AUCTION SALES.

By C. E. Girardey.

CHOICE COMMERCIAL PROPERTY.

WELL KNOWN AND PROSPEROUS BUSINESS STANDS IN THE FIRST AND SECOND DISTRICTS.

THE CHARM COFFEEHOUSE, OPPOSITE THE POSTOFFICE AND CUSTOMHOUSE.

THE POPULAR COFFEEHOUSE AND GROCERY, CORNER OF CAMP AND GIROD STREETS.

THE "EXTRA" COFFEEHOUSE, NO. 113 ST. CHARLES, NEAR THE CORNER OF POYDRAS STREET.

THE THREE THREE-STORY BRICK STORES, NOS. 278, 280 AND 282 JULIA STREET, FRONTING THE NEW CANAL BASIN AND FORMING THE SOUTHEAST CORNER OF JULIA AND BASIN STREETS.

SUCCESSION OF PATRICK HALPIN.

Second District Court for the Parish of Orleans—No. 37,065.

BY C. E. GIRARDEY, AUCTIONEER—Office No. 31 Camp street.—SATURDAY, July 1, 1876, at twelve o'clock M., at the St. Charles Auction Exchange, in the rotunda of the St. Charles Hotel, in this city, will positively be sold by and in pursuance of an order from the Hon. A. L. Tissot, judge of the Second District Court for the parish of Orleans, dated the nineteenth of November, 1875, and a supplementary order, dated the twenty-ninth of May, 1876, rendered in the above entitled succession, the following described and very valuable city real estate, to wit:

1. A CERTAIN LOT OF GROUND, situated in the Second District of this city, and in the square bounded by Old Levee or Decatur, Dorsiere, Canal and Customhouse streets, measuring 18 feet 8 inches 7 lines front on each of Old Levee and Dorsiere streets, by a depth of 66 feet 8 inches, between parallel lines; together with all the improvements thereon, comprising the three-story brick building, designated by the No. 5 Old Levee street, and popularly known as the "Charm Coffeehouse." Its prominent and commanding location, opposite the Customhouse and facing the Postoffice and adjoining the corner of Canal street, assures this property not only constant demand but certain productiveness and permanent value. As a stand for business and investment its advantages are superior.

2. A CERTAIN LOT OF GROUND, situated in the First District of this city, and in the square bounded by Camp, Magazine, Girod and Lafayette streets. Said lot forms the corner of Camp and Girod streets, and measures 24 feet 10½ inches front on Camp street, by a depth and front on Girod street of 111 feet, between parallel lines, with the right of an alley way in the rear (in connection with other lots) ten feet wide and opening on Girod street; together with the improvements thereon, comprising one and two story brick buildings, designated by the Nos. 148 Camp street and 130 and 132 Girod street, and popularly known as the Martinez coffeehouse and grocery. Near Lafayette Square, St. Patrick's and Odd Fellows' Halls, and in the centre of one of the finest neighborhoods of the First District, assures to this property permanent value. Its excellence as a business stand is well known.

3. TWO CERTAIN LOTS OF GROUND, in the First District of this city, in the square bounded by Julia, Basin (late St. John), Girod and Rampart (late Circus) streets, measuring 32 feet front on Julia street, by 121 feet 10 inches 3 lines in depth and front on Basin street; together with all the improvements thereon, comprising the three three-story brick stores designated by the Nos. 278, 280 and 282 Julia street. No. 282 forming the corner of Julia and Basin streets, substantially built, with large capacity, and fronting the new canal, adapts them especially to the large trade of the canal.

4. ANOTHER LOT OF GROUND, situated in the First District of this city, and in the square bounded by St. Charles, Carondelet, Poydras and Lafayette streets, measuring 29 feet 8 inches 4 lines front on St. Charles street, by 104 feet 6 inches in depth, between parallel lines; together with all the improvements thereon, known as the "Extra" coffeehouse, a prominent and popular business stand, and designated by the No. 113 St. Charles street. It faces Lafayette square, is near the corner of St. Charles and Poydras streets, and adjoining the elegant residence of the late L. Lalande.

5. THE OLD STABLE PROPERTY, well known as the late Dr. Halpin's veterinary stand, designated by the No. 123 St. Joseph street. The lot or portion of ground is situated in the First District of this city, and in the square bounded by St. Joseph, Julia, Magazine and Poucher streets, and measures 42 feet 7 inches 4 lines front on St. Joseph street, by 170 feet 5 inches 6 lines in depth, between parallel lines; together with all the buildings and improvements thereon, known as Halpin's stables, etc.

