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1755

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ande

9-23

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11-15

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Power of Attorney, given by Jac. Chas. Corsiau, merchant
residing in the City of Caskakias, Parish of Immaculate
Conception, at Illinois, comprised within the Province
of La., acting in his own capacity & as custodian of
the dowry of his wife, Catherine Messenger, hereby appoint
Antoine Bienvenu, a resident of N.O, his agent etc
12-3

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12-29

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purpose of amicably settling the affairs of a partner-
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YEAR 1754JANUARY 4

PETITION ON RECOVERY

Sieur Louis François Thiphainé through his attorney, Sieur Roussillon in a petition addressed to honorable Dauberville, Intendant Commissary of the province of Louisiana, states

That he rented a house situated in this city to Sieurs Louis Malvezin and the late Lamarque from July 15th to and including the month of November at the rate of 50 livres per month and they are now indebted to plaintiff in the sum of 225 livres. As he has all reasons to believe that Sieur Malvezin has received from Sieur Lamarque's succession, his share of the rent money, but despite plaintiff's demands, he has refused to pay the full amount of said rent.

Furthermore Sieur Malvezin refuses to return 50 pounds and half of lead which plaintiff loaned to him.

Plaintiff demands that Sieur Mauvezin be ordered to appear in court to be ordered to pay the sum of 225 livres for the rent of his house and to return in kind the 50 pounds and half of lead or to pay for same at the rate of 20 sols per pound.

Petitioner acknowledges to be indebted to Sieur Lamarque in the sum of (torn) eight livres and to Sieur Malvezin in the sum of 72 livres for merchandise received, said amount to be deducted from his claim.

Roussillon
for Thiphaine

DECREE

1754, Honorable Dauberville, after hearing
Jan. 4 evidence from both litigants, and
considering all writings submitted
orders Sieur Malvezin to pay immediately the
sum of 225 livres for the rent in question and
to remit in kind the 50 pound and half of lead
or to pay the value of it.

Dauberville

Not listed in Louisiana Historical Quarterly.

YEAR 1754JANUARY 9

LETTER OF JACQUES MALVESIN.

This missive is addressed by Mr. Malvesin, a resident of New Orleans, to Mr. Roudéz, wholesale merchant of Martinique, acknowledging receipt of his letter sent by friend Caresse, and thanking him for expressions of great hope. He speaks of having received no detailed account of his debts, though his good friend Jean Foutre Roussillon presented one which does not reflect the proper entries to his credit.

He notes Mr. Roudéz report of a transaction regarding the settlement, which he has undertaken without authority, is much displeased at this, and hopes an attorney's warrant is issued against him, thereby relieving him of all responsibility.

Mention is made of a draft for 100 livres regarding which writer has been molested by the Intendant Commissary; also that Mr. Roudet will be expected to render a/c for the freight on 600 planks, or make a refund of 45 livres in money of La Martinique. The aforesaid draft is attached, same was presented to the Commissary, who implied that Mr. Malvesin was not in good faith; he solicited the assistance of the rascal, Sergeant Typhanie, and was refused; in short, he is enraged at their unreasonableness, and beseeches Mr. Roudet to avenge him. At present, he can anticipate a return only from the planks and candles freighted on the Elizabeth, bill of lading for which is enclosed.

(cont'd)

No. 2

Mr. Malvesin expects to leave New Orleans within 15 or 20 days; in the meantime, he constitutes Mr. Leduff his agent to determine the extent to which he has become involved through Mr. Roudet's so-called interest.

(Signed)

Jacques Malvesin

Not printed in Louisiana Historical Quarterly.

59/19

YEAR 1754

JANUARY 11

SUMMONS - RE: SUIT OF SR. FRANÇOIS
CAÛE

On petition of Sr. François Caüe, resident of New Orleans, Marin Le Normand, Crier of the Court of the Superior Council of this Province, reports service of summons upon the following persons:

- (1) Mr. de Menbrede, King's Lieutenant and Knight of the Royal Military Order of St. Louis, representing his wife, widow by first marriage of the late Mr. Dupart, summons delivered to his negro domestic, Rose.
- (2) Capt. Volland, in charge of the Colony's Swiss Troops, personally.
- (3) Sr. Augustin Chantalou, Chief Clerk of the Council, personally.
- (4) Sr. Jean Baptiste Garic, as curator, personally.

To appear on Jan. 12, 1754 in the Chamber of said Council, for the purpose of testifying in the above matter.

(Signed)

Le Normand

Not printed in Louisiana Historical Quarterly.

