New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

THE COURTS.

Supreme Court—The Limitation of the State Debt.

We present the recent decision of the Supreme Court in the case of the State ex rel., Solomon and Simpson vs. James Graham, State Auditor, in which is decided the question of the limitation of the State debt.

The State of Louisiana ex rel., Solomon and Simpson vs. James Graham, Auditor of the State.—The relators pray for a writ of mandamus to compel the State Auditor to issue a warrant to them for $50,331 46. They sue as the assignees of the rights of J. O. Nixon, under an act of the General Assembly of the State, passed March 1, 1871, and numbered thirty-two. The Auditor alleged as cause for refusing to issue the warrant that the Act No. 32 is unconstitutional.

And the State, represented by the Attorney General, intervened in the suit and denied the right of J. O. Nixon to a warrant, on the ground that act No. 32 is unconstitutional, inasmuch as at the date of its passage the debt of the State exceeded $25,000,000, and the General Assembly was prohibited by the third amendment to the constitution of the State, promulgated in December, 1870, to increase the debt of the State after it had reached that sum.

To this intervention the relators excepted, on the following grounds, to-wit:

1. That this is not such a case as authorized the intervention of the State to prevent the issuance of the warrant demanded under act No. 32.

2. That the State is estopped by the terms of the act itself, for appearing herein for the purposes set forth in the petition of intervention, and in law is estopped from disputing the validity of its acts, duly passed according to law, and binding upon all officers of the government.

3. That the intervention discloses no cause of action.

First—An intervention is a demand by which a third person requires to be permitted to become a party to a suit between other persons, either by joining the plaintiffs in claiming the same thing, or something connected with it, or by uniting with the defendant in resisting the claim of the plaintiffs. (Code of Practice, 389.) In order to be entitled to intervention it is enough to have an interest in the success of either of the parties to the suit. (Code of Practice, 389.)

Is the proceeding instituted by the relators against the Auditor a suit? We think it is. Has the State an interest in the success of either parties to the suit? Unquestionably she has. We can perceive no reason why the State should be denied the right to intervene to prevent her agent from being compelled to do an act which she avers is unauthorized by law: 22 An. 366, State ex rel. Burbank, etc., vs. Dubuclet, State Treasurer.

Second—If the doctrine contended for by the relators be correct, the amendment of the constitution fixing the limit of the State debt would practically be without effect, whenever the Legislature inadvertently or designedly disregarded its provisions. The doctrine of estoppel is entirely inapplicable to a case like this.

Third—The State is interested in enforcing the provisions of the constitution, and in resisting the claims of relators. The Judge *a quo* correctly overruled the exceptions, and permitted the intervention. It is unnecessary, therefore, to decide whether the Auditor had any discretion relative to issuing the warrants in question. On the merits, the question presented is the constitutionality or unconstitutionality of act No. 32.

The solution of this question depends upon two facts: Did the State debt exceed $25,000,000 at the date of that act, and did the said act create a debt? The evidence in the record leaves no doubt that the debt of the State exceeded that sum on or before March 1, 1871.

The total amount of the bonds of the State issued at that date was $22,560,233; the total amount of debts other than bonds on December 31, 1870, was $2,461,501 40; total debt December 31, 1870, $25,021,734 40.

Between December 31, 1870, and March 1, 1871, the increase of warrants and certificates was $552,174 14. But if we concede, what is not true, that the uncollected back taxes would absorb the warrants and certificates of indebtedness, still there is no room to doubt that the debt of the State largely exceeded the limitation of the constitution on the first day of March, 1871.

The remaining bonds of the State in favor of the Mississippi Mexican Gulf Ship Canal Company, to be issued under act No. 116 of the General Assembly of 1869, amount to $126,000. The remaining bonds of the State in favor of the North Louisiana and Texas Railroad Company, to be issued under No. 108, of 1868, is not less than $594,000. The bonds of the State in favor of the New Orleans, Mobile and Chattanooga railroad, to be issued under the seventh section of act No. 31, of 1870, equal $3,000,000. Total amount of bonds to be issued, $3,720,000. Total amount of bonds issued, $22,560,000. Total amount of bonded debt, $26,280,000.

Beside this, the State has obligated itself to indorse the bonds of the New Orleans, Mobile and Chattanooga railroad, and the New Orleans, Baton Rouge and Vicksburg railroad, to the extent of $12,500 per mile of each railroad as they are completed. It is contended that the bonds issued in favor of the property banks, amounting to $4,839,933 33, should not be computed as debts of the State, because they are amply secured by the assets of the banks, and because the accrued interest thereon has been promptly paid by the banks. It is well known, especially in this country, that persons, natural and artificial, frequently fail in business, and from affluence they are suddenly reduced to insolvency. The present ability of the property banks to meet their liabilities is no guarantee that the State will not eventually have to pay her bonds issued to said banks; and much less is it a reason to say that the said State bonds should not be computed as a part of the debt of the State. If it had been intended to exclude these bonds or others in the computation of the debt of the State, limited by the constitution, it would have been done in express terms.

