New Orleans Republican.
OFFICIAL JOURNAL OF THE UNITED STATES
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THE COURTS.

Second District Court.

Mrs. Gertrude Eslava, wife of Nathaniel Frank Kelley, has applied for administratrix letters over the property of her deceased brother, C. H. Eslava, while Miguel D. Eslava opposes, in his capacity of heir to the deceased and tutor of minor children. In passing on the case Judge Duvigneaud held:

It is sufficient for me to state that I would have had no hesitation in sustaining the opposition of the father for the administration of this succession, had he not been afflicted with an infirmity which, in my opinion, renders him totally unfit for such a trust. The old gentleman is blind, and on that account he can not act for himself; he is bound by such infirmity to be at the mercy of strangers, who may deceive him, being incapable, therefore, to attend by himself and perform the responsible duties of an administrator.

The spirit and letter of the law intend that an administrator must be capable of managing the property confided to him by himself and not by strangers; at any rate, where an administrator employs other parties to assist him in the administration of a succession, the law presumes that he must be able to see with his own eyes that the duties of his employes are faithfully fulfilled. It is clear that such a duty can not be properly performed by a blind and aged administrator.

The court decreed that the opposition of Miguel D Eslava be dismissed and Gertrude Eslava be appointed administratrix.

Fourth District Court.

New Orleans Steiner Gaslight Company. The commercial firm of C. J. Berry & Co., composed of Cornelius J. Berry, James Durno, Jr., and James B. Guthrie, a partner in commendam, have entered suit in this court against the New Orleans Steiner Gaslight Company, claiming $1255 22 for money advanced and paid out for the use and benefit of said gaslight company.

Louisiana Ice Manufacturing Company vs. the City of New Orleans.—The company sues the city to recover $500 paid to the late city of Jefferson and New Orleans for license taxes.

Sixth District Court.

Janney vs. Ober—Cooley, J.—The whole merits of the controversy, as the case now stands, is in the question whether or not the amended answer should be allowed to be filed. On the part of the plaintiff it is contended the answer came too late, and changed the issue. I have examined the pleadings in the case, and applying the ruling which has been laid down by the Supreme Court, which is this: In order to judge whether an amended petition or answer changes the issue, it must be viewed in this light—whether or not a different judgment could be rendered on the original.

Considered in that light, I do not see that the amended answer changes the issue at all, because no different judgment could be rendered on the pleadings as amended from that which sohuld have been renderedon the original. It is the same thing, being merely another plea in bar to the claim.

The authorities furnished by the plaintiff to show that after a case is on trial it is too late to amend, are not applicable to this for the reason that all the cases cited related to amendments proposed during the actual trial of the case, and while it was progressing before the court. The rights of the parties in this case is that the opposite party was liable to be taken by surprise while the case was being tried; that an amended answer or petition being filed then would be likely to take parties by surprise; and therefore the Supreme Court said an amended petition or answer could not be fil d.

But in this case the amendment was made a week or ten days before the testimony under it was attempted to be brought before the court. It may be that the other parties were not aware of it, but still the papers were on file and on record, and, under the law, parties to a suit are supposed to be aware of everything that transpires in regard to it. They were therefore legally aware ten days before the case was called for trial that an amended answer was on file. The evidence admitted under the amended answer proves conclusively that the act by which Ober assumed the debt claimed by plaintiff was the result of an error.

The signing of the act was evidently not in order, because Ober knew of the charge very well. But he signed it under a protest, through his agent, Janney. The act was prepared as the parties intended that it should be, in the light of a mortgage, in order to secure the payment of the debt due by Packard, the mortgagee. The notary made a mistake, and instead of an act of mortgage, made it an act of sale from Packard to Ober.

This act Janney, who was Ober's agent, refused to sign, on the ground that he was not authorized to sign such an act. He immediately sent a copy of the act to Ober, to the city of New Orleans, and Ober wrote back, transmitting the act which had been forwarded to him; and in that letter he told Janney that "this act contains an error, but in order to close up the matter with Packard, sign the act as it stands. The error between Packard and myself we will correct subsequently."

The error in this consisted of making an absolute title instead of a mortgage. In the act making an absolute title, Ober is made to assume the debt due to the plaintiff, and on which this suit is brought, and which he never intended to do.

This power of attorney is annexed to the act by which he assumes the payment of the debt of plaintiff, and the latter was, therefore, perfectly well aware that there was an error in the act, which error was to be corrected subsequently.

He can not be said to have been prejudiced by something that transpired, of which he had no knowledge, because the power of attorney under which the act was signed was annexed to the act of sale, and that power of attorney recites that there is an error in that act which will be corrected afterward by the parties themselves. Under the circumstances there must be judgment in favor of the defendant.