YEAR 1754JANUARY 17RE: ESTATE OF THE LATE DE LA
PRADEExplanation supporting
Account Filed Herein.

The minor daughter of the late Mr. de la Prade having married, the husband of each one, namely Estienne Daigle, Antoine Duvernay and André, contested the account previously filed by Laurens Lerable in his particular capacity, (this capacity is not mentioned in this document,) hence, in this document, Lerable makes explanations in defense, and in support of the said account. He shows, through Mr. Garic, that the property of two communities are shown; one community is that which existed between Angelique Gerardy and Mr. de la Prade and, the other, is that which exists between himself and the widow of said de la Prade, now his wife.

The first list herein itemizes the property of the First Community and shows that same was disposed, it also shows what were the expenses and what were the net assets.

The second list herein itemizes the property of the Second Community and shows that it is made up of the proceeds of the sale, of the property of the First Community. Further, LeRable carries over into the Second Community, a house, purchased by the Widow de la Prade with money earned by her during her widowhood, and also a negro slave which was given her during that time. LeRable declares that this property is her separate property, subject to no claim of the First Community shows it as her own property in the Second and, as such, he is therefore entitled to a child's share in accordance with agreement entered into by the Widow La Prade and himself in their marriage Contract.

This point of view is bitterly contested by those to whom LeRable gave his accounting.

LeRable further defends himself in the matter of failure to have sold the property of the minors judicially by declaring that, while he himself purchased the slaves, it profited him little because they died shortly after. As to having failed to show the purchase and the payment of a billiard room in his account, LeRable declares that he had five children to rear and maintain and that he did the best he could; that he looked upon the de la Prade minors as his own children and treated them as such. He shows, finally, that of the Second Community the debits amount to 3451# 8 sols 11 ds, and the assets amount to 2811# 10 s. 11 ds. the debits therefore exceed the assets by 1539# 19 sols.

In concluding, LeRable prays that the court will consider the proceeds of the sale of the property, acquired by the Widow La Prade during her widowhood, will be adjudged her own, separate property, and belonging to her during the Second Community and that he is entitled to share therein, first, as having a child, issue of his marriage to said Widow de la Prade and second, because of the stipulation in his Marriage Contract entered into by him and the Widow de la Prade, now his wife. LeRable further prays that in other respects, said account will be duly approved and the matter terminated. He states that he is ready to turn over all papers in his hands, relating to this matter to Mr. Kernion, Counsellor, Commissioner delegated by the Court to hear this cause.

(Signed)

Garic for the person
filing the account.

(cont'd)

No. 3

Jan. 21, 1754

RETURN OF SHERIFF

Undersigned, Sheriff, makes his return showing service of copy of the foregoing explanation in Defense of Account filed by Laurens Lerable, on Etienne Daigle, Antoine Duvernay and André.

(Signed)

LeNormand

Not printed in Louisiana Historical Quarterly.

61/19

YEAR 1754

FEBRUARY 14

RE: Dr. Rivière - Inventory

Captain Hinard in charge of the "Lafier", in the presence of officers, lists clothes, surgical instruments and other effects, belonging to the late Dr. Rivière, former Surgeon aboard said vessel.

(Signed)

Hinard

P. Jarreau

P. Boisseau

Bartelemi

B. Grelot

Not printed in Louisiana Historical Quarterly.

YEAR 1754

FEBRUARY 27

1 P.

BILL OF LADING

Captain Paul Dergny acknowledges receiving from Mr. Testar, on board his vessel (Le Moutiogue) anchored at the port of La Rochelle, the following merchandises to be delivered to Mr. Chantaloup at Louisiana.

Two cases of arms
One case of mercery
marked C.T. N^o 29 to 31

Freight and charges amounting to 112 livres paid by Sieur Testar.

P. Dergny

Not listed in Louisiana Historical Quarterly.

YEAR 1754FEBRUARY 28

STATEMENT

Statement of sale of a barrel of indigo
shipped by Monsieur Chantalou on board
the vessel "Camelion"

279 lbs. of indigo at 5 livres 9 sols per lb. -----	1520 L.	11 S.
Less 2 percent, ordinary deduction-----	<u>30 L.</u>	<u>8 S.</u>
	1490 L.	3 S.
Freight and expenses -----	<u>16 L.</u>	<u>12 S.</u>
Net proceeds -----	1473 L.	11 S.

Above sale made on three months' term.

No signature.

Not printed in Louisiana Historical Quarterly.

