

Monday of May and the second Monday of November of each year.

Sec. 6. Be it further enacted, etc., That said parish of Lincoln shall be divided into six wards, as follows to-wit: Ward number one, of all that portion of said parish situated in range three between bayou d'Arbonne on the north and the line of said parish on the south; and ward number two, composed of all that portion of said parish situated between the bayou d'Arbonne on the north and township line between eighteenth and nineteenth on the south, and west of the range line between three and four; and ward three, composed of all that portion of the township line between eighteenth and nineteenth, and west of the range line between three and four; and ward number four, composed of all that portion of said parish situated east of the range line between two and three, and between Bayou d'Arbonne on the north and the township line between eighteenth and nineteenth on the south; and ward number six, composed of all that portion of said parish situated north of Bayou d'Arbonne.

Sec. 7. Be it further enacted, etc., That immediately after the passage of this act, it shall be the duty of the Governor of the State to appoint and commission for said parish of Lincoln, a parish judge, a coroner, and a collector and assessor of taxes, and for each ward, a parish justice of the peace, a constable and five police jurors from the parish at large; that the officers thus appointed and commissioned shall forthwith qualify according to law, and enter upon the discharge of their respective duties, and shall continue in office until the election and qualification of their successors.

Sec. 8. Be it further enacted, etc., That the police jurors thus appointed shall meet at said seat of justice on the third Monday after their appointment, and organize as the police jury of said parish of Lincoln. They shall have all the powers and observe all the duties conferred by the general laws of the State on police juries. They shall make the necessary arrangements for the holding of the public building, sites, lots, office, seals, records, books and appurtenances for said parish, and the offices thereof, and shall not cease from their labors until the same shall have been at least provisionally acquired and provided; and for these purposes they shall have power to levy and cause to be collected a special tax.

Sec. 9. Be it further enacted, etc., That the police jury of the parish of Lincoln shall, at their first session, elect a responsible person as parish treasurer of said parish. Said treasurer shall qualify and give bond as required by law; he shall at once thereafter apply to the proper State authorities, and to the parish treasurers of the parishes of Bienville, Claiborne, Union and Jackson, and it shall be their duty to pay over to him all the public school funds and other funds which may be due by the State, or either of said parishes, to the people of the parish of Lincoln, and his receipt for such payment shall be a competent voucher in favor of the party paying for the amount so paid.

Sec. 10. Be it further enacted, etc., That the creation of the parish of Lincoln shall in no wise impair the obligation of the people or the property thereof in favor of the public creditors of either of the four parishes from the territory of which it is formed, but the parish of Lincoln shall assume pro rata the amount of the public debt due respectively by the portions of the four parishes named, from whose territory it is created, and the police jury of said parish of Lincoln shall ascertain and cause to be liquidated as soon as possible, the amount of public debt due by the respective portions of the parish of Lincoln heretofore belonging to said above named four parishes, and shall make suitable provisions for the same, under such regulations as it may adopt.

Sec. 11. Be it further enacted, etc., That immediately after the passage of this act it shall be the duty of the tax collectors of the parishes of Claiborne, Bienville, Union and Jackson to transmit to the collector of Lincoln parish a list of all unpaid taxes which have been assessed in their respective parishes, the same being not included within the boundaries of Lincoln parish; and that the tax collector of the parish of Lincoln shall collect all unpaid taxes assessed by the collectors of the parishes of Bienville, Claiborne, Union and Jackson, and turn over the parish tax to the parish treasurer, and the State tax to the Treasurer of the State.

Sec. 12. Be it further enacted, etc., That the school fund for said parish of Lincoln shall be provided in the same manner as for other parishes of the State.

Sec. 13. Be it further enacted, etc., That it shall be the duty of the clerks of the District Court of the parishes of Bienville, Claiborne, Union and Jackson, immediately after the passage of this act, to transmit to the clerk of the District Court of the parish of Lincoln all petitions, answers, documents and papers appertaining to suits wherein the defendant or defendants reside within the parish of Lincoln.

Sec. 14. Be it further enacted, etc., That immediately after the passage of this act, it shall be the duty of the recorders of the parishes of Bienville, Claiborne, Union and Jackson to make out a true and certified copy of all acts, deeds and title papers on file in their respective offices relative to or affecting landed property situated within the limits of the parish of Lincoln, and transmit the same to the recorder of the parish of Lincoln, at the expense of said parish.