A suit has been instituted in this court by James S. Clark against S. B. Packard for $1250, moneys loaned about the thirtieth of December, 1871. The petition states the money was loaned by plaintiff to defendant during the time of the political excitement caused by the contest between Governor Warmoth and some members of the Legislature. Thereby hangs a tale.

Gill, Receiver, vs. Atocha et al.—Plaintiff was appointed receiver to wind up the affairs of the defunct Union League Club. Judge Cooley rendered a decision to-day condemning the members to pay certain amounts due by them.

Heirs of Slidell vs. Germania National Bank and W. R. Fish.—On motion of Billings & Hughes and of Hawkins & Tharp, it is ordered that defendants be allowed an appeal to the Supreme Court of the State of Louisiana, returnable on the first Monday in November, on giving bond and security in the sum of $20,000 for a suspensive appeal, and the sum of $500 for a devolutive appeal.

Seventh District Court.

Bogart Shell has instituted suit in this court against W. B. Conger, trustee and administrator of his minor children, and P. H. Foley, admin'strator of the succession of Alice Long Foley, praying that the parties above mentioned be condemned to surrender the property bequeated to Alice Long Foley, and W. R. Conger, as trustee of his children, for the purpose of having the same sold to pay petitioner $26,680 26, the amount of judgment obtained by him in the Second District Court.

Eighth District Court.

The suit of Mrs. E. J. P. Holbrook against Jennie Bronson, his divorced wife, was opened yesterday morning, with no diminution in the attendance from the previous day. Contrary to general expectation, which, to use a hackneyed phrase, was on tip-toe, no argument took place, Mr. Mott contenting himself with a mere allusion. Both counsel are to furnish affidavits, briefs and authorities by Saturday, and the case will come to its first wind-up in a decision on Monday.

The court decided the following cases:

John M. Grace vs. Charles Thorn.—This case involves the part ownership of the steamer Carrie A. Thorn. The court gave judgment for defendant.

The State vs. the New Orleans Gaslight Company.—This was an action by the Attorney General, on behalf of the State, to annul the charter of the New Orleans Gaslight Company, and to declare void the act under which the company was chartered, for the reason that the purposes of the act were not set forth in the title.

Judge Dibble read a very lengthy opinion in this case, wherein, after dwelling upon the law which created the company, and the various intricate questions presented, he gave judgment in favor of the State, declaring the act creating the New Orleans Gaslight Company was unconstitutional, and consequently the charter obtained under it is of no effect.

Slaughterhouse Company vs. James Stafford.—This case, wherein plaintiffs brought action to restrain defendant from pursuing the business of slaughtering, except at the slaughter-house of the company, has been discontinued.

The petition represents the following mandamus suit against the Auditor has been brought by the parties named. The petition is from Henry C. Dobson, of Monroe, Louisiana, and Jay S. Hansaker, curator of J. M. Weisner, also of Monroe, and represents that in 1869, Weisner being the sheriff of Ouachita, and Dobson deputy, captured T. B. Beaver, criminal at large, for whose arrest a reward of $1000 had been offered by the Governor, on the twenty-second of July, 1869. The Legislature, having recognized the services, and provided for the payment of the amount by act No. 79 of the last session, the relators ever they demanded the warrants for the amount, in accordance with the act, from the Auditor, who refused to give the same, and thereby violated his duty.

Relators set up they are entitled to the entitled to the warrants, and have suffered injury by the failure of the Auditor to do his duty in the premises. Hence they ask that the Auditor may be compelled to issue the warrants.

The Auditor is to comply with the demand or show cause why on July 3.

The Danbury (Connecticut) *News* says: "The weakness of the currant worm is said to be discovered. It is tin. Nail two or three narrow strips of tin on the outside of the currant, and the worm will not touch it. Some cultivators fasten the strips with screws, as they are more easily removed than nails when the fruit is ready to pick."

U. S. MARSHAL'S SALES.

William Wood vs. Denis and Ereville Villere.