63/67 g

YEAR 1754

FEBRUARY 29

SUCCESSION OF SR. BERNARD DIRON
d' ARTAGNETTE,
LIEUTENANT OF THE KING AT FRENCH
CAPE, KNIGHT OF THE ROYAL AND
MILITARY ORDER OF ST. LOUIS,

Duplicate
Letter of
Sr. Lambert des Granges
written at Lartibonitte
to
Sr. Milhet.

The writer acknowledges receipt of several letters, and informs Sr. Milhet that he will leave for France in May or June. He requests that his letters be sent in care of Sr. Rodrigue, merchant, at La Rochelle.

He offers his services to Sr. Milhet in the event he may be of some help to him either in the provinces or at Versailles.

(Signed) Lambert des Granges

53/29

YEAR 1754
(2 $\frac{1}{2}$ pages)

MARCH 13

PETITION

Joseph St. Cir, in the name of and as husband of Marie Therese Assailly, through Mr. Helo, his Attorney in Fact, alleges that he has made several demands for an accounting on Mr. Chalair, surnamed Versailles, heretofore Tutor of said Marie Therese Assailly, and on Mr. Marin Le Normand, heretofore Under-Tutor of said lady, but to no avail. Wherefore plaintiff prays that said Tutor and Under-Tutor of Marie Therese Assailly, his wife, be cited to appear and be compelled to give an accounting of their tutorship and to turn over the funds in their hands to petitioner, as husband of said Marie Therese Assailly. Petitioner further prays that one of the Councillors be appointed before whom all evidence may be produced and arguments thereon heard, and also that an opinion be obtained herein from the Attorney General.

(Signed) Helo holding Power of
Attorney, acting for
Mr. Saint Cyr.

Order

Undersigned, Judge, grants order for citation of Joseph Chalair surnamed Versailles, to appear before the Council; he officially appoints Jean Chandellier, surnamed Chateaulin, Clerk, to serve citation to appear on Mr. Le Normand.

(Signed) D'Auberville

(cont'd)

D 54² cont'd.

1754

April 13, Acceptance of service.

(Signed) Le Normand as much for himself
as for Challair.

1754

April 3,

Return of Clerk

Jean Chandillier surnamed Chateaulin,
having been appointed to serve citations in the
suit instituted by Mr. St. Cyr against Mr. Le
Normand, Sheriff, and against Chalair surnamed
Versailles, makes his return showing said service
and the fact that he left a copy of petition, here-
in filed, with the aforementioned persons.

(No signature)

Not listed in Louisiana Historical Quarterly.

61/29

YEAR 1754MARCH 24

JUDICIAL ADVERTISEMENT OF AUCTION
SALE.

First announcement by public Crier of auction sale at the Bar of the Court, by order of Monsieur D'Auberville, Intendant Commissary and Chief Judge of the Superior Council of this Province, on petition of Sieur Denis Braud, proprietor of vessel "Le Ruby du Cap", presently anchored in this city, said vessel having a carriage of approximately 140 tons, to be offered with complete rigging, according to Inventory deposited for inspection with the Clerk of the Council, where all bids will be received.

Terms: Cash. Act of sale at expense of the purchaser, before Monsieur Kernion, Counselor appointed in this matter, and in the presence of the Attorney-General of the King.

(Signed) Le Normand

YEAR 1754MARCH 31

Second announcement by public Crier of auction sale of said vessel "Le Ruby du Cap" with complete rigging, price of said vessel to be paid in cash, with costs.

(Signed) Le Normand

YEAR 1754APRIL 7

Third and final announcement by public Crier of auction sale of said vessel "Le Ruby du Cap"

(cont'd)

D-54/3 cont'd.

with complete rigging, price of said vessel to be paid in cash, with costs.

(Signed) Le Normand

The foregoing advertisements were read and announced by the sound of Drum, at the closing of High Mass of the Parish, before the door of the Church of New Orleans, and posted at the door of said Church, as well as at the door of the Council, of the Registry and to the main mast of said vessel, by the undersigned Crier of the Court.

Any claim whatsoever against said vessel should be voiced during the course of these publications, in default of which said claim shall not be recognized.

(Signed) Le Normand

Not printed in Louisiana Historical Quarterly.

YEAR 1754APRIL 5

PETITION

Petition to have one Sieur Millet,
tutor of ----- whose
name is effaced, summoned before the
Superior Council.

(Signed) Dutillet

Summons acknowledged.

(Signed) Millet

Document effaced, faded and unreadable.

Not printed in Louisiana Historical Quarterly.

YEAR 1754MAY 4

ACCOUNT OF TUTORSHIP
BY SR. FRANCOIS CHALLAIS.

