

same. Their successors, however, have operated the corporation, and it is possible, fulfill its requirements as far as possible, with the means evolved from time to time therefrom, in order to obtain from the State the compensation and emolument due to the charter. In some cases, their successors have since kept alive and carried on the operation of the company, without fulfilling the requirements of the charter, but expending a sum of money in the process, in order to realize the enormous gains resulting from the fraud and burden of the original contract. It will be seen by the statement annexed, that the company has built to about 5,700,000 cubic yards of levees, costing them about \$1,950,000, and for which they have received from the State the sum of \$1,950,450, and further claim a balance of \$1,700,638.85. This statement in itself carries the strongest reason for a prompt modification of the present administration of the levee interest of the State.

The company availing themselves of their interpretation of a letter elicited by them from Mr. A. P. Field, Attorney General, of the tenth October, 1874, build or attempt to build annually levees to the amount of the collections of the State levee tax which may be furnished them at the rate fixed by law formerly sixty, and now fifty cents per yard, while the statement rendered, averages no more than thirty-four and one-half cents per yard; under this construction and operation of the act, the company built only to the amount of the State levee tax actually received, each yard built costing them on an average thirty-five cents per yard. This alone, calls for the attention of the committee to the fact that the contract were the money paid to the State applied directly to the building of the levees by contract without paying the company nearly fifty per cent of the amount of the State levee tax, the amount of levee work done with the same sum, as is now performed with the money when paid to the Levee Company.

The extravagance made apparent by the showing heretofore made, is not the only inordinate expenditure entailed by the existence of the company; over and above the levee tax the State pays annually out of the general fund for the maintenance of the levees the enormous sum of about \$400,000. Even did the building of the levees by the Levee Company, not practically cost a gratuity by the amount of the State levee tax of at least fifteen cents for cubic yard and the burden of paying so many accounts for engineers' services, the system is none the less in the opinion of the committee, an inalienable benefit to the State in accomplishing the protection necessary and seemingly intended to be afforded by the original act under which the company was organized. The committee is wholly unable to protect the alluvial region as it first proposed to do.

The Levee Company does not even pretend to be able to give that protection to the alluvial lands which the State may require to save them from the disastrous consequences resulting from overflow. The history of the past few years is so full of evidence of the destruction caused by the floods as to require no amplification at the hands of your committee. Even the most casual review of the general condition of the lands and properties in the region comprised within the levee system during the years 1871, 1872, 1873, 1874 and 1875 leads to the conclusion that where during any of said years there has been an overflow, the result has not been a general practical benefit from the operations of the Levee Company.

The Levee Company may possibly show that it has complied with the requirements of the original act, but it cannot show that it has complied with the purposes of the original enactments, nor in any manner compensating for the value of the payments made to the company. Besides the utter impotency of the system in building levees, it has proven valueless for the purpose of repair. Your committee has been able to elicit no evidence, either directly or indirectly, showing the inauguration by the company of that general system of repairs required to keep up the levees, as proposed in the original enactment.

Your committee have therefore been forced to the conclusion that the levee system, as represented by the Levee Company, is onerous, extravagant, inefficient and ruinous, affording no means of repair, and is a burden to the State, and the repairs necessary to keep up the levees already in existence, and calling, therefore, for prompt legislative action.

It is to be inquired into the wisest means of repair, and to give all the protection to the alluvial lands possible in the present disturbed condition of the finances of the State and compatible with a proper distribution of the tax, and to express their opinion as to any supposed legal obstacle resulting from the seeming contract with the Levee Company.

In the opinion of your committee neither the original act, nor subsequent enactments partake of the contractual character required to fix upon the State a legal obligation to make use of the superfluous machinery of the Levee Company, and the repairs necessary to keep up the levees already in existence, and calling, therefore, for prompt legislative action.

As the original act only required the building by the Levee Company of the levees under the direction of the commission of engineers, it would be proper to designate further work to be done by the Levee Company.

Even were this conclusion incorrect, your committee is of the opinion that the State is not bound to determine the work which may be deemed best for the future, because of the failure of the Levee Company to carry out the burden imposed by the law under which it holds its charter.

