[illegible] Republican.

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THE COURTS.

[illegible] Court Decisions.

MONDAY, April 24, 1871.

[illegible] of Louisiana vs. the Mechanics and [illegible] Bank—Appeal from the Third District Court, parish of Orleans. This is a [illegible] State taxes on capital and real [illegible]. Defendants pleaded a general de[illegible] exemption from taxation under the [illegible] of 1853 and 1855, and an ex[illegible] its capital, as being nearly all [illegible] of bonds not taxable.

[illegible] free banking laws, which, accord[illegible] the decision in — Ann., p. —, inhibit [illegible] of a license, do not inhibit [illegible] of a tax on capital; on the [illegible] they expressly provide for such a [illegible] Act 1858, pp. 311, 335.

[illegible] defendant on the trial offered to [illegible] a part of its capital consisted of [illegible] exempted by law from taxation. [illegible] refused to receive the testimony, [illegible] defendant excepted. The state[illegible] and annexed to the bill of [illegible] shows that if the testimony had [illegible] the capital still liable to tax[illegible] would have amounted to $262,000, [illegible] the amount assessed was $300,000. [illegible] whole capital is $750,000; from this it [illegible] must be deducted bonds not tax[illegible],000, and real estate already taxed [illegible] which leaves the $262,000 above [illegible]. The discrepancy is hardly so [illegible] to support the allegation of the [illegible] that nearly all its capital consists [illegible] specially exempted from taxation. [illegible] the item of $398,000 is composed of [illegible] and Jackson railroad bonds. It [illegible] well that the assessors estimated [illegible] at their real and not their nominal [illegible] and that their estimate was correct, [illegible] that there was really a balance of [illegible] left, subject by law to be taxed. [illegible] bill of exceptions does not inform us [illegible] the item of $398,000 in bonds is a state[illegible] of their real market value.

[illegible] may be their face value, and they may [illegible] less than par. We do not think [illegible] court erred in excluding the testimony. [illegible] New Orleans vs. Lesseps, 11 Ann., 251, [illegible] State vs. Southern Steamship Company, [illegible] Ann., 467, the rule seems to have been [illegible] that one sued for taxes, when he has [illegible] effort in the way pointed out by [illegible] correct the assessment, can not go [illegible] to show that it is excessive, unless [illegible] first, some valid reason for not [illegible] made such effort; second, grave error [illegible] prejudice; and third, its precise [illegible]. No such showing is made in the [illegible] bar. On the contrary, the impres[illegible] left by the record is that the assessment [illegible]. We see no error in the judg[illegible] in favor of plaintiff. Howe, J.

[illegible] Malochee, agent, etc., vs. W. F. Mc[illegible]—Appeal from the Fifth District [illegible] parish of Orleans. Appeal dis[illegible], the amount involved is less than [illegible] Howell, J.

[illegible], Kent & Co., vs. Healy Asbury [illegible] Joseph Hague—Appeal from the Sev[illegible] District Court, parish of Orleans. [illegible] affirmed, the court saying that [illegible] facts and law of this case seem to be [illegible] stated in the reasons for judgment [illegible] by the District Judge." Record, pp. [illegible]. Howe, J.

[illegible] Kaufman & Co., vs. William Gold[illegible]—Appeal from the Seventh District [illegible] parish of Orleans. Suit on note and [illegible] for goods sold. Defense, a general [illegible] and averment that the goods sold [illegible] of inferior quality. Judgment for [illegible] and defendant appealed. Plain[illegible] claim established. Defendant offered [illegible] evidence below and made no argument [illegible] filed no brief in this court. Judgment [illegible], with ten per cent damages. [illegible], J.

[illegible] Southern Dry Dock Company vs. Bayou [illegible] Packet Company, etc—Appeal from [illegible] Seventh District Court, parish of Or[illegible]. Motion made to dismiss appeal on [illegible] ground that the Bayou Sara Packet [illegible], a necessary party, has not been [illegible]. The record shows the ground well [illegible]. Appeal dismissed with costs. [illegible], J.

[illegible] Waldo J. Elmore vs. Kearny, Blois & [illegible]—Appeal from the Sixth District Court [illegible] parish of Orleans. This is a suit to [illegible] $557, amount of goods shipped by [illegible] to defendants in April, 1863, on a [illegible] called the Texana, which was cap[illegible] and destroyed by a cruiser, and the [illegible] consequently never received. All [illegible] shipments by the same parties [illegible] to the same parties defendant were [illegible] upon the same basis and in the same [illegible].

In a letter received just before the ship[illegible] in question, defendants said: "Don't [illegible]." Among other points set up by the [illegible] defendants, they say that if the merchan[illegible] was at their risk at the time of the ship[illegible], the subsequent orders of plaintiff [illegible] changed the obligation of the de[illegible]. This change of relation set up is, [illegible] as soon as the shipment was made [illegible] transferred to a banker of New [illegible] the bill of lading, and gave him a [illegible] on the defendants, with these in[illegible] structions: "No protest. If paid, please re[illegible]; if not accepted, please return all the [illegible] to me; if they refuse acceptance on [illegible] of non-arrival of goods shipped, [illegible] take acceptance on the arrival [illegible]."

Upon this the defendants say that the [illegible] arrival of the goods was a condition pre[illegible] to the payment for them. We think [illegible]. When, by ordering the shipment, and [illegible] after instructions to the plaintiff, [illegible] the shipment, not to insure, they [illegible] took upon themselves the risk of [illegible] goods. We can not believe that the [illegible] plaintiff assumed the risk and entered into a stipulation by which he might be injured [illegible] the defendants alone benefited, etc. We see no force in the defense, and think the decree of the lower court correctly [illegible]. Judgment of the District Court affirmed with costs. Taliaferro, J.

Robert Moss vs. Howard; Prestons & Bar[illegible] and H. D. Barrett—Appeal from the [illegible] Fourth District Court, parish of Orleans. Judgment affirmed with costs. Talia[illegible], J.