In compliance with an order of Court dated April 13, 1754, Francois Challais, Tutor of the minor children of the late Louis Assailly, (also known as Tranchemontague) and of the late Therese Bret; after calling attention of the Court to losses resulting from mismanagement of the late Pierre Bary, former Tutor, and to legally allow deductions in favor of the widow of said Bary, submits the following account of his agency:

<u>Receipts:</u>				
(1)	From Mr. Boisdore for cattle -	450		
(2)	" Sale of furniture and half lot - after deduct- ing 750 livres, awarded Widow Bary by the Council on Jan. 7, 1748	- 13	"	10 Sols
(3)	" Sale by movables	- 521	"	
		<hr/>		
		984	"	10 "
	Less: expense attached to said accounting	- 100	"	
		<hr/>		
	Balance	---	884	" 10 "

As there are no further expenses entailed, Sr. Challais is prepared to disburse the above amount to any duly authorized person.

(cont'd)

D-54/5

Whereas a party named St. Cyr demands that he be held liable for the sum of 1600 livres, proceeds of a judicial sale of two lots, Sr. Challais prays that the Court exonerate him from all blame in regard to the matter, for the reason that this sale was effected during the Tutorship of Sr. Bary, and funds deposited with the Clerk of Court, as evidenced by attached receipt.

1754

May 4, Certification as to correctness of this statement.

(Signed) Le Normand
Agent in Charge.

1754

May 6, Attestation.

(Signed) Helo

Not printed in Louisiana Historical Quarterly.

59/29

YEAR 1754MAY 4

RE: SUIT OF JOS. ST. CYR VS. MARIE
Le NORMAND, CRIER OF THE COURT.

Defendant Le Normand styles as inappropriate demand of St. Cyr that he render an account of effects of Succession of the late Louis Assailly (also known as Tranchemontague) and the late Therese Bret; for the reason that he was deputy-guardian of the minors, whereas the late Bary, their uncle, was their natural tutor and nearest kin; as such, he controlled all rights of said Succession, and mis-managed same; the 1600 livres in question having been remitted to him by the Clerk of the Council, with consent of the King's Attorney-General, it is evident that said sum cannot enter the account and should be considered as dead.

Defendant further states that the proceedings instituted against him are without cause, as he held no funds for said Succession during administration of Bary, and at the time of sale of the two lots deriving the aforesaid 1600 livres, he was absent.

Le Normand prays for dismissal of the suit, and that Plaintiff be ordered to pay all costs.

(Signed) Le Normand

1754
March 6, Attestation.

(Signed) Helo

YEAR 1754MAY 21

3 pages

LETTER TO MR. TESTAR AT LA ROCHELLE

Acknowledging receipt of two letters, invoices and merchandise, which was in good condition with exception of one piece.

The delay of the vessel Constance, Captain Raoult master, and the sudden arrival of the king's ship prevented him from being able to dispose in small lots of the consignments. He will send you an accounting by the vessel of the king.

The ship owners are becoming more and more exacting and increasing the freight rates; all this tends to discourage commerce with France.

The vessel Constance had a lot of its cargo damaged and considers himself fortunate in having only the one piece damaged.

Regarding the goods sent by Mme. Testar, his wife disposed of all of them and he is sending the proceeds by the king's vessel.

His wife is willing to sell some more goods for Mme. Testar and puts in an order for shoes. She gives the measure, but leaves the style to the good taste of Mme. Testar.

He is angry and surprised at the attitude of Mme. Henry whom he recommended to Testar on the strength of his friendship for Mr. Henry. He refers to her as (That bad, wicked Bretonne)

Martest is doing fine and had intended to make a change, but the writer advised him not to.

The rest of the letter pertains to family affairs.

(Signed)

(Undecipherable)

YEAR 1754MAY 29HEARING OF OPPOSITIONIN RE: TUTORSHIP OF FRANÇOIS CHALLAIS

Through his procurator, Sr. Helor, and as duly authorized husband of Marie Thérèse Assailly, heretofore under the tutorship of François Challais, Joseph St. Cyr presents exceptions to account rendered by said tutor on May 6, 1754 as follows:

- (1) Although Sr. Boisdoré had been billed for 500 livres, on Apr. 20, 1754, his bill was receipted for 450 livres; as sr. Challais had been misinformed in this regard, it is granted that this item shall remain..... 450 livres
- (2) As item of 521 livres, balance sale of movables, is supported by Judicial evidence, this amount is granted..... 521 "
- (3) Sale of effects of late Bary and half lot, amount granted.... 13 " 10 s.

Charge of 100 livres for expenses attached to said account, granted.