IN THE UNITED STATES CIRCUIT COURT FOR the Fifth Circuit and District of Louisiana, No. 6625.—By virtue of a writ of fieri facias to me directed in the above entitled suit, I will proceed to sell to the highest bidder, on SATURDAY, August 3, 1872, at twelve o'clock M., at the courthouse, in the parish of St. Bernard, State of Louisiana, the following described property, viz:—

THE FOLLOWING DESCRIBED LOTS OF GROUND, forming part of that tract of land, situated in the parish of St. Bernard, in this State, on the left bank of the Mississippi river, at a distance of about six miles below the city of New Orleans, and commonly known as the Lacoste Plantation, and which measures sixteen arpents, more or less, on the Mississippi river, by a depth of forty arpents, with all the right to a further depth, according to the preceding titles. The said tract of land, formerly known as the Lacoste Plantation, and of which the lots herein advertised for sale form a part, is bounded on lower side by the plantation formerly belonging to Jacques Villere, and on the upper side by the plantation formerly known as the Laronde Plantation, now or formerly belonging to Daniel Warburg. The said lots herein advertised to be sold are designated on a plan annexed to an act of deposit made on the twenty-fifth day of June, 1872, in the office of P. Charles Cavellier, a notary of the parish of Orleans, by Peter Anderson, as attorney in fact of William Wood, as numbers one, two, five, six, seven, eight, nine, ten, eleven, twelve, thirteen and fifteen, under the letter "A," and three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen and fifteen under the letter "B," and also, the right, title and interest of the said Denis and Ereville Villere to any extent of land in the rear of the said two portions "A" and "B" acquired from the said plaintiff, William Wood, by authentic act of sale passed January 12, 1860, before A. Ducatel, then a notary of the parish of Orleans, and by the said William Wood, by two acts of sale, to wit: From William C. Menne, by act dated the eleventh of February, 1854, executed before H. B. Cenas, late notary in New Orleans, and from John Slidell, by act before the same notary, dated the twentieth of June, 1857.

The lots herein advertised for sale are more fully described as follows, viz:

1. Number one measures one arpent front on the batture and Goodchildren street, by a depth on the side of number two of twelve arpents twenty toises three feet nine inches, and twelve arpents fourteen toises three feet nine inches on the other side line.

2. Number two measures one arpent front on the batture and Goodchildren street, by a depth on the side of number one of twelve arpents twenty toises three feet nine inches, and twelve arpents twenty-six toises three feet nine inches on the other side line.

3. Number five measures one arpent front on the batture and Goodchildren street, by a depth of thirteen arpents fourteen toises three feet nine inches on the side of number six, and thirteen arpents eight toises three feet nine inches on the other side line.

4. Number six measures one arpent front on the batture and Goodchildren street, by a depth on the side of number five of thirteen arpents fourteen toises three feet nine inches, and thirteen arpents twenty toises three feet nine inches on the other side line.

5. Number eight measures one arpent front on the batture and Goodchildren street, by a depth on the side of number seven of fourteen arpents three toises three feet ten inches, and fourteen arpents eighteen toises four feet eleven inches on the side of number nine.

6. Number seven measures one arpent fourteen toises two feet six inches front on the batture, twenty-six toises four feet six inches on Goodchildren street, by a depth of fourteen arpents three toises three feet ten inches on the side of number eight, and thirteen arpents twenty toises three feet nine inches on the other side line.

7. Number nine measures one arpent front on the batture and Goodchildren street, by a depth on the side of number eleven of twenty-nine arpents seventeen toises one foot seven inches, and twenty nine arpents two toises one foot nine inches on the side of number thirteen.

8. Number thirteen has one arpent front on Goodchildren street, with the same front in the rear, twenty-nine arpents two toises one foot nine inches, and twenty-eight arpents seventeen toises one foot eleven inches on the side of number fourteen.

9. Number eleven has one arpent front on the batture and Goodchildren street, by a depth on the side of number nine of fifteen arpents four toises nine inches, and fifteen arpents nineteen toises two feet seven inches on the side of number eleven.

9. Number eleven measures one arpent front on the batture and Goodchildren street, by a depth on the side of number ten of fifteen arpents nineteen toises two feet seven inches, and sixteen arpents four toises five feet five inches on the side of number twelve.

10. Number twelve measures one arpent front on the batture and Goodchildren street, by a depth on the side of number eleven of sixteen arpents four toises five feet five inches, and sixteen arpents twenty toises eight inches on the side of number thirteen.

11. Number thirteen measures one arpent front on the batture and Goodchildren street, by a depth on the side of number twelve of sixteen arpents twenty toises eight inches, and seventeen arpents five toises two feet one inch on the other side line.

12. Number fifteen measures one arpent front on the batture and Goodchildren street, by a depth of eighteen arpents five toises five feet nine inches on the side line of the Villere plantation, and seventeen arpents twenty toises three feet eleven inches on the other side line.

13. Number three measures one arpent front on Goodchildren street, same front in the rear, by a depth of indefinite extent, which is fifteen toises four feet six inches one line, between parallel lines.

14. Number four measures same front on Goodchildren street and depth as number three.

15. Number five has same front and depth as number three.

16. Number six has same front and depth as number three.

17. Number seven measures one arpent five feet four inches on Goodchildren street, by a depth of twenty-three arpents twenty-six toises two feet three inches on either side, the lines narrowing till they come to a point in the rear.