Henry Dittmer and Theo. Pellé vs. the [illegible] Insurance Company of New Or[illegible]—Appeal from the Fourth District Court for the parish of Orleans. Plaintiff [illegible] his stock of groceries, etc., in a [illegible] shingled building in Carrollton. [illegible] months afterward the place and [illegible] were destroyed by fire, and he [illegible] the company for $2500 loss. The de[illegible] was that the plaintiff had affected the insurance by allowing some 4000 pounds of [illegible] hay to be stored in the upper part of the building in violation of the contract, baled hay being one of the things named in the policy as not to be stored. The court held that if baled hay was excepted, *a fortiori*, hay in the loose would be far more objectionable, from the rapidity with which incandescence of flame would be developed by ignition. The court rules that if the act done by the assured, although not included in the class of specific hazards, it neverthe[illegible] avoids the policy if it increases the risk. [illegible] Stoddart, S. C. Reports, 281. 10 Pickering, [illegible]. 2 Comstock, N. Y. Reports. 53 Penn. [illegible]. Judgment affirmed. Taliaferro, J.

Widow A. N. Denouvion vs. Hodgson and Lyttle and George W. Hynson—Appeal from the Sixth District Court, parish of Orleans. The appeal was taken by Hynson alone from a judgment of the court which was against him and Hodgson and Lyttle in solido for $5450, and against Hynson for [illegible]. The case was the lease of the Delta Warehouse, which was subsequently leased to third parties, the agent at the time of taking the property back informing Hodgson that he did not intend to release Hodgson and Lyttle, or Hynson, from their obligations under the contract. Hynson it was not shown was a party to this arrangement, nor did it appear that he knew anything about it or ever consented to it. Hynson raised the question that a promise to pay a debt of another can only be established by written evidence; and [illegible] held that a distinction is to be [illegible] between a promise to pay the debt of [illegible] and an obligation to become merely [illegible] surety of another.

[illegible] the court did not feel called [illegible] to decide, as it thought that by the [illegible] in not obtaining [illegible]

[illegible] and [illegible] paying costs in both courts. Taliaferro, J.

Rehearing refused in the cases of Tout[illegible] gens vs. succession of Kamper, Aillett vs. Woods, and Wynn vs. Patrick.

Arnaud LeBourgeois vs. Emma LeBourgeois, wife of Louis Chenet, etc.—Appeal from the District Court, parish of St. James. Judgment reversed. Howe, J.

M. Kaufman & Co. vs. William Golding.—Appeal from the Seventh District Court, parish of Orleans. Judgment affirmed, with ten per cent damages. Howe, J.

Alexander McKee for use, etc., vs. William H. Brown. Appeal from the Fifth District Court, parish of Orleans. The only question involved in this case, is the construction of the following clauses in paragraph twelve, section seven, of the charter of the late City of Jefferson, act of 1867, p. 111.

When the proprietors of land fronting on any public street or avenue comprising one-fourth of the front on said street shall petition the Council therefor, the Council shall cause the streets to be opened, widened or improved, with banquettes, sidewalks, shell or plank roads, or paved streets, if, after thirty days' notice, a majority, similarly constituted of front property owners, shall not object thereto.

It was decided by the court *a qua*, that these proceedings might be provoked by the proprietors of one-fourth of the land fronting on a portion of the street in such a way as to compel the council to improve a portion only, and force the proprietors of the three-fourths fronting on the same portion to contribute. Judgment reversed. Howe, J.

Babbitt, Goode & Co. vs. the Sun Mutual Insurance Company—Appeal from the Sixth District Court, parish of Orleans. Action upon a river policy of insurance on seventy-five hogsheads of sugar, at and from New Orleans to Cincinnati, on steamboat Mars, dated April 19, 1861. The answer admits the execution of the policy, denies that the plaintiffs owned or were interested in the property involved, and denied generally the liability of the defendant. There was judgment for plaintiffs and defendant appealed. Judgment affirmed. Howe, J.

George Hubener, etc., vs. the New Orleans and Carrollton railroad, et al—Appeal from the Sixth District Court, parish of Orleans. Action for damages alleged to have been caused by carelessness of defendants in running over the child of plaintiff, aged eight years, and cutting off one of his legs.

This case was tried before a jury in the Sixth District Court, and resulted in a verdict and judgment for plaintiff, George Hubener, as natural guardian of the child, for $7500, and in his own right for $2500. Appeal by the defendants. Judgment appealed from reversed, and verdict set aside. Howe, J.

A. Marchand vs. H. T. Coffin and Wallace & Co.—Appeal from the Seventh District Court, parish of Orleans. Ordered, the former decree in this case, as to Wallace & Co., be set aside, that the judgment against them be reversed, and the cause be remanded as to them, to be proceeded with according to law. Howell, J.

D. & J. D. Edwards vs. W. C. Harrison et als—Appeal from the Fourth District Court, parish of Orleans. Judgment affirmed. Howell, J.

J. R. Jones vs. C. J. Jones and J. Levois & Co.—Appeal from the Fourth District Court, parish of Orleans. Ordered, that the judgment herein against J. Levois, appellant, be reversed, and the cause remanded to the lower court, to be proceeded with according to law. Howell, J.

H. Budinski vs. Spalding, Bidwell & McDonough—Motion to dismiss appeal. Motion refused. Howell, J.

Heirs of Wenderlin Doll vs. James Kathman—Appeal from the Seventh District Court for the parish of Orleans. The plaintiffs sue to recover certain real estate in New Orleans, alleging that the defendant is in possession, and illegally withholds it from them. The defendant denies that the plaintiffs have any rights to it, and sets up title to the property in himself, averring that he bought it at a private sale of the succession of the plaintiffs' father, Wenderlin Doll. The judgment of the court a qua was in favor of the defendant. Judgment affirmed. Howell, J.

Thomas Menderson and Peale vs. James A. Jackson—Appeal from the Fourth District Court. Judgment affirmed. Howell, J.

P. Duclos & Co. vs. Citizens' Mutual Insurance Company—Appeal from the Third District Court, parish of Orleans. The plaintiffs sue on a policy of insurance, to recover from defendants $8,958 12, the proportional amount claimed to be due by the company under the policy for losses alleged to have been sustained by fire to the extent of $13,432. The answer is a general denial. The defendants further allege that the policy sued on is null and void by its conditions, the plaintiffs having taken a policy on the same risk with the Star Mutual Insurance Company without notice thereof to defendants, in violation of an express stipulation in the policy that "in case the insured shall have already any other insurance against loss by fire on the property hereby insured not notified to this corporation, and not mentioned in, or indorsed upon this policy, this insurance shall be void and of no effect; and if the said insured or their assigns shall hereafter make any other insurance on the same property, and shall not, with all reasonable diligence, give notice thereof to this corporation, and have the same indorsed in this instrument, or otherwise acknowledged by them in writing, this policy shall cease and be of no effect."

In the court below the case was before a jury, which rendered a verdict for the amount claimed.