Your committee consider that the State, even were it formerly bound in law or equity by the original or subsequent enactments, is relieved of any obligation to abstain from rescinding the same.

The matters in which, in the opinion of your committee, the company has omitted its legal obligation to perform, besides its general neglect of fulfilling the protection pointed out by law, are specifically as follows: First—By the failure of the Levee Company to comply with the requirements of building the 3,000,000 cubic yards per annum as required by paragraph four of acts Nos. 29 and 28, of February 1871; notwithstanding the company alleged that the amount of money actually received from the State \$1,950,450, and, therefore, if they were paid the amount which they claim, it would enable them to make as a profit the sum of between \$1,000,000 and \$1,200,000 since the State is not bound to make any such payment.

The company state that they at present owe about \$550,000 floating debt, besides \$200,000 of the company's bonds, as to which latter, however, the State is under no obligation. Though paragraph eight, section two contains no provision for the issue of certain bonds, none were issued in pursuance of its provisions. The total uncollected levee taxes for the year 1874, inclusive, amounts to \$1,729,155.85. Were some means devised or commission appointed for the purpose, a settlement might be made with the Levee Company upon the basis of substantial justice and equity, keeping in view that it is not admitted that the State is altogether bound in law or equity for the amount claimed by the company.

And in the abrogating of the enactments made in favor of the Levee Company, with a due regard to the fact that the interests of the people of certain alluvial sections require that the present operations of the Levee Company in constructing the levees now under contract, and their arrangements therefor, terminating with their present business or at the first of October, 1875, should not be unnecessarily embarrassed; that a substitution of some more economical and efficient system be adopted, relieving thereby the tax payer of the burden of the present enormous levee tax, such being the recommendations of your committee. All of which is respectfully submitted.

LOTTERIES. DRAWING OF THE LOUISIANA STATE LOTTERY FOR FEBRUARY 17, 1875. CLASS 40. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

INSURANCE. LAFAYETTE FIRE INSURANCE COMPANY OF NEW ORLEANS. SIXTH ANNUAL STATEMENT, 1875. In conformity with the requirements of its charter, the company publish the following statement of its business for the year ending December 31, 1875.

Table with 2 columns: Description and Amount. Includes items like Premiums reserved, Rebat, Returned premiums, and Total.

Table with 2 columns: Description and Amount. Includes items like Stock notes, Cash, Loans on mortgages, and Total.

The above is a true and correct transcript from the books of the company. KASPAR AUCH, President. ROBERT JACKSON, Vice President. LOUIS MATHIS, Secretary.

NEW ORLEANS INSURANCE COMPANY. CORNER OF CANAL AND CAMP STREETS. Established in 1805. Assets: \$500,000.00. Capital: \$250,000.00. Income for the year 1875: \$204,039.94.

EIGHTEENTH ANNUAL STATEMENT OF THE HOPE INSURANCE COMPANY OF NEW ORLEANS. Office No. 125 Common street. In conformity with the requirements of its charter, the Company publish the following statement:

Table with 2 columns: Description and Amount. Includes items like Premiums received, Fire risks, Marine, River, and Total.

Table with 2 columns: Description and Amount. Includes items like Reserves for uncollected taxes, Cash dividend, and Total.

At a meeting of the Board of Directors, held this day, it was resolved that a cash dividend of \$25 PER CENT be hereby declared on the capital stock of this company, out of the net earnings on December 31, 1875, payable on demand, to the stockholders or their legal representatives.

NO SCALING. NO POSTPONEMENT. ALL PRIZES PAID IN FULL! SPLENDID SCHEME FOR THE LOUISIANA STATE LOTTERY COMPANY.

A FORTUNE. THE LOUISIANA STATE LOTTERY COMPANY. WILL GIVE AT NEW ORLEANS, LOUISIANA, ON SATURDAY, APRIL 29, 1876, A GRAND GOLDEN DRAWING.