18. Number eight measures twenty toises one foot front on Goodchildren street, same front in the rear, by a depth on the side of number seven of thirty-one arpents fifteen toises four feet five inches one line, and thirty-one arpents two toises one foot one line on the side of number nine.

19. Number nine measures one arpent front on Goodchildren street, same front in rear, by a depth of thirty arpents seventeen toises one foot three inches on the side of number ten, and thirty-one arpents two toises one foot one inch on the side line of number eight.

20. Number ten has a like front on both streets, measuring one arpent by a depth of thirty arpents two toises one foot five inches on the side of number eleven, and thirty arpents seventeen toises one foot three inches on the side of number nine.

21. Number eleven has one arpent front on Goodchildren street, same front in the rear, by a depth of thirty arpents two toises one foot five lines on the side of number ten, and twenty-nine arpents seventeen toises one foot seven inches on the side of number twelve.

22. Number twelve has one arpent front on Goodchildren street, with same front in the rear, by a depth on the side of number eleven of twenty-nine arpents seventeen toises one foot seven inches, and twenty nine arpents two toises one foot nine inches on the side of number thirteen.

23. Number thirteen has one arpent front on Goodchildren street, with the same front in the rear, twenty-nine arpents two toises one foot nine inches on the side of number twelve and twenty-eight arpents seventeen toises one foot eleven inches on the side of number fourteen.

24. Number fourteen has one arpent front on Goodchildren street, with the same front in the rear, by a depth of twenty-eight arpents seventeen toises one foot eleven inches on the side of number thirteen, and twenty-eight arpents two toises two feet one inch on the side of number fifteen.

25. Number fifteen has one arpent front on Goodchildren street, the same width in the rear, by a depth of twenty-eight arpents two toises two feet one inch on the side of number fourteen, and twenty-seven arpents seventeen toises two feet three inches on the other side line, the whole as per plan referred to.

Terms—Cash on the spot.

Act of sale, stamps, etc., at the expense of the purchaser.

United States Marshal's office, New Orleans, June 29, 1872.

S. B. PARKER,
United States Marshal, District of Louisiana.

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CORPORATIONS.

CHARTER.....CHARTER.

STATE OF LOUISIANA—PARISH OF ORLEANS—

CITY OF NEW ORLEANS.

Be it known that on this third day of June, in the year of our Lord one thousand eight hundred and seventy-two, and of the independence of the United States of America the ninety-sixth, before me, Nicholas Browse Trist, a notary public in and for the parish of Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Adolphe Bouchard, Charles M. Conrad, Henry Dugue, Tristram Tupper, Charles Angelo Conrad, Robert Bruce, and the other persons whose names are hereunto subscribed, who declared that, availing themselves of the provisions of the statutes of the State of Louisiana, relative to the organization of corporations in this State, they have covenanted and agreed, and by these presents do covenant agree, and bind themselves to form themselves into and constitute a corporation for the objects and purposes and under the stipulations, conditions and regulations following, to wit:

ARTICLE I.

The name and style of the company shall be THE BOUCHARD SEWING MACHINE MOTOR COMPANY. Its domicile is hereby established in the city of New Orleans, and its duration is fixed at twenty-five years from the date of this act.

It shall have power to contract, to sue and be sued, to acquire and own property, real and personal, to make and use a common seal, and generally to do all things requisite and proper to carrying into effect the objects for which it is established.

ARTICLE II.

The object and purpose of this company is to manufacture and sell, and to dispose to others of the right to manufacture and sell, or either, in the United States and elsewhere, the apparatus machinery, or motor for running or working sewing machines, invented by Adolphe Bouchard, and for which two patents have been granted, dated respectively sixteenth January and seventh May, 1872, and numbered 122,802 and 126,441, as well as under any other patents that may hereafter be issued to said Bouchard, in this country and elsewhere, for any improvements therein, or for any other inventions having the same object in view.

ARTICLE III.

The capital stock of this company shall be one hundred and fifty thousand dollars, divided into fifteen hundred shares of one hundred dollars each. Of this number, twelve hundred and eighty shares, representing one hundred and twenty eight thousand dollars, shall be distributed among the owners of the said patents, in proportion to their respective interests therein, as set forth in an agreement between said owners entered into before the undersigned notary, on the thirtieth day of May, 1872, and this in consideration and as a full payment for their respective patent rights, to be by them transferred to this company. The remaining twenty-two hundred and twenty shares are to be held in trust by the president for the company, to be subscribed for and sold or disposed of in such other manner, at such times and on such terms as the Board of Directors shall determine, for the benefit of this company and as a working capital.