The defendants have appealed. The policy upon which this action is founded bears date December 29, 1863, and was for one year. The plaintiff had previously, viz, on the twenty-first of January, 1863, taken a policy on the same risk to the extent of $5000, from the Star Mutual Insurance Company, for the period of one year. The policy was renewed for the period of twelve months, from January 21, 1864, to January 21, 1865. It does not appear that the plaintiffs ever gave notice to the defendants of their having insured the same property in the Star Mutual Insurance Company. No entry of such notice appears in the original act, nor does any acknowledgment of notice appear in the instrument. It would seem from the tenor of the act and from the current of decisions on this subject, the plaintiffs have forfeited their right to recover from the defendants in this case. The cases reported in 3 Rob. 385, and 7 Rob. 351 are in point; 2 Peters 29 and 16 Peters 510.

It is, therefore, ordered, adjudged and decreed that the judgment of the district court be annulled, avoided and reversed. It is further ordered that there be judgment in favor of the defendants, the plaintiffs paying costs in both courts. Taliaferro, J.

E. A. Wentzel vs. Robinson & Reid et al. Appeal from the Seventh District Court of the parish of Orleans. The plaintiff sues for damages, caused, as he avers, by the illegal and unwarrantable interference by the defendants with his exclusive right, under patent, of selling within the State of Louisiana and other States adjacent a certain illuminating fluid known as "anchor oil." The defendants admit that they enjoined the plaintiff from selling the anchor oil, but aver that they did so under the belief that they possessed the exclusive rights of vending it within the State, and not through malice toward plaintiff. Judgment was rendered in the court below against Robinson & Reid in solido for $550. Defendants appealed. Judgment affirmed. Taliaferro, J.

Brutus J. Clay, administrator, vs. Leroy C. Martin.—Appeal from the Fourth District Court, parish of Orleans. Judgment affirmed. Taliaferro, J.

John T. Harris vs. S. L. Nasbits & Brother—Appeal from the Fourth District Court, parish of Orleans. This suit is brought on a draft drawn by the plaintiff on the defendants, and by them accepted, for $1334 14. The defense is failure of consideration. Defendants aver that the draft was accepted for the purpose of paying for a lot of tobacco purchased by one of the firm; but the tobacco, when opened, was found to be in a bad condition, being mouldy and unsound. For the reason that the quality of the article proved not to be equal to that shown by samples when the purchase was made, the defendants allege that they promptly notified the seller to take the article back, as it was of no value to [illegible]

[illegible] the quality of the tobacco, which was in boxes; there was in the whole lot ninety boxes; half the lot was purchased; samples were first shown to Nasbits and another tobacco merchant in New Orleans; they, with the plaintiff's salesman, then went to a room in an upper story of the building, and at the instance of the buyers several boxes were opened, and the quality proved satisfactory. The salesman testifies that Nasbits was distinctly informed that if he desired to examine the tobacco any further he could do so; that if he purchased, the transaction was to be at once closed, and that no reclamation would be allowed.

That the tobacco was not sold by the samples, but upon the personal inspection of the buyer. That he could have had every box opened if he desired it, but that he did not require any further examination. This witness said, under cross examination, that the tobacco did not belong to his employer, but to another person, for whom the plaintiff had agreed to sell it; that he knew the lot was not strictly sound, but as it did not belong to Mr. Harris, he did not feel at liberty to make any statement concerning it, and therefore sold the lot as it was, the purchaser to make his own examination.

It was fully established to be the usage or custom in New York for the purchaser to pass definitely on tobacco before delivery; that if sold by samples he comes and examines as much of the tobacco, or as many boxes as he desires, and then decides finally upon the trade. After delivery no drawback or reclamation on account of defects or deficiencies in quality are allowed.

The lex loci contractus governs in the decision of this case, and not the provisions of our code. It is fully established that one of the defendants, the partner who made the purchase, was informed at the time of purchasing of this usage or custom in New York, and bought under the conditions it imposes.

We think the judgment was properly rendered.

Mrs. Gayarre vs. B. S. Millaudon et al—Appeal from the Seventh District Court, parish of Orleans. Judgment reversed. Taliaferro, J.

G. De Feriet vs. Bank of America.—Appeal from the Fourth District Court, parish of Orleans. Judgment reversed. Howell, J.

Eighth District Court.

In accordance with the order issued by Judge Dibble and already published in the REPUBLICAN, no cases will be tried in this court during the present week. Rules and summary proceedings, however, will be entertained and disposed of as usual.

The Louisiana Levee Company vs. Antoine Dubuclet, State Treasurer—The Question of the State Debt.

The Louisiana Levee Company, incorporated under an act of the last General Assembly, approved twentieth of February, 1871, of which A. G. Brice is president, have applied through their counsel, Messrs. Semmes and Mott, for an injunction to restrain George E. Bovee, Secretary of State, Antoine Dubuclet, Treasurer of the State, and James Graham, Auditor, from countersigning, sealing, registering or issuing any bonds of the State of Louisiana authorized to be issued under the various acts of the last General Assembly, until the further order of the Eighth District Court, and calling upon said court to proceed to adjudge and fix the amount of the State debt, and in case the constitutional limit has not been reached, that the said company be entitled to priority in the issue of bonds within said constitutional limit, and asking that said respondents be enjoined from issuing any bonds of the State until the claims of petitioners to the $1,000,000 granted to them are satisfied.

After reciting the history of the legislation creating the company, petitioners set up that it has accepted said acts in the manner specified therein, and in case the State debt has not reached the amount of $25,000,000, as specified in the constitutional amendment recently adopted, petitioners will be first entitled to receive $1,000,000 in bonds in preference to other parties who claim bonds from the State, because the act authorizing their issue was the first act adopted at the session of 1871, authorizing the issue of bonds, and petitioners are therefore entitled, as the first contracting party, to priority over other parties who claim bonds under other acts of later date.

That it is necessary to preserve this priority, because petitioners are informed and believe that in any event the various acts of the Legislature, passed at the said session of 1871, will require, in order to satisfy the engagements contained therein, an issue of bonds in excess of the constitutional limit.

That suits are now pending involving the true construction of said constitutional amendment limiting the State debt, and until said suits are finally decided it will be impossible to determine whether or not the State can lawfully issue any more bonds, or what amount it can issue until the constitutional limit is reached.

In this state of uncertainty they assert that it would be unjust and prejudicial to their rights to allow any further issue of bonds until their rights can be definitely ascertained by a judicial decision fixing the amount of the State debt and giving petitioners the advantage of its priority within the limits of said constitutional amendment.

