New Orleans Republican.
OFFICIAL JOURNAL OF THE UNITED STATES
OFFICIAL JOURNAL OF NEW ORLEANS

COURT RECORD.

TUESDAY, MAY 20, 1873.

Supreme Court.

Occupied in hearing arguments of counsel. Court will be open Wednesday morning for arguments.

Applicants for admission to the bar will be examined Saturday.

Superior District Court.

State ex rel. R. Stewart Dennee vs James Clinton, Auditor.—Mandamus refused.

First District Court.

State vs. M. Morgan.—False imprisonment. Verdict, guilty.

State vs. Charles Rollins.—Bigamy. Plea of not guilty.

State vs. James Heneley.—Carrying concealed weapons. Capias issued.

State vs. Caroline Mitchell.—Assault and battery. Plea of guilty of assault.

State vs. William Brown.—Larceny. Plea of not guilty.

State vs. William Davis.—Larceny. Plea of not guilty.

State vs. John Lafitte.—Larceny. Plea of guilty.

State vs. Mary Seymore.—Assault and battery. Verdict, not guilty.

State vs. Joseph Vallador.—Burglary and larceny. The accused refusing to answer, a medical commission consisting of Drs. William H. Watkins, T. G. Richardson and J. B. Cooper was appointed by the court to examine into his physical condition.

State vs. Albert Miller, alias Conrad Sincair.—Forgery. Nolle prosequi ente ed

State vs. same.—Obtaining money under false pretenses. Information filed and plea of guilty entered.

Second District Court.

Successions of Paul Anglade, Samuel Kohn and Rosina Halbriter, his wife, Margaret Morris Aroni, Mary Kuhn, wife of B. Blaum, Charles Escoffier, Patrick Henry Foley and John M. Fakes opened.

Fifth District Court.

A. B. Mitchell vs. John Conolly.—This suit is based on a joint note made and signed by two parties, payable to their own order, and by them indorsed. The plaintiff now sues one of the makers only for the whole amount of the note, $106, with five per cent interest thereon from the ninth day of July, A. D. 1872. He subsequently amended his petition, and sought thereby to hold Conolly bound for the whole note by virtue of his indorsement. Under article 2085 of the Civil Code, it was necessary in suing on a joint obligation that all the obligors should be made defendants, and no judgment could be obtained against any one of them without providing that all joined the obligation, or were presumed by law to have done so. This law was amended by an act of the General Assembly, No. ——, of 1871, by which holders of such obligations were authorized to sue one or more obligors separately for his virile share of the indebtedness, without making his joint obligors parties to the suit. The plaintiff in this suit professes to have brought his action under that act. The note sued shows upon its face that the makers are liable only as such, and that the indorsements created no new nor additional obligations, and that they were essential to the completion of the note. They were, therefore, original contracts only in the sense the signing of the note was; in fact, they were one and the same act.

The case of Bell vs. Massey, reported in 11 An. at page 831, and which was cited by plaintiff's counsel, does not sustain him on principle. The court there held that "when a note, payable to the order of two persons, is indorsed by each separately, they will in the absence of proof to the contrary, be presumed to be commercial partners, and so liable for the whole note. Without stopping to discuss the logic by which the court was authorized to deduce such a presumption from such an indorsement, it is evident that had they not presumed the indorsers were commercial partners the court's ruling would have been different. In this case there is no allegation that the makers and indorsers of the note sued on are or were commercial partners. In the absence of such an allegation I can not, even under the authority of Bell vs. Massey, presume that the note here sued on is solidary. Solidarity is never presumed, except in the obligations of commercial firms. The note being for $106, and joint in form, and the act of 1871, authorizing the holder to sue each maker for his share of the indebtedness, it follows that this court was without jurisdiction, as that share amounted to but $53. The owner of the note might have sued in this court if he had cited both the obligors, because in that case he would have been authorized by law to sue the whole note. He sues only one of them, and as the act of 1871 authorizes him to sue only for his share of the debt evidenced by the note, that share being $53, it is clear that this court is without jurisdiction. There must be judgment of dismissal with costs, reserving to plaintiff all his rights to sue on said note, in any court of competent jurisdiction.

Our Visitors.

Speaking of the Congressional excursion party then en route, the St. Louis *Democrat* of the seventeenth says:

Governor Noyes, of Ohio, and Governor Walker, of Virginia, are not of the party, as was expected, both gentlemen being obliged to participate in the convention of Governors at Atlanta this week.

Senators Spencer, of Alabama, and Ingalls, of Kansas, were also obliged to abandon the trip, but with these exceptions the list of excursionists as published in this morning's *Democrat* is correct, as far as the Congressmen and other participants from abroad in the convention are concerned.

Ex-Senator Henderson and D. P. Rowland, of the St. Louisans, failed to put in an appearance at the depot, and their absence is generally regretted.

