New Orleans Republican.

OFFICIAL JOURNAL OF THE UNITED STATES

OFFICIAL JOURNAL OF NEW ORLEANS

THE COURTS.

Eighth District Court—Judge Dibble on Metropolitan Warrants—His Opinion of Juries in Civil Cases—The Verdict of the Jury Set Aside—The Contested Recordership of the Fourth District—New Trial in the Chattanooga Railroad Bond Controversy Refused.

In the case of Esnard vs. the city, in which same $86,000 in Metropolitan Police warrants are involved, the jury last week returned a verdict to the effect "that the plaintiffs are *bona fide* holders of the warrants in question, that the warrants are genuine and to be recognized as lawful obligations, and should be paid." The verdict was taken under advisement by Judge Dibble, who, yesterday, delivered the following opinion on the same:

The plaintiffs, who are holders of a large amount of Metropolitan Police warrants, brought this action to compel the city of New Orleans to make provision for their payment. As a means to that end a writ of injunction was prayed for, and the court was asked to restrain the Council of New Orleans from passing any ordinance or resolution until they shall have provided means for the payment of these warrants.

The petitioners urged that the relief should be granted, by reason of the provisions of section five of act No. 64, special session of 1870. This statute made it the duty of the councils of the municipalities, and the police juries of the parishes within the Metropolitan Police District to provide means for the payment of the proportion of the expenses due from each municipality and parish for the Metropolitan Police. The fifth section aforesaid declares that all ordinances and resolutions passed by said councils and police juries shall be null and void until such provision shall have been made.

In the case of Lafon vs. Administrator Walton, I examined the history of those warrants issued by the Board of Commissioners of Metropolitan Police. The action was brought to compel the city officers to receive certain of such warrants for taxes due the city. I had occasion to construe section twenty-seven of the act No. 74 of 1868, under which the issue was made, and the acts No. 44 of 1869 and No. 41 of 1870, requiring the city to receive the warrants for taxes. I found from that examination that the city of New Orleans was obliged to receive the warrants tendered in payment for taxes, and judgment was rendered accordingly.

The dispute in that case, as in this, was in relation to the obligation of the city to receive the warrants issued during the first fiscal year of the Metropolitan Police, ending September 30, 1869. I found from the several statutes aforesaid—and so expressed in the decision—that the city was obliged to retire such warrants by receiving them for taxes, to the amount of the quota of the expenses of the police for that year due from the city.

In the answer of the city of New Orleans to the present suit, several defenses are set up. The plaintiff's ownership of the warrants is denied, the genuineness of the instrument disputed, and it is alleged that the city is not obliged to pay them or provide for their payment. It was especially urged, and particularly insisted upon during the trial, that the city has already paid the amount of the assessments for the years 1868 and 1869.

A jury trial was prayed for, and a trial by jury was had. Two days were occupied in taking the testimony. In charging the jury, at the request of counsel for the plaintiffs, the decision given in the Lafon case was read as the opinion of the court as to the law of the case.

The jury, after some delay, and after returning for instructions as to the form of a general or a special verdict, found the following: "We, the jury, find the facts in the case—first, that the plaintiffs in the case are bona fide holders of the warrants that were produced in court; second, from evidence of witnesses and the stub book we have come to the conclusion that they are genuine, and to be recognized as lawful obligations, and should be paid."

This verdict, though appearing to be general, is and was brought in as a special verdict upon the facts. It is, therefore, left to the court to give judgment upon these facts and the law applicable to them. C. P., article 519. The case was thereupon taken under advisement. C. P., 542.

When the verdict is special on the facts of the cause, those facts which the jury have found are considered as true, and the judge must render the judgment accordingly. C. P., 521. In making up his judgment the judge, I take it, has nothing to do but apply the law. He has no power to review the finding of the jury, or to determine other facts which they may have neglected to find. Therefore, if the facts found are not sufficient to authorize a judgment for the plaintiff, there must be judgment for defendant. This judgment against the plaintiff may be a non-suit. 7 M., 569.

After considering the pleadings and the several statutes which must be construed, I am satisfied that the jury have failed to find the fact which is material to a judgment for the plaintiffs. Has the city of New Orleans actually paid the amount assessed against it to sustain the Metropolitan Police during the year which ended September 30, 1869, the jury have not determined. I have no power to do so.

Under the jurisdiction of our State the trial by jury in a civil case is a nondescript affair. The system of jury trials is from the common law, but except in our criminal jurisprudence we have only preserved the name and certain forms. At the common law it is said that no man shall be deprived of his life or property except by a judgment of his peers; the petit jury was made to symbolize the country.