In the case of the city of Baltimore vs. Gill, 31 Md., the court held that a temporary loan to the city, made on a pledge of railroad stock owned by the city, was a debt, notwithstanding it was stipulated in the contract that the city was exempted from all personal liability, and that the lender should look alone to the pledge for payment. In that case the city of Baltimore had attempted to evade a constitutional provision by which the debt of the city could not be increased except on the joint assent of the Legislature and the people by a vote. It is also insisted by counsel that "the indebtedness of the State can only be ascertained from the amount of its outstanding liabilities, for the payment of which (part of the principal and annual interest) the authorities must provide and raise a revenue; but obligations, or promises, to issue, hereafter, bonds to railroads when they are built, and which, perhaps, will never be built, do not constitute an indebtedness, because the State need not provide to pay a part of the principal and the interest on the bonds, which do not exist."

And if the State is ever called on to issue such bonds, they will be at least an equivalent, and consequently an asset to counterbalance the liability.

The fallacy of counsel consists in assuming, first, that a conditional obligation, and second, that a promissory note of A, secured by a mortgage on the property of B, is not a debt of the maker, A, because it is secured. Both positions are untenable.

"Conditional obligations are such as are made to depend on an uncertain event. If the obligation is not to take effect until the event happens, it is a suspensive condition," etc. C. C., Art. 2021.

"The condition being complied with has a retrospective effect to the day that the engagement was contracted; if the creditor dies before the accomplishment of the condition, his rights devolve on his heirs." C. C., Art. 2041. "And the creditor may, before the fulfillment of the condition, perform all acts conservatory of his rights." C. C., Art. 2042.

Thus, the obligations of the State in relation to the railroad companies aforesaid are suspensive and protestative conditional obligations. The State is a debtor to those companies, and the fulfillment of the conditions will have a retrospective effect at the time when the engagements were contracted. For example, when the Mississippi and Mexican Gulf Ship Canal Company will have completed the lock on said canal, the company will be entitled to demand the bonds of the State for $126,000, and when issued, it will not be denied, the bonds will form a part of the debt of the State. But when and how was the debt created? It is clear it was created by the act of the Legislature in 1869. The law on this subject is the same in the other States of this Union. "A party bound by either an express or an implied contract, in virtue whereof he may become liable to the payment of money, is a debtor, although his liability be contingent." 5 Barb., 410; 18 Mend., 375, 386; 5 Cowen, 67; 8 Cowen, 427, and 4 Greene, 195. The reasoning of Chief Justice Miller seems conclusive:

"The objection is that Van Wyck was not a creditor of Seward at the date of the deed, because it was then uncertain whether he would ever have a cause of action on the covenant. Let us see where this doctrine would carry us. If one promise to pay money at a future day, he only pays before the credit expires, and until that time arrives, it is uncertain whether an action will ever accrue on the promise. The contract of surety only creates a contingent liability. Until the principal is in default, it is uncertain whether an action will ever accrue against the surety. The drawer of a bill of exchange is only bound to pay it upon a contingency which may never happen; and so it is with the indorser of negotiable paper of all kinds. The contract of indemnity is another case where an action may never accrue upon the undertaking."

In these and all other cases depending upon contract, the person with whom the engagement is made is as much a creditor, within the meaning of the statute, as though he had a debt on which a right of action already existed.

Did the appropriation made in favor of J. O. Nixon create a debt against the State, or was it a recognition of a debt existing prior to the constitutional amendment, and unaffected by it?

The preamble to the act recites that—

"Whereas, The State of Louisiana, by act of March 22, 1866, and by her contract with James O. Nixon as public printer, agreed to pay him in cash, monthly, certain rates and prices for public printing by him to be executed; and, whereas, said Nixon executed his bond for ten thousand dollars to the State for the faithful performance of his duties as public printer; and, whereas, the State paid him only part in cash, and the remainder in warrants, which he was compelled to receive or get nothing at all; and, whereas, to comply with his engagements to the State he was compelled to sell these warrants at various and heavy discounts; and, whereas, the good faith of the State requires that it should make good the losses incurred," etc.

