and return. Two of the defendants, E. J. Gay and the Canal and Banking Company, acquired the notes they hold from Dr. Patrick or the representatives of his estate.

The consideration they gave was some of the notes drawn by Dr. Patrick, and which Kelley had pledged. They surrendered these notes to Dr. Patrick's agent, or widow, and took the mortgage notes instead.

Judge Collens holds that the burden is on him who alleges simulation or no consideration to prove this averment, even though it involves a negative, the presumption being in favor of the veracity and reality of the act attacked.

It is also good law that in such a case, when the plaintiff or other making the negative averment, shows circumstances of a suspicious character against a note or account, or circumstances indicating bad faith or fraud, and a knowledge or notice of simulation, or of no consideration, on the part of the holder of a note, such proof, although only *prima facie*, destroys the presumption, and imposes on the party relying on the act or note the burden of proving consideration or good faith. 4 R., 193; 9 R., 183; 3 An., 294; 9 An., 22; 11 An., 121, etc.

The reason is that the affirmative evidence to rebut the suspicious circumstances is necessarily within the knowledge and control of the party to the act or transfer, and his withholding it confirms the suspicion.

The jurisprudence of the State, it will be seen on examination, makes the fact that the present holders were strangers to the act of mortgage of material effect, taken in connection with the other circumstances that they received the notes, not from the mortgagee or his assigns, but directly from the drawer and mortgagor, and that he so received them for a previous debt due by the latter to them.

The Supreme Court has always made the rights of such a party depend upon general principles and equitable considerations, and also upon commercial usage, so far as custom does not derogate from the written law or the legal rights and equities belonging to other creditors.

When the mortgager or his heirs has sought to avoid or defeat the effect of the mortgage securing notes he has reissued, the Supreme Court has rejected his action.

After reviewing the case at great length, Judge Collens decides that the judicial mortgage in favor of the plaintiff must be recognized as taking effect from June 7, 1866; that the mortgage act and the mortgage granted thereby by A. D. Kelley in favor of Dr. Patrick, be maintained in favor of E. J. Gay and the New Orleans and Banking Company, as subrogating them to the rights of Dr. J. C. Patrick, and as having full force and effect, so as to give them precedence to plaintiff's judicial mortgage, and that in every other respect the title of the defendants herein to the mortgage granted as aforesaid, and to the notes described therein, and sued on by them in their several suits against A. D. Kelley, be avoided as to the effects thereof on the complaining creditor and plaintiff—said James Brewer to be paid the sum of $4000.

Commissioner Weller's Court.

Edward E. Parker made affidavit, charging the second mate of the American ship Ella T. Hayes with having, on the thirteenth of February last, while the vessel was on the high seas, struck and knocked overboard a seaman named John Long, inflicting injuries that resulted in his death. The accused party was arrested, committed without privilege of bail, and will be brought up for examination this morning.

SHERIFF'S SALES.

J. B Van Horn & Co vs. R. Legras—Fifth District Court for the parish of Orleans. No. 2419.

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 SATURDAY, April 22, 1871, at twelve o'clock M., the following described property, to wit—

THE UNDIVIDED HALF OF A CERTAIN LOT OF GROUND, situate, lying and being in the Bourg Duverje, now Algiers, on the right bank of the Mississippi river opposite the city of New Orleans, designated as lot number seven in the square comprised between Seguin, Delarande, Bonny and Villere streets, according to a plan made by Charles A. de Armas, civil engineer, on the first day of November, 1855, and annexed to an act passed in the office of E. Bonny, notary public in this city, on the eleventh day of December, 1855, and purporting to be a sale made by the succession of the late F. de P. Alfred Robelot to Jean Dalbemeis.

Which said lot measures, American measure, sixty-three feet eleven inches and three lines front on Delarande street, by one hundred and twenty-seven feet ten inches and five lines in depth and front on Seguin street, of which it forms the corner, together with the undivided half of all the buildings and improvements thereon (with the exception of some frame buildings erected on the rear part of said lot), and all the rights, ways, privileges and advantages thereunto belonging or in any wise appertaining.

