

The Daily Republican

Published every day (Sundays excepted) at No. 20 Canal street, from 8 o'clock in the morning to 6 o'clock in the evening. Single copies ten cents.

Advertisements inserted at intervals to be charged two-thirds of the above rates. For long advertisements, having the run of the paper, first insertion \$1.50 per square, each subsequent insertion seventy-five cents per square.

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husband for \$13,000, alleged to be for money of her separate estate, received by him and converted to his own use. Certain creditors of her husband intervene and contest her claims. There was judgment in favor of the plaintiff and the intervenors appealed. Taliaferro, judge.

It appears that the plaintiff in this suit obtained judgment for \$2000, against her husband on the 17th of 1869, on account of paraphernal rights, and that she claimed at that time no larger sum as owing to her by her husband. The present action was commenced on November 8, following, and on the seventh of that month, the husband, by a notarial act, transferred to his wife the property in contestation as a debt on payment of the claim against him.

The evidence in the record, we think, tends to raise well founded doubts of the fairness and genuineness of this claim set up by the wife. It is shown that the rights now set up by her, if bona fide and unassailable, antedate to the time of her commencing her first suit against her husband, in which she claimed only the sum of \$2000. There is nothing whatever tending to explain an omission so anomalous and unaccountable as that of her demand only for an inconsiderable part of her demand, the whole of which, as alleged in her petition in the first suit, was in danger of being lost from the embarrassed condition of the husband's estate.

If one demand less than is due him, and do not amend his petition in order to augment his demand, he shall lose the overplus. C. 2, 156, 14. It is not the law that the law reproduces a multiplicity of actions, and aims to protect parties against the annoyance of repeated lawsuits in regard to the same subject matter.

It is contended, on the part of the defendant, that the plaintiff has not complied with the requirements necessary to enable the court to receive, viz: notices of loss and preliminary proof. The evidence, we think, shows a state of facts that obviate that necessity. It is shown that on the morning after the occurrence of the fire, which destroyed the plaintiff's buildings, were destroyed, the accident was made known to the secretary and agent of the company, Morris, and that the latter promptly ignored all responsibility of the company, saying that the policy had lapsed a few days before the fire.

The defendant alleges that the Sheriff's sale to the defendant was null; that plaintiff was not thereby divested of title, and that the defendant consequently acquired none. The defendant avers that, as purchaser of the property sued for, he has paid in extinguishment of the price and in discharge of debts due at the time of the sale by the plaintiff, and he claims to be entitled to the property, all the more so, as the sum amounting to \$140,000, and which equity required the plaintiff should be surrendered to the defendant before the institution of this in bar of the action must be satisfied.

No tender of the amount paid by defendant is shown to have been made, and this we think was essential to enable the plaintiff to prosecute his suit. 5 N. S., 681; 8 N. S., 162, 175, 210; 3 La., 541; 12, An. 251; 213, C. C., 11, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

tained by the use of its vast patronage; he understands that the loss of this will be the end of the party which has lived upon it so long; he would keep Grant for his subservience to himself, and Cameron and Chandler, but he would not keep Grant more than Morton the certainty of Grant's defeat; therefore he is stocking the pack for a new deal. There is already considerable gain, gaining a bare subsistence from a passing going on, and regard to a candidate, and the party which is becoming necessary, and not one of all the administration managers, save Grant's immediate family, but believe such a necessity decidedly probable.

For some little time past a newspaper item, originating, if we mistake not, in the New York Tribune, has been going the rounds of the American press, to the effect that Louis Kosuth was living in extreme poverty, gaining a bare subsistence from a passing going on, and regard to a candidate, and the party which is becoming necessary, and not one of all the administration managers, save Grant's immediate family, but believe such a necessity decidedly probable.

Whereas a convention supplemental to the convention of May 13, 1870, between the United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, concerning naturalization, was held at Washington, on the twenty-third day of February, 1871, which supplemental convention was ratified by the United States of America on the 10th day of March, 1871, and by Her Majesty the Queen of the United Kingdom of Great Britain and Ireland on the 10th day of March, 1871, and the said supplemental convention was published in the United States of America on the 10th day of March, 1871, and in Great Britain and Ireland on the 10th day of March, 1871.

Whereas, by the second article of the convention between the United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, concerning naturalization, it is provided that the said supplemental convention shall be ratified by the United States of America on the 10th day of March, 1871, and by Her Majesty the Queen of the United Kingdom of Great Britain and Ireland on the 10th day of March, 1871, and the said supplemental convention was published in the United States of America on the 10th day of March, 1871, and in Great Britain and Ireland on the 10th day of March, 1871.