It appears from these recitals that the State had settled with J. O. Nixon in full for the work done by him as public printer, and that his necessities compelled him to sell at a discount his warrants received in the settlement. If instead of the State it had been a private individual who had contracted with Nixon, and who had given him his note in settlement, could Nixon have enforced his claim for losses in consequence of the sale of the note? Certainly not. After the settlement aforesaid, and the sale of the warrants, the State did not owe Nixon but the holder of the warrants. Therefore the act No. 32, if valid, necessarily created a debt.

But it is contended by the relators that the appropriation does not create a debt, "because the money is presumed to be in the treasury." This raises the very serious question whether or not the Legislature can make appropriations unless there be money to meet the warrants authorized thereby, either actually in the treasury or provided for by the revenue bill. The power of appropriation is the right to apply to public purposes money in the treasury. Article 104 of the constitution declares "no money shall be drawn from the treasury but in pursuance of specific appropriations made by law."

An appropriation is an authorization to the Auditor to check upon the treasury for moneys then deposited. If, therefore, the revenues be inadequate to meet the interest of the public debt, and the current expenses of the necessary State agencies to preserve the government, an appropriation (whereby the liabilities of the State are increased) for any other purpose than the support and maintenance of the machinery of government, is a debt, within the meaning of the constitutional amendment, which declares "that prior to the first day of January, 1890, the debt of the State shall not be so increased as to exceed twenty-five millions of dollars.

It is further contended that the prohibition in the constitutional amendment is inoperative until the Legislature shall provide by law how to carry it into effect. And the case of Grooves vs. Slaughter, reported in 15 Peters 449, is relied on to support the position. The case is wholly inapplicable. That there are provisions of the constitution which require legislative action to carry them into full operation, can not be doubted, but it is equally certain that there are other provisions of the constitution which are effective, independently of the action of the General Assembly.

This amendment does not require legislation to be operative. 13 Bart., 63 and 188. It is a check upon the General Assembly itself, and its efficacy is independent of their legislative will. The proper way for the Legislature to give effect to this amendment, is not to pass laws for its enforcement, but to refrain from enacting laws in violation of its commands.

The evidence shows that the revenues of the State are inadequate to the expenditures. We are therefore constrained to declare that the act entitled "An act for the relief of James O. Nixon, late public printer," passed by the General Assembly of the State of Louisiana, on the first day of March, 1871, is unconstitutional, null and void.

It is therefore ordered, adjudged and decreed that the judgment of the District Court be affirmed, with costs of appeal.

The State ex rel. Samuel Smith & Co. vs. the Board of Liquidators of the Floating Debt of the State.—This case, and the several cases of J. L. and E. H. Levy, John Klein and Jules Blanc vs. the same, involve the obligation of the board of liquidators to exchange State bonds (issued for the purpose of taking up the floating debt of the State) for certificates of indebtedness at the rate of one hundred dollars in bonds for seventy dollars in indebtedness.

The plaintiffs applied to the Eighth District Court for a writ of mandamus to compel the board of liquidators, through the Fiscal Agent of the State, to issue to them $235,000 in bonds for $165,000 of certificates. The rule was dismissed by the Judge of the Eighth District Court, and the plaintiffs appealed.

Justice Taliaferro, in delivering the opinion in the above case, holds that in the matter of issuing bonds for certificates it was simply a matter of discretion on the part of the members of the board, inasmuch as they were assailed on all sides by the parties demanding bonds in exchange for certificates. This being the case, "the court has no power to grant a mandamus to direct any officer how to perform a duty; but if, in the discretion he is vested with, he act in bad faith and fraudulently, to the injury of parties interested, the act might be inquired into in another form of action; but we think it can not properly be done under a proceeding by mandamus.

"The judgment of the district court is affirmed as above."

Justice Howe delivers a concurring, and Chief Justice Ludeling and Justice Howell dissenting opinions.

Seventh District Court—Important Commercial Opinion by Judge Collens.

Judge Collens has delivered an opinion in the suit of Connaty vs. Yorke. The facts in this case may be summed up as follows:

Just after the close of the war three persons, Peterson, Cook and Connaty, joined together in the State of Texas in the purchase of 114 bales of cotton, which were, according to agreement, to be shipped to E. A. Yorke, a commission merchant in New Orleans, Connaty having received from Peterson an order upon Yorke directing him to pay to Connaty the one-third the proceeds of said 114 bales of cotton.

Upon the presentation of this order Yorke paid Connaty his one-third of value of the cotton, giving him therefor a bank draft on Philadelphia. Receiving this, Connaty proceeded to Philadelphia, supposing that, as far as he was concerned, the business touching the cotton speculation was at an end.

Shortly after his departure the cotton was seized by the United States government, upon the supposition that it had been smuggled from Texas. Pending this action Yorke telegraphed to Philadelphia ordering the stoppage of the payment of the draft given to Connaty, who, upon presentation of the same, was unable to obtain his money.

