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- All cases for collection of debts.

File #5. 1790)
March 1, 1789.)
P. 1 to 9.)
Judge: Don E.)
Miro.)
CC: R. Perdomo.)
Spanish and English.)

PROCEEDINGS INSTITUTED BY DON
JUAN POUSSOU, FOR THE PURPOSE
OF OBTAINING LICENSE TO SELL
A CERTAIN BILANDER OF HIS OWN-
ERSHIP.

The plaintiff, a resident of this City, instituted this proceeding for the purpose of obtaining a permit from the Court to sell his bilander named "El Favorito", alleging that as evidenced by the title presented he is the owner of said bilander and that petitioner desires to sell same. Wherefore, petitioner begs the Court to grant him the necessary permit, and to order the Court Clerk, to make the deed of sale, after petitioner has paid the Royal Fees, for said sale.

On March 1, 1790, the Court after having examined the records, granted Don Juan Pousson's petition, and ordered him to pay for the costs of these proceedings which amounted to 6 pesos.

File #1834)
March 1,)
1790)
Judge:)
Estevan)
Miro)
C.C:)
Pedesclaux)
Pages 1/3)
Spanish)

DOCUMENT NO. 2419
BOX 58

PROCEEDINGS INSTITUTED BY DON
MIGUEL FORTIER, REQUESTING THE
COURT TO ACCEPT HIS STATEMENT
IN ORDER TO PROVE THE LOSS OF
HIS PROPERTY IN A FIRE OCCUR-
RED IN THE CITY.

Don Miguel Fortier, a resident and merchant of this City, petitioned the Court, alleging that due to a fire that occurred in this City, which destroyed his residence, store and etc., the effects and money which he was able to salvage, he found shelter for his family, in a building recently constructed in the yard of the property of Don Gilberto Antonio de St. Maxent, which building 17 days after said fire, one night while petitioner and his family were asleep, said building caught on fire, and was only able to save the clothes we had worn in bed thereby, losing all he had saved in the previous fire, including the 5,021 pesos in paper money and credit certificates against the Treasury of this Colony.

Wherefore, petitioner requested the Court to accept witness depositions, to substantiate his allegations.

(Signed:)
Michel Fortier

The Court granted the above petition.

(Signed:)
Miro
" Postigo

On March 2nd, 1790 Don Miguel Fortier, in order to substantiate his statement presented the

following witnesses: Don Juan Lacoste, age 56 and
Arnauld Reaud, age 50, who under oath testified that
the statement made by the petitioner was true.

(Signed:)

Juan Lacoste
" Arnauld Reaud

Before me, " Pedro Pedesclaux
Notary Public

The case ends here.

24(a)
mcq

File #26)	
March 2, 1790)	
Judge: Don	)	CASE OF
Andres Almonester	)	CAPTAIN DON JOSEPH PONTALVA
CC: Rafael Perdomo	)	VERSUS
P. 1 to 4	)	DON JOSEF CULTIDA
Spanish)	

NOTE

The promissory note in question does not appear in this document because it was forwarded to Don Josef Cultida.

Don Joseph Pontalva petitioned the Court, alleging that the defendant owed him the sum of 632 pesos, and 5 reales as evidenced by the promissory note endorsed by Don Olivero Pollock to him.

Wherefore he begged the Court to order the defendant to state whether the signature affixed to said promissory note is his, and, if so, that the said sum be paid.

(Signed) Joseph Pontalva

Petition was granted.

(Signed) Andres Almonester
Rafael Perdomo

The plaintiff informed the Court that the defendant had paid the said sum and the case was closed.

(Signed) Joseph Pontalva.

File #1754)
 March 5, 1790) PROCEEDINGS INSTITUTED BY
 Judge:) DONA MARGARITA BROSET, WIDOW
 Estevan Miro) OF DON ANDRES BARBIER, IN OR-
 C.C: Pedro) DER TO PROVE HER OWNERSHIP TO
 Pedesclaux) A HOUSE LOCATED ON THE LAND OF
 Spanish) THE REV. CAPUCHIN FATHERS IN
 Pages 1/6) THIS CITY.

Dona Margarita Broset, widow of Don Andres Barbier, resident of this City, petitioned and begged the Court to suspend a certain writ of seizure that erroneously was placed on her properties instead of her son's-in-law properties.

She alleges that her properties consisted of dwellings constructed with money left by her deceased son on a certain land owned by the Rev. Capuchin Fathers.

That her son-in-law, owned a small portion of ground adjoining hers, and that through error the said seizure was put on her property instead of that of Francisco Aguiar, her son-in-law. Wherefore, petitioner begged the Court to accept the deposition of the following witnesses, Joseph de Pintre, 30 years of age, Antonio Xeres, 31 years old, and Andres Iugrans, 40 years old.

Her Mark X

The Court granted the petitioner's prayer and ordered the execution of the deposition of the witnesses.

(Signed:)

Miro
 " Postigo.

The witnesses ascertained that the properties in question belong to said petitioner and signed,

Joseph DePintre, Antonio Xeres, Andres Lugrans.

Then the petitioner in view that the witnesses had proved her allegations, again petitioned and begged the Court to withhold the said writ of seizure from her properties and that same be placed on the property of her son-in-law.

Her Mark X

Margarita Broset.

The Court granted her petition and ordered the withdrawal of the said writ of seizure placed on the properties of her son-in-law.

(Signed:)

Miro

The case ends with the decision of the Court.

23(a)

mcq

File No. 48)
March 6, 1790)
Judge: Estevan)
Miro)
C. C: Rafael)
Perdomo)
French and)
Spanish)
Pages 1/25)

CASE OF
JAMES KENEDY
RESIDENT AND MERCHANT OF THE
CITY OF NEW ORLEANS
VS.
NICOLAS FORSTALL
CIVIL AND MILITARY COMMANDANT
OF THE POST OF THE OPELOUSAS.

PETITION:

To recover the past due sum of 3500 pesos.

Plaintiff, through his Attorney Antonio Mendez, instituted proceedings, alleging that it is impossible for him to collect above amount as defendant, residing at above post and fulfilling said office is unable to come to the City of New Orleans, to settle said claim. He therefore prays, the Court to inform Commander de la Villeneuve, Civil and Military Commander of the post of the Attacapas, to request defendant to admit his indebtedness, and recognize his signature affixed on promissory note, that is in the care of the present Court Clerk of this City.

Plaintiff furthermore requests the Court, to name an Attorney to represent absent defender in this case.

(Signed) Antonio Mendez
" James Kenedy

DOCUMENT NO. 2422

On the 6th, of March 1790, the Judge orders that said promissory note, be sent to Commander Jean Baptiste de la Villeneuve, and that defendant answers by a note of his own handwriting in which said defendant acknowledges his indebtedness, and recognizes his signature affixed on said promissory note.

(Signed) Estevan Miro, Judge
Rafael Perdomo,
Court Clerk.

On May the 6, 1790 defendant sends a note to the Court in the City of New Orleans, in which it is stated the following:

In our presence, Civil and Military Commanders of the post of the Attakapas, has appeared in person, Monsieur Nicolas Forstall, Civil and Military Commander of the Post of the Opelousas to declare under oath, that the signature affixed on the note attached to the decrees is his own and that he will send his power of Attorney, to his representative in New Orleans to settle above claim.

(Signed) N. Forstall

On 5th, of July 1790, the Court names Felipe Guinault, to represent absent defender in the City of New Orleans.

(Signed) Miro - Judge.
Rafael Perdomo -
Court Clerk.

DOCUMENT NO. 2422

On 6th, of July Felipe Guinault, accepts office conferred on him by the Court and promises under oath, to faithfully fulfill his duties toward absent defender.

(Signed) Felipe Guinault
 " R. Perdomo
 Court Clerk.

On 13th, of July, Joseph Valles, Minister of Finances, appears into Court and orders Felipe Guinault, attorney for absent defendant to pay to plaintiff the sum of 3500 Ps. in case defendant should not be in a position to remit said sum, Joseph Valles, orders a seizure of properties belonging to defendant, amongst which is a house adjoining the property of Monsieur Pascalis de la Barre where is now residing Don Vicente Joseph, Treasurer of the Army.

(Signed) Joseph Valles
 " Rafael Perdomo,
 Court Clerk.

On July 15, the Court grants petitioner's prayer.

In answer to plaintiff's allegations, petitioner Nicolas Forstall and wife, Dame Pelagie de la Chaise, state that it is impossible to settle above claim by seizure of said properties because the house located on the corner of Chartres and Conti streets, had been sold to Santiago Mather, having bought same from Don Pedro Chabert on 8th, of March 1785.

DOCUMENT NO. 2422

That another property of their ownership located on St. Philip street was also sold to said Santiago Mather having bought same from Fremois Gonsonlin, contract written by Don Alexander Declouet, Commandant of the Opelousas at that time. Petitioner also states having sold to same Santiago Mather, 10 slaves and 1500 pieces of lumber.

Act of sale of above properties, slaves and material, was passed in New Orleans 11th, of October of the year 1782 at the house of agent Don Salvador Toledo.

Witnesses:

Miguel Gomez

Aduano de la Plaza, both residents of New Orleans.

Nicolas Forstall

de la Chaise Forstall

Santiago Mather.

In the presence of,
Fernando Rodriguez,
Court Clerk.

The document also shows a statement written and signed by Santiago Mather, requesting the Court to relieve mortgages placed on one house and three lots of his ownership having purchased same from defender and wife in the year 1786.

(Signed) Santiago Mather.

DOCUMENT NO. 2422

The Court grants above request on 30th of July 1790.

The record closes with a statement from plaintiff who advises the Court through his attorney Antonio Mendez, that above claim has been settled out of Court to the satisfaction of plaintiff and defender.