The idea that the officers of the law could not pronounce judgment upon the issues of fact essential to a final judgment found expression in the seventh amendment of the constitution of the United States: "And no fact, tried by a jury, shall be otherwise re-examined in any court of the United States than according to the rules of the common law." The verdict of the jury finally determines the facts. In Louisiana it is not so. We say to the jury in a general way: "Gentlemen, you are the judges of the law and the facts," while in truth they are left to determine neither. The superior court reviews the facts and the law, and frequently sets aside the verdict of the jury because both the law and the facts have been misapprehended or perverted.

I mention this only to show that although the judgment now to be entered will be one of non-suit, the ultimate decision of the cause may be a final determination of the issue.

It is therefore ordered, adjudged and decreed that there be judgment against plaintiffs as in case of nonsuit; that the case be dismissed, and that the plaintiffs pay costs.

Judge Dibble has refused a motion for a new trial in the case of C. H. Slocomb et al vs. Graham, Auditor, et al. The reasons assigned are the same as those expressed in the recent opinion delivered by the court on the first trial of the cause.

William Weber vs. E. A. Billings.—This suit, in which a rule nisi had issued on the application of Recorder Weber on A. E. Billings, to show cause why he should not be enjoined from interfering with him in the discharge of his duties as the Recorder of the Fourth District, has been discontinued.

His attorneys, Braughn & Buck, have filed a petition praying for a mandamus against Simeon Belden, Attorney General, to compel him to institute suit in the name of the State and join relator, William Weber, a person interested as party plaintiff with the State, against A. E. Billings, as intruder and usurper of the office of Recorder of the Fourth District, city of New Orleans.

The petition alleges that relator has given due information of said A. E. Billings' illegal intrusion, and that he required the Attorney General to bring suit in accordance with act No. 199 of the acts of 1868, better known as the "Intrusion act," that the Attorney General refused to bring said suit, although it is made his express duty in such cases to sue in the name of the State when requested to do so. Hence the application for a mandamus to compel him to do so.

Sixth District Court.

Before a jury in this court is being tried the case of Q. A. Thomas vs. the city, in which the plaintiff claims $23,093 28 on a contract to deliver oyster shells to the city.

Seventh District Court.

Joseph Walker, a resident of the parish of St. Charles, about four miles above Kennerville, has filed a suit against the Louisiana Levee Company, claiming $7500 as damages in consequence of the overflow of his rice plantation by reason of the Bonnet Carre crevasse.

Fourth District Court.

The third week of the jury term commenced in Judge Theard's court yesterday. The following cases were fixed for trial by jury: S. L. Langdon vs. New Orleans Insurance Association; Maignan & Laborde vs. A. C. Pierpont & Co.; J. A. Thurber vs. S. C. Whitcomb.

Second District Court.

The will of the late George A. Freret has been probated in this court. He leaves all his property to his wife and appoints her testamentary executrix.

A codicil, dated November 2, 1870, appoints W. C. Lipscomb joint executor with Mrs. Freret, and in the event of Mr. Lipscomb declining to serve, appoints "his old friend" Theodore Thieneman. There are also private instructions left for his executors.

United States Circuit Court.

In the case of Myra Clark Gaines vs. F. D. Delacroix, a decree was rendered by Judge Bradley in favor of the plaintiff. The bill of complaint charged that defendant had in his possession, in the latter part of the year 1813, certain slaves, which were the property of the complainant's father, and for the value of which property, with accruing interest, suit was brought. The suit failing in the lower court, was appealed to the Supreme Court of the United States, where judgment was rendered in favor of complainant. Upon the mandate of the Supreme Court, Judge Bradley rendered a decree whereby the case has been referred to Hon. J. B. Weller, master in chancery, to report upon, at the earliest time, the amount with interest which will be due the complainant under the judgment of the Supreme Court.

In the case of H. Fellrath vs. the Liverpool, London and Globe Insurance Company, tried before Hon. E. H. Durell, a verdict was rendered in favor of plaintiff for the sum of $3460, with legal interest from judicial demand till paid.

Commissioner Weller's Court.

A man named Wright, first mate of the steamship Lord Lovell, was arrested upon the charge of hindering and obstructing Deputy United States Marshal Ayres in the discharge of his duty as an officer. The matter grew out of a seizure of the Lord Lovell, which Mr. Ayres went on board to execute, when Wright refused to render possession of the vessel. The accused was held to bail to answer for the offense before the United States Circuit Court.

Charles Miller was arrested, charged with violation of the internal revenue laws by having in his possession a lot of cigars not stamped in accordance with the internal revenue regulations. He was held to bail.

The case of the crew of the bark Caribou came up for trial. It appears that the crew had signed shipping articles at Liverpool for a two years' voyage, but, before the vessel left the Mersey, they became dissatisfied, and the result was that the captain agreed to discharge them at New Orleans if they still remained dissatisfied. They claimed this promise which the captain accorded, but refused to pay the wages claimed. Judgment was given against the vessel.

