

# SUPPLEMENT NEW IBERIA ENTERPRISE

OCTOBER 25, 1902.

AND OBSERVER, CONSOLIDATED.

## THE STORY OF A MINER.

In the following simple, unstudied words of a Pennsylvania miner there is the eloquence of facts, back of which one can feel the restraint of suppressed passion. There is no rhetoric, mere statement of facts—which give us a glimpse of days, months, and years of ugly labor, unlighted by hope of change or reward.

The speaker is Stephen McDonald, a Throop miner, and this is the authentic statement of what he said at a meeting in Scranton:

"Men, you all know me around here. You know the truth of what I say. I repeat it to you to remind you of the common lot of our misery and suffering which has made us combine to cry out for a better order of things.

"When I was six years and four months old I went to work in the breakers of the Pancoast Coal Company. I have worked nineteen years, every day that I could get. I have never been on an excursion in my life. I have never been to a theatre but twice in my life. I have not drunk a drop of beer or liquor for five years, and for two years I have not smoked. I have practised the closest economy in food. But I have never been able to accumulate \$100 in my life.

"Men, I have lived in the hamlet of Throop all my life. You and I know this has always been a company-store town. We know in our hearts what that means, whatever the operators may say.

"Eleven years I worked for the Pancoast Coal Company, and during those eleven years I swear here before the Omnipotent I never handled one cent of earnings in money.—Harlequin.

## ADVERTISEMENT OF SALE OF ELECTRIC FRANCHISES.

An ordinance fixing the terms, conditions and specifications of a franchise to construct, maintain and operate a railway utilizing electric or other motive power than steam, on the public road which follows along the Bayou Teche from the lower corporate limits of the City of New Iberia, to the upper corporate limits of the town of Jeanerette; providing for the sale of said franchise and for the advertisement thereof preliminary thereto; and fixing the terms, conditions and methods of said sale and the manner of its completion.

Whereas there has been presented to this Police Jury, written petitions signed by a majority in number and amount of the property holders abutting along the public road leading from the City of New Iberia to the town of Jeanerette, requesting this Police Jury to advertise and sell a franchise to construct, maintain and operate a railway, utilizing electric, or other motive power than steam, on the said public road from the lower corporate limits of the City of New Iberia, to the upper corporate limits of the town of Jeanerette; and whereas at this public meeting of this Police Jury, called for the purpose, it has canvassed said petitions so presented and has decided that a majority in number and amount of the abutting property holders on the said public road have signed said petition; and whereas this Police Jury is authorized by law to proceed forthwith to fix the terms, conditions and specifications of the said franchise, and to advertise and sell said franchise at public auction and in the manner provided by law, now, therefore,

Sec. 1. Be it resolved, that between the hours of 11 A. M. and 4 P. M., 15th day of November, 1902, after due advertisement thereof for thirty days in the official journal of Iberia Parish, the President of this Police Jury shall, at the door of the Court House of said Parish of Iberia, by public

auction, sell to the bidder or bidders offering the highest percentage of its gross annual receipts as hereinafter specified, a franchise to construct, maintain and operate a railway utilizing electric, or other motive power than steam, on the entire length of the public road in said Parish between and leading along the Bayou Teche from the lower corporate limits of the City of New Iberia, to the upper corporate limits of the town of Jeanerette. The terms and conditions and specifications of the said franchise to be as follows, to-wit:

This said franchise, which shall not exclude other like franchises, shall be for the term of ninety-nine years, and no longer, from the date of said sale, and shall, for that period, authorize the construction, maintenance and operation of said road of a single track line of railway, together with all necessary turnouts, from the lower corporate limits of the City of New Iberia to the upper corporate limits of the town of Jeanerette, one half mile of the railway along said road must be completed within twelve months from the date of said sale and the said entire railway must be completed and in operation between the said towns within thirty months from said date of sale and any failure either to complete said one half mile within said twelve months or to complete the entire road between said towns within said thirty months, shall ipso facto and without legal proceedings, forfeit said franchise and all rights and powers thereunder. No turn outs along said road shall be used for the storage of cars or trucks. The track of said railway shall be built and located, throughout its entire length in the middle of said road and the ties shall be placed below the grade of said railway, which shall be the same as that of said road, and no part of the rails shall project above the grade or bed of said road. Said railway shall be so constructed, maintained and operated as to not unduly interfere with, or materially impair, the use by the public of the whole road, and specially of said portion occupied by it.

The holder or holders of said franchise, which shall be transferable and assignable, shall, without expense to the Parish, make and maintain in good condition, all bridges crossed by said tracks, also all necessary culverts and openings for the drainage of said road and the adjacent properties; and shall further, put and maintain in good order and suitable condition, for use by vehicles of all kinds, that portion of road occupied by track, and extending beyond the rails two feet outward therefrom.