Order—Let the defendants be ordered to show cause on Thursday, May 4, at ten o'clock A. M., why an injunction should not issue as within provided for, upon plaintiff giving bond with good and solvent security in the sum of ten thousand dollars. Let defendant be ordered to desist from the acts complained of until the hearing and determination of this rule.

HENRY C. DIBBLE.

The sureties in this case upon the bond are George F. Sherman and R. B. Campbell.

Seventh District Court—The Alleged Tampering with a Juryman.

Mr. Fisher, accused of having bribed one of the jury in the case of Schnell vs. Frisch, surrendered himself yesterday upon hearing that there had been a warrant issued for his arrest. He was remanded under bonds of one thousand dollars to appear on Monday, May 1. The Criminal Sheriff refused to arrest the accused, claiming that this court had no jurisdiction to issue the capias.

Mandamus upon the State Auditor.

Richard K. Diossy, claiming to have been appointed Division Superintendent of Education for the third division, has filed a petition in the Eighth District Court asking for a writ of mandamus to compel the Auditor to issue his warrant on the treasurer for the sum of $600, which sum petitioner asserts he is entitled to under an appropriation by the General Assembly allowing him a contingent fund of $600 per annum, and that he has performed the services of his office for the term specified.

Sixth District Court.

This court was not in session yesterday, Judge Cooley being too unwell to sit.

Second District Court—The Moses Fox Will Case—The Plea of Res Adjudicata Maintained.

Judge Duvigneaud, of the Second District Court, has rendered the following decision in the suit of the succession of John McDonough on petition of Moses Fox:

Moses Fox has filed a petition before this court asking for a second time that a document purporting to be a codicil of the late John McDonough, in which the petitioner is a legatee in the sum of $500,000, be duly probated according to law.

The cities of Baltimore and New Orleans, the residuary legatees of the late John McDonough, in answer to the petition served upon them, have filed the plea of *res adjudicata*.

The same document now presented by the petitioner had been presented before this court in the year ——, for the same purpose. The cities of Baltimore and New Orleans then filed an answer, in which they alleged that the document purporting to be a codicil signed and dated by the late John McDonough was a forgery. Upon this issue this court, on the ninth of January, 1862, rendered a judgment in which it declared that the said codicil was a forgery, and rejected the petition of plaintiff, and gave a peremptory and final judgment in favor of the defendants.

From this judgment the present plaintiff appealed to the Supreme Court of the State, which, after having listened to the greatest [illegible]

[illegible] capacities, the same cause of action, and the same thing demanded.

The present demand of the plaintiff in this action is the same as in the other suit, is against the same parties, for the same cause of action, and in the same capacities.

The judgment of this court rejecting the codicil as being a forgery, and giving a peremptory judgment in favor of defendants, and being afterward affirmed by the Supreme Court, becomes *res adjudicata* between the parties.

It is, therefore, ordered, adjudged and decreed, that the exception of *res adjudicata* filed by the cities of Baltimore and New Orleans be maintained, and that the petition of plaintiff, Moses Fox, be rejected with costs.

Commissioner Weller's Court.

"Sailors' rights" have been uncommonly dull during the last week. With the exception of a few suits for wages entered by that species of sea lawyer so frequently to be found among the crew of a sea-going vessel, nothing of interest has transpired in the commissioner's court during the past week.

These suits for wages are among the queerest specimens of legal proceeding that can be imagined. No boat or vessel ever refused to pay fair wages for services rendered. True, "the mate" often will, in the exuberence of his pugnacity, do something, *pugnis et calcibus*, which the sovereign State may construe into an offense against its peace and dignity; but this performance of digital dynamics is the "head and front of his offending." As far as money is concerned, the boat or vessel is always ready to pay whatever is fairly earned.

But, somehow, it seems to the "hand" that his money will be all the better if it is obtained through the strong arm of the law. So, without any amicable demand, or any attempt to get his money by peaceable means, he rushes to the commissioner's court, and, after stating his case, finds that he had better keep away and save costs. In fact, nine out of ten of all the suits for wages that come before the commissioner are altogether causeless, and the money sued for could be had without trouble by application to the clerk's office.

The only suit before the commissioner yesterday was a complaint made by Alexander O'Neil, one of the crew of the ship Anna Camp, against Henry Herndon, second mate of the vessel, for assault and battery on the high seas. The accused was bound over to answer to the charge before the United States Circuit Court.

United States Circuit Court.

In the case of A. Marchand vs. John A. Lane, the judgment by default was set aside and the defendant permitted to file his answer.

SHERIFF'S SALES.

Sigismund M. Miller vs. Rene Philip Theard—Fifth District Court for the Parish of Orleans, No. 2336.

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 SATURDAY, May 6, 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, rights, ways and privileges, situated in suburb Marigny, in the Third District of this city, in the square bounded by Craps (now Burgundy), Spain, Love (now Rampart), and Poet streets, measuring in American measure thirty feet four inches front on Craps (now Burgundy) street, by one hundred and twenty-seven feet ten inches and five lines in depth.

The buildings and improvements comprise a one-story dwelling house, bricked between posts, with four rooms, gallery, closet and cistern on each side, a two-story double kitchen, well bricked, double privies, etc. The house bears No. 549 on Craps or Burgundy street, being the same property acquired by the defendant by purchase from the succession of Widow Valentin Arthur, per act passed before Antoine Doriocourt, notary public in this city, dated February 13, 1867.

Seized in the above suit.

Terms—1. In cash for a sufficient amount to pay plaintiff's claim, say, the sum of six hundred and fifty ($650) dollars, with eight per cent interest from the twenty-sixth day of January, 1871, till the day of sale, ten per cent attorney's fees, five dollars cost of copy of act, and costs, charges and taxes.

2. And the balance at one year's credit, in the note of the purchaser, bearing eight per cent interest per annum from day of sale, and special mortgage on the property sold until paid; the deed of sale to contain the usual clause of five per cent for attorney's fees in event of suit for the collection of said note and interest; the buildings to be kept insured, and the policy transferred to defendant.

C. S. SAUVINET,

mh31 ap17 my6 Sheriff of the Parish of Orleans.

Mrs. Rosina L. Power vs. Stephen F. Power, her husband—Fifth District Court for the parish of Orleans, No. 1381.