(Signed) Antonio Mendez
" James Kennedy

The Court then orders Don Luis Liotau, to present costs of Court amounting to 110 pesos, 4 reales to plaintiff and defendant and to release the case from court.

Feb. 28, 1791.

A note written on side of record states:

"These costs of Court have not been paid".

J.A./O.

File #189) PETITION OF MIGUEL FORTIER, A
 March 8, 1790) RESIDENT AND MERCHANT OF NEW
 Judge: Estevan) ORLEANS, REQUESTING THE TRANS-
 Miro) LATION OF A CERTIFICATE OF IN-
 C.C: Rafael) SPECTION, FROM THE FRENCH LANGUAGE
 Perdomo) INTO SPANISH. THIS CERTIFICATE
 Spanish) WAS ISSUED BY DON THOMAS DELAIRE,
 pp. 1 - 4) VICE-CONSUL OF SPAIN AT NEW ROCHELLE,
) FRANCE.

PETITION:

Don Miguel Fortier, a resident and merchant of New Orleans, petitions the Court for the purpose of obtaining a verbatim translation into Spanish of a certain document written in French, which he submits. Petitioner recommends Don Luis Liotau as a capable person to perform the said translation, and requests that after doing so, the original and a copy of the translation be returned to him.

(Signed) M. Fortier

The Court grants petitioner's prayer, providing the acceptance by said Liotau.

(Signed) Miro

Don Luis Liotau, in compliance with the Court decree, submits the following translation:

We, the undersigned ship builders and master carpenters, have inspected the vessel named "Thetis" and certify to have appraised the amount of repairs to be made on same at the request of Don Miguel Fortier of New Orleans in the presence of Don Thomas

DOCUMENT #2423
BOX 57

Delaire, Vice-Consul of Spain at La Rochelle. We further declare that the aforesaid vessel is under the command of Don Francisco Stock, and that we found her hull in bad condition, wherefore we estimate that the repairs would amount to more than the actual value of the vessel. However, the owner may have it repaired at his own discretion.

(Signed) Lapage Bros.
" Estevan Davis
" Santiago Sirre

La Rochelle, June 28, 1789.

Don Thomas Delaire, Vice-Consul of Spain at La Rochelle, France, certifies that Messrs. Lapage Bros., Estevan Davis, and Diego Sirre are listed as ship builders and carpenters in the official guide and that they are regarded as competent at their trade. In order that this may serve any legal purpose he issues this certificate.

(Signed) Thomas Delaire

June 29, 1789.

That said translation was certified issued and signed by Don Luis Liotau in the City of New Orleans.

DOCUMENT NO. 2424
BOX 57

File #1828)
March 9, 1790)
Judge: Joseph)
de Ortega)
C.C: Pedro)
Pedesclaux)
P. 1 to 10)
Spanish)

CASE OF
GABRIEL FONVERGNE
VS
BENTURA BAYHI

Plaintiff, a resident of this City, through Don Filipe Guinault, Public Proctor petitioned the Court, alleging that as evidenced by the defendant's promissory note and the invoice duly presented, defendant is indebted to him for the sum of 583 pesos and 3 reales, for Wine sold to defendant.

Wherefore, the plaintiff begged the Court to have defendant, declare under oath whether or not he owed the said sum and whether the signature at the foot of the promissory note was his own.

(Signed:)

G. Fonvergne
" Felipe Guinault

NOTE:

As per preceding decree of Don Juan Ventura Morales, dated January 7, 1791. The Court Clerk detached the said promissory note from Folio #1 and delivered to the interested party.

The Court granted the above petition.

(Signed:)

Ortega

On the 10th of March, the Court ordered the Clerk of Court to call upon the defendant and to take his declaration under oath, and he informed the Clerk that the signature affixed to said account is his and

DOCUMENT NO. 2424
BOX 57

also owed the said sum claimed by plaintiff, and that he was 43 years old on above date.

(Signed:)

Bentura Bayhi

" Pedro Pedesclaux

Following the above declaration the plaintiff petitioned the Court to issue a writ of seizure against all the properties of the defendant; in order to collect his claim.

(Signed:)

Felipe Guinault

" G. Ponvergne

On the 4th of December, the defendant appeared in Court and under oath declared that he only owed a balance of 160 pesos and 4 reales.

(Signed:)

Buenaventura Bayhi

" Pedro Pedesclaux.

The Court ordered the defendant to pay the said sum within three days, warning him that if he failed to do so his property would be attached until said sum was paid.

(Signed:)

Josef de Ortega

The Chief Constable, informed the Court that the defendant had paid the plaintiff the sum of 160 pesos and 4 reales.

(Signed:)

J.B. Combelle

Before me,

Pedro Pedesclaux

The Court ordered Don Luis Liotau to appraise the costs of Court and that same be paid by the defendant.

(Signed:)

Luis Liotau

The costs amounted to 14 pesos 5 reales.

File #1815)	
March 9, 1790	)	TRANSLATION OF THE TESTAMENT
Judge:	)	OF DON LUIS DUTESNE, FROM
Estevan Miro	)	THE SPANISH LANGUAGE TO THE
C.C: Pedro	)	FRENCH LANGUAGE.
Pedesclaux)	
P. 1 to 6)	
Spanish and)	
French)	

Dona Rosalia Carlota Barre, a resident of the City, widow by second marriage to Don Luis Dutisne, Captain in the service of His Majesty, petitioned the Court alleging that as evidenced by the testament duly presented, she is the sole universal heiress of all the property left by her decedent husband Don Luis Dutisne, and as all the properties left by her husband were in Quebec where only French is spoken and as said testament was written in Spanish, she begged the Court that it be translated into French by Don Fernando Rodriguez who knew both languages.

(Signed)

Widow Dustine.

The Court granted the above petition.

(Signed)

Miro

" Postigo

The Court ordered that said testament be translated by Don Fernando Rodriguez, as requested.

(Signed)

Miro

" Postigo.

The will follows:

WILL

Louis Dutisne, Jr., Lieutenant of Infantry, native of St. Louis of Illinois. Son of Louis Dutisne, Captain of Infantry, and Dame Therese Nedaud, both natives of Quebec, Canada, declares to be married to Dame Rosalie Charlotte Barre, widow of Francois Bossie, having no children born to his said marriage, which contract of marriage was passed before Alexandre De Clouete, Commander of the Post of Atacapas and Opelousas on May 8th, 1783. He also declares to have neither debts nor credits, and appoints his said wife Testamentary Executrix. He orders that at his death 75 cents be given as charity to the Holy Jerusalem Church, for the redemption of captives, which amount will be applied to 3 masses in behalf of his soul.

He leaves all his present and future property (which is not mentioned at all) to his said wife. New Orleans, November 24, 1789.

Witnesses: Fernando Ybognez
Philippe Guinault
Thomas Gracia

Pierre Pedesclaux

Notary

Dona Rosalia Carlota Barre, prayed the Court, to return her the document and translation, and order the Appraiser to tax the costs of Court, which she was willing to pay.

(Signed)

Widow Destine.

The Court ordered Don Luis Liotau, to appraise the cost of Court, which amounted to 4 pesos, 6 reales.

24(a)

L.

File #1863	)	PROCEEDINGS INSTITUTED BY
March 9, 1790	)	DON JAME JORDA
Judge: E. Miro	)	VS
C. C. Pedro	)	DON JOSEPH PREVOST,
Pedesclaux	)	A RESIDENT OF OPELOUSAS,
Spanish)	
Pages 1 to 7	)	IN ORDER TO COLLECT A DEBT.

Plaintiff, merchant and resident of the City of New Orleans, petitioned the court alleging that as evidenced by a copy of a deed of sale with mortgage, he duly presented, Don Joseph Prevost, a resident of the Post of Opelousas, is indebted to him in the past due sum of six hundred and twenty (620) pesos of Mexican coinage, originated from the purchase of two small bush negroes made by the defendant and although he has requested its payment to said defendant, he has failed to do so.

Wherefore, he begged the Court to issue a writ of attachment to Don Nicolas Forstal, Commander of the Post of Opelousas, to request the said defendant the payment of 620 pesos, and in default thereof to attach from said defendant sufficient property to cover his debt and costs for those proceedings and 1/10 of and specially the two small negroes.

The plaintiff further declared that in case of insolvency, to place the writ of attachment on the properties of Don Pedro Nezat, a resident of said Post, his bondsman and to request him to pay the balance of said account.

(Signed) Jame Jorda.

DOCUMENT #2426

The Court took cognizance of the presentation of said deed of sale and ordered the said clerk to send all the copies of the proceedings to Don Nicolas Forstal, Commander of the Post of Opelousas, instructing him to seize properties that are mortgaged and also to make the customary announcement, and to pay to the present Clerk of Court the cost of the proceedings, 10rrs. in Opelousas.

(Signed) Estevan Miro
" Postigo

The Court orders the official appraiser, Louis Liotau to appraise the cost of Court, which amounted to 9 pesos, $\frac{1}{2}$ real.

#23A/0.

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File #184)	
March 10, 1790)	PROCEEDINGS INSTITUTED BY
Judge)	BARBARA, FREE MULATRESS, IN
Estevan Miro	)	ORDER TO OBTAIN THE FREEDOM OF
CC: Rafael	)	HER DAUGHTER NAMED MARIA LUISA,
Perdomo	)	A SLAVE OF DON FRANCISCO MON-
P 1 to 10	)	TREUIL.
Spanish)	

Barbara, Free Mulatress, petitioned the Court, alleging that she wished to purchase, from Don Francisco Roberto Montreuil, the freedom of her daughter, Maria Luisa, age 13. Wherefore she begged the Court to order the appraisal of her daughter and declared that she will appoint Don Vicente Fangui, as her appraiser and that Don Francisco Montreuil appoint one on his side.

(No Signature)

The Court ordered that Don Francisco Montreuil appoint his appraiser.