The *Iberville South* says of the crops:

The very rainy season which has occurred for some time back has come very hard upon the crops. Field works have been suspended, and very few planters can now say that their fields are not grassy. It will require much work to destroy the grass, and in order that this may be done, there must be dry weather for a couple of weeks at least. With two or three weeks of dry weather the crops may yet be made comparatively good.

The *Terrebonne Republican* says:

Notwithstanding the immense quantity of rain that has fallen since our last issue, we learn that little damage has been done to the growing crops in this parish, and with dry weather for a few weeks, our planters will have no reason to complain, and they will look with confidence to an abundant yield of sugar, corn, etc., which will make them and all around them happy and prosperous. So far, the prospects are very satisfactory.

It is announced that Miss Kate Stanton will enter the lecture field next fall with a lecture entitled "Whom to Marry." As she has not been married, there can be no doubt of her ability to lecture on the above theme.

LEGAL NOTICES.

THE STATE OF LOUISIANA.

SEVENTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

LOUISA WESTHOLZ, WIFE, ETC., VS. FRANCIS Siewerssen—No. 8913.

I HEREBY CERTIFY THAT ON THE SIXTH day of March, 1871, judgment was rendered in this court in the following entitled suit, in the words and figures following, to wit:

Louisa Westholz, wife, etc., vs. Francis Siewerssen—No. 8913.

When after hearing pleadings, evidence and arguments of counsel, by reason of the law and evidence being with plaintiff, it is ordered, adjudged and decreed that there be judgment herein in favor of plaintiff, Louisa Westholz, against defendant, Francis Siewerssen, decreeing a separation of property between the said parties and a dissolution of the community of acquests and gains existing between them; and that the plaintiff do have and recover of her said husband, Francis Siewerssen, the sum of nine thousand four hundred and fifty dollars and twenty-three cents, with legal interest from judicial demand until paid and costs of suit, with mortgage upon the property of the defendant.

Judgment signed March 10, 1871.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court, at the city of New Orleans, on this eighth day of June, in the year of our Lord one thousand eight hundred and seventy-one, and the ninety-fifth year of the independence of the United States.

je10 3t* A. D. BERNOUDY, Clerk.

THE STATE OF LOUISIANA.

FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

MARY LOUISE BRYAN VS. VICTOR HEBERT Her Husband, No. 2653.

I HEREBY CERTIFY THAT ON THE TWENTY-ninth day of May, 1871, judgment was rendered in this court in the following entitled suit, in the words and figures following, to wit:

Mary Louise Bryan vs. Victor Hebert, her husband, No. 2653.

This cause was this day taken up for trial, Joseph P. Bermor for plaintiff, F. W. Baker for defendant.

When, after hearing pleadings, evidence and counsel, and the law and evidence being in favor of plaintiff, it is ordered, adjudged and decreed that there be judgment in favor of plaintiff, Mary Louise Bryan, and against defendant, Victor Hebert, her husband, decreeing a separation of property and a dissolution of the community of acquests and gains heretofore existing between the said parties, and that the said plaintiff have the sole administration of her separate estate. It is further ordered that defendant pay the costs of suit.

Judgment rendered May 29, 1871.

Judgment signed June 2, 1871.

(Signed) CHARLES LEAUMONT, Judge.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court, at the city of New Orleans, on this 4tenth day of June, in the year of our Lord one thousand eight hundred and seventy-one, and the ninety-fifth year of the independence of the United States.

PHILIP POWER, JR., Deputy Clerk.

je11 22 jy1 9

IN THE DISTRICT COURT OF THE UNITED STATES.

DISTRICT OF LOUISIANA.

IN THE MATTER OF HENRY O. COLOMB, Bankrupt.

In Bankruptcy—No. 1118.

THE UNDERSIGNED HEREBY GIVES NOTICE of his appointment as assignee of the estate of Henry O. Colomb, of New Orleans, parish of Orleans and State of Louisiana, adjudged a bankrupt upon his own petition.

je3 law3t E. E. NORTON, Assignee.

IN THE DISTRICT COURT OF THE UNITED STATES.

DISTRICT OF LOUISIANA.

IN THE MATTER OF ALFRED RHODY, BANKrupt.

In Bankruptcy—No. 1135.

THE UNDERSIGNED HEREBY GIVES NOTICE of his appointment as assignee of the estate of Alfred Rhody, of New Orleans, parish of Orleans and State of Louisiana, adjudged a bankrupt upon his own petition.

je6 law3t E. E. NORTON, Assignee.

CORPORATIONS.

CHARTER.....CHARTER.