No fare, toll or charge exceeding two cents per mile for every passenger and his or her ordinary hand-baggage, or parcels, shall be made or collected for passage on said railroad nor for a continuous passage from within either of said towns (or a point between) to any point in either of said towns reached by said railway or its connections; provided that a fee of five cents a ride for any distance whatever, not exceeding two miles may be collected. The said railway must be operated continuously, and at least three trains each way carrying passengers must be run daily during daylight hours between the said towns, at hours arranged reasonably for the accommodation of the public. And in the event of not more than three or four trains being run each way daily, not less than four hours shall elapse between any two trains going in the same direction. The said railway shall have a right to carry freight, express, baggage and mail, as well as passengers, and to perform all functions and carry all things usual to railroads of this character.

In the event of neglect or failure to substantially conform to the foregoing terms, conditions and specifications, the said franchise and all powers and privileges thereunder shall, by reason of said neglect or failure, cease to exist, and be terminated.

Sec. 2. Be it resolved, that every bid at said sale of said franchise must state what percentage of the gross annual receipts of the said railway on the said road between said towns will be given. First, For the first ten years of the existence of said franchise; Second, For the second ten years of the existence of said franchise; and Third, For the third ten years of the existence of said franchise; and Fourth, For the fourth ten years of the existence of said franchise, and in like manner, separately the portion of said gross receipts to be given for each subsequent period of ten years during the existence of said franchise except the last which shall be for nine years.

Sec. 3. Be it resolved that a certified check or a bond must be given by the successful bidder or bidders for the completion of at least one half mile of said road within twelve months from said sale, and of the entire railroad within thirty months from said sale, which certified check or bond must be drawn in favor of the President of this Police Jury in the sum of One Thousand Dollars and if a bond be given it must be signed in solid

by two good and solvent securities living in the Parish of Iberia and approved by the Clerk of Court of Iberia Parish; and the said certified check or bond must be given by the successful bidder or bidders within one half hour after the sale and adjudication of said franchise. And the said President of this Police Jury shall within said one half hour prepare a verbal of said sale and shall sign and deliver same to the said successful bidder or bidders provided he or they shall tender said certified check or bond within said one half hour after the sale. The conditions of said bond shall be that in the event that the principal or principals therein shall fail to complete the required one half mile of said railway within twelve months, or shall fail to complete the said entire road within thirty months from the date of said sale, and in the event of the said principal or principals on said bond shall fail to pay the said sum of One Thousand Dollars, the said bond shall be forfeited, and said sureties shall be liable for the amount thereof.

Sec. 4. Be it resolved that should the successful bidder or bidders at said sale fail to tender the said bond at said Court House doors within two hours after said adjudication that he or they shall ipso facto forfeit all rights under the said bid and adjudication and the said President of this Police Jury shall immediately and without delay again offer the said franchise for sale upon the same terms and conditions as before.

Sec. 5. Be it resolved, that due notice be given and advertisement for thirty days be made in the official journal of Iberia Parish of this said franchise, its terms, conditions and specifications and of the sale to be made thereof, all in accordance with the provisions of act Number 88 of the General Assembly of Louisiana for the session of 1902.

Sec. 6. Be it resolved that the successful bidder or bidders shall pay all costs incident to the advertisement and sale of said franchise.

J. F. BRITAIN President.  
A. B. ROMERO, Secretary.

## ELECTION COMMISSIONERS.

The following Commissioners of Election were appointed by the Supervisor of election, to serve at the polling booths for the Congressional Election, to be held in the Parish of Iberia, on November 4th, 1902.

First ward.—Albert Lion, Alex Gary, Anatole Gary, Commissioners, E. O. Broussard, Clerk. E. C. Landry, Jackson Lajune, Watchers.

Second ward.—W. K. Farmer, H. Boutte R. A. Olivier, J. D. Romero, Clerk. Jules Muller, Henry N. Pharr, Watchers.

Third ward.—T. U. Gonsoulin, Aristide Dacuir, Dave Rose, Commissioners, L. J. Gonsoulin, Clerk. J. A. Babin, Jules Verret, Watchers.

Fourth ward.—Massaena Broussard, Albert Boutte, A. Gonsoulin, Commissioners, A. J. Broussard, Clerk. Felix Moulis Joe Camors, Watchers.

Fifth ward.—Adolph Romero, Henry Landry, Eugene Fremin, Commissioners, Clement P. Romero, Clerk. Joe Morris, Laetie Romeo, Watchers.