(Signed) Miro
(Signed) Postigo

Don Vicente Fangui accepted.

(Signed) Vicente Fangui
(Signed) Rafael Perdomo

Don Francisco Montreuil, Lieutenant of the Regiment of Infantry of New Orleans acknowledged receipt of notice to appoint an appraiser and appointed Don Beltran Gravier.

(Signed) F. Montreuil

The Court granted the above petition.

(Signed) Miro

(Signed) Postigo

Beltran Gravier, accepted the appointment made by the Court.

(Signed) Beltran Gravier

(Signed) Rafael Perdomo

Don Fangui appraised the said negress at 400 pesos, and Don Gravier at 800 pesos, in view of which the Court appointed Don Joseph Conand as appraiser of the said slave.

(Signed) Beltran Gravier (Signed) Vicente Fangui

(Signed) Rafael Perdomo

Joseph Conand, accepted the appointment and appraised the said slave for the sum of 650 pesos.

(Signed) Miro

(Signed) Joseph Conand

(Signed) Rafael Perdomo

Barbara, Free Mulattress, informed the Court that her daughter had been appraised for the sum of 650 pesos, which sum she paid. Wherefore she begged the Court that a letter of freedom be given to her.

(No Signature)

The Court granted the above petition.

(Signed) Miro

(Signed) Postigo

Petitioner informed the Court that she had paid to the Clerk of Court the sum of 650 pesos, and that her daughter had not been set free as the owner was out of the city and his wife refused

(DOCUMENT NO. 2427)

(Cont'd.)

to grant her freedom, and begged the Court to Commission the Chief Constable to call at owner's house and release her daughter.

(No Signature)

The Court granted the above petition.

(Signed) Miro

(Signed) Postigo

The cost of Court amounted to 27 pesos and 1/2 real.

24 a J.

DOCUMENT NO. 2428
BOX 57

File #1337)
Mar. 10, 1790) ESTEVAN BIDOL (SIGNS ETIENNE BIDOUT)
Judge: Miro) VS
C.C: Pedro) DON PERRET,
Pedesclaux) IN ORDER TO COLLECT A DEBT.
Spanish)
Pages 1/4)

Don Etienne Bidaut, resident of New Orleans, through his Attorney Don Felipe Guinault, petitioned the Court, alleging that as evidenced by the promissory note he duly presented Don Perret, a resident of the Post of Iberville, is indebted to him in the past due sum of 295 pesos, and although on various occasions he has requested payment, but to no avail. Wherefore, he begged the Court to issue a warrant to Don Nicolas Verbois, Commander of the Post Iberville, to be served on Don Perret, including a copy of these proceedings, promissory note, etc., and that said Commander order Perret to verify his signature and acknowledge said debt and after this is done to enforce the law and seize sufficient property to cover the sum due and costs of Court.

(Signed:)

Guinault

" Etienne Bidout.

The Court took cognizance of the presentation of the promissory note, and decreed as petitioned by petitioner.

(Signed:)

Miro.

This record does not show the outcome of this case.

File #39)
March 11, 1790)
Judge: Andres)
Almonester)
C.C: Rafael)
Perdomo)
Spanish and)
French)
Page 1 to 27)

PROCEEDINGS INSTITUTED BY
DON THOMAS DURNFORD
VS.
DON LOUIS LALANNE,
IN ORDER TO COLLECT A DEBT.

Don Thomas Durnfor, resident of New Orleans, thru the public procurator, petitioned the Court, alleging that as evidenced by the past due promissory note written in French, the defendant is indebted to him in the sum of 400 pesos, and although on various occasions he has tried to collect said sum, the defendant has failed to comply with the request.

Promissory note, in French, as follows:

I will pay to the order of Mr. Thomas Durnford, the sum of 400 gourdes in silver, at any time in February in the year 1789, for the value received in merchandise, at New Orleans on the 31st July-1789.

Wherefore, he petitioned to have the defendant depose whether he owes said sum and whether the signature at the foot of the promissory note is his own.

(Signed) Guinault
Thomas Durnford.

DOC. NO. 2429

BOX 58

The Court granted petitioner's prayer.

(Signed) Almonester.

On March 17th, 1790, the defendant, resident of the City of New Orleans, native of Toulouse, France, acknowledged his signature and his indebtedness to the plaintiff.

(Signed) Felipe Guinault
Thomas Durnford

The Court issued the writ of execution against Don Louis Lalanne as prayed by plaintiff.

(Signed) Almonester
" Postigo

Don Nicolas Formentin, deputy sheriff, informed the Court of having seized two slaves, Rosalia and Cupid, belonging to defendant and placed them in the custody of the general depository.

(Signed) Antonio Rodriguez
" Nicolas Formentin
" Rafael Perdomo

Dona Maria Reine, legal wife of Louis Lalanne, resident of the City of New Orleans, as intervener, declares that one of said negroes (Rosalia) formed part of her dowry and that her whole paraphernal properties amounted to 2314 pesos, wherefore, she begged the Court to lift the seizure from the said slaves on the ground that the value of both slaves

DOC. NO. 2429
BOX 58

would not suffice to cover the dowry, and to order the plaintiff to bring action against her husband's properties and not her own.

(Signed) Marie Jean,
wife of Lalanne.

The above petition was granted after Dona Maria Reine proved her allegations with a certified copy of the deed of partition of the estate of her father, the seizure having been lifted by decree of the Court, dated April 21, 1790, and the plaintiff notified thereof on the same day.

The record shows that following the Court decree, of May 6 of same year, the plaintiff filed a petition informing the Court that he had reached an agreement with the defendant whereby the latter was granted an extension of time to pay his debt. The plaintiff therefore asked the Court to return the promissory note to the defendant as he had executed a new one in his favor, and that the costs of Court be taxed and charged to said defendant.

The record ends with the taxation of costs which amounted to 22 pesos and 6 reales, made and signed by Don Luis Liotau, who wrote a note at the foot thereof explaining that charges for the seizure recorded on page six had not been included because of lack of funds to pay the creditors as provided by the Royal Tariff. It also bears an unsigned note stating that the costs had not been paid.

23(a)

o.

DOCUMENT NO. 2430
BOX 57

12
File #1861)
March 11,)
1790)
Judge: Don)
Estevan)
Miro)
C.C: Don)
Pedro)
Pedesclaux)
Pages 1/3)
French)
and Spanish)

CASE OF
DON JAYME JORDA
VS
DON MATHURIN LE BLANC

EXHIBIT:

I, Mathurin Le Blanc, under my ordinary mark, and in the presence of the undersigned witnesses promise to pay to the order of Mr. Peytavin, during the current year of 1789, the sum of 550 piastres value received, to cover purchase price of negress which I sold and delivered to him at my plantation on December 24, 1788.

His Mark
X
Mathurin Le Blanc

(Signed:)
" Auguste Verret
" B. Verret

Pay to the order of Jacques Jorda & Company for value received in cash from said Sieur. New Orleans, May 11, 1789.

(Signed:)
Peytavin

A true copy of the original.

New Orleans, March 12, 1790.

(Signed:)

Pedro Pedesclaux.

NOTE:

Said Exhibit written in French, not translated by the Spanish Court.

PETITION:

Don Jayme Jorda, merchant and resident of New Orleans, petitioned the Court alleging that as evidenced by the promissory note duly presented, defendant is indebted to him the past due sum of 550 pesos, and that he has requested defendant to pay said sum on various occasions to no avail.

Wherefore petitioner begged the Court to order the issuance of a warrant to Don Miguel Cantrel, Commander of the Coast of Acadia, to compel defendant, who resides in his district, to appear and verify his ordinary mark at the foot of said note, and to declare if he is indebted to petitioner the said 550 pesos, and if defendant's declarations prove petitioner's allegations to seize sufficient property to cover said debt and court costs, and that in case the said seized property does not bring at auction at least two-thirds of its appraised value, in that case to order the said Commander to send said property to be placed in the custody of the General Depository, to be sold at auction by local authorities.

Furthermore: Petitioner requested that the present Court Clerk register officially the said note.

COURT DECREE:

The Court approved petitioner's prayers in their entirety.

DOCUMENT NO. 2431
BOX 58

File #163)
March 12, 1790)
to 1792)
Judge: Estevan)
Miro and)
Francisco Baron)
de Carondelet)
C. C: Rafael)
Perdomo and)
Carlos Ximenez)
Pages 1 to 70)
Spanish)

LIST OF PROPERTY CEDED BY
DON SIMON DUCORNEAUX IN
FAVOR OF HIS CREDITORS

Don Simon Ducorneaux, a resident of the City, petitioned the Court alleging that Don Daniel Clark and Don Juan Landier had instituted proceedings to recover certain amounts he owed them, and that being he had several other creditors whose names appeared in the sworn statement he presented and who had refused to grant him an extension of time to pay he would be unable to meet their credits on maturity owing to the fact that he had sustained many losses. Wherefore, in order that all of his creditors would be paid in accordance with the privilege and priority of their claims and to the extent of the value of his properties which appear listed in another sworn statement presented to the Court, in exercising of the rights granted him by the laws, he ceded all of his said properties in favor of his creditors who he asked be notified thereof in order that they may appear to file their claims. He also prayed that records of this proceedings be annexed to those of the proceedings filed against him by Don Daniel Clark and Don Juan Landier.

A financial statement made by the petitioner showing he owed his Creditors the following sums.

DOCUMENT NO. 2431
(Cont'd.)

	PESOS	REALES
Dona Maria Ray Villere for her dowry	4428	1
Don Latour, for an obligation the sum of	1400	
Don Rixner " " " " " "	1123	
Don Dt. Clark for an obligation the sum of	1154	
To Lavirgne and Landier " " "	470	
*Madam Lavergne		
To Madere and Strother " " "	292	
Don Bautila Wiltz " " "	120	
Don Dumousscau " " "	302	
Don Carlos Latour	140	
To Madam Besson	60	
Don Antonio Paturil	50	
Total	10142	1

*NOTE: On Page 17 appears a deposition made by Don Pedro Lavergne, representing his wife's interest wherein she sold to Don Joseph Pontalva her interest in the indebtedness of the negress Victoria and her two daughters, amounting to 603 pesos.