A/c up to date would reflect no difficulty had the Constable deposited with tutor the sum of 1600 livres derived from Judicial sale of 2 lots and improvements thereon, which amount he is holding pending decision of Court.

(signed)

Helor,

Holding Power-of-Attorney for St. Cyr.

(cont'd)

No. 2

D - 54/8

May 30, 1754

Attestation.

(Signed)

Le Normand,
Agent in Charge.

Not printed in Louisiana Historical Quarterly.

59/19

YEAR 1754

JUNE 5

RE: ESTIENNE BELIN THROUGH
MR. CARTIER, HIS ATTOR-
NEY, VERSUS NICOLAS ADAM,
SURNAMED BLONDIN.

Answer

Answering suit instituted against him by Estienne Belin, merchant at Rochelle, through his Attorney Mr. Cartier for collection of 1514 livres, 16 sols, amount charged for maintenance of Blondin's son, defendant, Nicolas Adam, surnamed Blondin, prays that said suit be dismissed on the ground that Defendant sent Plaintiff a remittance of 500#, which would make the amount due him only 929 livres, 1 "sol" 11 "deniers". Defendant further prays that plaintiff's claim for interest be rejected.

(Signed)

Adam surnamed Blondin.

Not printed in Louisiana Historical Quarterly.

#1353.

YEAR 1753
YEAR 1754

MAY 21,
JUNE 6,

EXCERP FROM THE RECORD OF THE ADMIRALTY
OFFICE OF THE FRENCH CAPE.

Registration of Act of Sale of One-third
Interest of Schooner "La Perle".

On May 21, 1753, appearing before Jean Francois, resident Counsellor of the King, Lieutenant of the Admiralty at the Cape before the Attorney General at this seat, Joseph Clauzel, owner of a two-thirds interest in the Schooner "La Perle" ("The Pearl"), commanded by Mr. Bruninok, now anchored in this roadstead, declares that he sells and transfers a one-third interest in said schooner, together with its furnishings and equipment, with all warranties, to Mr. Guillaume Bourgeat in accordance with Act of Sale under private signature, passed this same day, for the price stipulated in said act, which sale and transfer is duly accepted by said Bourgeat. All parties duly signed together with the Attorney General and undersigned. Signed at the Registry of the Cape: Clauzel, G. Bourgeat, Ducassre, resident, and Auriol, Clerk.

(Signed) Desfonse, Clerk

1753,

November 29,

Approval.

Approved by the Registry Office
of the Admiralty of Port au Prince, Coast of
St. Domingo.

(Signed) Amouru,
C. Clerk

(cont'd)

1754

June 6, Sale of Two-thirds Interest in
the Schooner "La Perle du Cap"
("The Pearl of the Cape").

Appearing before undersigned Royal Notary at
New Orleans, and two witnesses, Francois
Bruninck and Guillaume Bourgeat, interested
with Joseph Clauzel in the Schooner "La Perle
du Cap" ("The Pearl of the Cape"), who declare
that by these presents they have agreed to sell
and convey to said Joseph Clauzel the share
which each owns in said Schooner for the price
agreed upon and received cash from him by them,
both of whom discharge him from all further ob-
ligation. It is expressly stipulated that noth-
ing in this Act shall derogate from the Partner-
ship entered into previously by all of the parties
here present and that said Partnership shall con-
tinue in full force and effect.

(Signed) F. Bruninck
Clauzel
G. Bourgeat

Witnesses:
Songy
Tizoneau

Chantalou, Notary

(2-1/2 pages)

Not printed in Louisiana Historical Quarterly.

16
13075

YEAR 1754

JUNE 10

RECEIPT

A promissory note for 700 livres signed by Sieur Dubreuil in favor of the succession of the deceased Mr. Dupart, being on file with the papers of said succession in the Registry court, Sieur Garic, Curator for said succession, acknowledges receiving said note for the purpose of recovering the amount.

Garic.

Not printed in Louisiana Historical Quarterly.

YEAR 1754

JUNE 14

SUCCESSION OF SR. DUPARE
(or Dupart)

Judicial advertisement of sale at public auction of a plantation measuring 8 arpents front by the usual depth and situated at a distance of 2-1/2 leagues from New Orleans on the opposite side of the river, adjoining the properties of de Membrede and Barre.

The crop on said plantation is excluded from the present sale.

Certificate of posting and publication of fourth offering.

(Signed) Lenormand.

Listed in Louisiana Historical Quarterly,
Vol. 7, #2, April 1924, Page 344, 1-1/2 Pages.