Sixth ward.—Frank J. Mestayer, Max Levy, Jasper Fuller, Commissioners, A. J. Cammack, Clerk, Felix Mestayer, Frank Biane, Watchers.

Seventh ward.—3d Precinct.—Homer Deleambre, Edmond Deleambre, Alphonse Viator, Commissioner, T. A. Derouen, Clerk. Numa Miguis, Joe Landry, Watchers.

Eighth ward.—J. J. Schexnayder Geo. Schexnayder, Leo Frank, Commissioners, Gaston Guiberteau Clerk. Paul Mouret, Alcide DeGruy, Watchers.

Seventh ward.—2d Precinct.—D. D. Avery, Sr., John Leeds Avery, Clarence Brittin, Commissioners, Jas. Otery, Clerk. E. A. Melhemny, Watchers.

## DEMAND OF ADMINISTRATION.

SUCCESSION OF HOSMER HECTOR.

State of Louisiana, Parish of Iberia, 19th Judicial District Court.

Whereas, Joseph Moses, a resident of Iberia Parish has applied to the Hon. the 19th Jud'l Dist. Court holding sessions for Iberia Parish, to be appointed Administrator of the above entitled and numbered Estate.

Notice is therefore hereby given, to all whom it may or doth concern, to show cause, if any they have, within ten days from the first publication hereof, why the prayer of said petitioner should not be granted.

Witness the Hon. T. Don Foster Judge of our said Court this 18th day of September A. D. 1902.

A. J. MAUMUS, Dy. Clerk.

**WOOD! WOOD!**  
Excellent ash wood for sale, cut to stove length. Cheap for cash.  
JNO. FISHER.

## LIST OF GRAND JURORS.

State of Louisiana, Parish of Iberia.  
Be it known that on this 16th day of October A. D. 1902, in compliance with section 4 and 6 of Act 135 of the General Assembly of the State of Louisiana approved July 3rd, 1898.

We, J. A. Provost, Lionel Broussard, H. Patout, J. W. Compton and Max Levy Jury Commissioners in and for Iberia Parish who being duly and legally qualified and sworn according to law, met at the Clerk's office at the Court House of said Parish at New Iberia La., and together with J. G. LeBlanc, Clerk of Court in and for the Parish of Iberia, and Ex-officio Jury Commissioner for said Parish legally commissioned and sworn at ten o'clock A. M. in the presence of G. P. Conrad and J. G. LeBlanc, Jr., two competent and disinterested witnesses of lawful age competent to read and write the English language and residents of Iberia Parish, summoned for the purpose by the Clerk of Court and after examining the General Venire Book, we found there remaining one hundred names, after examining the above, we threw out five names of parties who have died or removed from the Parish. We then proceeded to supplement the same by adding two hundred and five names selected from among the qualified electors of the Parish which together with the ninety five names remaining in the general venire book completed the three hundred names by law required which are as follows to-wit:

(Three hundred names in the box.)  
We further certify that each of the above names were written on a separate slip of paper together with the number of their respective ward, and the slip so containing the names above written (excepting those containing the names of the Grand Jurors selected and hereinafter named) were placed in the General Venire Book.

After having completed the General Venire list, we selected therefrom the names of twenty citizens possessing the qualifications required by section 1st, of Act 135 of the General Assembly who are subject to duty as Grand Jurors for the period of Six months from the date they shall have been empaneled or until their successors shall have been selected, empaneled and sworn.

Which names are as follows to-wit:

1. Gabriel Gary,.....	1st. Ward.
2. Augusto Delaboussaye,.....	1st. "
3. Jeff Roane,.....	2nd. "
4. Jules Olivier,.....	2nd. "
5. A. A. Morrow,.....	3rd. "
6. J. D. Rose,.....	3rd. "
7. Jos. Camors,.....	4th. "
8. Donat Breaux,.....	4th. "
9. Cleo. Romero,.....	5th. "
10. John Broussard,.....	6th. "
11. Adolphe Mestayer,.....	6th. "
12. Frank Patin,.....	6th. "
13. I. N. Satterfield,.....	6th. "
14. Albert DeRouen,.....	6th. "
15. Numa Miguis,.....	7th. "
16. E. A. Melhemny,.....	7th. "
17. H. Shelby Sanders,.....	8th. "
18. H. L. Bracy,.....	8th. "
19. J. C. Busey,.....	8th. "
20. Geo. J. Labau,.....	8th. "

We then placed the slips containing the above twenty names in an envelope sealed, and we endorsed thereon the following words to-wit: "List of Grand Jurors;" the said envelope was then placed in the Jury box, a box provided for that purpose and which was locked and sealed and placed same in the custody of the Clerk of Court subject to the orders of the Hon. Judge of the District Court.