The statement made of his property is the following:

One house measures 20 arpents frontage and 40 depth.

One house measures 30 feet long by 15 feet width and 18 slaves.

(Signed) Du Caurnaux.

The Court ordered that all the Creditors be informed of this proceeding and the Clerk of Court informed all the Creditors.

(Signed) Miro
" Postigo
" Perdoma.

DOCUMENT NO. 2431
(Cont'd.)

Petitioners, informed the Court that in order to avoid the high cost of Court that all his property be transferred to Don. Beltran Gravier merchant of this City until the act of sale be made and all the property be disposed of.

(Signed) Du Caurnaux.

The Court was informed of the above petition.

(Signed) Perdomo.

Petitioner stated that as none of his Creditors had appeared, that the said property be sold for cash in order to pay his Creditors.

(Signed) S. Du Caurnaux.

The Court again notified all the Creditors.

(Signed) Perdomo.

Power of Attorney given to Antonio Mendez, in order to collect the said sum in favor of Santiago Rixner.

(Signed) Pedro Pedesclaux.

Antonio Mendez Attorney for Rixner, petitioned the Court, alleging that the said sum of pesos owed to his client be paid to him.

(Signed) Antonio Mendez.

The Court ordered that all the Creditors be informed again of the proceedings.

(Signed) Miro
" Postigo
" Perdomo.

DOCUMENT NO. 2431
(Cont'd.)

The Creditors of the petitioner appeared and stated that as the petitioner had left all his property to them in order to collect their claims they appoint Don Daniel Clark as Syndic, in order to proceed with the act of sale of said property. Wherefore, they begged the Court to accept the said appointment.

(Signed)

Daniel Clark, Antonio Mendez, as attorneys for Rixner; Mather and Strother, Laudier, B. Wiltz, L. Lavergne.

Dona Maria Vellere, legitimate wife of Don Simon Ducournaux, petitions the court, alleging that her dowry before her marriage with Ducournaux consisted of 4428 pesos, 1 real, as follows: 3673 pesos, 1 real in cash and 700 pesos for a negress named Genoveva and 55 pesos, also in cash as evidenced by the documents presented by her husband. Wherefore she begged the Court that the said 4428 pesos 1 real, be paid to her out of the proceeds of said property.

(Signed)

Maria Roy Vellere Ducononeaux.

The petitioner's claim shall be considered in due time.

(Signed)

Miro
" Postigo.

The creditors have been notified that the petition made by petitioner in favor of the Creditors has been approved. The Court orders that said petitioner

DOCUMENT NO. 2431
(Cont'd.)

not be molested, appointing Don Antonio Mendez as attorney for the petitioner.

(Signed:)

Estevan Miro
" Postigo.

Don Antonio Mendez, attorney accepted the appointment made by the Court.

(Signed:)

Antonio Mendez
" Francisco Carcasser
" Rafael Perdomo.

Dona Maria Roy Villere, wife of Don Simon Ducournaux, petitioned the Court alleging that she needed money in order to take care of herself and slaves. Wherefore, she begged the Court to proceed with the sale of her husband's property, in order to obtain some money.

(Signed)

Maria Roy Villere Ducournaux.

The Court declared the above petition out of order and therefore denied it until the petitioner had complied with certain requisites pertaining to the case as provided by law.

(Signed:)

Miro
" Postigo.

The Court again notified all the Creditors, of the above petition.

(Signed:)

Perdomo.

DOCUMENT NO. 2431
(Cont'd.)

Dona Maria Roy Villere, again petitioned the Court alleging that she had asked the Court to sell the property of her husband but this has been ignored by the Court Clerk, Perdomo. Wherefore she begged the Court to appoint another attorney but not Don Manuel Serrano, in order to carry this out. Therefore, she presented two more documents so that the Clerk of Court may examine same.

(Signed:)

Maria Roy Villere Ducournaux.

The Court ordered that the Attorney Don Josep de Ortega be appointed.

(Signed)

Miro

" Postigo.

On 28th, of May 1790 the Court notified all the Creditors of the above petition.

(Signed:)

Perdomo.

On the 7th of June 1790 Don Josep de Ortega accepted the appointment made by the Court.

(Signed:)

Ortega - Attorney

" Perdomo.

The Court ordered that the other creditors be notified of the appointment of David Clark as Syndic of this case and that the claim of each creditor be separated in order that the Court may decide in accordance

DOCUMENT NO. 2431
(Cont'd.)

with each claim.

(Signed:)

Miro
" Postigo
" Ortega.

Don Daniel Clark, informed the Court that all absentee creditors had been notified, but as none had replied to this he begged the Court to proceed with the case.

(Signed:)

Daniel Clark
" Andres Armesto
" Postigo
" Ortega.

On Jan. 5, 1791 Don Estevan Miro and all the creditors appeared in Court in order to hear the statement made by Dona Maria Roy Villere, wherein she asked that 6 years of extension of time be given to her in order to pay all the creditors. The Court granted her the extension of time she requested.

(Signed:)

Miro
" Ortega
" Ramos
" Carlos Ximenez.

The cost of the proceedings amounted to 108 pesos, 6 reales.

Don Carlos Ximenez, Clerk of Court informed that 8 months had elapsed and the petitioner had not paid the costs of the above proceedings. Wherefore he

DOCUMENT NO. 2431
(Cont'd.)

begged the Court issue a writ of attachment against a slave of the petitioner, in order to satisfy the costs of Court.

(Signed:)

Carlos Ximenez.

The Court granted the above petition and the said slave was appraised for the sum of 300 pesos.

(Signed:)

Miro.

On the 23, of Feb. 1792, the said slave was sold for the sum of 241 pesos; wherefore the Clerk of Court asked that from the said sum the costs of all the proceedings be paid.

(Signed:)

Carlos Ximenez.

The costs of the proceedings amounted to 56 pesos, 5 reales.

DOCUMENT #2432
BOX 58

File #1822)
March 12, 1790)
Judge: E. Miro)
C. C: Pedro)
Pedesclaux)
Spanish)
Pages 1 to 13)

PROCEEDINGS INSTITUTED BY DON
AGRICOLE FUSELIER DE LA CLAIRE
IN ORDER TO OBTAIN A WRIT OF
ATTACHMENT TO FIND OUT ABOUT
THE ESTATE OF HIS DECEASED
FATHER.

Don Agricole Fuselier De la Claire, thru his agent, Don Santiago Felipe Guinault, petitioned the Court, alleging that he had learned that his father Don Gabriel Fuselier De la Claire, married in second nuptials to Madame Soileau his step-mother, had died in the kingdom of France, and wishing to prove his rights, he begged the Court to issue a writ of attachment to Don Jph. Bahamond, Commander of the Post of Baton Rouge, and residence of his step-mother in order to proceed to the appraisal and inventory of the properties of his deceased father and that his said step-mother declare if there are any more properties belonging to his said father to be inventoried, and after doing so that said inventories and properties be sent to New Orleans.

(Signed) Guinault

The Court took cognizance of the power-of-attorney and issued the said writ of attachment as requested by the petitioner, including therewith copies of the proceedings and fees of the counsellor, 12 reales.

(Signed) Miro
" Postigo

Don Agricole Fuselier De la Claire further petitioned the Court, alleging that in view that his first power-of-attorney has been rejected, that he is

submitting new power-of-attorney granted to Don Christoval De Armas, who hereby petitioned the Court for the purpose of settling the properties of his deceased father, Don Gabriel Fuselier De la Claire, and that having learned that writ of execution granted by this court and a copy of the records of the proceedings had been returned to New Orleans, and now in possession of Don Carlos Ximenes, Government Clerk and Administrator of Public Affairs.

Therefore he begged the Court to order that said writ be attached to this new power-of-attorney and notified when completed in order to continue this action.

(Signed) Christoval De Armas.

The Court after having examined the records of the proceedings found unnecessary the sending of the warrant to the said Commander of the Post of Baton Rouge, because said inventories had been already concluded and which was presented in this office, by Don Rafael Perdomo, the Notary Public, and the Court ordered the costs be paid by the petitioner.

(Signed) E. Miro.

File #1870)	
March 12, 1790	)	PROCEEDINGS INSTITUTED BY
Judge: Estevan	)	GABRIEL LORIAU, A MULATTO SLAVE,
Miro	)	IN ORDER TO OBTAIN HIS FREEDOM.
C. C: Pedro)	
Pedesclaux)	
Pages 1 to 19)	
Spanish)	
)	
)	

Gabriel Loriau, a mulatto slave, through his agent, Don Bernardo Molina, declares that he is a natural son of the late Don Pedro Loriau, born of his mother, the late Perina, a slave of his said father, who he later freed; that two inventories were taken of his said father's estate, one at the time he contracted matrimony in second nuptials to Dona Maria Haydel, and again after his demise, and that he was not included in either one, which facts prove his freedom although his said Father had neglected to legalize it.

Therefore, he begged the Court to order Don Santiago Masicot, Commander of the Coast of Des Allemands, to certify to the said allegations, also if it is not true, that the heirs of said succession met to grant him a certificate of freedom, but was not done, because they were advised that it was a legal matter and therefore, they would have to consult with Your Lordship's legal councillor, as well as with the following persons: Dona Maria Haydel, widow of decedent, Don Jose Zamora, Administrator of the Royal Revenues, and his wife by second marriage, Dona Angela Loriau, legal daughter of my deceased father, and to have the above persons depose said facts and that copy of their depositions be furnished to petitioner to use as it is of Justice. Furthermore; petitioner is aware that by

(Doc. #2433)

Cont'd.

orders of Your Lordship there will be public auction of the properties of said succession, and he fears that his person will be included as property of said succession.