#13095

YEAR 1754

JUNE 23

SUCCESSION OF SR. DUPARE
(or Dupart)

Judicial advertisement of sale at public auction and adjudication of a plantation measuring eight arpents front by the usual depth, situated at a distance of approximately 1-1/2 leagues from the City of New Orleans, on the opposite bank of the Mississippi River.

Certificate of posting and publication signed by,

Lenormand.

Listed in Louisiana Historical Quarterly,
Vol. 7, #2, Page 344, April 1924.

53/29

No Date

SUCCESSION OF SR. DUPART
(or Dupare).

Unsigned memorandum of answer
of Jean Baptiste Garic in re:
petition of Sr. Decau.

Sr. Garic avers that he does not know who has charge of said succession, much less who has possession of the funds, titles and documents pertaining thereto.

He prays that Sr. Decau and other interested parties be ordered to produce the necessary papers; otherwise he is unable to argue the case.

(The capacity in which Garic acts, and his status in the suit are not shown).

Not listed in Louisiana Historical Quarterly.

Doc. #
(13084 - 91)

YEAR 1754

JUNE 29
JULY 5, 12 & 13

RE: SUCCESSION OF MR. DUPART,
LATE COMMANDER OF SWISS TROOPS
IN THIS COLONY.

Judicial Auction & Adjudication of
a Parcel of Land.
(13084-90)

Pursuant to judgment of the Superior Council, rendered May 4th last, a parcel of land measuring eight acres front on the Mississippi by ordinary depth, situated two leagues below New Orleans on the opposite bank of said River and belonging to the late Mr. Dupart, Commandant of Swiss Troops in this Colony, is offered for sale to the highest bidder under the terms and conditions set forth in the Sheriff's advertisement of said sale. This sale is made for the purpose of paying the creditors of this Succession pro-rata from the proceeds. This auction sale was held in open Court on June 29th, July 5th, 12th and 13th, on which last date said parcel of land was adjudicated to Mr. Marin Le Normand for the sum of Two Thousand Twenty-five French Pounds. Presiding at each auction sale were: Mr. J. B. Raguet, performing the functions of Attorney General, and Mr. Hushet de Kernion, Councillor Commissioner appointed in this matter. Mr. Garic, Attorney for Vacant Estates and in charge of Dupart Succession was also present.

The Proces Verbal of the first three auction sales bear the signatures of undersigned.

(Signed) Raguet
Garic
Hushet de Kernion

(cont'd)

The Proces Verbal of the final auction sale and adjudication of said land bears the signatures of undersigned.

(Signed) Garic
Le Normand
Hushet. de Kernion
Raguet

1754
July 23, (13090-91)
Act of Transfer.

Appearing before undersigned Royal Notary of the Province of Louisiana and of below mentioned witnesses, Mr. Marin Le Normand, Adjudicatee of the eight acres of land belonging to the Succession of Dupart, hereby transfers and abandons said eight acres of land to Mr. Hypolite Amelot, Engineer of the King in this Colony, who has paid the price of adjudication to Mr. Garic in his proper capacity and who has further paid all costs, and he here becomes the owner, without reserve of said property in the presence of Messrs. Songy and Tizonneaux.

(Signed) LeNormand
Amelot
Garic
Chantalou

Witnesses:
(No signatures)

8 pages

Not listed in Louisiana Historical Quarterly.

61/29

#13092

YEAR 1754

JUNE - -

SUCCESSION OF SR. DUPARE
(or Dupart)

Unsigned Copy of Judicial Advertisement
of sale at public auction and adjudica-
tion of a certain plantation measuring
8 arpents front by the usual depth
(second offering).

Certificate of Clerk showing posting and
publishing the foregoing advertisement as
required by law.

(Signed) Lenormand.

Unsigned copy of third offering.

Certificate of Clerk showing posting and
publication thereof.

(Signed) Lenormand.

Listed in Louisiana Historical Quarterly,
Vol. 7, #2, Page 346, April 1924.

53/29

YEAR 1754JULY 3

SUCCESSION OF SIEUR RIVIÈRE,
SURGEON.

DECLARATION

Sieur Jean Hynard, captain of the vessel (Le Fier) in the Registry Court, declares that on his last voyage down the river, Sieur Riviere, surgeon, was drowned, in a pirogue despite all efforts to save him, on his way to board the vessel, the pirogue having sunk on nearing the vessel.

Only a trunk containing Sieur Riviere's effects and clothes was salvaged and said contents were sold officially by said Captain Hinard in presence of his officers. The proceeds of the sale, amounting to the sum of 408 livres 17 sols 6 deniers, were deposited in the Registry court namely:

301 livres 8 sols in colonial money; 71 livres 19 sols 6 deniers by a draft on Sieur Caresse and 35 livres 10 sols in ready money.