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, on the premises hereinafter designated, on MONDAY, May 1, 1871, at five o'clock P. M., the following described property, to wit—

THE FURNITURE, PROPERTY AND MOVABLES, contained in the premises situate on Fourth street, between Magazine and Camp streets, in the Fourth District of this city, as per inventory, which may be seen in my office.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap19 22 30 Sheriff of the parish of Orleans.

State of Louisiana vs. Benjamin Toledano—Third District Court for the parish of Orleans, No. 12,849.

BY VIRTUE OF A WRIT OF FIERI FACIAS TO me directed by the honorable the Third 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, May 15, 1871, at twelve o'clock M., the following described property, to wit:

A CERTAIN LOT OF GROUND, situated in the First District of this city, in square number three hundred and seven, bounded by Franklin, Basin, Poydras and Lafayette streets, measuring forty feet by eleven feet.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap13 my1 14 Sheriff of the Parish of Orleans.

John Henderson vs. James Crayne et als—Sixth District Court for the parish of Orleans, No. 2347.

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, on Royal street, between Canal and Customhouse streets, in the Second District of this city, on MONDAY, May 15, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN HALF SQUARE OF GROUND, together with all the improvements thereon and appurtenances thereof, situated in the Fourth District of this city, being the half of that square designated by the number sixty-three, on a plan of Louis H. Pilie, late City Surveyor, dated April 18, 1859, deposited in the office of E. Bouny, notary public in this city. Said square is bounded by Washington avenue, Fourth, Prieur and Roman streets, and the said half square measures, in American measure, one hundred and thirty-eight (138) feet three (3) inches six and one-half (6½) lines front on each of said Washington avenue and Fourth street, two hundred and fifty-eight (258) feet front on Roman street, and the same on the rear line which runs through said square from Washington avenue to Fourth street, dividing said square into halves. Being the same property acquired by James Crayne, defendant herein, by purchase from plaintiff herein, as per act passed before P. C. Cuvellier, notary public in this city, October 15, 1867.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap13 30 my14 Sheriff of the Parish of Orleans.

Lafitte, Dufilho & Co. vs. Jacob Zoelly—Fifth District Court for the parish of Orleans, No. 2461.

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, May 13, 1871, at twelve o'clock M., the following described property, to wit—

1. A CERTAIN LOT OF GROUND, situated on the northwest corner of Magazine and Delord streets, in the First District of this city, and measuring about sixty-nine feet five inches and three lines front on Magazine street, by a depth of about one hundred and twenty-three feet ten inches and five lines fronting on Delord street, both front and depth being American measure, and the right and title to an alley fronting on Delord street, and in the rear of and adjacent to said lot, which alley has a front of four feet on Delord street and running in the rear to the exclusive line of the property, now or lately owned by J. A. Maybin, immediately adjacent to the above described lot of ground, or about sixty-nine feet five inches and three lines in depth from Delord street, both said depth and front being American measure.

2. A CERTAIN STRIP OR PORTION OF GROUND, situated in the square bounded by Magazine, Delord, Camp and St. Joseph streets, measuring six and a half inches front on Magazine street, by a depth of forty-eight feet between parallel lines.

3. All and singular the buildings and improvements on said lot and strip of ground, and all the machinery, engine and installations therein contained. The first lot of ground was acquired by said Zoelly by purchase from M. Tacon and the heirs of Mrs. R. Hewes, by act passed before E. B. Conn[illegible], late notary public in this city, on the twenty-third May, 1860. And the strip of ground [illegible]

State of Louisiana vs. [illegible] Richard Condon—Third District Court for the parish of Orleans, No. 13,469.

BY VIRTUE OF A WRIT OF FIERI FACIAS to me directed by the Honorable the Third 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, May 13, 1871, at twelve o'clock M. the following described property, to wit—

A CERTAIN LOT OF GROUND, situated in the First District of this city, and forming the corner of Magazine and Delord streets, by measuring twenty-five feet front on Delord street, by one hundred and twenty feet in depth, in square bounded by Delord, Camp and Poeyfarre streets, designated by No. 158.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap12 27my13 Sheriff of the parish of Orleans.

State of Louisiana vs. E. Letiros—Third District Court for the parish of Orleans, No. 13,412.

BY VIRTUE OF A WRIT OF FIERI FACIAS to me directed by the Honorable the Third 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, May 13, 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 Second District of this city, in square No. 255, bounded by Calliope, Baronne, Dryades streets and Triton walk, measuring thirty-one feet front on Calliope street by one hundred and ninety-three feet in depth.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap12 my2 13 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 FRIDAY, April 28, 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, 1846, 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—This being the second and last auction, the said property will be definitely adjudicated to the highest and last bidder, for what it will bring, at twelve months' credit, the purchaser furnishing bond with good and solvent security, bearing six per cent interest per annum from date, and special mortgage on the property sold until final payment.

Said purchaser will have to deduct and pay in cash the amount of printing, Sheriff's and clerk's fees, etc., say about four hundred dollars, and, furthermore, the State, parish and municipal taxes, the amount of which is not yet ascertained.

C. S. SAUVINET,

ap11 18 23 Sheriff of the Parish of Orleans.

Myrtile Courcelle vs. Eliza Kennedy, wife of Peter Vallentine, and her husband—Fourth District Court for the parish of Orleans, No. 25,100.

BY VIRTUE OF A WRIT OF SEIZURE AND SALE 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, May 16, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, situate, lying and being in the First District of this city, designated as lot number six in square number two hundred and eighty-nine, twelfth assessment district, bounded by Jackson, Philip, Dryades and Laurent (now Rampart) streets, on a plan deposited in the book of plans number two, as plan number seventy-five in the office of Selim Magner, late a notary public in this city, according to which said plan said lot measures thirty-three feet front on Laurent or Rampart street, by one hundred and twenty feet eleven inches and one line in depth.

Together with all the buildings and improvements thereon, rights, ways and advantages thereunto belonging, or in any wise appertaining. Being the same lot of ground which Eliza Kennedy, wife of Peter Vallentine, one of the defendants herein, acquired by purchase (with her separate and paraphernal funds) from Patrick Irwin, per act passed before William McC. Jones, a notary public in this city, under date of the eleventh day of July, 1862.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap15 30 my16 Sheriff of the Parish of Orleans.

Matilda Delorme vs. Thomas W. Wallace—Fourth District Court for the parish of Orleans, No. 25,039.