The government not being able to prove anything concerning the illegal shipment of the cotton, released it to Yorke, who sold it and paid the entire proceeds to Cook, and ignored the draft given to Connaty. That person subsequently demanded payment of the draft from Yorke, which was refused, and hence suit was instituted.

In his opinion, Judge Collens says:

Passing over without discussion the difficulties in the evidence against the theory of defense, I consider that the most favorable view which can be taken of that theory would present this question: "Is the debtor of a commercial firm discharged by the judgment of his whole debt to two of the members of the creditor firm, when, previous to that judgment, the debtor had given his draft or check for a portion of the debt to a third member; when, also, that draft was drawn in favor of that third member, individually; when, at the time of payment, the draft was still outstanding, and was in the possession of the third member; when the partnership was limited to the single adventure that created the debt, and the third member held the draft as representing his share at least of that adventure, and the debtor knew of and recognized the third members right to that share; and when making the payment, regardless of his outstanding draft, the debtor put it in the power of one of the other two partners to abscond with the whole fund?"

I think this question must be answered in the negative. The general rule that a payment to one party is a payment to the firm, is not without its exceptions. Notice, expressed or clearly implied from one of the partners, not to make the payment would suspend the rule. So other circumstances may prevent its operations, as it certainly was prevented in this case. By drawing the draft the defendant voluntarily subjected himself to the liabilities, while he acquired the rights of makers of such obligations. He added the advantages and disadvantages of this relation to his liability and rights as factor of the creditor firm. The giving of the draft to the third member, at the time and in the manner shown by the evidence, was valid as against the creditor firm, so that the member who received it had a right to regard himself as conclusively protected against any payment of his net share to his copartners. The only just cause for delaying payment of the draft, viz: the seizure of the cotton, was speedily removed. It should have been then immediately taken up by payment to the holder.

The factor had no more right under the circumstances, as they then stood, to resist the payment of his draft than he would have had to demand back the money if the draft had been paid, or than if he had advanced the cash instead of a draft. He had implied, if not express cause for believing that the firm had consented to the third member taking the draft individually, and that it had ceased to belong to the firm, and had, on settlement or otherwise, become the separate property or security of the partner who held it—a very common circumstance, the mere possibility of which was sufficient to put the defendant on his guard, and require him to make diligent inquiry. Even the form and tenor of the draft (it being drawn in favor of the plaintiff individually) was the acknowledgment of notice of the existence of some such separate title or equity. Nevertheless, he chose to pay the total proceeds of the cotton the very day it was released to a member of the creditor firm without requiring a return of the draft or giving any notice to the plaintiff. Hence, if the payment of his own written obligation must result in a loss to him, the defendant must impute that loss to his own or agent's imprudence.

The plaintiff, having received the draft, which was more than sufficient to satisfy his whole claim against his co-partners, was secure against the very loss this imprudence has caused. The sudden and reckless act of the defendant, if effect were given to it, against the defendant, would destroy the security so held, reverse the existing and plainly apparent relation between the parties at the time, revive the debt due by the two other partners to the plaintiff, though that debt had been extinguished by the giving of the drafts, and would transfer the loss following the imprudent payment from the defendant, who committed the imprudence, to the plaintiff, whose whole course was a notice that he opposed it. The defendant, or his agent, could not but be aware of his attempt to treat his outstanding draft as a nullity. The plaintiff's interest in the draft was equal to one-third of $13,909 28, amount of net proceeds of joint adventure. The surplus would have accrued to the other two partners. The payment to them or their agent was certainly valid as against their interest in the draft.

The defense, consisting in the allegation of misrepresentation and error, though helped by one of the witnesses, is refuted by, first, the presumption arising from the very act of giving the draft; second, the improbability of its having been given without an order, or at least receipt, to one not showing any title, and whom the witness pretended to have then and there suspected; third, by the direct testimony sustaining the presumption of the existence of an order; fourth, by the fact that for one-third plaintiff really had the right it is said he asserted; wherefore he can not be charged with misrepresentation; fifth, by the surrounding circumstances, such as the presence of the consignor's agent, who was in personal communication with defendant's agent, and was doubtless consulted.

Judgment for plaintiff for $4636 41, with interest, costs, etc.

Eighth District Court.

The case of the State vs. the Mexican Gulf Canal Company was called up again yesterday, but had again to be postponed, owing to the absence of witnesses. It is now fixed for next Monday.

United States Circuit Court.