6. THE THREE STORY BRICK STORE, Coffeehouse and dwelling, former y the northeast corner of Magazine and Girod streets, designated by the No. 132 Magazine street, in the First District of this city, and in the square bounded by Magazine, Poucher or Constance, Girod and Lafayette streets. The lot is designated by the No. 7 on plan annexed to an act passed before W. Christy, formerly a notary public in this city, on the ninetenth of February, 1850. Said lot of ground measures 19 feet 10 inches 4 lines front on Magazine street, by a depth and front on Girod street of 64 feet.

7. TWO CERTAIN LOTS OF GROUND, situated in the First District of this city, and in the square bounded by Rampart, Franklin, Clio and Calliope streets, designated by the Nos. 5 and 6. Lot No. 5 measures 32 feet front on Clio street, by 124 feet 5 inches in depth, and is improved with a two story frame house, etc. Lot No. 6 adjoins it in the rear, and measures 32 feet front on Franklin street, by 49 feet 5 lines in depth, improved with a frame shed.

8. THAT VALUABLE PROPERTY, situated in the First District of this city, and in the square bounded by Delord or Triton walk, Dryades, Julia and Rampart streets. It comprises two lots, and forms the northwest corner of Dryades and Delord, late Triton walk, streets, and measures 50 feet front on Delord street, 165 feet depth and front on Dryades street, about 104 feet on the other side line and 50 feet width in the rear, which fronts on an alley 6 feet wide, common to said lots and the adjoining property.

Terms—One third cash, and the balance at one and two years' credit, for notes specially secured by mortgages and vendor's lien, bearing all the usual clauses of eight per cent per annum interest from the day of sale until final payment, five per cent attorney's fees in event of suit to enforce payment; improvements to be kept insured, and the policy transferred to the holders of the notes until their final payment and to assume the payment of all the taxes of 1875, payable in 1876, over and above the price of adjudication.

Acts of sale at the purchasers' expense, before A. E. Bienvenu, notary public.

my28 30 je3 10 17 24 30 jy1

CHOICE PRYTANIA STREET PROPERTY.

SUCCESSION OF MARGARET S. UMHAUER.

Second District Court for the Parish of Orleans—No. 36,776.

BY C. E. GIRARDEY, AUCTIONEER—Office No. 31 Camp street.—SATURDAY, July 29, 1876, at twelve o'clock M., at the St. Charles Auction Exchange, in the rotunda of the St. Charles Hotel, in this city, will be sold by and in pursuance of an order from the Hon. A. L. Tissot, judge of the Second District Court for the parish of Orleans, dated the twenty-second of June, 1876, and rendered in the above entitled succession, the following described property, to wit—

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, rights, ways, privileges and appurtenances thereunto belonging, or in any wise appertaining, situated in the First District of this city, in the square bounded by Prytania, Euterpe, St. Charles and Polymnia streets, being parts of lots Nos. 1 and 2, and measuring, in Prytania measure, 60 feet front on Prytania street, by 65 feet in depth.

Terms—One-half cash, balance at one year's credit, for notes specially secured by mortgage and vendor's lien on the property sold, bearing all the usual clauses of eight per cent per annum interest, from the day of sale until final payment; five per cent attorney's fees, in event of suit to enforce payment; the improvements to be kept insured by the purchaser, and to transfer policy to the holder of the notes, and assume the taxes for 1876, payable in 1877, over and above the price of adjudication.

Act of sale at the expense of the purchaser, before J. G. Eustis, Esq., notary public.

je24 jy1 8 15 22 24 29

ASSIGNEE'S SALE.

VALUABLE WAREHOUSE PROPERTY IN THE CITY OF SHREVEPORT, PARISH OF CADDO, LOUISIANA.

G. M. BAYLY & POND, ET ALS. VS. C. McCARTHY.

United States District Court for the District of Louisiana—In bankruptcy, No. 1425.

BY C. E. GIRARDEY, AUCTIONEER—Office No. 31 Camp street.—SATURDAY, July 1, 1876, at twelve o'clock M., at the St. Charles Auction Exchange, in the rotunda of the St. Charles Hotel, in the city of New Orleans, will be sold, by and in pursuance of an order from the Hon. E. C. Billings, judge of the United States District Court, for the district of Louisiana, sitting in bankruptcy, dated June 3, 1876, and rendered in the above entitled matter, the following described property, to wit—

TWO CERTAIN LOTS OF GROUND, designated by the Nos. 3 and 4, situated in the block or square No. 60, in the city of Shreveport, parish of Caddo, State of Louisiana, together with all the buildings and improvements thereon and thereunto belonging, or in any wise appertaining, and at present occupied and leased to Messrs. Gregg & Fort, conditions of which lease will be read at sale.

Terms—Cash; the purchaser to assume the payment of the taxes due and payable in 1876, and up to the day of sale, over and above the price of adjudication.

Act of sale before James Fahey, notary public, at the expense of the purchaser. jel1 13 17 24 jy1

AUCTION SALES.