Therefore, he begged the Court to issue a copy of this petition and the Court's decree and to forward same to the said Commander of said Post.

(Signed) Bernard Molina.

The Court took cognizance of the presentation of said special power of attorney and ordered Don Santiago Masicot, of the Coast of Des Allemands, to take deposition of all the interested parties, that are mentioned in the above proceedings, and to return copies to the Court.

(Signed) Miro
" Postigo

In the City of New Orleans, March 26, 1790.

The Clerk of Court called at the home of Don Joseph Zamora, and took his deposition wherein he declared that it is true that he is married to the legitimate daughter of the late Don Pedro Loriau and that decedent often stated that the mulatto Gabriel Loriau was his natural son and heard that Dona Maria Haydel, wife of deceased Pedro Loriau, spoke in the same terms; Dona Angela Loriau, his wife, always claimed the said Gabriel, as her half natural brother, and though she is an heir to said succession, she has never claimed any rights to the said mulatto, and further deposed that he was present representing his wife's interest at the inventory made of decedent's properties, and that he was 26 years on above date.

(Signed) Jose Zamora

(Doc. #2433)

Cont'd.

On the same date as above, the Court Clerk received the deposition of Donna Angelique Loriau, who deposed identically the same declaration as Don Jose Zamora, her husband, deponent declared to be 19 years on the above date.

(Signed) Angelique Lorient

Gabriel Loriau thru his agent again petitioned the Court, and stated that Don Santiago Masicot, at present is residing in New Orleans, and did not comply with the said warrant.

(Signed) Bernard Molina

In the city of New Orleans, on April 23rd, the present Court Clerk called at the home of Don Santiago Masicot in accordance with a proceedings decreed, and received his deposition, deponent stated that it is true that the inventory of the property of decedent taken when he married for the second time did not include the said mulatto Gabriel Loriau, and does not know why but that said mulatto was included in the second inventory, and that deponent notified Your Lordship's Councillor, and, since he did receive a reply, he included the said mulatto in said inventory, and that decedent during his lifetime told deponent that the said mulatto was not free, and that he would be kept in slavery as punishment for some offense committed. Deponent further stated that he had summoned Madame Maria Haydel, widow of decedent, to appear and testify before him as per preceding decree, and that he was 52 years old on above date.

(Signed) Jacques Masicot

The record shows that Jose Zamora and his wife, Angelique Lorient Zamora, petitioned the Court,

alleging that decedent had purchased said mulatto from a former owner purposely to free him from slavery, and requested the Court to order a family meeting called of all universal heirs to grant said negro his certificate of freedom, as is humane and legal.

(Signed) Jose Zamora
" Angelique Lorient

The Court ordered notice served on the heirs of decedent.

On July 9, 1790, the Court Clerk served notice on Donna Maria Haydel, widow of Don Pedro Loriau at New Orleans, and was informed that she made her residence in the country.

(This case is incomplete and does not show the outcome of these proceedings or appraisal of court costs.)

23 (a)/J-

File 1807)
March 15, 1790)
Judge: Joseph)
Ortega)
C.C: Pedro)
Pedesclaux)
Spanish and)
French)
Pages 1-6)

PETITION TO PROVE OWNERSHIP
OF NEGRO SLAVE AND ALSO TO
OBTAIN PERMIT TO SELL SAME.

Ursin Durel, resident of the City of New Orleans, petitions the Court to prove the ownership of his negro slave and once this fact is proven, petitioner prays the Court to grant him a permit to sell said slave.

Petitioner, as evidence of his ownership presents the Court with a written statement in which it is mentioned that Sieur Quinola of Guarico (Santo Domingo) has sold to petitioner his negro slave Felix, a wigmaker, on 26th. June 1790, at St. Pierre for the price of 1782 livres in cash. Said note bearing the signature of

(Signed:)

Quinola.

Wherefore, petitioner prays the Court to accept the testimony of witnesses who will swear under oath that said negro Felix belongs to petitioner and that the signature affixed on said written statement is of Sieur Quinola, and the one he uses in all his business transactions.

(Signed)

Ursin Durel.

2434
(Doc. #2431)
Cont'd

On March 15th, 1790 the Court grants petitioner's prayers.

(Signed:)

Pedro Pedesclaux.

On March 22, 1790 appears before the Court Don Manuel Francisco Gallardo, who swears under oath declaring that said negro slave Felix, wigmaker, belongs to petitioner and that signature affixed on written statement made in St. Pierre, June 26th, 1790, is the one of Quinola and the one he uses in all his business transactions.

(Signed:)

Manuel Francisco Gallardo.

On 22, of March 1790, the Court accepts witnesses' statement and grants to petitioner permission to sell said slave.

Cost of Court amounting to 5 pesos, 4 reales, is to be paid by petitioner as per statement presented to the latter by Don Luis Liotaud, on November 29th, 1790

(Signed:)

Luis Liotaud.

J.A./p

Box 58

File #1779)
 March 16, 1790.)
 Judge: Estevan) CASE OF DON CHARLES DE LA CHAISE,
 Miro) PLANTER, IN THE VICINITY OF NEW
 C.C: Don Pedro) ORLEANS, REQUESTING PROOF OF TITLE
 Pedesclaux) TO LAND GRANT.
 Pages 1-5)
 Spanish)

Plaintiff petitions the Court through public procurator Felipe Guinault, asking for land titles for his property named: "La Providence" of 26 $\frac{2}{3}$ arpents frontage, the depth going to the Lake.

Plaintiff prays the Court to accept testimony of witnesses who will declare under oath that said plantation is of his ownership.

(Signed) Carlos Delachaise
 " Felipe Guinault.

The Court granted petitioner's prayer on March 16th 1790.

On March 20, 1790, plaintiff presented to Court two witnesses: Jean Baptiste Degruy, 38 years and Delalande D'Apremont, 48 years, who testified under oath that for the past 20 years or more said plantation has been in the hands of plaintiff and that he has derived full benefit from its product.

(Signed) J. Baptiste Degruy
 " Delalande Dapremont

On March 20th, 1790, the Court accepts

(DOC. #2435)

Cont'd.

the testimony of above witnesses.

(Signed) Estevan Miro
Pedro Pedesclaux

Plaintiff again petitions the Court stating that, as it is now accepted that he is owner of said land he prays the Court to grant him permission to sell said plantation or part of it if he chooses to do so.

(Signed) Carlos Delachaise

On March 23rd, 1790, Court grants petitioner's prayer.

(Signed) Estevan Miro
" Pedro Pedesclaux.

The record does not show amount of cost of Court.

J.A./P

File #1785)
 March 17, 1790)
 Judges: Estevan Miro)
 Baron de Carondelet)
 C.C: Pedro Pedesclaux)
 Spanish)
 Pages 4 - 49)

CASE OF
 SANTIAGO CARRICK
 VS.
 THE SUCCESSION OF THE LATE
 ANTONIO RODRIGUEZ.

NOTE:

On March 17, 1769.

The Court Clerk certifies having removed certain bills from the records of these proceedings, amongst which were 2 receipts that were remitted to Don Santiago Carrick.

(Signed) Pedesclaux.

The plaintiff, a resident of New Orleans, petitions the Court and states that as evidenced by the receipts he duly presents, the succession of the deceased Antonio Rodriguez, who resided at Plaquemines, was indebted to him for the sum of 1314 pesos, wherefore he begs the Court to issue a writ of attachment to the commander of said Post, Don Nicolas Verbois, authorizing him to have Dona Mariana Derdene, the widow of said deceased, to declare whether the signature affixed on said receipts were from her deceased husband and if he was indebted to plaintiff for the sum above mentioned, and in default thereof to enforce the said writ of attachment in order to satisfy said claim.

(Signed) Santiago Carrick.

DOCUMENT #2436
BOX 58

The Court, on March 17, 1790, took cognizance of the presentation of said receipts and ordered Don Estevan de Quinones to translate these receipts from French into Spanish.

(Signed) Miro
Postigo

One receipt dated Dec. 4, 1788, from Plaquemines, shows that the deceased, Antonio Rodriguez, bought from Pedro Sauve, two slaves for the sum of 1050 and promised to pay for them in small installments.

The other receipt shows the purchase of another negro from the same party for the sum of 324 pesos, to be paid on Dec. 1788.

On Feb. 11, Don Pedro Sauve transferred all his credits from Antonio Rodriguez to Santiago Garrick.

(Signed) Estevan de Quinones.

The Court, on March 27, 1790, issues the aforesaid writ of attachment petitioned by the plaintiff.

(Signed) Estevan Miro
Postigo.

The plaintiff begs the Court to enforce the said writ of attachment to said defendant.

DOCUMENT #2436
BOX 57

The Court, on June 22, 1790, orders the commander of Iberville, Don Nicolas Verbois, to request payment from the said widow, and in default thereof to attach whatever property the deceased had and included therewith, the said records, of the proceedings and the original receipts.

(Signed) Estevan Miro

The Clerk of Court, on same date, notifies the said commander of the Dist. of Iberville to state if the aforesaid records and other matters had been received.

(Signed) Pedesclaux

On Nov. 26, 1791, said commander sends the records of the proceedings in New Orleans to be translated from French into Spanish by official translator, Don Juan Joseph Duforrest.

The translation shows that the commander Nicolas Verbois, of the post of Iberville has questioned the said widow, Dona Maria Derdene, upon the authenticity of said receipts issued by her deceased husband, she did not acknowledge the entire sum claimed by the plaintiff, but recognized the signatures affixed on said receipts. The said widow admitted that her husband owed a debt of 732 pesos and declared having no funds, but she brought three slaves for the purpose of having them appraised and sold at public auction and to pay from the proceedings of said sale the debts of her deceased husband. The said public sale brought a total amount of 841 pesos.