ARTICLE IV.

The affairs of the company shall be managed by a board consisting of a president and four directors, who shall be elected annually, their term of office to commence on the first Monday of January of each year, and Tristram Tupper is hereby constituted the president, and Adolphe Bouchard, Charles M. Conrad, Henry Dugue and Robert Bruce the directors of this company, forming the first board, to hold office until the first Monday of January, 1873.

ARTICLE V.

The president shall preside at all meetings of the said board, as well as of the stockholders, and shall, in connection with the other members of the Board of Directors, and under the restrictions hereinafter imposed, be the executor of the affairs of the company, and all summons or notices, or other legal processes wherein the company may be interested, shall be served upon him.

ARTICLE VI.

There shall be a secretary and a treasurer of the company, who, together with the other officers and employes of the company, shall be chosen by the Board of Directors, who shall also fix the amount of compensation or salaries to be paid them; provided, that no salary shall commence to run until profits shall be realized by the company sufficient to pay the same; and, provided further, that the salary of the president shall at no time be either increased or diminished during the year for which he has been elected.

ARTICLE VII.

The Board of Directors shall have full power to do and perform all things necessary or proper to carry into full effect the objects and purposes of this charter, and which are not in conflict with any law of this State, or of the United States, or the true meaning of this act.

ARTICLE VIII.

The president of the company shall, at least fifteen days before the expiration of his term of office, render a full and complete statement of the affairs, financial and otherwise, of the company, showing the contracts made, the amounts of sales and the profits and losses during the past year, the nature and value of all the assets of every description belonging to, and all the debts due by the company, together with all other matters of interest connected therewith.

ARTICLE IX.

At all meetings of stockholders, where a vote is taken, each stockholder shall be entitled to vote either in person or by proxy on the stock held or represented by him; provided, that no corporation shall be entitled to vote on more than fifty and no individual or firm on more than two hundred shares. The shares voted on by a husband or his wife, or a father or tutor for minors, shall be considered as voted by the party casting the same. The majority of the votes thus given shall prevail.

ARTICLE X.

No person shall be eligible for either president or director who does not hold at the date of his election and during his term of office, and has not held for at least ninety days prior to such election, at least ten shares of the capital stock of the company.

ARTICLE XI.

No stockholder shall be responsible for any debts or obligations of the company beyond the capital stock owned by him.

ARTICLE XII.

All certificates of stock shall be signed by the president and secretary of the company, and books shall be kept open for the registry and transfer of shares of stock subject to regulations to be established by the board. Transfers shall be made upon said books, and signed by the holder or his attorney in fact, and no transfer shall be deemed complete until entered therein. No transfer of stock shall be entered, so long as the party desiring to transfer the same shall be indebted to the company; except with the consent of the Board of Directors.

ARTICLE XIII.

Regular semi-annual meetings of the stockholders shall be held on the first Monday of June and December of each year, and the election for officers for the ensuing year shall take place at the latter meeting.

A special meeting may be called by the President at the request of any three stockholders, owning together not less than one hundred shares of the capital stock.

ARTICLE XIV.

A failure, from any cause, to elect officers at the date fixed hereofor that purpose shall not dissolve the Company, but the directors then in office shall hold over until another day shall have been fixed and the election shall have been held. Due notice of this meeting, as well as of the regular meetings, shall be given by publication in two of the city papers.

ARTICLE XV.

Minutes of the proceedings of all meetings, either of the Board of Directors or of the stockholders, shall be kept and entered in books for that purpose, which shall at all times during business hours of business days be open to the examination of any stockholder.

ARTICLE XVI.

No meeting of stockholders shall be held between July 1 and November 15 of each year, or during the existence of any epidemic, unless at least three-fourths of the capital stock voted under the restrictions of article IX shall be represented thereat.

ARTICLE XVII.

No business shall be transacted at any meeting of the stockholders unless a quorum, consisting of a majority of the members representing a majority of the stock, shall be present and voting. This charter may be amended, provided such amendment be concurred in by two-thirds of the votes cast. Such amendments may be proposed at either of the general meetings provided for in this charter, or at any meeting called in accordance with the preceding provisions, provided that the publication giving notice to the stockholders of such meeting, whether regular or called, shall state that an amendment or amendments to the charter are to be proposed at such meetings.

ARTICLE XVIII.

At the time of the dissolution of this charter, or sooner if ordered by a vote of two-thirds of the stock voted under restrictions of article nine, the affairs of the company shall be liquidated, its debts paid and its assets distributed, and unless it shall be otherwise directed at the meeting which determines upon the liquidation, the then existing Board of Directors shall constitute the commissioners to liquidate its affairs, and shall for that purpose remain in office until that work shall have been completed.