By Hoey & O'Connor.

CHOICE STORE PROPERTY NEAR CANAL STREET, NO. 18 EXCHANGE PLACE.

DOUBLE TENEMENT NOS. 145 AND 147 GASQUET STREET, AND IMPROVED AND VACANT LOTS ON CANAL, CUSTOMHOUSE AND PALMYRA STREETS.

SUCCESSION OF FRANK OBERHEUSER.

Second District Court for the Parish of Orleans—No. 38,612.

BY HOEY & O'CONNOR—NICHOLAS J. Hoey, Auctioneer—Office No. 25 Commercial place.—SATURDAY, July 8, 1876, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, by virtue of an order of the honorable the Second District Court for the parish of Orleans, dated April 21, 1876, will be sold by public auction, in the above entitled matter, the following valuable property, to wit—

1. THE THREE-STORY BRICK STORE, NO. 18 Exchange alley, in the Second District of this city, in the square bounded by Canal, Customhouse, Chartres and Exchange alley; the lot is designated by the letter B, and measures 21 feet 2 inches front on Exchange alley, 21 feet 6 inches 3 lines in width in the rear, by 62 feet 11 inches in depth.

2. THE DOUBLE TENEMENT TWO-STORY FRAME RESIDENCE, Nos. 145 and 147 Gasquet street, in the First District of this city, in the square bounded by Gasquet, Canal, Derbigny and Roman streets, and measures 40 feet 6 inches front on Gasquet street, by a depth of 109 feet 10 inches 3 lines, between parallel lines, which ground is formed of the whole of lot No. 25, and the half of the adjoining lot, No. 24.

3. TWO LOTS OR PORTIONS OF GROUND, in the Second District of this city, in the square bounded by Canal, Customhouse, Broad and White streets, described as follows, to wit: Lot No. 27 measures 30 feet front on Canal street, by 156 feet 8 inches in depth, between parallel lines; and lot No. 7 measures 30 feet front on Customhouse street, by 156 feet 8 inches in depth, between parallel lines.

4. A LOT OF GROUND, in the First District, in the square bounded by Palmyra, Banks, Tonti and Rocheblave streets, designated by the No. 2 and measuring 27 feet 1 inch front on Palmyra street, by 100 feet 2 inches 2½ lines in depth.

Terms of Sale—One-third cash, and the remainder at one and two years' credit, in notes of the purchasers bearing interest of eight per cent per annum from date of sale until final payment, with special clause of five per cent attorney's fees in event of suit to enforce payment. Improvements to be kept fully insured and policies transferred to the holder of the notes; the whole to be secured by special mortgage and vendor's lien on the property sold, a aid purchaser to assume payment of all taxes due and exigible in 1877.

Acts of sales at the expense of the purchasers before William J. Castell, Esq., notary public.

je6 17 24 jy1 8

LOT OF GROUND ON DRYADES STREET, NEAR POYDRAS MARKET.

SUCCESSION OF JAMES WARD.

Second District Court for the Parish of Orleans—No. 38,685.

BY HOEY & O'CONNOR—NICHOLAS J. Hoey, Auctioneer—Office No. 25 Commercial place.—SATURDAY, July 15, 1876, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, on Royal street, between Canal and Customhouse streets, by virtue of an order of the honorable the Second District Court for the parish of Orleans, dated June 5, 1876, will be sold at public auction, the following described property, to wit—

A CERTAIN LOT OF GROUND, with all the buildings and improvements thereon, situated in the First District of this city, in the square bounded by Dryades, Rampart, Poydras and Perdido streets, measuring 31 feet 11 inches 5 lines front on Dryades street, by 95 feet 11 inches 5 lines in depth, between parallel lines, and being part of the lot of ground designated by the No. 3, on a plan drawn by Joseph Pilie, surveyor, under date of December 15, 1820.

Terms of Sale—Cash, and purchaser to assume payment of all taxes due and exigible in 1877.

Act of sale, at the expense of the purchaser before Andrew Hero, Jr., notary public.

je714 2 4 jy1 8 15

By George Pearson.

SALE OF WAREHOUSED AND UNCLAIMED GOODS.

UNITED STATES CUSTOMHOUSE, Collector's Office, New Orleans, June 15, 1876.