In the case of R. Paggio vs. the New Orleans Insurance Association, the case having gone to the jury, they returned a verdict to the effect that the plaintiff recover from defendant the sum of $7000 for the insurance on the hull of the vessel, the sum of $5500 (in gold coin) for the freight the vessel contained, together with interest on the two amounts, as prayed in his petition; and the further sum of $5000 for damages, with interest at the rate of five per cent from the date of judicial demand. The amount of the verdict is $17,500. A judgment of the court was rendered in accordance with the foregoing verdict.

Commissioner Weller's Court.

The steward and stewardess of the ship Lady Blessington sued the vessel upon a small claim. The sum was promptly paid, as there is good reason to believe it would have been without a resort to court.

George Bergerman, second steward of the steamship Frankfurt, who had been committed to the Parish Prison in default of bail to appear for examination, succeeded yesterday in finding sureties. But his vessel had gone to sea, and, like Billy Taylor acted toward his true love, left him all forlorn.

SHERIFF'S SALES.

John M. Crawford vs. Jacob Young—Sixth District Court for the parish of Orleans, No. 2400.

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 SATURDAY, June 24, 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 appurtenances thereof, and all the rights, ways, servitudes, privileges and advantages thereunto belonging or appertaining, situated in the First District of this city, in the square bounded by Tchoupitoulas, St. James, New Levee and Celeste streets, and measuring sixty-three feet eleven inches and three lines front on Tchoupitoulas street, by a depth and front on St. James street of one hundred and twenty-seven feet ten inches and five lines, between parallel lines, of which two streets it forms the corner, as per plan drawn by A. Castaing, architect dated the thirteenth of January, 1860, deposited for reference in the office of Edward Barnett, notary public in this city. Which property was acquired by said defendant, Jacob Young by purchase from Anton Stulb, per act passed before said E. Barnett, notary, on the eleventh day of July, 1860.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my23 je8 24

SHERIFF'S SALES.

Moran, Noble & Woods vs. James M. Kane—Seventh District Court for the parish of Orleans, No. 8748.

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, June 6, 1871, at five o'clock P. M., the following described property, to wit—

Engines, Shafts, Flanges, Chimneys, Plumber-blocks and all the paraphernalia appertaining to said engines; also, one small nigger engine and fly-wheel, now in the Dock Yard of the Good Intent Dock Company, Algiers, right bank of the Mississippi river.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my24 30 je6

B. B. Simmes vs. Block & Chretien—Sixth District Court for the parish of Orleans, No. 2201.

BY VIRTUE OF A WRIT OF FIERI FACIAS against Jules Block and Francis B. Chretien and Block & Chretien, 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, on the premises hereinafter designated, on MONDAY, June 5, 1871, at five o'clock P. M., the following described property, to wit—

The FURNITURE AND MOVABLE EFFECTS contained in the premises now occupied by defendant, Jules Block, and situate on Elysian Fields street, between Robertson and Claiborne streets, in the Third 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, Sheriff of the Parish of Orleans.

my24 30 je4

Henry Samory vs. Patrick Meehan and Honora Meehan, his wife—Eighth District Court for the parish of Orleans, No. 540.

BY VIRTUE OF A WRIT OF SEIZURE AND SALE to me directed by the honorable the Eighth 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, June 24, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, together with all the rights, ways, privileges and advantages thereunto belonging, or in any wise appertaining, situated in the Second District of this city, and designated by the number fifteen in square number thirty-two, bounded by Carondelet walk, Miro, Tonti and St. Peter streets, on a plan made by F. N. Tourne, architect, on the sixth March, 1855, and deposited in the office of J. Lisbony, late a notary public in this city. Said lot forms the corner of Carondelet walk and Tonti streets, and measures twenty-eight feet eight inches and four lines front on Carondelet walk, one hundred and forty-three feet nine inches and seven lines deep, and front on Tonti street, one hundred and forty-one feet four inches and five lines deep on the division line of lot number sixteen, and twenty-eight feet seven inches and four lines width in the rear. Being the same property acquired by purchase by Mrs. Honora Ridge, wife of Patrick Meehan, from plaintiff herein, as per act passed before Alexander E. Bienvenu, a notary public in this city, dated the twenty-fifth day of April, 1867.

Seized in the above suit.

Terms—1. The purchaser to assume the payment of a promissory note for the sum of one hundred and fifty dollars, secured by mortgage on said property, dated April 25, 1867, payable five years after date, bearing six per cent interest per annum from date to its maturity, and thereafter at eight per cent per annum until final payment; 2. And the balance cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my24 je10 24

David C. McCan vs. Succession of Oliver DuBois and William Mish—Second District Court for the parish of Orleans, No. 28,782.