Sec. 15. Be it further enacted, etc., That no judgment, privilege, lien or mortgage, shall lose the effect of its inscription upon any property within said parish of Lincoln, by reason of the creating of the parish of Lincoln by this act, if legally inscribed in either of said parishes of Bienville, Claiborne, Union or Jackson, in such manner as to bind such property at the date of its inscription, and which is void for no other legal cause, and the certificate of the proper officer of either of said parishes in which the property was situated prior to the passage of this act, shall be required and received as valid in all cases where such certificate is required by law.

Sec. 16. Be it further enacted, etc., That the Secretary of State shall, transmit to the parish judge of the parish of Lincoln an authentic copy of this act, and it shall be the duty of the parish judge of said parish to cause the same to be inscribed upon the records of his office, and to place said copy on the file therein.

Sec. 17. Be it further enacted, etc., That all laws or parts of laws in conflict with this act be and the same are hereby repealed, and that this act shall take effect from and after its passage.

turned by him to the House of the General Assembly in which it originated within the time prescribed by the constitution of the State of Louisiana, he has become law without his approval.

P. G. DESLONGE,
Secretary of State.

AN ACT

To amend and re-enact section two of an act relative to the Louisiana Levee Company, a corporation organized under the general laws of this State, constituting it a body politic and corporate, with certain powers, privileges and franchises, and contracting with said corporation for the construction, maintenance and repairs of certain levees, and providing for compensation therefor, approved February 20, 1871; also, to amend and re-enact section one of an act entitled "an act ratifying and confirming a contract between the Louisiana Levee Company and the Governor of the State of Louisiana," approved February 23, 1871; providing for the acceptance of said amendments by the Louisiana Levee Company, and authorizing and requiring a yearly estimate of levees to be built; reducing the compensation therefor from sixty to fifty cents per cubic yard, and providing for commuting timber work into earth work.

Section 1. Be it enacted by the Senate and House of Representatives of the State of Louisiana in General Assembly convened, That the second section of act No. 4 of the session of 1871, approved February 20, 1871, and entitled "an act relative to the Louisiana Levee Company, a corporation organized under the general laws of this State constituting it a body politic and corporate, with certain powers, privileges and franchises, and contracting with said corporation for the construction, maintenance and repairs of certain levees, and providing for compensation therefor," said second section of said act being in the following words:

Sec. 2. Be it further enacted, etc., That for the purpose of providing and maintaining proper and efficient levees throughout all the portion of the State watered by the Mississippi river and the rivers, streams and bayous running into and from the same, and to protect the inhabitants from inundations, the State of Louisiana contracts and agrees with the said Louisiana Levee Company in terms as follows:

1. That in order to maintain a uniform and perfect system, the location and dimensions of all levees to be constructed, maintained, repaired and kept in repair and managed, shall be determined by a commission of three engineers, to be appointed as follows to-wit:

One by the Governor of the State of Louisiana, who is hereby authorized and directed to appoint said engineer within thirty days after the acceptance of the terms of this act by the said company as hereinafter provided; one by the Louisiana Levee Company, and one by the government of the United States. It shall be the duty of said commission, and they are hereby directed to determine the proper location and dimensions of all the levees to be constructed, repaired or strengthened by the said corporation, and the standards of the same to be maintained, and to report the same with maps and profiles thereof, and the number of cubic yards to be built in the construction of new levees, and in the strengthening, repairing and maintaining the levees now in existence, to the Secretary of War, the Governor of the State, and the President of said company, which report shall be made in sections of five miles or more of said levees.

Any two members of said commission shall be competent to do and perform the duties hereby imposed upon the said commission, and their decision shall be sufficient and shall be accepted and taken as provided for the decision of said commission; provided, that the neglect, failure or refusal of the government of the United States or of the Governor of the State to appoint a member of said commission as aforesaid shall not, in any respect, invalidate or annul this agreement, and the said commission and the members of it, and each of them, is vested with all and every power, authority and right requisite and necessary for the discharge of said duties.

2. That the said Louisiana Levee Company for and in consideration of the compensation, benefits, rights and powers hereinafter stated, shall take charge of, manage, control, construct, maintain, repair and keep in repairs, all the levees in this State on the Mississippi river, its tributaries and outlets, and such levees in the State of Arkansas as may be necessary to protect any of the lands of this from overflow by the waters of the Mississippi or Arkansas rivers, provided however, that the consent of the Governor of the State to approve and obtain to the building, constructing, maintenance, management and repairing of said levees in said last mentioned State.