Thus done and passed in my office, at New Orleans aforesaid, the day, month and year first above written, in the presence of Victor Olivier, Jr., and Martin Gordon, Jr., witnesses of lawful age, and domiciliated in this city, who hereunto sign with the masters with the appearers and me, the said notary, after the reading of these presents.

Original signed: A. Bouchard, C. M. Conrad, Henry Dugue, T. Tupper, Charles Angelo Conrad, Robert Bruce and others; signed also by the witnesses and the notary, Victor Olivier, Jr., Martin Gordon, Jr., and N. B. Trist, notary public.

I, the undersigned, Recorder of Mortgages for the city and parish of Orleans, State of Louisiana, do hereby certify that the within act of incorporation was this day duly recorded in my office, according to law, in society book No. 8, folio 736.

G. DARCANTEL, Deputy.

New Orleans, June 4, 1872.

I hereby certify the foregoing to be a true copy of the original act and certificate thereto attached of the Recorder of Mortgages, among the archives of my notarial office.

Witness my hand and official seal, New Orleans, this fifth day of June, 1872.

S. B. TRIST, Notary Public.

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SHERIFF'S SALES.

Francisco Quadras vs. Mrs. Frances Syme Hinsbarger (Frances Syme, widow by first marriage of Alfred Willis, and now the wife of Peter Hinsbarger).

FIFTH DISTRICT COURT FOR THE PARISH of Orleans, No. 3188.—By virtue of a writ of fieri facias to me directed by the honorable the Fifth District Court for the parish of Orleans, in the above entitled cause, I will proceed to sell at public auction, at the Merchants and Auctioneers' Exchange, Royal street, between Canal and Custom-house streets, in the Second District of this city, on TUESDAY, July 9, 1872, at twelve o'clock M., the following described property, to wit—

A CERTAIN PIECE OF GROUND, together with the buildings and improvements thereon, and all the rights, ways and advantages thereunto belonging or in anywise appertaining, situated in the faubourg Claclause, in the parish of Jefferson, in this State, designated as square number thirty-seven, which is bounded by Antoine, Plaquemine, Pyrtania and Amelia streets, and measures about two hundred and fifteen feet front on Amelia street, about forty-six feet nine inches seven lines front on Pyrtania street, about two hundred and fourteen feet one inch three and a half lines front on Antoine street, by about sixty-four feet in depth.

Being the same property acquired by defendant by purchase from Raymond Pechelt, per act passed before Andrew Hero, late a notary public in this city, on the twenty-fourth day of September, 1864.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,
je27 jy9 Sheriff of the Parish of Orleans.

Succession of Harvey Guild, fieri facias vs. Jotham Potter and W. H. Reynolds, in solido.

SECOND DISTRICT COURT FOR THE PARISH of Orleans, No. 34,084—By virtue of a writ of fieri facias issued on a twelve months' bond, to me directed by the honorable the Second District Court for the parish of Orleans, in the above entitled matter, 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 WEDNESDAY, July 3, 1872 at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and the appurtenances thereunto belonging, situated in the First District of this city, in the square bounded by St. Charles, Girod, Julia and St. Mary streets, and designated by the number eight, on a plan of the same and other property, drawn by Joseph Pilie, late surveyor, dated February 9, 1836, and deposited in the office of H. B. Cenas, late a notary public in this city. Said lot measures twenty-seven feet front on St. Charles street, by one hundred and forty-nine feet two inches and three lines in depth, between parallel lines, running through to St. Mary street, on which it has a front of twenty-seven feet, American measure. Said property was acquired by the late Harvey Guild by purchase from Robert Leech, per act passed before James Graham, notary public in this city, on the tenth of April, 1856. Ex virtute of a judgment rendered by the Second District of New Orleans, in the matter of Sarah Hanford Guild vs. her husband, No. 19,152 of the docket of said court, the said parties were separated from bed and board. By an act passed before Frederick L. Hubbard, formerly a notary public in this city, on the fourteenth of July, 1865, the said Mrs. Guild and her said husband made an amicable division of their property, which had formerly belonged to them in community. The whole as per inventory on file in the Second District Court for the parish of Orleans, in the matter of the succession of Mrs. Evelina Guild, No. 32,871 of the docket of said court.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,
je17 jy3 Sheriff of the Parish of Orleans.

Mitchell & Rammelsberg Furniture Company vs. Mrs. Mary Henderson.