BY GEORGE PEARSON, AUCTIONEER.—The following described goods, having remained in warehouse over three years, or unclaimed over one year, will be sold at public auction, in accordance with the regulations of the Treasury Department, at Warehouse No. 1, Customhouse, building, on FRIDAY, July 7, 1876, at 10:30 A. M.—

UNCLAIMED OVER ONE YEAR.						WAREHOUSED OVER THREE YEARS.					CONSIGNEES.
DATE.	VESSEL.	MASTER.	FROM.	MARKS AND NUMBERS.	MERCHANDISE.						
Sept. 21, 1874	Jennie Woods.	Pizzati.	Utilla.	F L, N Y.	1 Trunk, containing 2900 Cigars	April 5, 1873.	Pasqualino.	Cacesse.	Marseilles.	W K.	Francisco de Leon.
Jan. 11, 1875	Oberon.	Hawway.	Liverpool.	D. A Given.	2 packages iron Wire, 991 pounds	April 7, 1873.	Minnesota.	Hamlin.	Liverpool.	G S O in diamond	D. A Given & son.
May 11, 1875	Carmela.	Lubiano.	Marseilles.	J. M. Ory.	1 octave Sherry Wine, 29 gallons	April 7, 1873.	Minnesota.	Hamlin.	Liverpool.	G B, B, 19, 20, 20	Blanchin & Giraud
										3 cases Champagne, quarter	Greenwood & co.
											Gustave Boerl.

P. F. HERWIG, je16 18 21 24 28 30 jy2 4 7 Special Deputy Collector.

By D. E. Morphy & Son.

CHOICE IMPROVED REAL ESTATE.

IN THE MATTER OF NICHOLAS YUNG, OR Young, bankrupt.

United States District Court, District of Louisiana—No. 1445.

BY D. E. MORPHY & SON—A. E. Morphy, Auctioneer.—Will be sold on SATURDAY, July 1, 1876, at twelve o'clock M., at the Merchants and Auctioneers' Exchange, Royal street, between Canal and Customhouse streets, as per order of the honorable above mentioned court, the following described improved real estate belonging to Nicholas Yunge or Young, bankrupt—

1. TWO CERTAIN LOT OF GROUND, in the First District of this city, in the square within Franklin, Gravier, Perdido and Basin streets, being the lots Nos. 97 and 99, and measuring 64 feet front on Franklin street, by 127 feet in depth, with all the improvements thereon, viz: Fronting on Franklin street a two story frame building, eight rooms, a one-story brick, two rooms, on rear line a large bakery and a two story building, four rooms, all covered with slate, two sheds, one covered with tin, the other fire proof roof, one large cistern, waterworks and gas on the premises.

2. ALL THE OPEN ACCOUNTS, as set forth in schedule.

Terms and Conditions for Real Estate—One half cash and the balance on a credit of twelve months for a note secured by the vendors' lien; five per cent attorney's fees and all other clauses. The improvements to be insured by the purchaser in a sum to be fixed by the assignee.

Act of sale before Octave Morel, notary public, at the expense of the purchaser.

Terms for Open Accounts—Cash.

my31 je10 17 24 jy1

LEGAL NOTICES.

THE STATE OF LOUISIANA.

SECOND DISTRICT COURT FOR THE PARISH OF ORLEANS.

IN THE MATTER OF THE SUCCESSION OF MARGARET UMHAUER—No. 36,776.

NOTICE IS HEREBY GIVEN TO THE CREDITORS of the succession of Mrs. Margaret Umhauer, and to those of the minors Anna Maria Umhauer, Katharina Umhauer, Constant Philip Umhauer, and Philip Peter Umhauer, children of said Mrs. Margaret Umhauer, deceased, to show cause, if any they have or can, within thirty days from the first publication of this notice, why John Buehler, agent and attorney in fact of Philip Umhauer, tutor of said above named minors, should not be allowed personally to take possession of and remove from the State of Louisiana the funds belonging to said minors, to be by him remitted to the District Court at Lorsch, in the Grand Duchy of Hesse, in Germany.

By order of the Court.

FRANK PACE, JR., Clerk.

je24 25 jy2 3 7 8 14 15 24 25

LEGAL NOTICES.

MONITION.

STATE OF LOUISIANA.

FOURTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

THE STATE OF LOUISIANA TO ALL WHOM IT may concern, greeting.

WHEREAS, MRS. MARY ANN SMITH, WIDOW of Dr. Ira Smith, of the parish of West Feliciana, in this State, has purchased at a sale made by the civil sheriff of the parish of Orleans, on the fifteenth day of February, 1861, the property hereinafter described, and has applied to the judge of this court for a monition or advertisement in conformity with sections 2370 to 2380 of act No. 96 of the General Assembly of 1870, commonly known as the Revised Statutes of 1870.

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 Fourth 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 this sale was made, or any irregularity or illegality in the appraisement or advertisement 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 the aforesaid sheriff, by virtue and in pursuance to a writ of seizure and sale, issued by the Fourth District Court of New Orleans, at the suit of John S. Wright vs. Rose Augusta McDonald, No. 14,314 of the docket of said court, at which sale the said Mrs. Mary Ann Smith, widow of Dr. Ira Smith, became the purchaser of the following described property at the price and sum of $12,600.