STATE OF LOUISIANA, CITY OF NEW ORLEANS.

Be it known that on this twenty-seventh day of May, A. D. 1871, before me, George William Christy, a notary public in and for the city and parish of Orleans, State of Louisiana aforesaid, duly commissioned and qualified, personally came and appeared the parties whose names are hereunto subscribed, and who did respectfully declare, that, availing themselves of the provisions of the laws of Louisiana in such case made and provided, they have covenanted and agreed, and do by these presents covenant and agree, and bind themselves and those whom they represent, to form themselves into and constitute a corporation for the objects and purposes hereinafter named, and agreeably to the stipulations contained in the following articles of incorporation:

ARTICLE I.

The corporate name of this company shall be CUBA AND LOUISIANA MINING AND PAVING COMPANY. It shall have a seal, with the corporate name of the company engraved thereon.

ARTICLE II.

The legal domicile of the corporation shall be in the city of New Orleans, State of Louisiana. The charter shall remain in full force for the space and term of twenty-five years, unless sooner annulled, and the corporation shall have rights of succession. The president of the company shall be the proper officer on whom citations and other legal process shall be served, and in his absence service shall be made on the vice president.

ARTICLE III.

The objects and purposes for which this corporation is established are to work the Asphaltum Mines, on the island of Cuba, known as the "Minas de Roberts," "Minas de Rodes," and "Minas Balmasada," to ship the asphaltum to different parts of the world, and to lay pavements constructed of asphaltum in the island of Cuba and in the State of Louisiana, according to certain patents known as Van Camp and O. Hodgman's patents.

ARTICLE IV.

The capital stock of the company is hereby fixed at one million dollars, to be represented by ten thousand shares of one hundred dollars each. All stock shall be considered fully paid up at the time of subscribing, with the exception of six thousand shares, representing six hundred thousand dollars of the capital stock, which shall be issued to the owners of said mines and patents, as preferred and fully paid up stock, on their making a valid transfer and assignment of all their rights in and to the said mines, and of their rights in said patents for the island of Cuba and State of Louisiana.

ARTICLE V.

This charter may be altered or amended by the consent of three-fourths of the stock represented in a general meeting of the stockholders convened for that purpose, after thirty days' notice in two daily papers published in the city of New Orleans.

ARTICLE VI.

All powers of the corporation, except as herein limited, shall be vested in a Board of Directors, consisting of seven stockholders, each holding at least fifty shares of the capital stock of the corporation, and no stockholder shall be eligible as a director unless he has held said fifty shares in his own name at least sixty days prior to said election: Provided, however, that until the first election of directors under this charter, the Board of Directors shall be composed of the following named seven persons, viz: A. Van Camp, Thos. F. Kerr, Jas. R. Hastings, P. B. Fouke, George Herbert, A. B. Seelye and Z. Taylor; and A. Van Camp shall be president of said board, and A. B. Seelye shall be vice president of said board, who shall remain in office until their successors are duly elected in accordance with article seven.

ARTICLE VII.

On the first Monday in January, 1872, and annually thereafter (fifteen days' previous notice thereof having been given in two of the daily newspapers of the city of New Orleans), an election for directors for the coming year shall be held by the stockholders at the office of the company, and a plurality of votes, counting one vote for each share of stock voted on (either by the holder thereof or his proxy), shall be sufficient for the election of a director; and if, from any cause, said election should fail on the day appointed, the meeting of stockholders for that purpose may be adjourned fifteen days, and, if necessary, every succeeding fifteen days thereafter; notice thereof being inserted in the daily papers as above provided, until a valid election of directors is effected.

All elections shall be by ballot, superintended by three inspectors chosen by vote among the stockholders (not directors) present on the day of election.

The directors thus elected, shall, at their first meeting, choose (by a majority of the whole board) one from among themselves as president of this corporation, and one as vice president.

It shall be the duty of the president to preside at all meetings of the board. In case of his absence or inability to act, the vice president shall perform all the duties of the president, and be vested with the same powers.

At all meetings of stockholders for the election of directors or for other purposes, each stockholder shall be entitled to one vote (either directly or by proxy) for every share of the stock held by him, and for which his name appears on the books of the corporation.

ARTICLE VIII.

A majority of the board shall constitute a quorum to transact all the business of the corporation, and any director who shall fail to be be present at four consecutive meetings, without the consent of the board, shall be considered as having vacated his office. The board shall have power to fill any vacancy that may occur among the directors from death, resignation, absence or otherwise.

The board shall elect a secretary, a treasurer and all other officers, clerks and agents of the corporation which they may deem necessary; shall define their duties, fix their salaries, and remove them at pleasure.