BY VIRTUE OF A WRIT OF FIERI FACIAS against Mrs. Josephine Howell, wife of Thomas J. Howell, sole heir of her mother, Mrs. Almira DuBois, and Mrs. Ada Russell, widow of Samuel Russell, Laura Sprigg, Adda Sprigg, Genevieve Sprigg, Mrs. Josephine Howell, Mrs. Emma Bennett, wife of Leopold Bouvier, Mrs. Helen Bennett, wife of Samuel Carroll, and Laura Bennett, sole heirs of Oliver DuBois, and Mrs. Anna Mary Adelaide Mish, wife of James G. Gernon, sole heir of her father and mother William Mish and wife, to me directed by the honorable the Second 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, June 17, 1871, at twelve o'clock M., the following described property, to wit—

1. THREE CERTAIN LOTS OF GROUND, situate in the First District of the city of New Orleans, in the square bounded by St. Charles, Poydras, Camp and Gravier streets, and designated by the numbers two, three and four, on a plan drawn by Joseph Pilie, late surveyor, on the twenty-second day of August, 1837. The said lot number two measures twenty-two feet eleven inches and four lines front on St. Charles street by one hundred and twenty-five feet six inches in depth, and said lots numbers three and four measuring each twenty five feet eleven inches and four lines front on St. Charles street, by one hundred and seventy-five feet six inches in depth, between parallel lines, English measure.

2. AND ANOTHER LOT OF GROUND, adjoining the said lot number four, above described, and measuring, French measure, twenty-two feet six inches front on St. Charles street by one hundred and sixty feet in depth, between parallel lines, bounded on the side toward Poydras street by the said lot number four, and on the side toward Gravier street by the property belonging to the succession of Mrs. Farrie.

Together with all the buildings and improvements thereon and appurtenances thereunto belonging. The whole as described in the act of mortgage by William Mish and Oliver DuBois, composing the firm of DuBois & Mish, in favor of R. Rochard & Co., passed before Felix Grima notary public in this city, on the twenty-third day of March, 1859.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my16 20 je17

John Fage vs. A. Schmucker—Sixth District Court for the parish of Orleans, No. 1924.

BY VIRTUE OF A WRIT OF 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 SATURDAY, June 17, 1871, at twelve o'clock M., the following described property, to wit—

TWO CERTAIN LOTS OF GROUND, together with the buildings and improvements thereon, designated as lots numbers twenty-one and twenty-two in square number nine, bounded by Live Oak, Magazine and Toledano streets and Louisiana avenue. Which said lots measuring, each, thirty-two feet front on Magazine street, by a depth of one hundred and twenty-seven feet four inches, between parallel lines, lot number twenty-two forming the corner of Toledano and Magazine streets.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my16 je2 17

Miss Celine Ravanat vs. Miss Philomena Wirth—Fourth District Court for the parish of Orleans, No. 24,023.

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, June 10, 1871, at twelve o'clock M., the following described property, to wit—

1. ONE CERTAIN LOT OF GROUND, situated in the faubourg Treme, in this city, being a part of lot number thirty-one, of the square comprised between, Ursulines, Hospital, Tonti and Miro streets, on a particular plan drawn by Louis Bringier, then surveyor general, on the fourth day of November, 1843, annexed to an act dated third of June, 1844, passed before C. Pollock, then a notary public in this city, and measuring in American measure thirty feet front on Tonti street by sixty feet in depth, between parallel lines, together with all the buildings and improvements thereon, rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging, or in any wise appertaining, without reservation.

2. A CERTAIN PORTION OF GROUND, being a part, and to be taken in the rear part from a certain property or lot of ground, situated in the Second District of this city, in the square formed by Ursulines, Hospital, Miro and Tonti streets, said property consisting of a lot of ground number eight, having thirty feet front on Ursulines street, by a depth of one hundred and thirty feet, on a sketch annexed to an act passed before A. D. Doriocourt, notary public in this city, on the first day of July, 1845, between Madame Pelleteau and Mr. Achille St. Dizier.

The portion of ground herein seized measuring thirty feet wide by a depth of also thirty feet, as the whole will more fully appear by reference to the act of sale from Jean Jacob Lafferre to Miss Philomena Wirth, defendant herein, and passed before E. Ende, a notary public in this city, dated the tenth day of August, 1863.

Together with all the rights, privileges, servitudes, advantages and appurtenances thereunto belonging or in any wise appertaining.

The property firstly described belongs to defendant herein, by means of the purchase she made from Miss Celine Ravanat, plaintiff herein, as per act passed before the same notary, dated the seventh day of August, 1863.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my9 25 je10

Felicite Kohler vs. John P. Walden—Fourth District Court for the parish of Orleans, No. 19,242.