Mr. and Mrs. Josiah Fogg, Dr. Brokaw, Mr. Shaw, and one or two others from the city, have been added to the St. Louis delegation as previously published, and which is numerically very small.

After leaving the Seventh street depot it was discovered that nearly forty Congressmen had been left behind through some mistake. After a short debate it was decided not to return for them, but to telegraph to join the party at Franklin by a later train, which they did. Among the tardy ones were ex-Governor Ward of New Jersey, Senator Ramsey, General Bussey and Judge Kennard of New Orleans, and Judge Willie of Galveston. The latter are to take charge of the excursion as soon as the party enter Southern Texas, and their chagrin at being too late for the train was unbounded.

The party is expected to reach Galveston to-day, and from thence to come direct to this city.

The following is the list referred to:

Governor Noyes, of Ohio; Governor Walker, of Virginia; Senator Ingalls, of Kansas; Senator Spencer, of Alabama; ex-Congressman Halsey, of New Jersey, and half a dozen other specially invited guests, and the following Congressmen: Hon. Charles Albright, Pennsylvania; William E. Arthur, Kentucky; J. A. Barber, Wisconsin; John Berry, Ohio; James S. Beery, Pennsylvania; R. P. Bland, Missouri; James H. Blount, Georgia; N. B. Bradley, Michigan; F. G. Bromberg, Alabama; John Y. Brown, Kentucky; A. H. Buckner, Missouri; H. C. Burchard, Illinois; Richard H. Cain, South Carolina; J. H. Caldwell, Alabama; Joseph G. Cannon, Illinois; T. J. Cason, Indiana; A. J. Clark, New Jersey; Isaac Clements, Illinois. Stephen A. Cobb, Kansas; John Coburn, Indiana; Abram Comingo, Missouri; Philip Cook, Georgia; Franklin Corwin, Illinois; Aylett R. Colton, Iowa; T. T. Crittenden, Missouri; Edward Crossland, Kentucky; William Crutchfield, Tennessee; Chester B. Darrall, Louisiana; Alexander M. Davis, Virginia; William G. Donnon, Iowa; Nulton J. Durham, Kentucky; Charles A. Eldridge, Wisconsin; Moses W. Field, Michigan; Greenbury L. Fort, Illinois; D. C. Giddings, Texas; John M. Glover, Missouri; Lewis R. Guncle, Ohio; R. A. Hatcher, Missouri; G. W. Hazleton, Wisconsin; John W. Hazleton, New Jersey; William T. Holman, Indiana; A. R. Howe, Mississippi; S. A. Hurlbut, Illinois; Ira B. Hyde, Missouri; William Y. Hines, Arkansas; John A. Kasson, Iowa; John W. Killinger, Pennsylvania; R. M. Knapp, Illinois; C. N. Launson, Ohio; William H. Lawrence, Ohio; James M. Leach, North Carolina; Barbour Lewis, Tennessee; James R. Lofland; Delaware; William Loughbridge, Iowa; John A. Magee, Pennsylvania; S. S. Marshall, Illinois; B. Frank Martin, West Virginia; James S. Martin, Illinois; A. S. McDill, Iowa; G. C. McKee, Mississippi; John McNulta, Illinois; D. B. Mellish, New York; Charles W. Milliken, Kentucky; Frank Morey, Louisiana; L. T. Neal, Ohio; William E. Niblack, Indiana; Jason Niles, Mississippi; Jackson Orr, Iowa; Godlove S. Orth, Indiana; Jasper Packard, Indiana; William H. Ray, Illinois; Hiram L. Richmond, Pennsylvania; James C. Robinson, Illinois; Milton Taylor, Ohio; J. B. Lever, Virginia; W. L. Sessions, New York; Christopher C. Sheats, Alabama, L. A. Sheldon, Louisiana; John S. Sloss, Alabama; James J. Swart, New York; J. Ambler Smith, Virginia; William Sprague, Ohio; E. O. Stannard, Missouri; James D. Strawbridge, Pennsylvania. William H. Stone, Missouri; J. Hale Sypher, New Orleans; W. B. Small, New Hampshire; A. W. Taylor, Pennsylvania; James N. Tyner, Indiana; A. S. Wallace, South Carolina; J. D. Ward, Illinois; Marcus L. Ward, New Jersey; Erastus Wells, Missouri; Thomas Whitehead, Virginia; W. C. Wirthome, Tennessee; David Oreonta, New York; George Willard, Michigan; Charles G. Williams, Wisconsin; A. H. Wille, Texas; Benjamin Wilson, West Virginia; J. M. Wilson, Indiana; S. K. Wolfe, Indiana, John D. Young, Kentucky; and P. M. B. Young, Georgia. Several of these gentlemen will be accompanied by their wives and daughters.