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INSURANCE. MERCHANTS' MUTUAL INSURANCE COMPANY OF NEW ORLEANS. No. 104 Canal street. SEVENTEENTH ANNUAL STATEMENT. In conformity with the requirements of their charter, the company publish the following statement: Premiums received for the year ending March 31, 1872: Fire, \$56,613 05; Marine, 24,265 04; River, 91,638 50.

INSURANCE. COMMERCIAL INSURANCE COMPANY OF NEW ORLEANS. Sixth Annual Statement. In conformity with the requirements of their charter, the company publish the following statement: Premiums received for the year ending March 31, 1872: Fire, \$56,613 05; Marine, 24,265 04; River, 91,638 50.

INSURANCE. DELTA INSURANCE COMPANY. OFFICE CORNER CAROLINE AND COMMON STREETS, NEW ORLEANS. CAPITAL STOCK DEPARTMENT. Shares \$100 each. Annual interest dividends ten per cent. All dividends to stockholders payable in Cash. FIRE MARINE AND RIVER POLICIES ISSUED BY THIS COMPANY.

INSURANCE. LAFAYETTE FIRE INSURANCE COMPANY, OF NEW ORLEANS. Capital, \$100,000. Office corner of St. Andrew and Magazine streets, up stairs; entrance on St. Andrew street. ISSUES AGAINST LOSS OR DAMAGE BY FIRE AT LOWEST RATES.

INSURANCE. NEW ORLEANS MUTUAL INSURANCE ASSOCIATION. Office No. 10 Exchange Alley. FIRST QUARTERLY STATEMENT. In conformity with their charter, the NEW ORLEANS MUTUAL INSURANCE ASSOCIATION publish the following statement of their affairs for the first quarter of 1872, ending March 31, 1872.

INSURANCE. LOUISIANA MUTUAL INSURANCE COMPANY. Eighteenth Annual Statement. In conformity with the requirements of their charter, the company publish the following statement: Premiums received for the year ending February 29, 1872, \$359,587 16.

INSURANCE. CRESCENT MUTUAL INSURANCE COMPANY. Twenty-second Annual Statement. The Trustees, in conformity to the charter, submit the following statement of the affairs of the company on the thirtieth day of April, 1871.

INSURANCE. DELTA INSURANCE COMPANY. OFFICE CORNER CAROLINE AND COMMON STREETS, NEW ORLEANS. CAPITAL STOCK DEPARTMENT. Shares \$100 each. Annual interest dividends ten per cent. All dividends to stockholders payable in Cash.

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AUCTION SALES. By Nash & Hodgson. DESIRABLE FRAME RESIDENCE, WITH LARGE lot of ground, corner of Levee and General Taylor streets.

AUCTION SALES. BY NASH & HODGSON—W. I. HODGSON, Auctioneer—Office No. 170 Gravier street—On SATURDAY, May 25, 1872, at twelve o'clock P. M., will be sold at public auction, in basement parlors of the St. Charles Hotel, in this city, by virtue and in pursuance of an order of the Second District Court for the parish of Orleans, dated April 17, 1872,ocket No. 25,369, a double lot of ground, situated in the square bounded by Levee, General Taylor, Jersey and Antier streets, designated as No. 29, and measuring 27 feet 6 inches and 3 lines front on Levee street, 21 feet 1 inch in width in the rear, by a depth of 120 feet 6 inches of the No. 11 alley, and 3 lines in depth and front on General Taylor street.

AUCTION SALES. BY NASH & HODGSON—W. I. HODGSON, Auctioneer—Office No. 170 Gravier street—On THURSDAY, May 2, 1872, at twelve o'clock P. M., will be sold at public auction, in basement parlors of the St. Charles Hotel, in this city, by virtue and in pursuance of an order of the Second District Court for the parish of Orleans, dated April 17, 1872,ocket No. 25,369, at public auction, the ENTIRE CONTENTS OF THE ABOVE HOUSE, consisting of a general assortment of household and kitchen furniture, including the clerk's office of the above court.

AUCTION SALES. BY CHARLES E. FORTIER, AUCTIONEER—Office No. 54 Exchange Alley—SATURDAY, April 27, 1872, at twelve o'clock P. M., 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 April 22, 1872, a certain PORTION OF GROUND, together with all the buildings thereon, consisting of a one story plan, with all the rights, ways, privileges and advantages thereto belonging or in any wise appertaining, situated in the First District of this city, the square bounded by St. Andrew, St. Mary, Laurel and Common streets, measuring 25 feet front on Laurel street by 36 feet 1 inch and 4 lines in depth, between parallel streets.

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