SEVENTH DISTRICT COURT FOR THE PARISH of Orleans, No. 9742.—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 MONDAY, July 1, 1872, at five o'clock P. M., at my warehouse, No. 74 St. Ann street, between Royal and Bourbon streets, in the Second District of this city,

A LOT OF HOUSEHOLD FURNITURE AND MOVABLE EFFECTS taken from the premises No. 176 Customhouse street, as per inventory, which may be seen in my office.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,
je20 26 30 Sheriff of the Parish of Orleans.

John Hughes et al. vs. John Connolly.

FOURTH DISTRICT COURT FOR THE PARISH OF Orleans, No. 33,240.—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, July 13, 1872, at twelve o'clock M., the following described property, to wit—

A CERTAIN PIECE OF PORTION OF GROUND, together with the buildings and improvements thereon, and all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Faubourg Livaudais, Fourth District of this city, in the square bounded by Baronne (late Bacchus), Third, Dryades and Fourth streets, and measuring fifty feet front on Third street, by one hundred and seventy-five feet in depth, between parallel lines, running through to Fourth street, on which it has a front of twenty-seven feet, American measure. Said property is composed of: 1. A portion of ground measuring fifty feet front on Third street, by one hundred and twenty-five feet in depth, which John Hughes and Frederick G. Folger acquired by purchase from Mrs. Ellen Christie, by an act passed before James Graham, a notary public in this city, on the nineteenth day of October, 1865; and 2. Another piece of ground, fifty feet square, lying immediately in the rear of that purchased from Mrs. Christie, and composed of a part of the rear of the lots designated by the numbers six, nine and ten, which said Hughes and Folger acquired by purchase from Patrick Irwin, per act passed before William Shannon, notary public in this city, on the thirtieth day of November, 1865. Being the same property acquired by the defendant herein by purchase from plaintiffs, per act passed before Andrew Hero, Jr., notary public in this city, on the twelfth of March, 1870.

Seized in the above suit.

Terms—First—In cash for a sufficient amount to pay the plaintiff's claim in the sum of eight thousand dollars, with interest thereon at eight per cent per annum from March 12, 1870, till the day of sale, five per cent upon said principal and interest as attorney's fees, five dollars' costs of copy of act, and all costs of suit. Second—the purchaser to assume the extent of his interest of his bid) the payment of four promissory notes, secured by concurrent mortgage on the property above described, drawn by defendant to his own order, and by him indorsed, dated March 12, 1870, each for the sum of eight hundred dollars, payable, respectively, two at thirty months, and two at twenty-six months from date, and bearing interest at the rate of eight per cent per annum from date until final payment. Third—and the balance of the price of adjudication (if any) cash on the spot.

C. S. SAUVINET,
je12 26 jy13 Sheriff of the Parish of Orleans.

State of Louisiana vs. Widow M. McManus.

EIGHTH DISTRICT COURT FOR THE PARISH OF Orleans, No. 2250.—By virtue of a writ of fieri facias 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, July 13, 1872, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, situated in the First District of this city, in square number five hundred and fifteen, bounded by Cypress, Johnson, Galves and Julia streets, measuring one hundred and fifty-seven feet front on Cypress street, forming the corner of Cypress and Johnson streets, by one hundred and fourteen feet in depth.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,
je12 27 jy13 Sheriff of the Parish of Orleans.

Orleans Railroad Company vs. Damien Payran.

FIFTH DISTRICT COURT FOR THE PARISH OF Orleans, No. 3345.—By virtue of a writ of seizure and sale to me directed by the honorable the Fifth District Court for the parish of Orleans, in the above entitled cause, I will proceed to sell at public auction, at the St. Louis Auction Exchange, in the basement rotunda of the St. Louis Hotel, St. Louis street, between Chartres and Royal streets, in the Second District of this city, on FRIDAY, July 12, 1872, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, situated in the Third District of this city, in the square number one hundred and fifty-one, bounded by Broad, Lapeyrouse, White and Laharpe streets, and designated by the numbers three and four on the plan and lithographic sketch made by Pilie & Murray, architects, dated tenth March, 1869, and deposited for reference in the office of A. D. Dorincourt, notary public, in this city, and measuring each twenty-seven feet three inches two lines front on Laharpe street, by one hundred and five feet three inches in depth, being the same property acquired by defendant herein from plaintiffs on the thirtieth day of March, 1869.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,
je4 26 jy8 Sheriff of the Parish of Orleans.

Dr. S. Choppin vs. Mr. and Mrs. M. D. Eslava.