The St. Louisans of the party are Messrs. James B. Eads, George Bain, C. E. Moulton, G. W. Samuels, D. P. Rowland, Charles Elleard, ex-Senator John B. Henderson, Mrs. Stanard, Miss Josie Eads, Mr. and Mrs. Fogg, and perhaps two or three others, with representatives from each of the St. Louis papers. Among the other journalists who will accompany the expedition are H. V. Boynton, Washington correspondent of the Cincinnati *Gazette*, and Messrs. White, of the New York *Tribune*; Colburn, of the New York *Times*; Noyes, of the Washington *Star*; Marshall, of the Chicago *Tribune*; Clowry, of the Western Union Telegraph Company, and Osborne, of the St. Louis Associated Press.

Meteorological and River Report.

The signal service, United States army, reports, for the benefit of commerce, the meteorological record, and rise or fall of the rivers, at 3:43 P. M., local time, yesterday, as follows:

Place.	Ther.	Wind	Weather.
Cairo	77	N. E.	Fair.
Chicago	60	S. W.	Cloudy.
Cincinnati	87	S. W.	Fair.
Davenport	66	W.	Fair.
Galveston	74	N. E.	Threatening.
Indianola	79	E.	Threatening
Keokuk	76	S. W.	Fair.
Leavenworth	69	S.	Fair.
Louisville	81	W.	Clear.
Memphis	84	S.	Cloudy.
Nashville	82	N.	Fair.
New Orleans	79	S. E.	Cloudy.
Omaha	71	S.	Fair.
Pittsburg	69	E.	Fair.
Shreveport	79	S. E.	Cloudy.
St. Louis	72	S.	Cloudy.
St. Paul	64	S. W.	Cloudy.
Vicksburg	78	S. W.	Light rain.
Fort Benton	62	N. W.	Fair.
Fort Sully	64	S. E.	Cloudy.
Yankton	66	W.	Fair.

THE RIVERS.

Stations.	Rise. Inches.	Fall. Inches.	Above low water mark Ft.	In
Cairo	..	13	36	6
Cincinnati	..	32	12	9
Davenport	..	1	4	7
Evansville	..	34	20	4
Louisville	..	5	8	7
Memphis	1	..	31	5
New Orleans	..	1	..	..
Pittsburg	..	1	4	2
Shreveport	6	..	12	9
St. Louis	..	1	19	3
St. Paul	3	..	3	3
Vicksburg	..	..	29	2

The river here is two feet nine inches below high water mark of 1871.

The Temperature.

The thermometer at Louis Frigerio's, No. 50 Chartres street, yesterday stood as follows: At 8 A. M., 78°; at 2 P. M., 81°; at 6 P. M., 74°. Lowest point during the night of May 19, 66°. Rain May 20, two and four-tenths inches.

LEGAL NOTICES.

STATE OF LOUISIANA.

FOURTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

MRS. M. E. DUMAS VS. A. P. DUMAS, HER HUSband—No. 41,237.

I HEREBY CERTIFY THAT ON THE FIFTEENTH day of April, 1873, judgment was rendered in this court, in the following entitled suit, in the words and figures following, to wit:—

Mrs. M. E. Dumas vs. A. P. Dumas, her husband—No. 41,237.

In this case, submitted to the court for adjudication, and considering that all the facts and allegations contained in plaintiff's petition have been fully substantiated by evidence taken in open court and on file, and the law and the evidence being in favor of plaintiff—

It is ordered, adjudged and decreed that the judgment by default herein entered against defendant, on the eighth instant, be now confirmed and made final, and accordingly that judgment be rendered in favor of Marie Emilie Dumas, wife of A. P. Dumas, the plaintiff, and against A. P. Dumas, the defendant, for the sum of one thousand dollars, with legal interest from the twenty ninth day of April, 1871, till paid, and for the further sum of ten thousand dollars, with legal interest from the twenty-fourth day of December, 1869, till paid, being the amount of her dotal and paraphernal property, and with lien and privilege on the property of the defendant; and it is further ordered, adjudged and decreed that the community of gains and acquests heretofore existing between the parties herein be dissolved, that plaintiff be separated in property from the defendant, her husband, and that plaintiff have the sole control and administration of her said property, and that she be authorized to exercise all the rights granted by law to married women separated in property from their husbands, and that defendant pay the costs of suit.

Judgment rendered April 15, 1873. Signed April 19, 1873.

B. L. LYNCH, 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 nineteenth day of April, in the year of our Lord one thousand eight hundred and seventy-three, and the ninety-seventh year of the independence of the United States.

apl2 my19 22 OSCAR ARROYO, Deputy Clerk.

STATE OF LOUISIANA.

FOURTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

MRS. JANE SWAIN VS. JOHN W. SWAIN, HER Husband—No. 41,181.

I HEREBY CERTIFY THAT ON THE TWELTH day of April, 1873, judgment was rendered in this court in the following entitled suit in the words and figures following, to wit:

Mrs. Jane Swain vs. John W. Swain, her husband, No. 41,181.

On motion of C. H. Durward, Esq., of counsel for plaintiff, and upon producing due proof of all the facts and allegations contained in the plaintiff's petition, and the same as well as the law being in favor of plaintiff, it is ordered, adjudged and decreed that the judgment, by default, herein entered against defendant on the seventh instant, be now confirmed and made final; and accordingly that there be judgment in favor of plaintiff, Mrs. Jane Swain, and against defendant, John W. Swain, her husband, for the sum of sixteen hundred dollars, amount of her paraphernal property; and it is further ordered, adjudged and decreed that there be a separation of property between the parties and a dissolution of the community of acquests and gains heretofore existing between them, and that plaintiff have the administration and sole control of her paraphernal property, defendant paying the costs of this suit.

Judgment rendered April 12, 1873.

Signed April 17, 1873.

B. L. LYNCH, 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 seventeenth day of April, in the year of our Lord one thousand eight hundred and seventy-three, and the ninety seventh year of the independence of the United States.

OSCAR ARROYO,
my11 25 je8* Deputy Clerk.

UNITED STATES DISTRICT COURT.

DISTRICT OF LOUISIANA.

IN THE MATTER OF G. G. GORDIN & CO., BANKrupts.

In Bankruptcy—No. 1241.

WHEREAS, GEORGE G. GORDIN, INDIVIDUally and as a member of said firm, of New Orleans and district aforesaid, duly declared bankrupt under the act of Congress of March 2, 1867, has this day filed in said court a petition praying for a discharge and certificate thereof from all his debts and other claims provable under said act.

Notice is therefore given to all creditors who have proved their debts, and to all other persons in interest, that the seventh day of June, 1873, at 11 A. M., is assigned for the hearing of the same, and that they may then and there attend and show cause, if any they have, why the prayer of the said petition should not be granted, and further notice is given that the bankrupt will undergo an examination before Register Kellogg, on the fifth day of June, A. D. 1873, at 11 A. M., at his office Customhouse building.

Clerk's office, New Orleans, May 19, 1873.

my20 27 je4 E. LOEW, Deputy Clerk.

LEGAL NOTICES.

THE STATE OF LOUISIANA.

SIXTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

MARIE ELIZABETH MARTIN VS. JOHN DAWSON—No. 4627.

I HEREBY CERTIFY THAT ON THE TWENTY-sixth day of April, 1873, judgment was rendered in this court in the following entitled suit in the words and figures following, to wit:

Marie Elizabeth Martin vs. John Dawson—No. 4627.

In this case, the court considering that the law and the evidence sustains plaintiff's demand, it is ordered, adjudged and decreed that the judgment by default herein entered on the twenty second instant be now confirmed; that there be judgment in favor of plaintiff, Marie Elizabeth Martin, and against defendant, John Dawson, her husband, decreeing a separation of property between the said parties, and that plaintiff do recover of defendant, her said husband, the sum of sixty-seven hundred and seventy-two dollars and twenty-five cents, with legal interest from judicial demand until paid, with the mortgage and privilege accorded by law to married women, dating from the twenty eighth of February, 1855, and that plaintiff have the control of her dotal and paraphernal property. It is further ordered that defendant be condemned to pay the costs of this suit.

Judgment signed May 9, 1873.

A. SAUCIER, Judge.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the city of New Orleans, on this fifteenth day of May, in the year of our Lord one thousand eight hundred and seventy-three.

my20 EDWARD H. GANNON, Deputy Clerk.

STATE OF LOUISIANA.

FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

SALLIE H. ALLEN, WIFE OF JOHN N. HARRISON, vs. her husband—No. 4067.

I HEREBY CERTIFY THAT ON THE SIXTH day of March, 1873, judgment was rendered in this court, in the following entitled suit, in the words and figures following, to wit:

Sallie H. Allen, wife of John N. Harrison, vs. her husband—No. 4067.

In this case, the court considering the law and evidence to be in favor of plaintiff, it is ordered, adjudged and decreed that there be judgment in favor of plaintiff, Sallie H. Allen, and against defendant, John N. Harrison, her husband, decreeing a separation of property and a dissolution of the community of acquests and gains heretofore existing between the said parties; that the said plaintiff do administer her own separate estate, and that she recover from the defendant, her husband, the sum of two thousand dollars, with legal interest thereon from judicial demand, to wit: January 9, 1873, until paid, and costs of suit, with privilege and mortgage as allowed by law to married women on the property of their husbands.