Capital Prize \$100,000! ONE PRIZE TO EVERY SIX TICKETS. 3590 PRIZES. IN ALL AMOUNTING IN THE AGGREGATE TO OVER HALF A MILLION IN GOLD!

GRAND PROMENADE CONCERT, CONTAINING A MAP OF THE CITY AND STREET DIRECTORY. LOOK AT THE SCHEME!

20,000 Tickets at \$50 Each. LIST OF PRIZES: 1 Capital Prize, \$100,000. 50,000 Prizes at \$500. 100,000 Prizes at \$100. 1,000 Prizes at \$50. 10,000 Prizes at \$25. 100,000 Prizes at \$10. 1,000,000 Prizes at \$5. 10,000,000 Prizes at \$1.

APPROXIMATION PRIZES: 100 Approximation Prizes at \$200.00. 1000 Approximation Prizes at \$100.00. 10000 Approximation Prizes at \$25.00. TOTAL: 3590 Prizes in All, AMOUNTING TO \$502,500 IN GOLD!

LOUISIANA STATE LOTTERY COMPANY. Address Lock Box No. 692, New Orleans. REMIT BY POSTOFFICE, MONEY ORDER, REGISTERED LETTER, DRAFT, OR BY EXPRESS. OBSERVE AND RECOLLECT That in the Grand Golden Drawing of April 29, 1876, ALL THE TICKETS ARE PAID IN FULL.

LOUISIANA STATE LOTTERY COMPANY. AGENTS WANTED IN EVERY STATE, COUNTY, CITY AND TOWN THROUGHOUT THE UNION. UNEXCEPTIONAL GUARANTEES REQUIRED.

LOUISIANA STATE LOTTERY COMPANY. ALL TIPS UNANSWERED MEAN A NEGATIVE REPLY. \$41 7/8

MISCELLANEOUS. P. A. MURRAY. CISTERN MAKER. 191 Magazine street, No. 191. Between Julia and St. Joseph streets.

CELEBRATED GOLD PENS. THE FINEST AND BEST. CIRCULAR: To those engaged in mercantile pursuits, a new invention that will facilitate their labor in a highly worthy manner, and of extensive patronage.

BUSINESS CHANGES. NOTICE: MR. ARMAND DELMAS having severed his connection with the commercial firm of L'HOT & CO. of this city, on the thirty-first of December, 1874, the business will be continued, as heretofore, by the undersigned, under the firm of L'HOT & CO.

SHERIFF'S SALES. FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 655. By virtue of a writ of fieri facias against Clementine Dolac, Francoise Tarnau, and Marie Dolac, wife of P. Maumus, in solidum, to me directed by the honorable the Superior 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, March 13, 1875, at twelve o'clock M., the following described property:

JOHN BOIS, FURNITURE DEALER. No. 152 Canal street. Sells furniture at very low prices. Packs, repairs, upholsters and varnishes furniture in the best manner.

174 CANAL ST. OPPOSITE CHRIST CHURCH. BACCHUS & SONS. PIANOS, ORGANS & MUSIC. ELEGANT ROSEWOOD \$450 PIANOS. FOR \$275!

FRANCIS ADOLPHE D'AGUIA vs. FRANCIS LACROIX. FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 706. By virtue of a writ of fieri facias against Francis Lacroix, in solidum, to me directed by the honorable the Superior 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 TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

SIXTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 823. By virtue of a writ of fieri facias against Robert E. Diamond and John A. Diamond, 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 Customhouse streets, in the Second District of this city, on TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

ADOLPHE NICKMAN vs. ROBERT E. DIAMOND. FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 823. By virtue of a writ of fieri facias against Robert E. Diamond and John A. Diamond, 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 Customhouse streets, in the Second District of this city, on TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

CHARLES LANGE vs. JOHN BACCEL. SIXTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 823. By virtue of a writ of fieri facias against John Baccel, 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 TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

AUCTION SALES. ONE HUNDRED AND FIFTY SHARES HIBERNIA NATIONAL BANK STOCK. SUCCESSION OF THE LATE PHILIP RICE, JR. Second District Court for the Parish of Orleans, No. 3747.