(Signed) Juan Joseph Duforest.

DOCUMENT NO. 2436
BOX 57

Said amount was sent to New Orleans and given to the plaintiff by order of the Court of Baron de Carondelet, the plaintiff, then acknowledged receipt of said sum and begged the Court to dismiss the case as his claim had been settled with said widow.

The record is incomplete and does not show further detail.

File 35)
 March 18, 1790)
 Judge: Estevan)
 Miro)
 C.C: Rafael)
 Perdomo)
 Spanish)
 Pages 1 to 6)

PETITION TO PROVE OWNERSHIP
 OF BRIGANTINE "LA ROSA",
 IN ORDER TO SELL SAME.

Petitioner Christobal Badia, a native and resident of New Orleans, petitions the Court to prove the ownership of said vessel, and once this fact is established petitioner wishes a permit from the Court in order to sell same. As copy of act of sale and other important papers had been destroyed by fire, on March 21, 1788, and as evidence of his ownership, petitioner presents a written copy signed by former owner of said vessel, Jean Laudier, merchant and resident of New Orleans who states having sold same to petitioner in the end of the year 1788 for cash amount of 1000 pesos. Petitioner therefore prays the Court to accept said statement and recognize signature affixed at bottom of same.

(Signed) Christobal Badia
 Jean Laudier

On March 8, 1790, the Court grants petitioner's prayers and orders Jean Laudier, to appear into Court and declare under oath that signature affixed on above statement is his own and the one he uses in his business transactions.

(Signed) Rafael Perdomo,
 Court Clerk.

DOCUMENT NO. 2437

Bx 58

Jean Laudier appears into Court declaring under oath that he is 38 years old and that signature affixed on said statement is his own.

On March 20th, 1790, the Court accepts the testimony of Jean Laudier and issues a permit to petitioner to sell said vessel at price that he sees fit to demand.

On March 22nd, 1790, the Court orders Louis Liotau, to present costs of Court to petitioner, said costs amounting to 5 pesos.

This ends these proceedings.

J.A./O.

DOCUMENT NO. 2438
BOX 58

File No. 47)
March 20, 1790)
Judge: Estevan)
Miro)
C.: Rafael)
Perdomo)
Spanish)
Pages 1 to 2)

DECLARATION OF LOUIS TOMASINO
IN REFERENCE TO THE ACCIDENTAL
DROWNING OF A SAILOR CALLED
PEDRO.

In the City of New Orleans, on March 20th, 1790, Luis Tomasino, appeared in Court to make the following declaration:

He was about to leave New Orleans for the Post of Natchitoches, in his pirogue and as he had only the assistance of his 12 year old negro slave, he hired a sailor called Pedro to row him to his destination paying him 14 dollars cash and the balance 6.00 dollars to be paid after arriving to said Post.

Having several matters to settle before leaving he arranged to meet Pedro and his negro slave four miles above the City by the Point.

Arriving at said location at the appointed time and not finding any trace of said pirogue and sailor, he returned to the City. A few minutes later the young slave arrived carrying a bundle of clothes, and explained as follows: Pedro, and the young negro left at midday and as the sailor had been carried midstream by the force of the current the negro boy advised him to follow the shores. The sailor gave a push with his oars and in doing so, fell overboard and was drowned.

The negro boy remarked that said sailor had

DOC. #2438
(Cont'd)

been drinking heavily all morning as he had a whiskey flask and carried same flask to his mouth every minute.

As the negro boy could not row, the skiff drifted for several hours carried by the swift current, until 2 negroes crossing the river in a skiff picked him up and brought him to his master in New Orleans.

A sack with 2 breads and other bundles had dropped out of the pirogue as it turned with a jerk throwing into the muddy water the cargo and the sailor.

Louis Tomasino, declares stating the truth under oath and not able to sign his name as he did not know how to write, however, he mentions that he is 43 years old.

(Signed:)

Miro - Judge
Rafael Perdomo
Court Clerk.

J.A./p

File No. 50	)	PROCEEDINGS INSTITUTED BY DONA
March 20, 1790	)	MARIA ROY VILLERE
Judge: Estevan	)	IN ORDER TO RECOVER HER DOWRY
Miro	)	FROM HER HUSBAND'S PROPERTY.
C.C.: Rafael)	
Perdomo)	
Pages 1 to 9)	
<u>Spanish</u>)	

Power of Attorney given to Don Santiago Felipe Guinault, by Dona Maria Roy Villere, in order to collect her dowry from the property of her husband, Don Simon Ducorneaux, ceded to his creditors.

Petitioner informed the Court that she has been notified that her husband ceded all his property to his creditors. Wherefore she presented her marriage contract showing that she is legitimate wife of Don Simon Ducourneaux and that her dowry before her marriage consisted of 4483 pesos. Wherefore she petitions the Court, alleging that she has first privilege to the property, and she begged the Court that said property be sold in order that her claim be paid before the other creditors.

It appears that on 22 of November, 1788, her husband received in the presence of witnesses the sum of 4423 pesos and 1 real, 3673 pesos and 1 real in cash, a negress named Genova, valued at 700 pesos, also 55 pesos in cash, all of which was left to her by Don Pedro Darensbourg, the witnesses were Don Honorato Lachaise de la Nobliere Alfonso Perriet and Francisco Joseph de Thomer, residents of Allemants.

The Court ordered that all Creditors be informed of these proceedings.

(Doc. #2439)
cont'd.

Petitioner requested the Court that the document she presented be returned to her which the Court granted.

The cost of the proceedings amounted to 8 pesos, 4 reales.

(Signed) Estevan Miro
" Rafael Perdomo
" Santiago Felipe Guinault
" Estevan de Quinones
" Maria Roy Villere Ducorneaux
" Luis Liotau.

24 (a)/J -

DOCUMENT NO. 2440
BOX 58

File #52)
March 20, 1790) PROCEEDINGS INSTITUTED BY
Judge: Estevan) DON JUAN BAUTISTA WILTZ
Miro) VERSUS
C. C: Rafael) THE PROPERTY CEDED BY
Perdomo) DON SIMON DUCORNEAUX TO
Pages 1 to 2) HIS CREDITORS.
Spanish)
_____)

Don Juan Bautista Wiltz, a resident of this City, petitioned the Court alleging that as evidenced by the promissory note duly presented the defendant is indebted to him in the sum of 120 pesos, as his salary. Wherefore, he begged the Court to order the defendant to appear and state if the signature affixed to the said promissory note were his and if he owed the said sum to the plaintiff.

(Signed) Juan Bautista Wiltz

The petition was granted.

(Signed) Miro
" Postigo

The defendant appeared in Court and acknowledged his signature and declared that he owed the plaintiff the aforesaid sum.

(Signed) Simon Ducorneaux

The cost of Court amounted to 2 pesos
6 reales.

NOTE: Folios 6, 8 were detached from the original.

(Signed) Perdomo

File #235	)	INCIDENTAL PROCEEDINGS
March 21, 1790)		TO THE SUCCESSION OF
Judge: Miro	)	DON JUAN BTA. PICOU,
C.C: Rafael	)	INSTITUTED BY DON NICOLAS PICOU,
Perdomp	)	BROTHER AND TUTOR OF
Spanish	)	DECEASED MINOR CHILDREN
Pages 1 to 15	)	VERSUS
	)	DON JUAN DUPUY,
	)	IN ORDER TO COLLECT
	)	A SUM OF PESOS.

Don Nicolas Picou, Testamentary Executor of the succession of the deceased Juan Bta. Picou, his brother and the tutor of his five minor children as evidenced by the last will of the deceased, that he duly presents, declares that he knows that Don Antonio Paytavin as Attorney of Dona Maria Magdalena Loriod, widow of said deceased, claims the collection of 1770 pesos owed by Juan Dupuy to said succession.

Petitioner then alleges that since he is invested with the power of Testamentary Executor of the aforesaid succession that he is entitled to said collection in order to distribute it to the widow and the deceased's minor children.

Wherefore, petitioner begs the Court to order the seizure of said sum until he has presented the accounts of the properties and partition of same to the corresponding parties.

No Sig.

Petition granted.

(Signed) Miro
" Postigo

DOCUMENT NO. 2447
Cont'd.

Excerpts from the will of the late Jean Baptiste Picou shows that the deceased a native of New Orleans, and legitimate son of Urbain Picou and Marie Josepha Larusiau (Larusian) Picou, the former native of Brest, France and the latter of Eré, France, and after having contracted matrimony with Dona Marie Magdalene Lordie (Lorrote, or Lorrott,) 17 years ago, at Bayou LaFourche, which would be in the year 1773 had the following children: Marie 12 years old, Jean Baptiste Jr. 10 years old, Victoria Melanie, 4 years old, Zenon, 3 years old and Francois Ethelbert Picou 1 year old.

The record shows that deceased J. Bapt. Picou was indebted in various sums and was creditor of several outstanding accounts: his property consisted of arpents of land located at St. Charles de Allemands adjoining the properties of Henniquez and Joseph Puhof, formerly belonging to Jacques (Santiago) and Michel Leche, and acquired from them thru a purchase. He therefore named Don Nicolas Picou, his only brother as Testamentary Executor and his said wife as Curatrix-ad-bona of his minor children. The will was drawn in New Orleans on Dec. 29, 1765.

Don Nicolas Picou, again petitioned the Court in order to obtain the collection of 1,770 pesos, from Juan Dupuy as product of a public sale of the plantation left by the decedent at St. Charles des Allemands. Said sale was made before Don Maurice O'Connor, Commander of said Post.

No. Sig.

The Court takes cognizance of the above petition and orders official notifications to the interested parties.

DOCUMENT NO. 2447
Cont'd.