Judgment rendered March 6, 1873.

Judgment signed March 11, 1873.

E. NORTH CULLOM, 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 the sixteenth day of April in the year of our Lord one thousand eight hundred and seventy-three, and the ninety-seventh year of the indepe dence of the United States.

my20 31* EDWARD KEENA, Deputy Clerk.

STATE OF LOUISIANA.

FOURTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

J. B. ROUX REY VS. HIS CREDITORS—No. 42,237.

Order.

LET A MEETING OF THE CREDITORS OF J. B. Roux Rey be held and convened before William J. Castell, Esq., a notary public in this city, on THURSDAY, May 22, 1873, at 11 A. M., for the purpose of deliberating and giving their opinion and advice upon the application of said Roux Rey for a respite. And in the meantime let all judicial proceedings against his person and property be stayed, and E. Pitcal, Esq., attorney at law, be appointed to represent the absent creditors herein.

New Orleans April 17, 1873.

B. L. LYNCH, Judge.

Filed April 17, 1873.

A. F. LYND, Deputy Clerk.

A true copy:
E. F. PALMS, Deputy Clerk. my18 15 22*

MONITION.

STATE OF LOUISIANA.

SECOND DISTRICT COURT FOR THE PARISH OF ORLEANS.

THE STATE OF LOUISIANA TO ALL WHOM these presents shall come, greeting: Whereas Philemon Guidry, Jr., has purchased at a public sale made by P. Maspero, testamentary executor of the late Mrs. Widow M. B. Cantrelle, on the twenty-first day of February, 1873, the property hereinafter described, has applied to this court in the clerk's office of which the deed of sale is recorded for a monition or advertisement, in conformity to sections 2370, 2371, 2372 and 2373, of act No. 96, approved sixteenth of March, 1870, and commonly known as "an act for the revision of the statutes of a general character."

Now, therefore, know ye, and all persons interested herein, are hereby cited and admonished in the name of the State of Louisiana, and of the Sixth District Court for the parish of Orleans, who can set up any right, title, or claim in and to the property hereinafter described, in consequence of any informality in the order, decree or judgment of the court under which the sale was made, or any irregularity or illegality in the appraisements and advertisements, in time or manner of sale, or for any other defect whatsoever, to show cause within thirty days from the day this monition is first inserted in the public papers, why the sale so made should not be confirmed and homologated.

The said property was sold by virtue of an order from this court, rendered on the second day of December, 1872, in the matter of the succession of Mrs. Widow M. B. Cantrelle, No. 35,217 of the docket of this court, at which sale the said Phimon Guidry, Jr., became the purchaser for the price of $10,500

Description of the property as given in the judicial conveyance, viz:

A certain tract of land or sugar plantation, situated in the parish of St. James, on the right bank of the Mississippi river, about sixty-three miles above the city of New Orleans, measuring 11 arpents (more or less) front on the river, by a depth of 99 arpents, bounded above by lands of E. J. Forstall and below by those of Benjamin S. Weber, together with the sugarhouse, steam engine and mill, and all other buildings and improvements thereon and thereunto belonging, with the exception of six negro cabins, a small house and appurtenances and one store, belonging to the present lessee of the plantation, together with seventeen mules and all carts, sugar kettles, one pair scales, plows, dukes and all other articles of husbandry on said plantation.

New Orleans, May 20 1873.

A. L. TISSOT, Judge.
FRANK PACE, Jr., Clerk. my21 je4 17

STATE OF LOUISIANA.

IN THE MATTER OF CÆZER HUCHEZ PRAYING FOR A RESPITE.

FOURTH DISTRICT COURT FOR THE PARISH OF ORLEANS—No. 42,237.

LET A MEETING OF THE CREDITORS OF Cæzer Huchez be held and convened before Octave Morel, Esq., a notary public in this city, on THURSDAY, the nineteenth day of June, 1873, at 10 A. M., for the purpose of deliberating on the application of said Huchez for a respite. And in the meantime let all judicial proceedings against his person and property be stayed, and let W. B. Lancaster, attorney at law, be appointed curator ad hoc to represent the absent creditors in this matter.

New Orleans May 17, 1873.

B. L. LYNCH, Judge.
A. F. LYND, Deputy Clerk. my18 21 24*

THE STATE OF LOUISIANA.

FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

MRS. BARBARA WEGEMANN VS. HER HUSBAND —No. 4095.

I HEREBY CERTIFY THAT ON THE TWENTY-eighth day of March, 1873, judgment was rendered in this court in the following entitled suit, in the words and figures following, to wit:

Mrs. Barbara Wegeman vs. her husband, No. 4095.