Description of property as contained in the judicial conveyances, recorded in the clerk's office of the Fourth District Court:

"A certain lot or portion of ground, together with all the buildings and improvements thereon, situated and forming the corner of Bienville and Rampart streets, in the square bounded by Rampart, Bienville, Customhouse and Burgundy streets, in the Second District of this city, measuring (English measure) 42 feet 8½ inches front on Rampart street, by a depth, between parallel lines and front on Bienville street, of 97 feet 7 lines, and which lot is a portion of the original lots Nos. 47 and 48, as per plan drawn by J. Tanneese, surveyor, dated July 25, 1810 and deposited in the office of M. de Armas, then a notary public of this city, and was acquired by said Wright from Ludwig Nathan Hanan, as per act passed before H. B. Genas, late a notary public in this city, on the eighth day of November, 1856."

The building and improvements comprise a two-story brick dwelling house, slate roofed, out buildings, etc.

Witness, our hands and the seal of the aforesaid court, this twenty-sixth day of June, 1876, and the one hundredth year of the independence of the United States of America.

H. J. CAMPBELL, Judge.

ED. DEBLOIS, Clerk. je27 jy4 11 18 26

THE STATE OF LOUISIANA.

FOURTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

MRS. MARIE LAMONT, WIFE, ETC., VS. DOMINIQUE DIDIEN—No. 43,858.

I HEREBY CERTIFY, THAT ON THE SEVENTEENTH day of March, 1876, judgment was rendered in this court in the following entitled suit, in the words and figures following, to wit:

Mrs. Marie Lamont, wife, etc., vs. Dominique Didieu, No. 43,858.

On motion of F. Cambray, of counsel for plaintiff, and upon producing due proof of plaintiff's demand, and the law and the evidence being in her favor, it is ordered, adjudged and decreed, that the judgment by default herein entered on December 16, 1875, against defendant, be now confirmed and made final, and accordingly, that there be judgment in favor of plaintiff, Mrs. Marie Lamont, wife of Dominique Didieu, and against defendant, her said husband, decreeing a separation of property and a dissolution of the community of acquets and gains heretofore existing between said parties, and authorizing said plaintiff to assume the administration of her separate property, and condemning said defendant, Dominique Didieu, to pay plaintiff, his said wife, the full sum of four hundred dollars, with legal interest thereon from September 16, 1862, till final payment, and costs of suit.

Judgment rendered March 17, 1876.

Judgment signed March 23, 1876.

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 twenty-fourth day of March, in the year of our Lord one thousand eight hundred and seventy-six, and the one hundredth year of the independence of the United States

je14 23 jy13 J. S. CHALON, Deputy Clerk

UNITED STATES CIRCUIT COURT.

DISTRICT OF LOUISIANA.

In Chancery—No. 7692.

NICHOLAS W. CASBY, RECEIVER, VS. THEODORICK B. Fitzhugh, George N. Fitzhugh, Henry Fitzhugh, et al.

ON MOTION OF ROUSE & GRANT, SOLICITORS for the complainant in the above entitled cause, and showing to the court that process of subpena issued herein against Henry Fitzhugh, the above named defendant, has been returned by the marshal, "defendant not found within this district," and the said defendant has not voluntarily entered his appearance to the complainant's bill filed herein.

And the court being satisfied that said defendant is not an inhabitant of and can not be found in this district, it is ordered and decreed that the said Henry Fitzhugh, defendant, do appear, plead, answer or demur to the said complainant's bill exhibited against him on or before the first Monday of September, A. D. 1876, and that this order be published once a week in the New Orleans Republican, a newspaper published in the city of New Orleans, in this district, the first insertion to be made on the twenty-second of June, 1876, and the last insertion on the third day of September, 1876.

And it is further ordered that a copy of this order be served on said Henry Fitzhugh personally, if practicable, on or before the first Monday of September, 1876.

CLERK'S OFFICE, New Orleans, June 10, 1876.

I certify the foregoing to be a true copy from the original record in this office.

F. B. VINOT, Deputy Clerk.

je22 1awt se3

THE STATE OF LOUISIANA.

FIFTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

MARGUERITE HANS VS. FREDOLIN MATT, HER Husband—No. 7485.

I HEREBY CERTIFY THAT ON THE SEVENTEENTH day of June, 1876, judgment was rendered in this court in the entitled suit, in the words and figures following, to wit:

Marguerite Hans vs. Fredolin Matt, her husband—No. 7485.

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, Marguerite Hans, and against defendant, Fredolin Matt, her husband, decreeing a seperation of property and a dissolution of the community of acquests and gains heretofore existing between the said parties, and that the said plaintiff do assume the administration of her separate paraphernal property.