3. That for the purpose of carrying out the provisions of the precedent article, the said Louisiana Levee Company is hereby vested with the sole and exclusive custody, management and control of all the levees of this State for the period of twenty-one years from the day when this act shall take effect, said corporation shall have full right and authority, at all times, to enter upon and occupy, as far as may be necessary, by their surveyors or engineers, contractors, agents and servants, together with all necessary carts, animals, tools, materials and equipments all such lands as may be necessary, and to remain as long as may be necessary for the purpose of locating and performing all and singular the matters and things required to be done and to be performed in and about the inspecting, building, construction, maintenance, repairing or management of the levees as aforesaid, and to take free of cost, from said land, stone, gravel, earth and timber, as the same [may] be necessary for the purpose aforesaid with full right of way and the right and power to use and occupy a sufficient portion of land, without remuneration to the owner or occupant thereof, for the purpose of locating, erecting, constructing, repairing and extending said levees; and the said corporation shall have all the rights, powers and prerogatives with respect to the location, construction, maintenance and management of said levees, as are now vested by law in the State, parish or municipal authorities; provided, however, that said corporation shall have no power to lay, assess or impose any tax, impost, fine or penalty whatsoever, nor to compel the owner or occupants of lands to construct or keep in repair any levee or parts of the same or to contribute to the same.

4. That said corporation shall, within sixty days from the receipt of the report of said commission, commence the construction of said levees, and shall thereafter construct not less than three million cubic yards per year, until said levees shall be completed according to the standard required by the report of said commission.

5. That on and after the completion of any and all sections of said levees said company shall maintain the same up to the standard dimensions required by the report of said commission, and in the event of said corporation failing or neglecting to do so shall be liable in damages to any

person or persons injured by reason of said neglect or failure; provided, that said corporation shall in no case be liable where such injury shall be caused by or result from the wrongful acts of individuals, the existence of obstacles interposed by the courts, or the operation of causes over which said company can have no control, or on account of the floods rising above the standard height determined by said commission.

6. That within thirty days after the receipt of the report of said commission, the Governor of this State shall cause an estimate to be made of the cost of constructing or completing said levees according to the standard required by said report, said estimate to be made at the rate of sixty cents per cubic yard of said work, and to transmit the estimate to the Auditor of the State, and the Auditor shall thereupon apportion the sum total of the estimated cost of said work among the several parishes according to the assessment rolls of the State, and shall annually thereafter, for the period of twenty-one years, cause to be collected ten per centum of the sum of said estimates; provided, however, that until said estimate is made as provided in this article, the Auditor of the State shall levy and collect annually, in lieu of said ten per centum of said estimate, two mills upon the dollar of the assessed value of the taxable property of the State. The said ten per centum of the sum of said estimates, or the said tax in lieu thereof, shall be collected at the same time, in the same manner and by the same officers as the ordinary taxes of the State are collected. Said ten per centum of the said tax in lieu thereof, when collected, shall be paid over to the Treasurer of the State, and shall be set apart as a special fund, to be known as the "Levee Construction Fund," which shall not be used for any other purpose than as a compensation toward Louisiana Levee Company; and said fund shall be paid on the order of the president of said company to the treasurer thereof.

7. That the Auditor of the State shall cause to be assessed and collected annually for the period of twenty-one years from and after the passage of this act, two-twentieths of one per centum upon the assessed value of the taxable property within the State, to be set apart and known as the levee repair fund, which said fund shall be collected at the same time, in the same manner and by the same officers as the ordinary taxes of the State are collected, and shall be used for no other purpose than as provided. Said fund shall be paid on the order of the president of said company to the Treasurer of the State, as a compensation to said company for maintaining said levees in good and efficient repair, according to the standard as herebefore provided; provided, however, that on the presentation to the Secretary of the State of a certified copy of a judgment or decree rendered in any court of this State, or of the United States, together with the certificate of the clerk of said court, that the time within which a suspensive appeal or writ of error may be taken by said company from said judgment or decree as provided by law has expired, and that no suspensive appeal or writ of error operating as a suspension has been taken from said judgment or decree, or that said judgment or decree has been affirmed by the court of last resort upon such appeal or writ of error, and that said final judgment or decree is not being paid, and that said final judgment or decree was for damages sustained by the neglect or failure of the said corporation to erect or maintain said levees as herein provided, the said Treasurer of the State may satisfy said final judgment or decree, together with interest and costs, out of said fund; provided, he shall have notified said company in writing ten days before such payment that said judgment or decree has been presented to him for payment, and the payment of such judgment, interest and costs shall be considered as a payment to said company to the amount thereof out of the moneys so set apart, as provided for in this article.