This cause came on this day for trial, Wenck & Huff for plaintiff. Defendant and intervenor absent and not represented, when, after hearing pleadings and evidence, the court considering the law and evidence to be in favor of plaintiff. It is ordered, adjudged and decreed that there be judgment in favor of plaintiff, Mrs. Barbara Wegemann, and against defendant, Peter Wegemann, her husband, decreeing a separation of property and a dissolution of the community of acquests and gains heretofore existing between the said parties. It is further adjudged and decreed that the said plaintiff do have and recover of defendant, her husband, the sum of five hundred and twenty-five dollars, with eight per cent interest per annum thereon from July 25, 1868, until paid, and costs of suit, with lien and privilege as allowed by law to married women on the property of their husbands.

It is further adjudged and decreed that the intervention of Schmidt & Ziegler herein be dismissed.

Judgment rendered March 24, 1873.

Signed April 2, 1873.

E. NORTH CULLOM, 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 fifth day of April, in the year of our Lord eighteen hundred and seventy-three, and the ninety-seventh year of the independence of the United States

EDWARD KEENA,
my18 je1 15* Deputy Clerk.

NOTICE.

JOSEPH RUIZ VS. PARTS OF A PROPELLER ENGINE, ETC.

Fifth District Court for the Parish of Orleans—No. 4551.

SHERIFF'S OFFICE, PARISH OF ORLEANS, New Orleans, May 6, 1873.

NOTICE IS HEREBY GIVEN THAT BY VIRTUE of a writ of provisional seizure in rem, to me directed by the honorable the Sixth District Court for the parish of Orleans, in the above entitled cause, I have seized, provisionally, and taken into my possession and safe-keeping a certain piece of iron machinery, parts of a propeller engine, now in the Ivens foundry, on St. Joseph street, near the corner of Tchoupitoulas street, in the First District of this city, sold to one William A. K. Latimer, and on which plaintiff, as vendor claims the sum of one hundred and fifty dollars. And all persons therein interested are hereby notified and invited to appear, within fifteen days from the date hereof, and answer the petition filed in this case.

my7 18 23 W. P. HARPER, Sheriff.

CORPORATIONS.

CHARTER.....CHARTER.

CHARTER OF THE SIXTH DISTRICT AND CARROLLTON RAILROAD COMPANY.

STATE OF LOUISIANA.

PARISH OF ORLEANS, CITY OF NEW ORLEANS.

Before me, Pierre Charles Cuvellier, a notary public in and for the city and parish and State aforesaid, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared the persons whose names are hereunto subscribed, who severally declared that, availing themselves of the provisions of the laws of the State of Louisiana, relative to the organization of corporations for works of public improvements, and for other purposes, they have covenanted and agreed, and by these presents do covenant and agree, and bind themselves, and those whom they represent, or who may hereafter become associated with them, to form themselves into and constitute a corporation for the objects and purposes, and under the stipulations, regulations, and obligations following, to wit:

ARTICLE I.

The corporate name and title of this corporation shall be the "SIXTH DISTRICT AND CARROLLTON RAILROAD COMPANY." The place of business and legal domicile thereof shall be the city of New Orleans, in the parish of Orleans, and the State of Louisiana.

ARTICLE II.

The object and purpose for which this corporation is established are declared to be the constructing, maintaining and operating of a city railroad for carrying passengers from and through the city of New Orleans to or through the city of Carrollton, and vice versa, and for that purpose to acquire by purchase from the present owners thereof the rights, titles, interests, privileges, franchises, property, real and personal, live and rolling stock, effects and claims whatsoever of the Magazine Street Railroad Company of Jefferson City, including the privileges granted to said owners by ordinance No. 1861, Administration series, adopted April 24, 1873, by the Board of Administrators of the city of New Orleans, and to have, possess, enjoy and exercise such other incidents, powers and privileges as are now or may hereafter be conferred upon said corporation by general or special laws of the State of Louisiana, or ordinances of the city of New Orleans or Carrollton; and to own, use, dispose of, and even alienate said property if they deem proper to do so.

Provided, however, that the purchase price to be paid to the said owners of the Magazine Street Railroad Company of Jefferson City shall not exceed the sum of one hundred and ten thousand dollars.

ARTICLE III.

The President of the company shall be the proper officer upon whom citations and all other legal process of notice may be served.

ARTICLE IV.

The corporate powers of this company shall be vested in a Board of Directors, composed of seven stockholders.

No person shall be eligible to or hold the office of director unless he shall own, at the time of his election and during his term of office, at least fifteen shares of the capital stock of the company.

No two members of the same firm shall at the same time hold seats in the board; nor the owning by any firm of the requisite number of at least fifteen shares shall render any one member thereof eligible to a seat in the board.

ARTICLE V.