Sieur Hinard also declares a velvet pouch containing surgical instruments and a few books which he will remit.

said declaration made to be used for future evidence when necessary.

Certificate of
said declara-
tion granted
Sieur Hinard.

Hinard
Chantalou,
Clerk.

Not printed in Louisiana Historical Quarterly.

YEAR 1754

JULY 6

(3½ pages)

HEARING OF THE SUPERIOR COUNCIL OF
JULY 6, 1754.

Decision of Council in following suits:

Chantalou versus Dubreuil.

Council names two Arbitrators. Garic for Dubreuil and Sr. Nogues for Chantalou and Mr. Coupry as Umpire, the whole matter to be reported to Council and Judgment rendered accordingly.

Chantalou versus Dame Dubreuil.

Council names two Arbitrators chosen by said parties, viz. Mr. Garic for Mr. Dubreuil and Mr. Nogues for Mr. Chantalou and Mr. Coupry, Umpire, the whole matter to be reported to Council and Judgment rendered accordingly.

Chantalou versus Sieur Tixerant.

Council orders defendant to pay the plaintiff conjointly the sum of 4580 livres, 8 sols, 9 deniers, as per his obligation with interest and costs, said sum to be paid during the month of October by mutual consent.

Sieur Garic versus Sieur Tixerant.

Council orders that lease be cancelled at the end of September or sooner.
Judicial by one of the members of the Council without defendant claiming any damage.

(cont'd)

HEARING OF THE SUPERIOR COUNCIL OF
JULY 6, 1754.

Mr. Villars versus Mr. Chantilly.

Council orders defendant to pay plaintiff the sum of 500 livres and cost.

Mr. Dubreuil, Senior, versus Mr. Villars and
Widow Dubreuil.

Council orders that parties name two Arbitrators to decide the value of the farm and on the repairs to be done on the plantation, also to discuss other interests, and this in presence of Mr. de Kernion and the Procurator General for the King. Costs reserved.

Mr. Dutillet versus Mr. de Bellisle.

Council orders that repairs to be done on both City and plantation houses to be paid from proceeds of sale of farm and from amount belonging to minors. Two Arbitrators chosen by said parties to decide on necessary repairs for the interests of said minors.

Mr. Cartier versus Mr. Adam, alias Blondin

Council orders defendant to pay plaintiff the sum of 1500 livres on principal and rejects plaintiff's demands for interests.
Defendant to pay costs.

Mr. Goudeau versus Mr. Garic.

Council orders defendant to pay the sum of 1500 livres; should funds be insufficient to pay creditors, Council orders that inventoried property be sold by the Sheriff, in presence of the Procurator General of the King.

HEARING OF THE SUPERIOR COUNCIL OF
JULY 6, 1754.

Dupre Terrebonne versus Baure and Verret.
Council orders that Baure pay the sum of
100 livres to plaintiff and Verret 50
livres, and rejects other demands.

(Signed) Huchet de Kernion
Le Bretton
Delalande

Not printed in Louisiana Historical Quarterly.

Document No. 270

Box No. 30

FILE #37
Aug. 2, 1754
PP. 6-7
In French.

Copy of Act of Sale.

Vendors: Pierre René, Harpain de la Gautrois and wife Therese Neveux.

Vendee: Joseph Delfant de Pontalba.

The property measures 4 arpents front by the usual depth of 40 arpents, and is situated at Chapitoulas Bend bounded on one side by property of Mr. Chauvin Beaulieu and on the other, by that of Mr. Morand. The plantation has a wooden frame house on willow pilings, slate roof, brick chimney, etc.

The price paid was 4000 livres, plus the cancellation of a note of like amount which purchaser held against vendor.

Land was acquired by vendor from a Mr. Chauvin La Frenier now deceased, as a donation. No act was passed at time and he has no titles.

The Act also states that this piece of land was not included in inventory of effects of deceased Lafreniere. Original of this act was signed in presence of and with consent of Jean Pierre Girardeau, Major, and Mme. the seller. In presence of Charles Tizoneaux and Joseph Songy as witnesses

(cont'd)

MISSING

Document No. 270 (cont'd)
Box No. 30

FILE #37
Aug. 2, 1754
PP. 6-7
In French.

Signed in the minutes:
Delagautrais, Therese Neveux
Delagautrais, Pontalba,
De Girandau Tizoneaux,
Songy and Chantalou, Notary.