The board may grant (for the transaction of the business of the corporation) to committees of their own body, or to their officers or agents, such powers as they may deem expedient, and may also appoint agents within and without the State of Louisiana, under such conditions as to said board may seem proper; and the board shall have full power to make by-laws, rules and regulations, and to alter and amend the same whenever they consider it necessary.

Minutes of the proceedings of the Board of Directors shall be kept by the secretary and signed by the president.

ARTICLE IX.

Whenever certificates of stock are issued to stockholders, they shall be signed by the president and the secretary. All notes, drafts, checks, contracts, and all evidences of debt, shall also be signed by the president and secretary. Books shall be kept open for the registry and transfer of shares of the capital stock of the corporation, subject to the regulations established by the board. Transfers shall be made in said books and signed by the shareholder or his attorney in fact.

All transfers of stock shall be valid and recognized by the corporation if signed on the back of the certificate by the shareholder and two witnesses.

ARTICLE X.

No stockholder in this corporation shall ever be liable or responsible for the contracts or faults of the corporation, nor shall any mere informality in organization have the effect of rendering this charter null, or of exposing a stockholder to any liability beyond the amount of his stock.

ARTICLE XI.

The liquidation of the affairs of the corporation shall be made by three commissioners, appointed by the stockholders from among their own members, at meeting convened for that purpose, after thirty days previous notice in two newspapers published in New Orleans. The duty of said commissioners shall be to liquidate finally all the business of the corporation, on such terms and in such manner as shall be determined at the meeting by a majority of the stockholders present or represented; and if, at any time prior to the termination of this charter, two-thirds of all the stockholders in number, representing two-thirds of the stock in amount, shall at any meeting of the stockholders called for that purpose, after thirty days previous notice, for the liquidation of the affairs of this corporation, and elect commissioners, and determine the mode and manner in which said liquidation is to be made, then the liquidation shall be made immediately.

ARTICLE XII.

The names of the stockholders, their residence and the number of shares held by each are declared to be such as are subscribed to this act of incorporation and set opposite each of their names respectively.

The United States internal revenue stamp of five cents per share required by law for this act has been hereunto duly affixed and canceled.

This done and passed in my office, at the city of New Orleans, aforesaid, on the day and date above written, in the presence of Harry T. Hays and Samuel M. Burnett, witnesses of lawful age and domiciliated in said city, who hereunto sign their names, together with the parties subscribing, and me, notary.

(Original signed) A. VAN CAMP, THOMAS F. KERR, P. B. FOUKE, Z. TAYLOR, J. R. HASTINGS, GEORGE HERBERT, SAMUEL H. HOUSTON, A. B. SEELYE, W. F. DUNHAM, HARRY T. HAYS, S. M. BURNETT, GEORGE W. CHRISTY, Notary Public.

I hereby certify the foregoing to be a true copy of the original act of incorporation extant in my office. In witness whereof I grant these presents under my signature and seal of office.

GEORGE W. CHRISTY, Notary Public.

New Orleans, May 27, 1871. my28 je4 11 18

AUCTION SALES.

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

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

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

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

ALSO,

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

ALSO,

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

Terms—Cash no9

AUCTION SALES.

By G. De Feriet.

FURNITURE! FURNITURE! FURNITURE!

SUCCESSION OF JOHN H. WILLIAMS—NO. 34,522.

BY G. DE FERIET, AUCTIONEER, OFFICE No. 50 Royal street.—WEDNESDAY, June 21, 1871, at eleven o'clock A. M., will be sold on the premises No. 48 Piety street, between Moreau and Dauphine streets, Third District, by virtue of an order from the Hon. Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated June 6, 1871, the following described furniture, to wit—

A GENERAL ASSORTMENT OF HOUSEHOLD FURNITURE, consisting of sofas, chairs, centre table, curtains, carpets, rugs, clock and mantel ornaments, mirrors, what-nots, vases, pictures, hat racks, oil cloths, bureaus, bedsteads, armoirs, towel racks, sideboard, dining table, lounges, easy chairs, lamps, shades.

ALSO,

Stove and cooking utensils, scales, Moss press, truck, one small desk, etc.

Terms—Cash on the spot. je8 10 17 21

FURNITURE! FURNITURE! FURNITURE!

SUCCESSION OF JOSEPH VINCENT—NO. 34,567.

BY G. DE FERIET, AUCTIONEER.—Office No. 50 Royal street—WEDNESDAY, June 21, 1871, at eleven o'clock A. M., will be sold on the premises, No. 67 St. Peter street, between Royal and Bourbon streets, Second District, by virtue of an order from the Hon. Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated June 1, 1871, the following described furniture, to wit—

A General Assortment of HOUSEHOLD FURNITURE, such as chairs, tables, curtains, carpets, rugs, clock and mantle ornaments (real bronze), mirrors, bedsteads, washstands, extension dining tables, cornices, etc.