The capital stock of this company is hereby fixed for the present at one hundred and ten thousand dollars, represented by twenty-two hundred shares of fifty dollars each, all fully paid, which, in conformity with the previous agreement between the parties hereto, is distributed as follows:

	Shares.	
George Merz	200	$10,000
Christian Schopp	20	1,000
Jacob Haffner	20	1,000
Valentin Reith	20	1,000
George Weiss	20	1,000
Christophe Hoppe	20	1,000
George Merz, Jr.	20	1,000
Total	2200	$110,000

And it is contemplated and agreed that for the purpose of extending said road through the city of Carrollton, books of subscription shall be opened to increase said capital by adding thereto one hundred and fifty thousand dollars, divided into three thousand shares of fifty dollars each, which shall be paid up by the subscribers in such installments, manner, terms and conditions as the Board of Directors shall determine by resolution. And as soon as the same shall have been subscribed and the right of way in Carrollton shall have been obtained, the capital of said company shall be actually and definitively increased to the aide said additional sum, thereby making the total capital of said company two hundred and sixty thousand dollars, divided into five thousand two hundred shares of fifty dollars each.

The Board of Directors shall have power to establish rules and bylaws, according to which any share or shares upon which any installment shall remain overdue thirty days shall be either forfeited to the company or sold for account of the delinquent. No certificate of stock shall be issued until the full amount thereof is paid, and all transfers shall be made according to the rules and bylaws to be established by the Board of Directors.

ARTICLE VI.

The Board of Directors shall be composed of the seven above named stockholders, who shall immediately enter upon the exercise of their powers and duties, and continue in office till their successors are elected.

ARTICLE VII.

On the first Monday in May, 1874, and annually thereafter, there shall be an election of the seven directors by the stockholders; such elections shall be held at the office of the company, and notice thereof shall be given by publication in at least two daily newspapers, published in the city of New Orleans, for not less than ten days previous thereto.

At all elections or general meetings of the stockholders each stockholder shall be entitled to one vote for every share of stock owned by him, and to cast the said vote in person or by proxy; and, except when otherwise required by law, a majority of the votes cast shall decide all elections or questions.

In elections, the vote shall be by ballot, and under the superintence of two stockholders appointed by the board, or if the persons thus appointed should refuse or fail to attend, the President shall appoint others in their stead, or if the President is absent or omits to make the appointment, it may be made by a majority of the stockholders present at the opening.

If from any cause an election should fail on the day appointed, the President shall forthwith call another meeting at ten days' notice, as above provided, for the purpose of effecting said election, and continue to do so until a valid election of a majority of the number of directors shall be had. Such majority, when elected, shall meet on the first Monday following their election, and proceed to fill up their number by election, as provided for in the next article in case of vacancy, and to organize by the election of a President.

ARTICLE VIII.

The Board of Directors shall meet on the next Monday following their election, and at their first meeting shall elect a President from one of their number, who shall be also President of said company. In case of the absence, direct interest in a question, or other inability of the President to act, the Board shall elect a President pro tempore, who shall exercise all the powers and fulfill all the duties of the President until the latter shall resume his functions or be replaced. A majority of the members of the Board, counting the President or President pro tempore as one, shall constitute a quorum, and the vote of a majority of such quorum shall constitute a valid corporate act.

They shall have power to fill by election any vacancy that may occur in their number in the interval between regular elections; they shall elect all officers, define their duties, fix their salaries and the amount of their bonds, enact such by-laws, regulations, rules and ordinances as they may deem necessary for the good government and welfare and support of the corporation, and of its affairs and property, and may delegate to the President, or to committees of their own body, or to officers, agents or attorneys in or out of the State, such powers as they may deem expedient and not inconsistent with the corporate powers of the company; all officers, employes or servants of the company shall be removable at will, except the President. Each Board of Directors shall hold over until their successors are duly elected and organized.

ARTICLE IX.

No stockholder in this corporation shall ever be held liable or responsible for the contracts or faults of the company in any further sum than the unpaid balance due to the company or the shares owned by him, nor shall any mere informality in the organization have the effect of rendering this charter null, or of exposing a stockholder to any liability beyond the amount of his stock.

ARTICLE X.

This corporation shall go into operation immediately, and this charter shall endure and continue for the term of twenty-five years from this date; but said charter may be amended, modified or dissolved by the consent of the holders of three-fourths of the stock represented at a general meeting convened for that purpose. Such meeting may be called by a vote of five members of the Board of Directors, or at the request, in writing, of stockholders holding one-third of the number of shares issued and outstanding. Thirty days previous notice, by publication in at least two daily newspapers published in this city, shall be given of such meeting, and the general object thereof, whether to amend or to dissolve, shall be stated in such notice.

The votes of the stockholders for or against any proposition to amend or dissolve shall be recorded in writing, and the lists for recording such votes shall be closed in at least ten days after the day appointed for the general meeting. Should three-fourths in amount of the whole number of shares vote for any proposed measure the lists may immediately be closed.