SIXTH DISTRICT COURT FOR THE PARISH of Orleans, No. 2131.—By virtue of a writ of fieri facias against M. D. Eslava, 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, July 6, 1872, at twelve o'clock M., the following described property, to wit—

ALL THE RIGHT, TITLE AND INTEREST OF the defendant, M. D. Eslava, in and to the succession of his son, Charles H. Eslava, being heir for one-fourth. The property of which is more particularly described in the record of the mortuary proceedings before the Second District Court for the parish of Orleans, No. 25,535 of the docket of said court, and particularly his interest so inherited in two lots of ground, together with all the buildings and improvements thereon, situated in the Fourth District of this city, in the square bounded by Washington avenue, Fourth, Camp and Chestnut streets, designated by the numbers three and four on a plan of L. H. Pilie, late surveyor, on the sixteenth of January, 1866. Said lots adjoin each other, and measure, each, thirty feet front on Washington avenue by one hundred and twenty-five feet in depth, between parallel lines; lot number four forming the corner of Washington avenue and Chestnut street.

Being the same property acquired by Charles H. Eslava by purchase from Lewis Elkin, per act passed before Walter H. Peters, late a notary public in this city, on the tenth of February, 1866, subject to the rights of creditors and the settlement of said succession.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,
je4 26 jy8 Sheriff of the Parish of Orleans.

SHERIFF'S SALES.

George W. Lane vs. Pierre Simon de Chassat.

SEVENTH DISTRICT COURT FOR THE PARISH of Orleans No. 9672.—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, at the St. Louis Auction Exchange, in the basement rotunda of the St. Louis Hotel, St. Louis street between Chartres and Royal streets, in the Second District of this city, on MONDAY, July 1, 1872, at twelve o'clock M., the following described property, to wit—

A CERTAIN SQUARE OF GROUND, together with all the improvements thereon, and the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situated in the Third District of this city, comprised within Congress, Independence, Celestine and Josephine streets, designated by the number forty-one on a plan drawn by A. Engelhardt, surveyor, and deposited for reference in the office of James Graham, a notary public in this city, as plan number one hundred and thirty-three, also designated by the same number on a plan drawn by Pilie & De Pouilly, architects, dated the tenth day of March, 1866, and deposited for reference in the office of Andrew Hero, Jr., notary public in this city, as plan number four, which said square measures three hundred and forty-one feet front on Independence street, the same front on Congress street, one hundred and ninety-seven feet and seventeen feet front on Celestine street, the same front on Josephine street, and is divided into twenty-two lots, from one to twenty-two inclusive. Being the same property acquired by defendant by purchase from Thomas J. Durant, per act passed before Andrew Hero, Jr., notary public in this city, dated March 17, 1866.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,
m30 je15 30 Sheriff of the Parish of Orleans.

L. E. Ferroux vs. Pierre Lacoste.

THIRD DISTRICT COURT OF NEW ORleans, No. 20,238.—By virtue of a writ of seizure and sale, directed by the honorable the Third District Court of New Orleans, in the above entitled cause, to Harry T. Hays, late Sheriff, and by said late Sheriff to me transferred, I will proceed to sell at public auction, at the St. Louis Auction Exchange, in the basement rotunda of the St. Louis Hotel, St. Louis street, between Chartres and Royal streets, in the Second District of this city, on FRIDAY, July 5, 1872, at twelve o'clock M., the following described property, to wit—

A CERTAIN TRACT OF LAND, together with the buildings and improvements thereon, situated in the parish of Orleans, on the right bank of the Mississippi river, at about four miles below it is city, having two arpents and a half front on the river, by forty arpents in depth, bounded on the upper line by a property belonging to A. B. C. Lacoste, and on the lower line by a property belonging to Mr. Edmond Fortier; which property was acquired by the said P. Lacoste in the following manner, to wit: The two arpents above described, four-fifths thereof were purchased by him from the heirs of the late Casimir Lacoste by an act passed before Pierre Lacoste, late a notary public in this city, on the thirteenth day of January, 1859, and the other fifth thereof was inherited by him from his father, the said Casimir Lacoste, as his ir one-fifth in his estate, and the half arpent above described was purchased by him from Hypolite Fortier, by an act passed before said notary, P. Lacoste, on the seventh day of May, 1856.

Seized in the above suit.

Terms—Cash on the spot.

C. S. SAUVINET,
je4 15 jy5 Sheriff of the Parish of Orleans.

Philip Huth, Jr., vs. John Murphy.

SEVENTH DISTRICT COURT FOR THE PARISH of Orleans, No. 9726.—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 St. Louis Auction Exchange, in the basement rotunda of the St. Louis Hotel, St. Louis street, between Chartres and Royal streets, in the Second District of this city, on FRIDAY, July 5, 1872, at twelve o'clock M., the following described property, to wit—

A CERTAIN LOT OF GROUND, situated in the Third District of