BY C. E. GIRARDEY, AUCTIONEER. No. 125 Canal street, SATURDAY, February 13, 1875. One hundred and fifty shares of the Capital Stock of the Hibernia National Bank of New Orleans in quantities to suit purchasers. Terms—Cash before transfer. Feb 13 1875

BY FLACIDE J. SPOER. SUCCESSION OF JOHN C. COLBERTSON. Second District Court for the Parish of Orleans, No. 3748.

BY FLACIDE J. SPOER, AUCTIONEER. Office No. 46 Exchange Alley, TUESDAY, March 16, 1875. One hundred and fifty shares of the Capital Stock of the Hibernia National Bank of New Orleans in quantities to suit purchasers. Terms—Cash before transfer. Feb 13 1875

NOTICE. MR. ARMAND DELMAS having severed his connection with the commercial firm of L'HOT & CO. of this city, on the thirty-first of December, 1874, the business will be continued, as heretofore, by the undersigned, under the firm of L'HOT & CO.

SHERIFF'S SALES. FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 655. By virtue of a writ of fieri facias against Clementine Dolac, Francoise Tarnau, and Marie Dolac, wife of P. Maumus, in solidum, to me directed by the honorable the Superior 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, March 13, 1875, at twelve o'clock M., the following described property:

JOHN BOIS, FURNITURE DEALER. No. 152 Canal street. Sells furniture at very low prices. Packs, repairs, upholsters and varnishes furniture in the best manner.

FRANCIS ADOLPHE D'AGUIA vs. FRANCIS LACROIX. FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 706. By virtue of a writ of fieri facias against Francis Lacroix, in solidum, to me directed by the honorable the Superior 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 TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

SIXTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 823. By virtue of a writ of fieri facias against Robert E. Diamond and John A. Diamond, 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 Customhouse streets, in the Second District of this city, on TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

ADOLPHE NICKMAN vs. ROBERT E. DIAMOND. FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 823. By virtue of a writ of fieri facias against Robert E. Diamond and John A. Diamond, 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 Customhouse streets, in the Second District of this city, on TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

CHARLES LANGE vs. JOHN BACCEL. SIXTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 823. By virtue of a writ of fieri facias against John Baccel, 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 TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

ADOLPHE NICKMAN vs. ROBERT E. DIAMOND. FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 823. By virtue of a writ of fieri facias against Robert E. Diamond and John A. Diamond, 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 Customhouse streets, in the Second District of this city, on TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

SHERIFF'S SALES. Catherine Jane Filmore, wife of Benjamin J. Hunter, et al. vs. Benjamin J. Filmore. FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 823. By virtue of a writ of fieri facias against Benjamin J. Filmore, 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 Customhouse streets, in the Second District of this city, on MONDAY, February 23, 1875, at twelve o'clock M., the following described property:

BY C. E. GIRARDEY, AUCTIONEER. No. 125 Canal street, SATURDAY, February 13, 1875. One hundred and fifty shares of the Capital Stock of the Hibernia National Bank of New Orleans in quantities to suit purchasers. Terms—Cash before transfer. Feb 13 1875

BY FLACIDE J. SPOER. SUCCESSION OF JOHN C. COLBERTSON. Second District Court for the Parish of Orleans, No. 3748.

BY FLACIDE J. SPOER, AUCTIONEER. Office No. 46 Exchange Alley, TUESDAY, March 16, 1875. One hundred and fifty shares of the Capital Stock of the Hibernia National Bank of New Orleans in quantities to suit purchasers. Terms—Cash before transfer. Feb 13 1875

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FRANCIS ADOLPHE D'AGUIA vs. FRANCIS LACROIX. FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 706. By virtue of a writ of fieri facias against Francis Lacroix, in solidum, to me directed by the honorable the Superior 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 TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

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CHARLES LANGE vs. JOHN BACCEL. SIXTH DISTRICT COURT FOR THE PARISH OF ORLEANS. No. 823. By virtue of a writ of fieri facias against John Baccel, 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 TUESDAY, March 16, 1875, at twelve o'clock M., the following described property:

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