The case is incomplete and does not show the outcome, nor the costs of courts.

23(a)r

File 37)	
March 22, 1790)	
Judge: Estevan)	
Miro	)	PROCEEDINGS INSTITUTED BY
C.C: Rafael	)	THOMAS HOSPODEN IN ORDER TO
Perdomo	)	OBTAIN A MORATORIUM TO SETTLE
Spanish	)	HIS DEBTS.
Pages 1 to 4)	

Petitioner, a resident of New Orleans and owner of a plantation in the Opelousas, petitions the Court, through his attorney Antonio Mendez for an extension of time to settle his debts, amounting to 1275 pesos.

As evidenced of said indebtedness petitioner presents a financial statement with names and amount due to each creditor.

As petitioner expects to collect a certain amount of money in a few months, he feels certain to clear his debts in a year. He therefore prays the Court to grant him a moratorium and to inform his creditors of this fact. Petitioner swears under oath that total amount of debt mentioned in financial statement is correct and informs the Court that he is ready to pay cost of courts and all other necessary expenses pertaining to the petition.

(Signed:)

Hosspoden

"

Antonio Mendez.

On March 20, 1790, the Courts granted petitioners prayers and informed said creditors of extension of time granted to petitioner.

(CONT'D.)

Signed:)

Estevan Miro - Judge
Rafael Perdomo - C. Clerk

Alexander Baure, one of petitioner's creditors, upon receiving notice from the Court regarding said moratorium, informs the Court that he cannot and will not wait a year for payment due to him by petitioner, because the latter bought jewelry from him and there is no reason that prevents petitioner from selling said jewelry and with money secured from said sale to settle his debts.

(Signed:)

A. Baure
" Perdomo
C. Clerk.

On same date, Pedro Bertoniere upon receiving notice from the Court regarding extension of time granted to petitioner informs the Court that he will comply to orders received and will wait one year before collecting the money due him by petitioner.

(Signed:)

Pedro Bertoniere
" Perdomo
C. Clerk.

The record is incomplete and does not show the attitude of the other creditors regarding said moratorium nor the cost of Court to be paid by petitioner.

J.A./p

File #2015)
March 22, 1790 to '94)
Judge: Joseph de)
Ortega)
C.C: Pedro)
Pedesclaux)
Pages 1/30)
Spanish)

CASE OF
JOSEF WILTZ
VS.
(A FREED NEGRO NAMED COLAS).

Don Joseph Wiltz, a resident of this City, petitioned the Court, alleging that as evidenced by the Public deed he duly presented, the defendant owed him the sum of 500 pesos, value of slave, whom he sold to the defendant and as he tried on various occasions to collect said sum from the defendant and failed to do so, he therefore begged the Court to issue instructions to seize enough property of the defendant to cover said claim.

(Signed) Joseph Wiltz.

The Court granted the petitioner's prayer and ordered that said defendant be notified to pay that sum in three days, if not to seize the defendant's property in order to collect said claim.

(Signed) Ortega.

Power of Attorney given by the plaintiff to Don Santiago Phelipe Guinault, in order to carry out all his affairs.

(Signed) Joseph Wiltz
" Pedro Pedesclaux

DOC. NO. 2442
BOX 58

The plaintiff, informed the Court to authorize an official to call at defendant's house and notify him that he must pay said sum within three days.

(Signed) Felipe Guinault

The Court granted the above petition.

(Signed) Ortega

On the 7th of April, the Chief Constable informed the Court that he had called on the defendant, who stated that he will come to the City within a few days in order to answer the plaintiff's petition.

(Signed) N. Fromentin
" Pedro Pedesclaux

As defendant failed to appear at appointed time the Court ordered a writ of seizure issued against the defendant's property in order to satisfy the claim.

(Signed) Josef de Ortega

By order of the Court, the Chief Constable called at the house of the defendant and seized a negro slave named Santiago, age 26, was placed in jail for safe keeping until the said payment would be made.

(Signed) Joseph Valler
Pedro Pedesclaux

DOC. NO. 2442
BOX 58

As the slave has been seized, plaintiff requested the Court to have him appraised by the Public Appraiser.

(Signed) Felipe Guinault

The Court granted the petition.

(Signed) Josef de Ortega

The Court appointed Don Andrian de la Plaza and Don Vecente Fangui, to appraise the said slave.

(Signed) Adrian de la Plaza
" Vecente Fangui
" Pedro Pedesclaux

The two appraisers accepted the appointment, and called at the jail in order to appraise the said negro slave, for the sum of 450 pesos. The plaintiff informed the Court that on two occasions he had asked to sell the said slave in order to obtain his claim.

(Signed) Felipe Guinault

On 20 of June, 1790, the Court ordered that the defendant should come to the City in order to pay the plaintiff's claim, otherwise all his property will be seized.

(Signed) Josef de Ortega

DOC. NO. 2442

BOX 58

The plaintiff informed the Court that the defendant has returned the slave to him as he was not able to pay the said sum, and promised to pay 15 pesos per month for the time he kept the slave, the plaintiff then accepted the offer.

(Signed) Felipe Guinault

The Court ordered Don Louis Liotau to present costs of Court to petitioner, which amounted to 48 pesos 1 real - -

Plaintiff, through his Attorney, instituted proceedings, alleging that the defendant has not paid the sum of 15 pesos per month as he had promised in the above proceedings. Wherefore, he begged the Court to sell the negro named Santiago in order to obtain his claim.

The Court granted the above petition, and the outcome of this case is not known.

24(a)

o.

DOCUMENT NO. 2443
BOX 58

File #1856)
Mar. 22, 1790)
Judge: Joseph)
De Ortega)
C.C: Pedro)
Pedesclaux)
Spanish)
Pages 1 to 5)

PROCEEDINGS INSTITUTED BY
MARIANA HINARD,
IN ORDER TO OBTAIN A PERMIT FOR
THE SALE OF A MULATTO.

Dona Mariana Hinard, resident of the City of New Orleans, through the Public Procurator, petitions the Court to obtain a permit to sell a certain Negress slave named Isabelle bought from the public sale of the properties of Don Juan Bta. Seizant (alias) Anstive, and that said slave had been mortgaged to Ignacio Chalmes Dulino.

Petitioner prays the Court that she is willing to mortgage her house to said Dulino if he consents to sell said Negress.

(Signed) Mariana Hinard

The Court accepted the petitioner's prayer and a copy of the above petition was sent to Dulino.

(Signed) Ortega

Don Ignacio Chalmes Dulino, Captain of the permanent Regiment of this City, informs the Court that as said petitioner is willing to mortgage her house for the price of 546 pesos Negress will be returned to the owner.

(Signed) Ignacio Dulino.

DOC. NO. 2443
BOX 58

The Court granted the permit to sell the said Negress.

The record shows that the Court granted to petitioner a permission to sell her slave but no detail is added as the record is incomplete.

23(a)
o.

File #1787	)	PETITION OF
March 22, 1790	)	MARIA MAGDALENA CHAUVIN,
Judge: Joseph	)	WIFE OF FRANCISCO BADILLO,
Ortega	)	TO OBTAIN THE REPUDIATION OF AN
C.C: P. Pedesclaux	)	OBLIGATION THAT SHE AND HER HUS-
Spanish	)	BAND CONTRACTED WITH
Pages 1 to 19	)	MR. JEAN BTE. MACARTY.

EXHIBIT

Francisco de Sales Badillo of New Orleans, borrowed 1607 pesos 4 reales from Juan Bautista Macarty, a merchant of New Orleans. Maria Magdalena Chauvin, wife of Badillo, endorsed this obligation, which was prohibited by Spanish laws, (no woman could become guarantor of her husband's debts; this was done in order to protect women's property.) However, before Notary Public, Mrs. Badillo signs this note in concurrence with her husband, and with full knowledge and purpose rejects the protection of said law.

(Signed) Rafael Perdomo
Clerk of Court.

Maria Magdalena Chauvin, wife of Francisco de Sales Badillo, petitions to be released from the obligation she contracted when she became her husband's guarantor. She alleges that Juan Bte. Macarty had already received a sum in account and she wishes to be exonerated and let her husband assume full responsibility of the balance of the debt.

(Signed) Marie Madelaine Chauvin
Badillo.
" Franco. de Sales Badillo.

DOCUMENT NO. 2444

Macarty asks the Court to ignore Mrs. Badillo's plea inasmuch as she became her husband's guarantor willingly and with full knowledge. He alleges that so far, Badillo had paid him 252 pesos in paper at 70% value, and finally asked him for a 5 year moratorium.

(Signed) J. B. Macarty.

Service of notice.

(Signed) Lic. Ortega.
Pedro Pedesclaux

Maria Magdalena Chauvin counters stating that love and consideration may induce wives to commit acts of self sacrifice, but the law providing for such situations clearly states that no woman may assume any debt or obligations for her husband, and in order to renounce the protection of said law it is necessary to take an oath of renunciation. This requisite had been omitted when she contracted the present obligation.

(Signed) Ma. Magdalena Chauvin
Badillo.

Macarty alleges that the failure of taking an oath does not excuse any one from paying a just debt.

(Signed) J. B. Macarty.

The Court rules to allow a period of 9 days to bring further evidence.

DOCUMENT NO. 2444

Due to the death of Mrs. Macarty, Maria Magdalena Chauvin petitions to postpone the case until Macarty has recovered from his bereavement.

(Signed) Madeleine Chauvin Badillo

The petition is granted.

(Signed) Lic. Ortega

After more than two months had elapsed Mrs. Badillo petitioned to resume the proceedings and asks that the Court grant a period of 25 days or whatever period of time it may deem convenient in which to bring proofs.

(Signed) Marie Madeleine Chauvin Badillo.

The Court grants a period of 16 days to secure the evidence that the litigants wish to introduce. August 26, 1790.

(Signed) Lic. Ortega.