ALSO,

Glass and crockery ware, stove and cooking utensils, etc.

Terms—Cash on the spot. je8 10 17 21

COMFORTABLE TENEMENT CORNER OF WASHINGTON AVENUE AND GOODCHILDREN OR ST. CLAUDE STREETS.

SUCCESSION OF JOHN HENDERSON—No. 34,562.

BY G. DE FERIET, AUCTIONEER—OFFICE No. 50 Royal street—THURSDAY, June 22, 1871, at twelve o'clock M., at the Royal Street Auction Exchange, late Bank of Louisiana, corner of Royal and Conti streets, will be sold by public auction, by virtue of an order from the honorable the Judge of the Second District Court for the parish of Orleans, dated May 16, 1871, the following described real estate, viz—

A LOT OF GROUND in the Third District of this city, in the square bounded by Washington avenue, Goodchildren or St. Claude, Morales and Music streets, measuring 53 feet 9 inches and 7 lines front on Goodchildren street, by 75 feet 2 inches and 4 lines in depth and front on Washington avenue. The buildings and improvements consist of a comfortable wooden tenement, containing two rooms, side gallery and kitchen, new cistern and privy, and carriage entrance on side.

Terms—One-half cash, balance on a credit of one year, in a note or notes secured by special mortgage and vendor's lien, and bearing eight per cent interest per annum from the day of sale until final payment, the buildings to be kept insured, policy transferred, and the mortgage to embrace the clause of five per cent attorney's commission in case of suit.

Act of sale, with United States internal revenue stamps attached, before W. J. Castell, notary public, at purchaser's expense. my20 27 je3 10 17 22

VALUABLE COTTAGE IN THE FOURTH DISTRICT, FORMING THE CORNER OF COLISEUM AND JOSEPHINE STREETS.

ALSO,

TWO VALUABLE LOTS IN ALGIERS.

SUCCESSION OF JAMES M. PENNEGER,

Second District Court for the parish of Orleans

No. 34,149.

BY G. DE FERIET, AUCTIONEER—Office No. 50 Royal street—SATURDAY, June 17, 1871, at twelve o'clock M., at the St. Charles Auction Exchange, in the basement rotunda of the St. Charles Hotel, will be sold by public auction, by virtue of a judgment rendered by the Hon. Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated May 9, 1871, the following described real estate, for account of said succession—

1. A LOT OF GROUND in the Fourth District of this city, in the square bounded by Josephine, Coliseum, St. Andrew and Prytania streets, measuring 31 feet 4 inches and 5 lines front on Coliseum street, by 120 feet depth and front on Josephine street, together with the elegant cottage house, covered with slates, containing on the first floor two parlors with marble mantels, hall, front, side and rear galleries; on the second floor two bedrooms with closets, front, side and rear verandas. A two-story frame building covered with slates, containing on the lower floor diningroom, storeroom, pantry and water closets; on the upper floor two bedrooms, bathroom and water closets. A two-story frame building covered with slates, containing kitchen on the first floor and bedroom above. A large two-story wooden shed covered with slates. Cistern, etc. The yard in front is flagged, and in the rear paved with brick. The gas is introduced throughout the whole buildings. The property is leased at $100 per month, to the first of October 871.

2. TWO LOTS OF GROUND, in the Fifth District of this city, in the square bounded by Olivier, Peter, Gosselin and Alix streets, and designated by the Nos. 10 and 11, measuring each 28 feet front on Olivier street, by 100 feet in depth between parallel lines.

Terms—One-third cash, and the balance at one and two years' credit in notes of the purchaser, bearing interest at the rate of eight per cent per annum from the day of sale until final payment, and secured by mortgage, and vendor's privilege on the property sold, and five per cent attorney's fees, in case of suit on said notes. The policy of insurance to be transferred to the vendor, and the premium of insurance for the unexpired term to be refunded by the purchaser. The taxes of 1871 to be assumed by the purchaser.

Acts of sale, including United States internal revenue stamps attached, before A. D. Doriocourt, notary public, at purchaser's expense.

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IMPROVED PROPERTY, NO. 202 UNION STREET BETWEEN PROSPER AND SOLIDELLE STREETS.

SUCCESSION OF MARIE LOUISE JEAN LOUIS,

No. 34,036.

BY G. DE FERIET, AUCTIONEER—OFFICE No. 50 Royal street—SATURDAY, June 24, 1871, at twelve o'clock M., at the Royal Street Auction Exchange (late Bank of Louisiana), corner Royal and Conti streets, will be sold by public auction, by virtue of an order from the Hon. Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated May 29, 1871, the following described real estate, for account of said succession—

A LOT OF GROUND, with the buildings and improvements thereon, in the Third District of this city, in the square bounded by Union, Prosper, Bagatelle or Bourbon and Solidelle streets, measuring in French measure 30 feet front on Union street by 115 feet in depth, between parallel lines.