ARTICLE XI.

The liquidation of the affairs of the corporation, whether dissolved by limitation or by a vote of the stockholders, shall be made by three commissioners elected by the stockholders from among their own members. If the liquidation takes place by limitation of the charter, said commissioners shall be elected on the day fixed for the last election of directors, and if it takes place in consequence of a vote of the stockholders, then they shall be elected at a meeting called within five days after the closing of the vote, and after due publication of ten days' notice in at least two daily newspapers published in New Orleans.

Before election the compensation of said commissioners shall be fixed and the terms and mode of liquidation shall be determined at the meeting at which they are elected by a majority of the stock present or represented. The general meeting may authorize the commissioners to sell the property and franchises of the company in block.

This done and passed in my office, at the said city of New Orleans, in the presence of Martin L. Ainsworth and Theodore Hermann Kock, witnesses of lawful age, and domiciliated in this city, who hereunto sign their names, together with the parties and me, the said notary, on this sixth day of the month of May, in the year of our Lord one thousand eight hundred and seventy-three.

Original signed: George Merz, George Weiss, Valentin Reith, Jacob Haffner, George Merz, Jr., Christian Schopp, Christoph Hoppe, M. L. Ainsworth, T. H. Kock.

P. CHARLES CUVELLIER, Notary Public.

I, the undersigned, deputy recorder of mortgages for the parish and city of New Orleans, State of Louisiana, do hereby certify that the written act of incorporation was this day duly recorded in this office according to law, in B. S. 9, folios 132, 133, 134 and 135.

New Orleans, May 7, 1873.

C. DARCANTEL, Deputy Recorder.

A true copy:
P. CHARLES CUVELLIER, Notary Public.
my11 Su & W 1m

BUSINESS CARDS.

WILLIAM CLARKE,
COMMERCIAL COLLECTOR
And General Agent for the Collection of Rents and Soldiers' Bounties.
Now due at Washington, District of Columbia,
No. 54 Exchange Alley,
Between Customhouse and Bienville streets,
NEW ORLEANS.
Office hours—From ten to three and from six to seven o'clock. my4 1m

MOSS.....MOSS
MACHINE PICKED AND COUNTRY MOSS.
Cash paid for Country Moss.
J. M. FERGUSON,
Factory No. 93 Peters street, above Canal.
mh4 1y

P. A. MURRAY,
CISTERN MAKER,
No. 191 Magazine street, between Julia and St. Joseph streets.
(DIPLOMAS AWARDED IN 1872 AND 1873)
Cisterns made to order and repaired. All work warranted. A lot of cisterns, from 1000 to 20,000 gallons, made of the best material and workmanship, kept constantly on hand and for sale at prices to suit the times. Orders promptly attended to. mh4 1y

FORSTALL & DELAVIGNE.
OCTAVE FORSTALL, ALFRED DELAVIGNE
No. 64 Magazine street, New Orleans,
Dealers in LIME, CEMENT, PLASTER OF PARIS, FIRE BRICKS, KETTLE TILES, FERTILIZERS, PAINTS, OILS, BRUSHES, NAVAL STORES, etc.
Sub agents for Blood Fertilizer Manufacturing Company.

THE UNDERSIGNED HAVE THIS DAY entered into a copartnership under the style of FORSTALL & DELAVIGNE, and will continue the same business at No. 64 Magazine street heretofore carried on by Octave Forstall, who will personally attend to the settlement of the affairs of the old firm.
OCTAVE FORSTALL,
ALFRED DELAVIGNE.
New Orleans, April 1, 1873. ap7 2m

TOBACCO AND CIGARS.

PERIQUE TOBACCO.
Agency of the celebrated Grand Point parish or St. James, Louisiana
PERIQUE TOBACCO.
Has constantly on hand a large stock, for sale in lots to suit.
E. BOURGEOIS,
ap29 1m No. 19 Conti street.

HAVANA CIGARS AND CIGARETTES.
Domestic CIGARS and CIGARETTES, and a full assortment of Chewing and Smoking TOBACCO constantly on hand and for sale by
ED. L. ZELL & CO.,
Corner Canal and Carondelet streets,
New Orleans, Louisiana.
Goods sold fully warranted. mh12 1y

INSURANCE.

TEUTONIA INSURANCE COMPANY.
No. 111 Gravier Street.
Insures against
Fire, Marine and River Risks.
At the Lowest Tariff Rates.
A. RIMER BADER, President.
CHAS. ENGSTFELD, Vice President.
GEORGE STROMEYER, Secretary.

First Fiscal Year.

Premiums received	$137,126 7
Fire, marine and river losses paid	$84,547 69
Reinsurances, rebates, expenses etc.	49,352 85—134,091