Being the same property acquired by the defendant herein from Mrs. Widow M. Legras, by an act under private signature executed on the eighth day of February, 1869, and duly recorded in the office of E. Bonny, notary public, on the sixteenth day of June, 1869.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

mh21 m25 22 Sheriff of the Parish of Orleans.

Francois Candau vs. Remende Casagne.
Wife of Jean Daure, Jean Daure—Seventh District Court for the parish of Orleans, No. 392.

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, I will proceed to sell at public auction, on the premises hereinafter designated, on SATURDAY, April 1, 1871, at five o'clock P. M., on Elysian Fields street, corner of Virtue street, in the Third District of this city—

Seven COWS, six HOGS, a lot of SUCKING PIGS, and two dozen CHICKENS.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

mh21 26 ap1 Sheriff of the Parish of Orleans.

Alexander McNeil, Robert J. Dutton, subrogated, vs. Michael J. Hauck—Sixth District Court for the parish of Orleans, No. 745.

BY VIRTUE OF A WRIT OF SEIZURE AND SALE to me directed by the Honorable the Sixth 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 27, 1871, at twelve o'clock M., the following described property, to wit—

ONE CERTAIN LOT OF GROUND, together with the buildings and improvements thereon, and all appurtenances thereunto belonging, situated in the First District of this city, designated by the number 6 on a portion of square number 3 bounded by Terpsichore, Dryades, Hercules and Euterpe streets. Said lot measuring in American measure thirty-one feet ten inches and three lines front on Terpsichore street, by ninety-six feet in depth, between parallel lines.

Being the same property purchased by defendant from Adolphus Brunson, per act executed on the fourteenth January, 1862, before Michael Hahn, then a notary public in this city.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

fe23 mh16 26 Sheriff of the Parish of Orleans.

Green & Elder vs. Marie Jane Brinkmann—Seventh District Court for the parish of Orleans, No. 3511.

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, April 11, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, with all the buildings and improvements thereon, and all rights, ways and privileges belonging or in any wise appertaining, situated in East Bouligny, City and parish of Jefferson, in this State, in square numbered ten, bounded by Magazine, Morrange, Camp and Constantinople streets, said lot being designated by the number eighteen, on a plan of James N. B. de Pauli, architect, dated June 20, 1866, and measures thirty feet front on Constantinople street, by one hundred and twenty feet in depth, between parallel lines, etc.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

mh11 25 ap1 Sheriff of the Parish of Orleans.

J. M. Lewis & Co. vs. B. J. Berkery—Fourth District Court for the Parish of Orleans, No. 24,940.

BY VIRTUE OF A WRIT OF FIERI FACIAS to me directed by the Honorable the Fourth District Court of the parish of Orleans, in the above entitled cause, I will proceed to sell at public auction, on SATURDAY, March 25, 1871, at ten o'clock A. M., on Front Levee street, between Conti and Bienville streets, in the Second District of this city—

One BAROUCHE, one HORSE, and four MULES.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

mh14 21 25 Sheriff of the Parish of Orleans.

Succession of Lydia Robinson, wife of John McClean—Second District Court for the parish of Orleans, No. 29,564—Fieri facias against 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 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 Clouet, Montegut, Craps and Love streets, designated by the numbers one and two on a certain plan drawn by J. A. D'Hemecourt, Surveyor of Municipality No. 3, dated seventeenth January, 1848, annexed to an act passed before A. Chiapella on the twelfth August, 1848. 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 lines; 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 McClean by purchase from Mrs. Marguerite Diggs, as per act passed in the office of A. Chiapella, late notary in this city, on the sixth of August, 1849.

Seized in the above suits.

Terms—Cash on the spot.

C. S. SAUVINET.

mh3 22 ap4 Sheriff of the parish of Orleans.

SHERIFF'S SALES.

Joseph Leblanc vs. Mrs. Christine Hoeffner (Christine Gieseke, widow of François Stubenrauch)—Seventh District Court for the parish of Orleans, No. 3339.

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 Labarpe, Columbus, Villere and Robertson streets, said lot having, American measure, thirty-five feet three and four-eighths inches front on Labarpe 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. 3 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 an act passed on the eighteenth day of January, 1867, before Onesiphore Drouet, 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.

Lorenzo Carbo vs. George McNeil—Fourth District Court for the Parish of Orleans, No. 24,986.