BY VIRTUE OF A WRIT OF FIERI FACIAS against John P. Walden et als, 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, June 3, 1871, at twelve o'clock M., the following described property, to wit—

FOUR CERTAIN LOTS OF GROUND, situated in the Fourth District of New Orleans, in the square bounded by Carondelet (late Apollo), Jackson, Philip and Brainard streets, designated by the numbers one, two, three and four, on a plan drawn by W. Thornton Thompson, late Deputy City Surveyor, dated August 22, 1857. Said lots adjoin each other, and measure, each, thirty-one feet two inches and five lines front on said Carondelet street, by one hundred and twenty-two feet seven inches and two lines in depth, lot number one forming the corner of Carondelet and Jackson streets.

Seized in the above suit as belonging to defendant J. S. Whitaker.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my2 17 je3

SHERIFF'S SALES.

M. L. LeBlanc vs. Lawrence P. Hill, tutor, etc—Fourth District Court for the parish of Orleans, Nos. 25,243.

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, June 24, 1871, at twelve o'clock M., the following described property, to wit—

A SQUARE OF GROUND, with the buildings and improvements thereon, situated in the town of Rickerville, late parish of Jefferson, now forming part of the city of New Orleans, and designated by the number forty-two on a plan drawn by B. Buisson, surveyor, and measuring two hundred and one feet one inch and four lines front on each of Peters avenue and Octavia street, and two hundred and seventy feet front on each of Pitt and Prytania streets.

Which said property was inherited by the minor children of Samuel L. Hill, from their mother, Mrs. Julia G. Gibbs, deceased wife of said Samuel L. Hill, who had purchased the same from the City Bank, by act passed before J. R. Beard, late a notary public in this city, on the twenty-third of May, 1849.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my23 je12 24

James O'Neil vs. John Bannon—Fifth District Court for the parish of Orleans, No. 2618.

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 SATURDAY, June 3, 1871, at five o'clock P. M., the following described property, to wit—

ONE CARRIAGE, No. 103, and two Bay Horses, and one set of Double Harness, in stables of Graver & Mulspough, No. 35 Elysian Fields street, in the Third District of this city.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my23 28 je3

Emile Berli vs. Robert Murphy; Same vs. Same—Fourth District Court for the parish of Orleans, Nos. 22,541 and 22,542.

BY VIRTUE OF TWO WRITS OF FIERI FACIAS to me directed by the honorable the Fourth District Court 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, June 9, 1871, at twelve o'clock M., the following described property, to wit—

1. FOUR LOTS OF GROUND situated in the town of Belleville, opposite the city of New Orleans, State of Louisiana, designated as lots numbers seven, eight, nine and ten, in square number nineteen. Lots numbers seven, eight and nine measure, each, thirty-two feet five inches front on Chestnut street, by one hundred and twenty feet in depth, and lot number ten forms the corner of Chestnut and De Armas streets, and measures thirty-two feet one inch and five lines front on Chestnut street, by one hundred and twenty feet in depth and front on De Armas street. The whole as per plan of said town, deposited in the archives of A. C. Ainsworth, late a notary public in this city.

2. AND THE UNDIVIDED HALF of two squares of ground situated in the late Third Municipality, now the Third District of this city, and designated by numbers twenty-nine and thirty, as per plan drawn by C. A. de Armas, surveyor, dated May 15, 1871, and deposited in the Sheriff's office for reference. Square number twenty-nine, bounded by Mathilda, Emily, Celestine and Genius streets and composed of twenty-two lots. And square number thirty, bounded by Mathilda, Celestine and Genius streets and the property of the Tobacco Warehouse Company, and composed of eleven lots.

Seized in the above suits.

Terms—This being the second and last auction, the said property will be definitively 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 five per cent interest per annum from date, and special mortgage on the property sold 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 about one hundred ($100) dollars, and, furthermore, the State, parish and municipal taxes, the amount of which is not yet ascertained.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my23 je1 9

Benjamin Tureaud vs. John G. Roche—Seventh District Court for the parish of Orleans—No. 8911.

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, June 17, 1871, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, with all the buildings and improvements thereon, rights, ways and advantages thereunto belonging or in anywise appertaining, situated in the First District of this city, in the square bounded by Melpomene, Terpsichore, Constance and Annunciation streets, designated by the number twenty-five, on a certain plan drawn by De Pouilly, architect, dated October, 1866, and measuring twenty-seven feet front on Melpomene street by one hundred and fifty nine feet ten inches and two lines in depth between parallel lines; being the same property acquired by the defendant by purchase from Benjamin Tureaud and others, per act passed before N. B. Trist, notary public in this city, dated May 5, 1870.

Seized in the above suit.