BY VIRTUE OF A WRIT OF SEIZURE AND sale 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 SATURDAY, April 29, 1871, at twelve o'clock M., the following described property, to wit—

THREE LOTS OF GROUND, together with the buildings and improvements thereon, the rights, ways, privileges and servitudes thereof, situated in the Second District of this city, designated by the numbers five, six, seven of square number thirty-one, bounded by Orleans, Second, St. Ann and Lopez streets, on a plan by F. N. Tourne, architect, dated February 15, 1860, and deposited in the office of A. E. Bienvenu, notary public in this city, as plan number seventy-two. Said lots measure, in American measure, each, thirty feet nine inches three lines front on St. Ann street, by the following depths: Ninety-one feet three inches on the division line of lot number eight, ninety-one feet four inches one line on the division line of lots numbers six and seven, ninety-one feet five inches two lines on the division line between lots numbers five and six, ninety-one feet six inches four lines on the division line of lot number four. Being the same property purchased by defendant herein from Marcelin Edouard Pecora, by act before A. J. Lewis, a notary public of this city, bearing date the twenty-seventh of December, 1869.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

mh29 ap13 29 Sheriff of the Parish of Orleans.

William B. Sorley (Charles Heath, Subrogate) vs. the African Methodist Episcopal Church of the city of New Orleans—Fourth District Court for the parish of Orleans, No. 22,231.

BY VIRTUE OF A WRIT OF SEIZURE AND SALE directed by the Honorable the Fourth 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 at the Merchants and Auctioneers' Exchange, Royal street, between Canal and Customhouse streets, in the Second District of this city, on SATURDAY, May 27, 1871, at twelve o'clock M., the following described property, to wit—

TWO LOTS OF GROUND, together with the buildings thereon and appurtenances thereunto belonging, situated in the Second District of this city, designated by the numbers two and three, in square number fifty-one, bounded by Derbigny, Customhouse, Roman and Bienville streets, on a plan drawn by Joseph Pilie, surveyor, dated first of May, 1840, deposited in the office of D. L. McCay, late a notary public in this city.

Which lots measure, each, twenty-five feet front on Derbigny street, by one hundred and forty-eight feet six inches in depth, in American measure. Being the same property acquired by defendant by purchase from Henry Pedarre, per act passed before Abel Dreyfous, notary public in this city, on the tenth of April, 1867.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap25 my9 27 Sheriff of the Parish of Orleans.

Canal and Claiborne Street Railroad Company vs. John G. Campbell—Fourth District Court for the parish of Orleans, No. 24,759.

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 SATURDAY, May 6, 1871, at twelve o'clock, M., the following described property, to wit—

TEN SHARES of the Pneumatic Propelling Company.

Seized in the above suit.

Terms—This being the second and last auction, the said property will be definitely adjudicated to the highest and last bidder for whatever it will bring, at twelve months' credit, the purchaser furnishing bond with good and solvent security, bearing five per cent interest per annum from date until final payment. Said purchaser shall have to deduct and pay in cash the amount of printing, sheriff's and clerk's fees, etc., say thirty dollars.

C. S. SAUVINET,

ap25 30 my6 Sheriff of the Parish of Orleans.

Alfred Marchand vs. Victoire Monnerie and St. Felix Casanave—Fifth District Court for the parish of Orleans, No. 1591.

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, May 27, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN PORTION OF GROUND, together with the buildings and improvements thereon, situated in the First District of this city, in the square bounded by Rampart, Girod, Dryades and Julia streets, and measuring sixty feet front on Rampart street, by ninety feet in depth and front on Girod street.

[illegible]

SHERIFF'S SALES.

Lafitte & Dufilho vs. Jules Robelot and Paul Robelot—Fifth District Court for the parish of Orleans, No. 2380.

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

1. A CERTAIN LOT OF GROUND, situate on the right bank of the Mississippi river in the Bourg Duverje, now Algiers, opposite the city of New Orleans, designated by the number three of square number thirty, which is bounded by Eliza, Seguin, Evelina and Verret and Barthelemy streets, according to a plan made by Charles A. de Armas, civil engineer, on the first November, 1865, and annexed to an act passed in the office of Eusebe Bouny, notary public of the city of New Orleans, on the fifteenth day of December, 1865. Which lot of ground measures, in American measure, thirty-one feet eleven inches and five lines front on Eliza street, by one hundred and twenty-seven feet ten inches and five lines in depth, between equal and parallel lines.

2. TWO LOTS OF GROUND situated in the said bourg Duverje, designated by the numbers six and seven, in square number twenty-four, which is bounded by Church, Eliza, Powder House and Alix streets, according to said plan, which said lots measure as follows, to wit: Number six, thirty-one feet eleven inches and five lines front on Powder House street, by one hundred and seventy-five feet two inches and six lines in depth on the line toward Alix street, and one hundred and seventy-seven feet two inches and two lines on the line which separates it from lot number seven. Lot number seven has thirty-one feet eleven inches and five lines front on Powder House street, by one hundred and seventy-seven feet two inches and two lines on the division line of lot number six, and one hundred and seventy-nine feet and five lines on the opposite side line; together with all the rights, ways, privileges servitudes and advantages belonging or in anywise appertaining to said lots; which said lots were acquired by the defendants herein, with other property, from the succession of A. Robelot, their father, by act passed before Eusebe Bouny, notary public, in this city, on the thirteenth of December, 1865.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

mh24 ap8 25 Sheriff of the parish of Orleans.

Mrs. Mary Harris, Executrix, vs. George L. Kouns & Brother—Sixth District Court for the parish of Orleans, No. 2245.

BY VIRTUE OF A WRIT OF POSSESSION AND fieri facias 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 TUESDAY, April 25, 1871, at twelve o'clock M., the following described property, to wit—

ALL THE RIGHT, TITLE AND INTEREST of the defendants, George L. Kouns & Brother, in and to a certain judgment rendered in suit No. 23,836, of the docket of the Fourth District Court for the parish of Orleans, entitled "George L. Kouns & Brother vs. Gus. Hodge," for $552 80, with interest from eighth of May, 1869, until paid and costs, rendered fourteenth of March, 1871, and signed eighteenth of March, 1871.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap14 20 25 Sheriff of the Parish of Orleans.

The Louisiana National Bank vs. the Merchants' Exchange Company of New Orleans—Seventh District Court for the parish of Orleans, No. 8544.

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 TUESDAY, May 2, 1871, at half-past ten o'clock A. M., the following described property, to wit—

ALL THE FURNITURE AND MOVABLE EFFECTS contained in the premises leased, situated at Nos. 120 and 122 Common street, over the bank, in the First District of this city, as per inventory, which may be seen in my office.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap20 25 my2 Sheriff of the Parish of Orleans.