We then also locked and sealed the General Venire box and placed same in the custody of the Clerk of Court.

In evidence whereof, witness our signature officially this 16th, day of October, in the presence and together with the witnesses aforesaid who have signed these presents with us, Jury Commissioners.

G. P. Conrad, } Witnesses.  
J. G. LeBlanc, Jr. }

H. PATOUT.  
J. W. COMPTON.  
L. P. BROUSSARD.  
JOS. A. PROVOST.  
MAX LEVY,  
Jury Commissioners.  
J. G. LEBLANC,  
Clerk & Ex-officio Jury Commissioners.

Attest: A true and correct copy:  
J. G. LEBLANC,  
Clerk of the 19th Judicial Dist. Court.

## GOOD BARGAIN FOR RICE MEN? A COMPLETE Pumping Plant Outfit FOR SALE

Consisting of one 40 H. P. Horizontal Boiler. One Engine 24 x 16. One Ivens Pump 12 x 10 1/2. One Steam Pump. One Oil Pump. One Oil Tank and accessories. Lot of fine Lumber to build fumes. Also other Boilers and Engines.  
For further particulars apply to  
L. E. MARION,  
Agent for Gaar-Scott Co.

## DEMAND OF ADMINISTRATION.

SUCCESSION OF WILLIAM NORRE.  
State of Louisiana, Parish of Iberia, 19th Judicial District Court.

Whereas, J. G. LeBlanc Clerk of the District Court for the Parish of Iberia, has applied to the Honorable 19th Judicial Court holding session for Iberia Parish, to be appointed Administrator of the above entitled succession; and has made and filed his affidavit in accordance with; that after diligent search he has found the following described property which although now in the name of the State of Louisiana he feels assured that same can be recovered to said succession, to-wit:

1st.—A certain lot of ground situated in the town of New Iberia, measuring Fifty feet front, more or less on Henshaw Alley by One Hundred and Fifty feet more or less in depth, and bounded North by property below described, South by Henshaw Alley, East by Mathilda Floyd and West by Alley running along eastern boundary of lot 134 1/2, and which property is worth One Hundred and fifty dollars.

2d.—A certain lot of ground situated in the city of New Iberia, measuring forty-two 1/2 feet more or less fronting on the Alley forming the separation of said property from lot 134 1/2 above alluded to by 105 feet more or less bounded North by vendor, East by lot 133 1/2 of said plat, South by Mathilda Floyd and the above described property and West by said Alley, and which said property is worth the sum of \$125.00.

3d.—A resident situated on first described property and which residence is valued at \$200.00.

Notice is therefore hereby given to all whom it may concern to show cause, if any they have, within 7 days from date, why the prayer of the applicant should not be granted and the description and valuation of said Estate, be not approved and homologated.

Witness the Hon. T. Don Foster, Judge of our said Court, this 6th day of October A. D., 1902.

A. J. MAUMUS, Dy. Clerk.

## Homologation Notice.

SUCCESSION OF MRS. ODILE H. DOTY.  
State of Louisiana, Parish of Iberia, 19th Judicial District Court.

Whereas, Charles L. Provost, of the Parish of Iberia, Administrator of the succession of Mrs. Odile H. Doty, deceased, has filed in this Hon. Court, his final tableau of said estate and also his petition praying that the same be homologated and approved.

Notice is hereby given to all whom it may or doth concern, to show cause, if any they have, within ten days from date hereof, why the prayer of said petitioner should not be granted.

Witness, the Hon. T. D. Foster, Judge of our said Court, this 4th day of October 1902.

A. J. MAUMUS,  
Deputy Clerk of Court.

## NOTICE OF HOMOLOGATION.

SUCCESSION OF REV. PAUL E. MESNIL.  
State of Louisiana, Parish of Iberia 19th Judicial District Court.

Whereas, Mathien Thouvenin, of the Parish of —; Testamentary Executor of the succession of Rev. Paul E. Mesnil, deceased, has filed in this Honorable Court, his final account and tableau of distribution of all the property and funds of the succession of said Estate, and also his petition praying that the same be homologated and approved.

Notice is hereby given to all whom it may or doth concern, to show cause, if any they have, within ten days from date hereof, why the prayer of said petition should not be granted.

Witness the Hon. T. Don. Foster Judge of our said Court, this 11th day of October A. D. 1902.

A. J. MAUMUS,  
Dty. Clk of Court.

**ANDREW THORPE,  
LAWYER,  
Removed to Room 2 North Side  
Cage Building.**

**Dr. Thomas E. Conrad,  
DENTIST,  
OFFICE, CLUB BUILDING,  
NEW IBERIA, LA.**