Mrs. Badillo alleges that on August 31 she brought certain evidence that she wished to be filed in the records of this case, however, it was refused by the Clerk because the Court was in session. She further alleges that as the term is to expire on the following day she asks that the evidence be accepted and passed upon at once.

(Signed) Marie Madelaine Chauvin Badillo.

DOCUMENT NO. 2444

The Court finds petitioner too exacting in rushing above petition as she had the right to request another extension.

The record is incomplete and does not show the cost of Court.

26/0.

DOCUMENT NO. 2445
BOX 58

March 23, 1790)
File #1821)
Judges: Don Joseph)
de Ortega and)
Don Juan Ventura) DON JACQUES FONTENELLE
Morales) VERSUS
C.C: Don Pedro) DON JOSEPH BOYABEL
Pedesclaux)
Spanish, only)
Pages 1 to 44)

Plaintiff, a resident of New Orleans petitioned the Court to recover from defendant the sum of 150 pesos, as balance due on the original sum of 300 pesos, which represents the purchase price of a City lot sold to defendant, measuring 30x150 feet, located on Burgundy Street, and adjoining the properties of Mr. Tournier and of "Sophie", a free mulattress; and which is evidenced by a copy of the original deed of sale, duly presented, drawn at New Orleans on February 8, 1790.

Wherefore, plaintiff prayed the Court to order a writ of seizure against the properties.

(Signed) Jacques Fontenelle

On May 5, 1790. the Court granted petitioner's prayer.

(Signed) Joseph de Ortega

On June 18, 1790. Don Joseph Valles, Justice of the Peace, reported having placed an attachment on the above mentioned lot in possession of defendant and assigned same in the custody of the

DOCUMENT #2445

Cont'd.

General Depository of this Province.

(Signed) Joseph Valles.

The record shows that at the request of plaintiff, the said property was appraised by Don Vincent Fangui and Don Adrian de la Place, public appraisers, and advertised for sale at Public Auction by Don Mariano Mata, public crier and that plaintiff empowered Don Felipe Guinault, Public Proctor to represent his interest in this proceedings.

On Nov.16,1790. The Court decreed that inasmuch as defendant has not opposed the execution of said sale, that said property as well as others of his ownership be sold at auction to satisfy said debt and cost of these proceedings.

On Dec.17,1790. Don Francois Devilliers, Knight of St.Louis, before the present Court Clerk deposed that he was empowered by defendant to appeal the preceding decree to a higher court and posted bond prescribed by law.

On the same date, the Court ordered the appraisal of the Court cost, which amounted to 27 pesos, four and a half reales.

On Jan. 26,1791. Don Jean Baptiste Combelle, commissioned by the Court to collect from defendant the court cost of these proceedings declared that he notified defendant of the preceding decree and that he declined to satisfy said sum because he had no available funds.

The record further shows that on Feb.1,1791

DOCUMENT #2445

Cont'd.

the suit was continued in a higher court and said tribunal ordered the consumation of said sale, and on Oct. 1, 1791 the auction sale of said property was held at New Orleans officiated by Don Juan Ventura Morales, Judge of the Higher Courts of His Majesty's Government, in this Province, and sold to the highest bidder Don Francois Devilliers for the sum of 186 pesos.

On Nov.5,1799. The Court ordered the appraisal of the total cost of both proceedings which amounted to 56 pesos 3 reales.

JD/r

DOCUMENT NO. 2446
BOX 58

File #2008)
March 23, 1790)
Judge: E. Miro)
C.C: Pedro)
Pedesclaux)
Spanish)
Pages 1 to 12)

CASE OF
DON NICHOLAS DE VERBOIS
VERSUS
TITO WILLIAM HENDERSON

Don Nicholas de Verbois, Commander of the Post of Iberville, and residing at present in New Orleans, petitions the Court, alleging that as evidenced by the promissory note he duly presents, defendant a resident of the Post of Natchez, is indebted to him for the past due sum of three hundred pesos, and having failed to pay his debt in New Orleans as promised, the plaintiff begs the Court to order a Provisional seizure of the sum of one thousand pesos, belonging to defendant, which are in possession of Don Sulto Bankes, of the Post of Natchez, but residing temporarily in the City, and to deposit 300 pesos from the above sum, in the treasury of New Orleans at the disposal of the Court in order to cover said claim.

(signed) Nicholas De Verbois

The Court ordered to notify Sulton Bankes that in case he had property belonging to Tito William Henderson to hold same and place it at the disposal of the Court.

(signed) Miro
Postigo

(Doc. #2446)
Cont'd.

The plaintiff alleging that Sulton Bankes was unable to pay because he had used Henderson's funds to pay other creditors, he begged the Court to order the Commander, Don Carlos de Grampre, of the Post of Natchez, to have the defendant identify the signature on the said promissory note, under oath, and also to declare whether he owes the sum claimed and in default thereof to attach his properties and sell them at Public Auction. Plaintiff further states that if said properties cannot be sold, to send him the promissory note drawn in his favor and to advise him of amount due for cost of Court, and all other expenses.

(Signed) Nicolas De Verbois.

The Court granted plaintiff's prayer.

(Signed) Miro.

The record shows that Don Nicolas De Verbois appeared in Court asking that the proceedings against Mr. Tito William Henderson be cancelled as the sum could not be collected from said Bankes for defendant was absent from the City.

Therefore, he begged the Court to return him the attached promissory note, and advise him of amount owed for costs of Court, and other necessary expenses.

(Signed) Felipe Guihault
De Verbois

The Court granted the above petition.

(Doc. #2446)
Cont'd.

On same day Don Nicolas De Verbois, Commander of the Post of Iberville arriving in the City, appeared before the Clerk of Court, and acknowledged receipt of the promissory note, that was signed in the presence of the following witnesses:

Santiago Lamaire,
Don Antonio Fromentin,
Miguel Gomez.

(Signed) Nicolas de Verbois

The Court orders Don Louis Liotau to present to plaintiff the cost of Court, which amounted to 6 pesos.

DOCUMENT # 2448
(Cont'd.)

to give him the list of his debtors giving plaintiff full power to collect from said debtors, but plaintiff refused the above proposition and petitioned the Court to compel the defendant to pay him in cash.

The defendant then stated that as he had no cash amount he could not pay immediately and in order to secure necessary funds to settle said debt he would have to sell one of his properties and suffer a hundred per cent loss at the present low rate of currency, he therefore prays the Court to compel plaintiff to accept the above offer.

Plaintiff finally accepts to take the list of creditors under the specific condition that defendant obligates himself to enforce the collection from those who refuse to pay voluntarily or in its default to pay himself, he further requests that defendant pays the Court costs, which petition is granted.

The Court costs are appraised by Don Luis Liotau, amounting to thirty pesos and one real, with which act these proceedings are brought to a close.

Signatures appearing on this document:

Marcel de Soto
Ailhaud St. Anne
Francois Calle
L. Chamard
Pedro Dupen
Pedro Dervanne
Antonio Mendez
Estevan de Quinones
Rafael Perdomo
Luis Deblanc
Estevan Miro
Juan Doroteo de Postigo
Luis Liotau.

File #219)	
March 26, 1790	)	EXECUTIVE PROCEEDINGS INSTI-
Judge: Gov.	)	TUTED BY DON JUAN BAUTISTA
Miro	)	TOUNOIR
C. C: R. Perdomo	)	VERSUS
Pages 1 - 3	)	DERTILLY BERTIN FOR THE COL-
Spanish	)	LECTION OF A SUM OF PESOS.

The plaintiff instituted proceedings to collect from the defendant the sum of one hundred and forty five pesos and two and one half reales, submitting two promissory notes as evidence, and petitions the Court to issue a writ of seizure against the properties of the defendant in a sufficient amount to cover the debt plus Court costs, said writ to be served on defendant by the Commander of Point Coupee where the former resides.

On March 26, 1790 Gov. Miro officially accepts petitioner's prayer and on the following day issues an order to be executed by the Commander of Pointe Coupee Don Valerino Leblanc compelling defendant to appear and recognize his signature on the two promissory notes and once he has acknowledged owing the said sum to be served with a writ of seizure on his properties in a sufficient amount to cover the debt plus Court costs, which will be appraised by the Public Appraiser Don Luis Liotau who was notified on the same day.

The writ of seizure was issued on March 29, 1790.

The document is incomplete and does not show the Court costs, the acceptance of Don Luis Liotau as appraiser of Court costs brings these proceedings to an end.

File #1747)	
March 26, 1790)		
Judge: Estevan)		
Miro	)	CASE OF
C. C. Pedro	)	DON PEDRO BADIA,
Pedesclaux	)	REQUESTING A SUMMONS AGAINST
Spanish &	)	DON BERARD, RESIDENT OF
French	)	PORT OF OPELOUSAS
Pages 1 to 4)	

Don Pedro Badia, a merchant and resident of New Orleans, petitioned the Court alleging that as evidenced by a promissory note he duly presents, the defendant Mr. Berard, a resident of the Post Attacapas owes him the sum of 106 pesos, 14 reales.

Therefore he begs the Court to issue a warrant instructing Don Juan Lavillebeuve, Commander of said Post, to order the defendant to appear before that court and show him the promissory note in question and after he acknowledges his debt, to compel him to pay the sum claimed and remit same to the Court.

(Signed) Pedro Badia

The Court takes cognizance of the presentation of the said promissory note and issues the warrant requested in the previous petition which, together with the records of the proceedings are forwarded to Don Juan Bta. Lavillebeuve, Commander of the Post of Attacapas, instructing him to collect from said Mr. Berard the sum claimed by the plaintiff, plus the cost of Court.

(Signed) Miro
Postigo

DOCUMENT #2450
Cont'd.

The outcome of the case is not known,
and the records end with the taxation of costs
which amounts to 48 reales.

23(a)/r