The buildings and improvements consist of a small wooden house, No. 202 Union street, containing two rooms; a backbuilding, containing two rooms; shed, privy, small cistern, well, etc.

Terms—Cash in United States treasury notes.

Act of sale, with United States internal revenue stamps attached, before Edward Barnett, notary public, at purchaser's expense.

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By E. A. Deslonde.

SUCCESSION OF WILLIAM G. BROTHERS.

Second District Court for the parish of Orleans,

No. 29,499.

BY E. A. DESLONDE, AUCTIONEER—Office No. 9 Union street—THURSDAY, June 29, 1871, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, 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 May 25, 1871, will be sold, for account of the succession of William Brothers, deceased—

A LOT OF GROUND, situated on Constance street, described as a certain lot of ground situated in the suburb Lacourse, in square No. 39, bounded by Constance, Basin, Edward and Annunciation streets, measuring, in English measure, 34 feet front on Constance street by 160 feet in depth, between parallel lines being composed of the whole of lot No. 22 and a strip of 9 feet taken from lot No. 21, in said square 39, as per plan of C. F. Zimple, dated third January, 1835, and deposited in the office of Jules Mossy, notary. Together with all the improvements thereon.

Terms and Conditions of Sale—Three thousand ($3000) dollars cash in United States treasury notes, balance on a credit of one and two years, in the notes of the purchaser, bearing eight per cent interest from date until final payment; payable to his own order, and by him indorsed, the notes to be secured by special mortgage upon the property, and the mortgage to contain the clause of five per cent for attorneys' fees in case of suit to enforce payment; the buildings to be insured to the amount of the notes and the policy of insurance to be transferred.

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AUCTION SALES.

By C. E. Girardey & Co.

CHOICE CANAL STREET PROPERTY, CORNER OF JOHNSON STREET.

SUCCESSION OF OCTAVE H. DESFORGES.

C. M. TARUT, TUTOR, VS. MR. AND MRS. H. ROLLING.

SALE IN PARTITION.

Second District Court for the parish of Orleans,

No. 34,485.

BY C. E. GIRARDEY & CO., AUCTIONEER—Nicholas J. Hoey, auctioneer—Office No. 17 Exchange place.—SATURDAY, June 24, 1871, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, by virtue of a judgment of the honorable the Second District Court for the parish of Orleans, rendered May 19, 1871, in the above entitled matter, will be sold by public auction, in order to effect a partition, the following described property, to wit—

TWO LOTS OF GROUND in the First District of this city, in the square bounded by Canal, Jackson (now Gasquet), Prieur and Johnson streets, designated as lots Nos. 9 and 10 on a plan annexed to an act before Theo. Guyot, notary public, on May 29, 1857. Said lots adjoin each other, and measure as follows, in American measure, to wit:

Lot No. 9 has 29 feet 8 inches and 7 lines front on Canal street, by 159 feet 10 inches and 3 lines in depth, between parallel lines; and lot No. 10 has 29 feet 9 inches and 4 lines front on Canal street, by 159 feet 10 inches and 3 lines in depth and front on Johnson street, and forming the corner of Canal and Johnson streets. The improvements on said lot comprise a small one-story house on the rear of the lots, curb and brick banquettes on both streets and lots under a good fence.

Terms of sale—Two-eighths in cash, and the remaining six-eighths on a credit of one, two and three years in notes of the purchaser bearing interest of eight per cent per annum from date of sale until final payment, with penal clause of five per cent attorney's fees, in event of suit to enforce payment of the notes, and secured by special mortgage and vendor's lien on the property sold, and purchasers to assume payment of all taxes for the year 1871.

Acts of sale and United States stamps at the expense of the purchaser, before A. Doriocourt, notary public. my23 je3 10 17 24

PROPERTY ON POYDRAS AND HOWARD STREETS.

SALE IN PARTITION.

MRS. ALEXANDER TAYLOR, LATE WIDOW OF Michael Downey, vs. Hugh McCloskey, under tutor of the minors Richard James and Mary Eliza Downey.

Second District Court for the parish of Orleans—

No. 34,564.

BY C. E. GIRARDEY & CO., AUCTIONEERS—Nicholas J. Hoey, Auctioneer—Office No. 17 Exchange Place—SATURDAY, June 24, 1871, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, by virtue of two judgments rendered by the honorable the Second District Court for the parish of Orleans, on the ninth and nineteenth days of May, 1871, will be sold by public auction, in order to effect a partition in the above entitled matter—

TWO LOTS OF GROUND, with all the buildings and improvements thereon, in the First District of this city, in the square bounded by Poydras, Lafayette (late Hevia), Liberty (late St Paul) and Howard (late Gironde) streets, and designated as lots Nos. 4 and 9 of said square.