BY VIRTUE OF A WRIT OF FIERI FACIAS to me directed by the Honorable the Fourth 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, with all the buildings and improvements thereon, situated in the city and parish of Jefferson (now the Sixth District of New Orleans), designated by the number five of square number nineteen comprised within Magazine, Lyon, Live Oak and Upperline streets, and measuring thirty-three feet front on Live Oak street by one hundred and twenty feet in depth, the rear line measuring thirty-one feet.

Being the same property acquired by defendant by purchase from August Heide, per act passed before R. J. Ker, notary public in this city, on the fourteenth of December, 1869.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

fe17 mar 21 Sheriff of the Parish of Orleans.

George Bonning vs. George McNeil—Fifth District Court for the parish of Orleans, No. 231.

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 SATURDAY, March 25, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, with the buildings and improvements thereon, the rights, ways, privileges and servitudes thereof, situate in the late City of Jefferson, in the parish of Jefferson, now the Sixth District of the parish of Orleans, designated by the No. 5 of square No. 19, comprised within Magazine, Lyon, Live Oak and Upperline streets, and measuring thirty-three feet front on Live Oak street by one hundred and twenty feet in depth, the rear line measuring thirty one feet.

Being the same property acquired by the defendant herein by purchase from August Heide as per act passed before Robert J. Ker, a notary public of this city, on the fourteenth day of December, 1869.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

mh14 21 ap15 Sheriff of the parish of Orleans.

Thomas D. Miller vs. Marmiche and Wife (Emile Guillaume Marmiche and Dame Ursine Adelade Perrilliat)—Fifth District Court for the parish of Orleans, No. 2388.

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 SATURDAY, April 15, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, situated in the Third District of this city, in the square bounded by St. Louis, Toulouse, Chartres and Old Levee streets, measuring thirty feet front on St. Louis street, by one hundred and fifty feet in depth, more or less, French measure, bounded on one side by the properties of the heirs of Joseph Peyron, and on the other side by that now or late of Laurent Millandon.

Being the same property acquired by the defendants herein as universal legatees of the late Guillaume Marmiche, and the same was acquired by the said late Guillaume Marmiche by purchase from the estate of R. Devezie, per act passed before Felix de Armas, late a notary public in this city, on the sixteenth September, 1826.

Plan thereof will be on exhibition at the exchange.

Seized in the above suit.

Terms—One third cash, and the balance at one and two years credit in notes bearing interest at eight per cent per annum from date until paid.

C. S. SAUVINET.

mh14 30 ap15 Sheriff of the parish of Orleans.

Rudolph F. Theurer vs. Constantin A. Cornet—Seventh District Court for the parish of Orleans, No. 3349.

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, Laurel 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 L. Surgi, late civil engineer, dated May 21, 1847, deposited in the office of L. R. Kenny, formerly notary, and measures thirty feet six inches and five eighths front on Laurel 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.

fe23 mh15 31 Sheriff of the Parish of Orleans.

Theodore Bailly Blanchard vs. Eugene Willoz—Fifth District Court for the parish of Orleans, No. 2364.

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 Girod streets, as per plan deposited in the office of Joseph Cavilier, 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 four h day of January, 1861.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET.

fe23 mh13 31 Sheriff of the Parish of Orleans.

CORPORATIONS.

CHARTER.....CHARTER.

STATE OF LOUISIANA, CITY OF NEW ORLEANS.

Be it known, that on this seventh day of March, in the year of our Lord one thousand eight hundred and seventy-one, before me, Robert Joseph Ker, a notary public, in and for the city of New Orleans, parish of Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared the persons whose names are hereunto subscribed, who declared that, availing themselves of the provisions of the laws of the State of Louisiana, providing "for the organization of corporations for works of public improvement, and for other purposes," they have agreed to form themselves into and to constitute a corporation for the objects and purposes, and under the following articles and stipulations, to wit:

ARTICLE I.

The name and style of this corporation shall be "THE TEXAS HYDRO CARBON GASLIGHT COMPANY," and its domicile shall be established in the city of New Orleans, State of Louisiana, with the right of removing and establishing its domicile within the State of Texas, by a resolution of the Board of Directors, to be appointed and to continue in office as is hereinafter provided for.

ARTICL