8. That said company shall have full right, power and authority to mortgage said funds, and to transfer by proper instruments in writing the power of receiving the same, or any portion thereof, to any person or persons; and the Treasurer of the State, upon presentation to him of such instruments of transfer, shall pay from said funds such portion or portions to the person or persons so authorized to receive them; provided, however, that if the said company shall issue its coupon bonds, and shall so direct, all bonds so issued by this company shall be registered in the offices of Public Accounts and State Treasurer, and such registry shall be indorsed thereon, and the coupons thereto attached shall be stamped across their face by the Treasurer, with a fac simile of his signature; that to secure the prompt payment of principal and interest of such bonds as may be issued by this company, a sufficient amount of the revenues accruing under the provisions of this act are hereby pledged; and after the issuance of and being by this company it shall be the duty of the State Treasurer to withhold from any funds in the State treasury to the credit of said company an amount sufficient to pay all the interest coupons upon bonds so issued falling due within six months, which coupons he shall pay from the sum so withheld at the time and place so designated on said coupons; and a sum equal to a per centum of the principal of the said bonds so issued shall also be retained by the State Treasurer, which sum shall be sufficient only to fully retire the bonds at their maturity. The State Treasurer shall annually advertise for a period of thirty days, in the official paper of the State and in at least one daily paper in the city of New York, for sealed proposals for the sale to said Treasurer of an amount of bonds sufficient to fund the year's accumulated sinking fund of the company. On the first Monday after the expiration of said publication he shall open said bids in his office, in the presence of the Auditor of Public Accounts and the President of the company; and the awards shall be made to the lowest bidder; provided, that no bids shall be accepted for more than the face of the bonds. If there shall be no offer of said bonds at par or less it shall be the duty of the Treasurer, under the advice of the Auditor of Public Accounts and the President of this company, to invest said funds in the bonds of this State or of the United States for the benefit of the company, and hold the same as a portion of the sinking fund for the retirement of the bonds issued by the company. In his annual report to the General Assembly, the Treasurer shall give a full statement of any proceedings had by him under this act, and it shall be the duty of the State Treasurer, on the first day of each month, to communicate to the President of this company a statement of the amounts received during the past month, and the disposition thereof.

9. That whereas no tax, as provided here [to be continued.]

Disolution of Partnership.

THE CO-PARTNERSHIP HERETOFORE existing between us, under the style of LEVIN & FERGUSON, being dissolved to-day, by the withdrawal of J. Levin, we beg to return our thanks to the public for the patronage so liberally extended to us. Either of us will attend to the collection of claims due the firm. All parties indebted to the same will greatly oblige us by calling at the old stand for a settlement at an early day.

JULIUS LEVIN,
J. J. FERGUSON.

Referring to the above, we wish to inform our friends and the public generally, that we have to-day formed a Co-Partnership, under the style of FERGUSON & SCHNACK, for the purpose of continuing the Jewelry and Watch-makers business of the old firm of Levin & Ferguson.

With enlarged facilities and strict attention to business, we hope to please everybody that may honor us with a call.

JOHN J. FERGUSON,
CARL A. SCHNACK.

Alexandria, La., May 21st 1873. If.

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A CONCORD COACH WILL LEAVE
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Mar. 8, 73-tf.

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Baling and Ties, Round and Flat-Iron, all of which we offer at prices

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Alex. Oct. 19th, 1y.

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His stock consists of DRY GOODS, GROCERIES, HATS, CAPS, BOOTS, SHOES,

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Dec. 24-1y

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D. APPLETON & CO., Publishers, New York.

Apr. 12-1873.

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Feb 1-tf

Received in the office of Secretary of State February 15, 1873.

The foregoing document was presented to the Governor of the State of Louisiana for his approval, and not having been

New Advertisements.

FOR RENT. THE HOUSE RECENTLY OCCUPIED BY D. SULLIVAN. May 17-3m. R. A. HUNTER.