Lot No. 4 measures 26 feet 10 inches and 5 lines front on Poydras street, by 110 feet in depth, between parallel lines. The improvements comprise a one-story and attic frame cottage, with front gallery, hall and three rooms; a two-story wing to the extent of six rooms (this portion damaged by fire); yard paved, bath house, hydrant, etc. The property is known as No. 366 Poydras street.

Lot No. 9 measures 27 feet 3 inches and 5 lines front on Howard (late Gironde) street, by 107 feet 10 inches in depth, between parallel lines. On this lot is a one-story building and shed, known as No. 130 Howard street.

Terms—One-third cash, the remainder at one and two years credit in notes of the purchaser, bearing interest of eight per cent per annum from date of sale until final payment, with the penal clause of five per cent attorney's fees in event of suit to enforce payment of the notes, to be secured by special mortgage and vendor's lien on the property sold, the improvements to be kept insured and policies transferred to holders of notes, and purchasers to assume payment, over and above their bids, of all taxes for 1871.

Acts of sale and United States stamps, at the expense of the purchasers, before W. J. Castell, notary public. my21 je3 10 17 24

By Neville & Van Solingen.

MORTGAGE NOTES, SWAMP LANDS, LOUISIANA STATE BANK STOCK, BANK OF LOUISIANA STOCK AND NOTES, ONE IRON CHEST AND ONE DESK.

SUCCESSION OF JUAN Y DE EGANA.

Second District Court for the Parish of Orleans—

No. 16,632.

BY NEVILLE & VAN SOLINGEN, AUCTIONEERS—Office, No. 171 Gravier street—WEDNESDAY, July 5, 1871, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, will be sold at public auction, by virtue of an order from the Hon. Louis Duvigneaud, Judge of the Second District Court for the parish of Orleans, dated May 19, 1871, docket No. 16,632, the following described property, belonging to the succession of Juan y de Egana—

All and singular the RIGHT, TITLE and INTEREST of the late Juan y de Egana, or his succession, in and to:

1. A judgment of the Fourth District Court of New Orleans, rendered June 20, 1866, in suit No. 16,770, entitled Charles Baquie and John G. Gaines, Syndics, vs. Trasimon Landry, against the defendant, for $30,230, with interest, costs and fees, as stipulated in said judgment, and privilege and special mortgage.

2. Eleven notes of Hugh M. Keary, amounting in the aggregate to $44,577 13, secured by mortgage, and upon which executory process has been issued, the whole as set forth in suit No. 3029 of the docket of the Seventh District Court for the parish of Orleans, entitled "M. J. de Lizardi, liquidator, etc., et al. vs. Hugh M. Keary," which mortgage was granted on a certain plantation known as the Ashland plantation, situated in the parish of Rapides, on Bayou Bœuf, containing 595 superficial arpents, being one-half of a tract of 1190 arpents formerly owned by H. M. Scott.

3. Twenty-four notes of Keary Brothers, amounting in the aggregate to $39,000, secured by mortgage, and upon which executory process has been issued, the whole as set forth in suit No. 3030 of the docket of the Seventh District Court for the parish of Orleans, entitled "Manuel J. de Lizardi, liquidator, etc., et al vs. Keary Brothers," which mortgage was granted on a certain plantation known as the North Bend plantation, situated in Rapides parish, containing about 1666 acres, more or less.

4. A note of Hugh M. Keary, amounting to $4000, secured by mortgage, and upon which executory process has been issued, the whole as set forth in suit No. 3023 of the docket of the Seventh District Court for the parish of Orleans, entitled Manuel J. de Lizardi, liquidator, etc., vs. Hugh M. Keary, which mortgage was granted on a certain plantation situated in the parish of Avoyelles, on Bayou du Lac, containing about 1250 acres of land.

5. The following swamp lands situated in the parish of Avoyelles, in this State, in the southwestern district of Louisiana:

West half and fractional southeast quarter of fractional section thirty-seven, township one south, range two east, and lots one and three of section thirty-six, township one south, range two east, 572 25-100 acres.

South half and northeast quarter and east half of northwest quarter of section thirty-two, township one north, range three east, 560 42-100 acres.

West half and southeast quarter of northwest quarter, and northeast quarter of southwest quarter of section thirty-one, township one north, range three east, 159 92-100 acres.

Lot four of section three, lots one, two, three, four, five and six of section four, and lot one of section five, township one south, range three east, 637 acres.

Lot eight of section thir