Philip D. Mayer vs. Xavier Gissler—Seventh District Court for the parish of Orleans—No. 8542.

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 SATURDAY, May 13, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, with all the buildings and improvements thereon, situate in the First District of this city, designated by the number six, in square number twenty-three, bounded by Common, Palmyra, Derbigny and Roman streets, measuring twenty-seven feet front on Palmyra street by one hundred and ten feet in depth, between parallel lines, and twenty seven feet in width in the rear, American measure, as per plan of Joseph Pilie, late surveyor, dated the first of May, 1840, and deposited in the office of David L. McCay, late a notary public in this city, being the same property acquired by defendant by purchase from Jacob Bayersdorffer by an act passed in the office of Joseph Cohn, notary public in this city, on the twenty-ninth of June, 1867.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,

ap11 my2 13 Sheriff of the Parish of Orleans.

AUCTION SALES.

By Placide J. Spear.

THREE VALUABLE VACANT LOTS OF GROUND, fronting on Polymnia street, between St. Charles and Prytania streets.

BY PLACIDE J. SPEAR, AUCTIONEER—Office No. 46 Exchange alley—WEDNESDAY, April 26, 1871, at twelve o'clock, will be sold, at the St. Charles Auction Exchange, St. Charles street, between Common and Gravier streets—

THREE CERTAIN LOTS OF GROUND, situated in the First District of this city, designated by the Nos. 1, 2 and 3, in square No. 75, bounded by Polymnia, Euterpe, St. Charles and Prytania streets, measuring each 30 feet front on Polymnia street, by 120 feet in depth, all French measure.

Terms and conditions—One-half cash, the balance on a credit of one year for note bearing special mortgage, with vendor's lien and privilege, and eight per cent interest per annum from date until final payment; the clause of five per cent attorney's fees in case of judicial proceedings for the recovery of payment of said note, or any portion thereof; the taxes of 1870, payable in 1871, to be paid by purchaser over and above the price of adjudication.

Act of sale, together with internal revenue stamps, before ———, notary public, at the expense of the purchaser. ap23

VALUABLE IMPROVED REAL ESTATE IN THE FIRST AND SECOND DISTRICTS.

SUIT IN PARTITION.

FREDERICK, ALIAS FRITZ WILHELM, VS. SUCCESSION OF ISAAC HOFER.

Second District Court for the parish of Orleans, No. 34,464.

BY PLACIDE J. SPEAR, AUCTIONEER—Office 46 Exchange alley—THURSDAY, April 27, 1871, at twelve o'clock M., will be sold at public auction, at the Royal Street Auction Exchange (late Bank of Louisiana), corner of Conti and Royal streets, by virtue and in pursuance to a judgment rendered March 18, 1871, and signed March 23, 1871, by the Honorable Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, in the above entitled matter, the following described property, to wit—

1. A CERTAIN LOT OF GROUND, together with the buildings and improvements thereon, situated in the Second District of this city, in the square bounded by Barracks, Hospital, Tonti and Rocheblave streets, and measuring American measure, 52 feet front on Barracks street, by 141 feet 11 inches 6 lines in depth on the left side line, 39 feet 6 inches 4 lines on the rear line, 16 feet 5 inches 3 lines on a line running from the extremity of this last line diagonally toward Barracks street, 11 feet 9 inches 1 line on another line in the rear, parallel to Barracks street and running toward Tonti street, and 125 feet 9 inches in depth on the right side line perpendicular to Barracks street.

2. A CERTAIN LOT OF GROUND, with the buildings and improvements thereon, situated in the Second District of this city, designated by the No. 11 in the square bounded by Ursulines, Hospital, Rocheblave and Dorgenois streets; said lot measuring 37 feet 3 inches front on Ursulines street by 103 feet 2 and 8-12.

3. A CERTAIN LOT OF GROUND, together with the buildings and improvements thereon, situated in the First District of this city, designated by the No. 12 in the square bounded by Magnolia, Clara, Cypress and Lafayette streets; said lot measuring, English measure, 26 feet front on Clara street by a depth of 125 feet, more if any.

4. TWO CERTAIN LOTS OF GROUND, with the buildings and improvements thereon, situated in the First District of this city, and designated by the Nos. 1 and 2 in the square bounded by Willow (late Martin), Clara, Erato and Clio. Lot No. 1 forms the corner of Clio and Willow streets, and measures 26 feet 5 inches front on Clio street by a depth of 64 feet, between parallel lines, and front on Willow street. Lot No. 2 measures 25 feet 3 inches front on Clio street by a depth of 64 feet, between parallel lines.

Terms and Conditions—One third cash, and the balance at six and twelve months, the purchasers to furnish their notes for the credit installments, bearing eight per cent interest per annum from date of sale until final payment, secured by mortgage and vendor's privilege on the property sold and to pay attorney's fees in case of non-payment of the notes, at the rate of seven per cent. The buildings on said property to be kept insured by the purchasers [illegible]

By Nash & Hodgson.

TWO ELIGIBLE BRICK RESIDENCES,

Nos. 281 and 283 Baronne street, between Delord and Calliope streets,

WITH

TWO LARGE LOTS OF GROUND,

One Hundred and Ninety-three Feet in Depth,

ON LONG CREDIT AT AUCTION.

SUCCESSION OF WILLIAM NICOL.

Second District Court for the parish of Orleans—No. 11,044.

BY NASH & HODGSON—W. I. HODGSON, Auctioneer—Office No. 170 Gravier street—On SATURDAY, May 27, 1871, at twelve o'clock M., at the St. Charles Auction Exchange, in the basement of the St. Charles Hotel in this city, by virtue and in pursuance of an order of the Honorable Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated April [illegible], 1871, docket No. 11,044, for account of the succession of William Nicol, deceased, at public auction, will be sold—

TWO VALUABLE LOTS OF GROUND, together with the buildings and improvements thereon, situated in the First District of this city, in the square bounded by Baronne (late Bacchus), Delord (late Triton walk), Carondelet (late Apollo) and Calliope streets, designated as Nos. 14 and 15, which adjoin each other and measure as follows, to wit: Lot No. 14 measures 27 feet 3 inches and 4 lines front on Baronne street, 31 feet 7 inches and 4 lines in width in the rear, by a depth of 193 feet 7 inches and 7 lines on the side toward Delord street, and 192 feet 11 inches 1 line on the other side line next to lot No. 15, all more or less. Lot No. 15 measures 27 feet 3 inches and 4 lines front on Baronne street, 31 feet 7 inches and 4 lines in width in the rear, by a depth of 192 feet 11 inches and 1 line on the side next to lot No. 14, and 193 feet 2 inches and 4 lines on the other side line next to Calliope street, all more or less, American measure, according to a plan made by Louis H. Pilie, surveyor, dated May —, 1871.