It is further adjudged and decreed that the said plaintiff do have and recover of the defendant, her husband, the sum of two thousand dollars with legal interest thereon from January 15, 1876, until paid, and costs of suit.

Judgment rendered June 17, 1876.

Judgment signed June 22, 1876.

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 twenty-second day of June, in the year of our Lord one thousand eight hundred and seventy-six, and the one hundredth year of the independence of the United States.

je23 jy12 22 PAUL T. ABADIE, Deputy Clerk.

STATE OF LOUISIANA.

SIXTH DISTRICT COURT FOR THE PARISH OF ORLEANS.

MRS. SARAH JANE BADELL, WIFE, ETC., VS Joseph Cohen, her husband—No. 8684.

I HEREBY CERTIFY THAT ON THE NINTH DAY of June, 1876, judgment was rendered in this court in the following entitled suit in the words and figures following, to wit:

Mrs. Sarah Jane Badell, wife, etc, vs. Joseph Cohen, her husband—No. 8684.

On motion of Buck & Dinkelspiel, of counsel for plaintiff in this suit, on producing to the court due proof in support of her demand, and the law and evidence being in favor of plaintiff, it is ordered, adjudged and decreed that the judgment by default herein entered on the second of May, 1876 be now confirmed; that there be judgment in favor of plaintiff, Mrs. Sarah Jane Badell, and against defendant, Joseph Cohn, her husband, decreeing a separation of property between the said parties and a dissolution of the community of acquests and gains hitherto existing between them. It is further ordered that defendant pay costs of suit.

Judgment rendered June 9, 1876.

Judgment signed June 14, 1876.

A. SAUCIER, 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 fourteenth day of June, in the year of our Lord one thousand eight hundred and seventy-six.

je18 jy1 18 FRANK WALL, Deputy Clerk.

UNITED STATES DISTRICT COURT.

DISTRICT OF LOUISIANA.

IN THE MATTER OF LEWIS G. CAMPBELL Bankrupt.

In Bankruptcy—No. 1416.

WHEREAS, LEWIS G. CAMPBELL, 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 twentieth day of November, 1876, 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 sixteenth day of November, A. D 1876, at 11 A. M., at his office, Customhouse building, New Orleans.

Clerk's office, New Orleans, June 20, 1876.

je21 28 jy6 K. LORW, Deputy Clerk.

OFFICIAL NOTICES.

UNITED STATES MAIL.

Louisiana.

POSTOFFICE DEPARTMENT, Washington, May 20, 1876.

PROPOSALS WILL BE RECEIVED AT THE Contract Office of this Department until 3 P. M. of the fifteenth of July, 1876, (to be decided by the thirty-first of July), for carrying the mails of the United States from October 1, 1876, to June 30, 1878, on the following routes in the State of Louisiana, and by the schedule of departures and arrivals herein specified, viz:

30,187 From Alexandria, by Carmel's Bridge (n. o.), to Calhoun's Store (n. o.), thirty miles and back, once a week.
Leave Alexandria Monday at 7 A. M.;
Arrive at Calhoun's Store by 5 P. M.;
Leave Calhoun's Store Tuesday at 7 A. M.;
Arrive at Alexandria by 5 P. M.
Bond required with bid, $300.

30,208 From Cameron to Sabine Pass, Texas, forty-two miles and back, once a week.
Leave Cameron Tuesday at 1 P. M.;
Arrive at Sabine Pass next day by 6 P. M.;
Leave Sabine Pass Thursday at 7 A. M.;
Arrive at Cameron next day by 12 M.
Bond required with bid, $500.

30,209 From Delhi to Baskinton, eighteen miles and back, once a week.
Leave Delhi Saturday at 6 A. M.;
Arrive at Baskinton by 12 M.;
Leave Baskinton Saturday at 1 P. M.;
Arrive at Delhi by 7 P. M.
Bond required with bid, $200

30,210 From Greenwood to Bethany (n. o.), seven miles and back, once a week.
Leave Greenwood Saturday at 9 A. M.;
Arrive at Bethany by 11 A. M.;
Leave Bethany Saturday at 2 P. M.;
Arrive at Greenwood by 4 P. M.
Bond required with bid, $190.

30,211 From Manny to Columbus (n. o.), twenty-two miles and back once a week.
Leave Manny Friday at 8 A. M.;
Arrive at Columbus by 3 P. M.;
Leave Columbus Saturday at 8 A. M.;
Arrive at Manny by 3 P. M.
Bond required with bid, $300.

30,212 From Mooringsport to Black Bayou, twelve miles and back, once a week.
Leave Mooringsport Saturday at 7 A. M.;
Arrive at Black Bayou by 11 A. M.;
Leave Black Bayou Saturday at 2 P. M.;
Arrive at Mooringsport by 6 P. M.
Bond required with bid, $200.