Terms—1. In cash for a sufficient amount to pay plaintiff's claim, say the sum of nine hundred and twenty-five ($925) dollars, with interest thereon at eight per cent per annum, from the twenty-sixth day of March, 1870, till the day of sale, five per cent attorney's fees, five ($5) dollars costs of act and costs of suit. 2. The purchaser to assume, to the extent of the amount of his bid, the payment of eight promissory notes, secured by mortgage on said property, drawn by defendant to his own order, and indorsed by himself, dated on the twenty-sixth of March, 1870, two of said notes for the sum of three hundred and thirty-eight dollars and fifty cents ($338 50) each, payable respectively eighteen and twenty-four months after date; two notes for the sum of three hundred and thirty-three dollars and twenty-five cents ($333 25) each, payable respectively eighteen and twenty four months after date; two notes for the sum of one hundred and fifty-three dollars and fifty cents ($153 50) each, payable respectively eighteen and twenty-four months after date; and two notes for the sum of ninety-nine dollars and seventy-five cents ($99 75) each, payable respectively eighteen and twenty four months after date, all bearing interest at the rate of eight per cent per annum from date until paid. 3. And the balance of the price of adjudication, if any, cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my17 27 je17

State of Louisiana vs. P. Casserly—Third District Court for the parish of Orleans, No. 13,023.

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, June 10, 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 No. 498, bounded by Prieur, Gravier, Perdido and Johnson streets, and measuring twenty-nine feet front on Prieur street by one hundred and ten feet in depth.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my9 25 je10

Laurent Uter vs. Captain Thomas B. Rogers—Sixth District Court for the parish of Orleans, No. 2423.

BY VIRTUE OF A WRIT OF 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 on the premises hereinafter designated, on WEDNESDAY, May 31, 1871, at five o'clock P. M., the following described property, to wit—

THE FURNITURE, PROPERTY AND MOVABLE effects in the premises situated on Clara street, near Perdido street, 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, Sheriff of the Parish of Orleans.

my19 26 31

Mrs. M. Lyons vs. N. Schwab—Michael Shelly vs. N. Schwab et al—Parish Court, parish of Jefferson, No. 574 and 581.

BY VIRTUE OF TWO ALIAS WRITS OF fieri facias to me directed by the honorable the Parish Court, parish of Jefferson, 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, May 30, 1871, at twelve o'clock M., the following described property, to wit—

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, situated in the faubourg Plaisance, in the city and parish of Jefferson, now the Sixth District of the city of New Orleans, and square number twelve, as per plan annexed to an act or partition between the heirs of Marie Antoine Foucher, deceased, and widow of Philip August Delachaise, before Theodore Guyol, notary public, April 20, 1855. Said square is bounded by Toledano, Magazine and Camp streets and Louisiana avenue. Said lots are designated by the numbers twenty-three and twenty-four, and adjoin each other, and measure, each, thirty-two feet four inches front on Toledano street, by a depth each, of equal and parallel lines, of one hundred and twenty-eight feet.

Said property was acquired by purchase from Louis Philip Delachaise by act passed before J. F. Coffey, notary public, dated June 25, 1859.

Seized in the above suits as belonging to John Page, one of defendants herein.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

ap28 my13 30

State of Louisiana vs. James Martin—Third District Court for the parish of Orleans, No. 18,475.

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, June 10, 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 No. 500, bounded by Canal, Gasquet, Rocheblave and Dorgenois streets, measuring fifty-seven feet by one hundred and twenty-eight feet, forming the corner of Canal and Dorgenois streets.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET, Sheriff of the Parish of Orleans.

my9 25 je10

SHERIFF'S SALES.

John Geddes vs. Succession of S. H. Fulton

Samuel & Louis Fasnacht vs. Jacob Wild

James J. O'Hara vs. P. Sullivan—Seventh District Court for the parish of Orleans, No. 8677.

Louis Stein vs. Mrs. Arabella B. Kennaday

George Wood vs. Charles Harispe—Fifth District Court for the parish of Orleans, No. 17,693.

Hope Insurance Company vs. Bernard Sautre

SHERIFF'S SALES.

State of Louisiana vs. Williamson Smith

Henry Story vs. Thomas J. Harrison—Eighth District Court for the parish of Orleans.

John C. Rogers & Co. vs. Richard K.

J. O. Seymour, Kennard & Hay vs. Barrett, Seymour & Co.

St. Leon Destez vs. Mrs. Julie Alliot

A. G. Farwell & Co. vs. F. M. Fisk—Fifth District Court for the parish of Orleans.

Mrs. Michaela L. Almonaster vs. William

E. Wooldridge vs. Mrs. Elizabeth Fritz