The improvements consist of a superior built and stylish double tenement two-story and attic brick residence, covered with slate, retired from the street, with neat iron fence in front, and known as Nos. 281 and 283 Baronne street, and contains on either side a wide hall, two parlors with marble mantles, dining room, kitchen, pantry, china closet and ironing room below, with two large bed chambers, cabinet, hall, three servants' rooms and bathroom on second floor, and two large finished rooms in the attic, with water closets above and below, galleries above and below, front and rear, with gas in every room. The yard is large and is paved, and contains on each side a large cistern and a hydrant. The back yards are very large, have some fruit trees, and room for a vegetable garden. The whole in superior order, and leased until next fall at $1000 and $1200 per annum, respectively, to good tenants, payable monthly.

Terms and conditions—One-third cash in United States treasury notes, and the balance in equal payments at one and two years, with eight per cent interest and special mortgage, with vendor's privilege, from the day of sale until final payment, the notes to be divided into coupons if required by the vendors; the mortgage to embrace the five per cent clause for attorney's fees in case of suit, the improvements to be kept fully insured and the policies transferred to the holders of the notes.

Acts of sale before W. McC. Jones, notary, at the expense of the purchasers, including the stamps and the taxes for the current year, 1871.

ap25 my6 13 20 27

VALUABLE LOT ON TCHOUPITOULAS STREET, BETWEEN MARKET AND ST. JAMES STREETS.

SUCCESSION OF H. McNEIL VANCE.

Second District Court for the parish of Orleans—No. 33,[illegible].

BY NASH & HODGSON—W. I. HODGSON, Auctioneer.—Office No. 170 Gravier street.—On SATURDAY, May 6, 1871, at twelve o'clock M., at the St. Charles Auction Exchange, by virtue of an order of the Honorable Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated March 28, 1871, court docket No. 33,[illegible], for account of the succession of H. McNeil Vance, deceased, will be sold—

ONE VALUABLE LOT OF GROUND, in the First District of this city, in the square bounded by Peters (late New Levee), Market, Tchoupitoulas and St. James streets, designated as No. 9, measuring 31 feet 11 inches and 4 lines front on Tchoupitoulas street, by a depth of 127 feet 10 inches and 6 lines between parallel lines, American measure, according to a plan drawn by Messrs. Pilie & Murray, surveyors, dated April 22, 1870.

Terms—Cash in United States treasury notes.

Act of sale before Charles Stringer, notary, at the expense of the purchaser, including the United States stamps, and the taxes for the year 1871.

apl 8 15 29my6

DOUBLE TENEMENT COTTAGE, NOS. 463 AND 465 FULTON STREET, BETWEEN SORAPURU AND PHILIP STREETS.

AT PUBLIC AUCTION.

SUCCESSION OF MRS. PENELOPE BOSTICK.

Second District Court for the Parish of Orleans—No. 34,016.

BY NASH & HODGSON—W. I. HODGSON, Auctioneer—Office No. 170 Gravier street—On SATURDAY, May 6, 1871, at twelve o'clock M., at the St. Charles Auction Exchange, in the basement rotunda of the 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 April 4, 1871, docket No. 34,016, for account of the succession of Penelope, deceased wife of John E. Bostick; at public auction, for a partition, will be sold—

ONE VALUABLE LOT OF GROUND, with the buildings and improvements thereon, situated in the Fourth District of this city, in the square bounded by Fulton, Sorapuru, Rousseau and Philip streets, measuring 31 feet 11 inches and 5 lines front on Fulton street, by a depth of 130 feet, all between parallel lines, American measure, according to a plan made by Louis H. Pilie, surveyor, dated April —, 1871.

The improvements consist of a neat double tenement, one story and attic frame residence, known as Nos. 463 and 465 Fulton street, containing, altogether, eight rooms, with double kitchen in the rear, double privies, two cisterns, sheds, etc.

Terms—Cash in United States treasury notes.

Act of sale before P. C. Cuvellier, notary, at the expense of the purchaser, including the stamps and the taxes for the current year, 1871; the sum of $250 to be paid cash on the spot, as earnest money, which amount will be deducted in settlement.

ap8 15 22 29my6

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

VALUABLE SECOND DISTRICT PROPERTY AT AUCTION.

SUCCESSION OF THOMAS KILLILEA AND ANN RYAN, HIS PREDECEASED WIFE.

Second District Court for the parish of Orleans—No. 34,466.

BY R. M. & B. J. MONTGOMERY—B. J. Montgomery Auctioneer—Will be sold, on SATURDAY, April 29, 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 March 20 and 23, 1871, No. 34,466 of the docket of said court—

1. A CERTAIN LOT OF GROUND, together with the buildings and improvements thereon, situated in the Faubourg Treme, Second District of this city, in the square bounded by St. Ann, Galvez, Orleans and Johnson streets, and measuring 31 feet 11 inches and 5 lines front on St. Ann street, 78 feet 1 inch and 7 lines in depth on the left line, 31 feet 11 inches and 5 lines in width in the rear, and 77 feet 9 inches and 5 lines in depth on the right line.

2. A CERTAIN LOT OF GROUND, together with the buildings and improvements thereon, situated in the same square, and adjoining the property firstly described, and measuring 31 feet 11 inches and 5 lines front on St. Ann street, the same in width in the rear, by a depth of 77 feet 9 inches and 5 lines on the line of lot firstly described, and 77 feet 5 inches and 3 lines on the opposite line.

Terms and conditions of sale—One-third cash in United States treasury notes, balance in equal installments payable in one and two years, credit secured by special mortgage on property sold, bearing eight per cent interest from date, with five per cent attorney clause, in case of suit to recover the amount sued upon—the property to be kept insured, and policy transferred to the estate, purchaser to assume the payment of the taxes of 1871.

Plans exhibited at place of sale.

Act of sale, including the internal revenue stamps, before Joseph Fahey, notary public, at the expense of the purchaser.

mh28 ap1 8 15 22 28 29

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 [illegible] Mahogany and Walnut Bedsteads, Armoires, [illegible] Washstands, Parlor [illegible] Centre Tables, Carpets, [illegible]