30,213 From Point Jefferson, by Jones' Ferry (n. o.), to Girard, twelve miles and back, twice a week.
Leave Point Jefferson Tuesday and Friday at 8 A. M.;
Arrive at Girard by 12 M.;
Leave Girard Tuesday and Friday at 1 P. M.;
Arrive at Point Jefferson by 5 P. M.
Bond required with bid, $300.

30,214 From Saline, by Lake Village (n. o.), to Coushatta Shute, thirty-five miles and back, once a week.
Leave Saline Friday at 6 A. M.;
Arrive at Coushatta Chute by 6 P. M.;
Leave Coushatta Chute Saturday at 6 A. M.;
Arrive at Saline by 6 P. M.
Bond required with bid, $400.

INSTRUCTIONS TO BIDDERS AND POSTMASTERS; CONTAINING ALSO CONDITIONS TO BE INCORPORATED IN THE CONTRACTS TO THE EXTENT THE DEPARTMENT MAY DEEM PROPER.

The Postmaster General warns bidders and their sureties to acquaint themselves fully with the laws of Congress relating to contracts for the carrying of the mails (the important provisions of which are cited herein), and also to familiarize themselves with the instructions and forms hereinfurnished, before they shall assume any liabilities as such bidders or sureties, and to prevent misapprehension or cause of complaint thereafter.

Postmasters are required to make themselves familiar with the laws and these instructions that they may be able to inform and direct others.

1. Seven minutes are allowed to each intermediate office, when not otherwise specified, for assorting the mails.

2. On routes where the mode of conveyance admits of it, the special agent of the Postoffice Department, also pos office blanks, mail bags, locks and keys are to be conveyed without extra charge.

3. "Way bills" or receipts, prepared by postmasters or other agents of the department, will accompany the mails, specifying the number and destination of the several bags, to be examined by the postmasters, to insure regularity in the delivery of bags and pouches.

4. No pay will be made for trips not performed; and for each of such omissions, if the failure be occasioned by the fault of the contractor or carrier, three times the pay of the trip will be deducted. For arrivals so far behind time as to break connection with depending mails, and not sufficiently excused, one-fou th of the compensation for the trip is subject to forfeiture. For repeated delinquencies of the kind herein specified, enlarged penalties, proportioned to the nature thereof, and the importance of the mail, may be made.

5. For leaving behind or throwing off the mails, or any portion of them, for the admission of passengers, or for being concerned in setting up or running an express conveying intelligence in advance of the mail, a quarter's pay may be deducted.

6. Fines will be imposed, unless the delinquency be promptly and satisfactorily explained by certificates of postmasters or the affidavits of other credible persons, for failing to arrive in contract time; for neglecting to take the mail from, or deliver it into, a postoffice; for suffering it to be wet, injured, destroyed, robbed or lost; and for refusing, after demand, to convey the mail as frequently as the contractor runs, or is concerned in running, a coach, car or steamboat on a route.

7. The Postmaster General may annul the contract for repeated failures to run agreeably to contract; for assigning the contract; for violating the postoffice laws or disobeying the instructions of the department; for refusing to discharge a carrier when required by the Department to do so; for running an express as aforesaid; or for transporting persons or packages conveying mailable matter out of the mail.

8. The Postmaster General may order an increase of service on a route by allowing therefor a pro rata increase on the contract pay. He may change schedules of departures and arrivals in all cases, and particularly to make them conform to connections with railroads, without increase of pay, provided the running time be not abridged. The Postmaster General may also discontinue or curtail the service, in whole or in part, in order to place on the route superior service, or whenever the public interests, in his judgment, shall require such discontinuance or curtailment for any other cause; he allowing, as full indemnity to contractor, one month's extra pay on the amount of service dispensed with, and a pro rata compensation for the amount of service retained and continued.

9. Payments will be made by collections from, or drafts on, postmasters or otherwise, after the expiration of each quarter—say in November, February, May and August; provided that required evidence of service has been received.

10. The distances given are believed to be substantially correct; but no increased pay will be allowed should they be greater than advertised, if the points to be supplied are correctly stated. Bidders must inform themselves on this point, and also in reference to the weight of the mail, the condition of the hills, roads, streams, etc., and all toll bridges, turnpikes, plank roads, ferries, or obstructions of any kind by which expense may be incurred. No claim for additional pay, based on such ground, can be considered; nor for alleged mistakes or misapprehensions as to the degree of service; nor for bridges destroyed, ferries discontinued, or other obstructions causing or increasing distance or expense occurring during the contract term. Offices established after this advertisement is issued, and also during the contract term, are to be visited without extra pay if the distance be not increased.

11. Bidders are cautioned to mail their proposals in time to reach the Department by the day and hour named in the advertisement, as bids received after that time will not be considered in competition with bids of reasonable amount received in time. Neither can bids be considered which are without the bond, oath and certificate required by section 245, act of June 23, 1874.

12. Bidders should first propose for service strictly according to the advertisement, and then, if they desire, separately for different service; and if the regular bid be the lowest offered for the advertised service, the other propositions may be considered.

13. There should be but one route bid for in a proposal. Consolidated or combination bids ("proposing one sum for two or more routes") can not be considered.

14. The route, the service, the yearly pay, the name and residence of the bidder (that is his usual postoffice address), and the name of each member of a firm where a company offers, should be distinctly stated.

15. Bidders are requested to use, as far as practicable, the prited proposals furnished by the Department, to write out in full the sum of their bids, and to retain copies of them. Bids altered in the route, the service, the yearly pay, or the name of the bidder, by erasures or interlineations, should not be submitted; and if so submitted will not be considered in awarding the contracts. No withdrawal of a bid will be allowed unless the withdrawal is received twenty-four hours previous to the time fixed for opening the foregoing bonds.

16. In case of failure of the accepted bidder to execute a contract or of the abandonment of service during the contract term, the service will be readvertised and relet at the expense of the failing bidder or contractor, and any accepted bidder who shall wrongfully refuse or fail to enter into contract in due form, and to perform the service described in his proposal, may be deemed guilty of a misdemeanor, and, on conviction thereof, be fined and imprisoned therefor.

17. The Postmaster General reserves the right to reject any bid which may be deemed extravagant, and also to disregard the bids of failing contractors and bidders.

No contract for carrying the mail shall be made with any person who has entered, or proposed to enter, into any combination to prevent the making of any bid for carrying the mail, or who has made any agreement, or given or performed, or promised to give or perform, any consideration whatever to induce any other person not to bid for any such contract.

No bidder for carrying the mails shall be released from his obligation under his bid or proposal, notwithstanding an award made to a lower bidder, until a contract for the designated service shall have been duly executed by such lower bidder and his sureties, and accepted, and the service entered upon by the contractor to the satisfaction of the Postmaster General.

By regulation of the department no carrier can be employed who is under sixteen years of age; and no bidder will be accepted who is under twenty-one years of age, or who is a married woman.

18. The bid should be sealed, superscribed "Mail Proposals, State of Louisiana," addressed "Second Assistant Postmaster General, Contract Office."

19. Every proposal must be accompanied by a bond, with two or more sureties, approved by a postmaster, and in cases where the amount of the bond exceeds five thousand dollars, by a postmaster of the first, second, or third class. Bids for service, the pay for which, at the time of advertisement, exceeds five thousand dollars, must be accompanied by a certified bank check, or draft, payable to the order of the Postmaster General, on some solvent national bank, of not less than five per centum on the amount of the annual pay on such route, and in case of a new or modified service this date in pamphlet form inviting proposals for vice, not less than five per centum of the amount of the bond accompanying the bid, if the amount of said bond exceeds five thousand dollars.

The amount of bond required with bids, and the present pay when it exceeds five thousand dollars, are stated in the advertisement under the appropriate route.

Sureties on the bond of a bidder must take an oath before an officer qualified to administer oaths, that they are the owners of real estate worth, in the aggregate, a sum double the amount of said bond, over and above all debts due and owing by them, and all judgments, mortgages and executions against them, after allowing all exemptions of every character whatever.

20. All checks deposited with bids will be held until contract is executed and the service commenced by the accepted bidder. Checks will then be returned by mail, on the written request of the bidder, or delivered to any one on his order.

21. The contracts are to be executed and returned to the department by or before the twentieth day of September, 1876, otherwise the accepted bidder will be considered as having failed, and the Postmaster General may proceed to contract for the service with other parties, according to law.

Assignments of contracts, or of interest in contracts, are forbidden by law, and consequently can not be allowed. Neither can bids, or interest in bids, be transferred or assigned to other parties. Bidders will therefore take notice that they will be expected to perform the service awarded to them through the whole contracted term.

22. Section 249 of the act of June 8, 1872, provides that contracts for the transportation of the mail shall be "awarded to the lowest bidder tendering sufficient guarantees for faithful performance, without other reference to the mode of such transportation than may be necessary to provide for the due celerity, certainty and security thereof." Under this law bids that propose to transport the mails with "celerity, certainty and security," having been decided to be the only legal bids, are construed as providing for the entire mail, however large, and whatever may be the mode of conveyance necessary to insure its "celerity, certainty and security," and have the preference over all others, and no others are considered, except for steamboat routes.

23. A modification of a bid in any of its essential terms is tantamount to a new bid, and can not be received so as to interfere with regular competition. Making a new bid in