This copy is (signed)
Chantalou

MISSING

Back of document is scored
"Acquisition of Gautrais."
Translated-except as to purchase price- in Louisiana
Historical Quarterly, 1926-
27, Vol. 9, No. 1, Jan.
1926, page 174, paragraph
one, as part of suit."An-
tonio Barnabe, vs. the de
Morand Minors." dated March
1, 1773. Not printed as a
unit.

(MT)

YEAR 1754

AUGUST 3

SUCCESSION OF SIEUR PELLERIN

Petition for Maintenance.

Sieur Gerard Pellerin, infantry officer, in a petition addressed to the Superior Council, states that while his late father's plantation was leased to Monsieur de Membrede, he had never received any revenues and his salary was inadequate to live according to his rank and social standing.

Prays that his mother, who, as manager of the estate receives all revenues, be ordered to pay him a maintenance in proportion of the next crop.

(Signed) Pellerin.

Order that Sieur Gerard Pellerin be given maintenance of 500 livres derived from the revenues of the plantation and one house in the city until further orders.

(signed by Da. (Dauberville)

Not printed in Louisiana Historical Quarterly.

YEAR 1754AUGUST 23NOTICE SERVED

On petition of Sieur Jean Baptiste Garic, with Power-of-Attorney from Mr. de Verigny, master of the mint at La Rochelle, Lenormand, sheriff served notice to Sieur Milhet, merchant at New Orleans, to remit within two days, to Sr. Garic, all records, bills, letters, day books, waste books, bills of lading pertaining to Mr. de Verigny's business and all promissory notes for merchandises sold on credit by Mr. Milhet also all unsold merchandises and a negro, and this in his capacity as agent and manager for Mr. de Verigny, according to his contract with said de Verigny dated October 6, 1750 which stipulates that said Milhet will not work for anyone else but Mr. de Verigny.

In the event that said Sieur Milhet would fail to remit everything mentioned above, everything will be held to his won account and risk and he will be subject to all damages and losses and the negro in case of death, from the day he received Mr. de Verigny's letter notifying him that his management would cease; also cancelling all brokerage, storage and boarding, even offering Sr. Milhet transportation to France on board his vessel (La Petite Garic) Captain Raoul.

(Signed) Garic
Lenormand

ANSWER

Sieur Milhet answers immediately that he has no other answer to give except that he will act according to judgment rendered by Honorable Judge Dauberville to which Judgment Sieur Garic has refused to submit himself.

(cont'd)

No. 2

54/11

Milhet offers to remit unsold merchandises; also negro to sr. Garic and if Sieur Garic does not receive same, cost of storage to be on Mr. de verigny.

(Signed)

Milhet
Lenormand

Not printed in Louisiana Historical Quarterly.

57/19

YEAR 1754

SEPTEMBER 9

PROMISSORY NOTE OF ST. HERMINE

I promise to pay Madame la Crois, thirteen months' rent at the rate of Three Piastres per month, before leaving for France.
Made at New Orleans, September 9, 1754.

(Signed) St. Hermine

An unsigned foot note apparently written by Dame de St. Hermine is to the effect that Mrs. la Crois, being apart from and out of the hearing of her husband, made some difficulty, saying that he had rented for Three-and-a-half, and Dame de St. Hermine had said she would not pay more than Three Piastres.

Not entered in Louisiana Historical Quarterly.

YEAR 1754OCTOBER 26

SUCCESSION OF JEAN MARTIN JACQUILLON.

Auction Sale.

Pursuant to order rendered by the Superior Council on the 11th of October, the 2nd and 3rd auction sales are held of a lot of ground measuring fifty-eight front on St. Peter Street by sixty in depth, which lot adjoins property of Mr. Dussigne on one side and that of Martin on the other, and which said lot belongs to the Succession of Jean Martin Jacquillon. Said 2nd and 3rd auctions were held in open Court, after due advertisement by the Sheriff, on _____ (name too faded to be read) and on October 10, 1754. Presiding at each sale were the Attorney General and the Commissioner, Mr. Delalande, assisted by the Clerk of the Council. Only one bid was made at the 2nd auction, and because of its insufficiency, the auction was again held on October 26th, at which time the bidders were numerous. Mr. Dussigne having offered six hundred pounds, said lot was adjudicated to him for said amount, plus costs but with no warranties, all in accordance with the terms set forth in the Sheriff's advertisement of said auction. The proces verbal of the 3rd auction sale and of the adjudication of said lot is as shown below.

(Signed) Dussigne
Cacadier
Garic
Raguet
Delalande

(cont'd)

D. 54 ¹² cont'd.

1754

November 10,

Receipt

Undersigned acknowledges
receipt from Mr. Chantalou of six hundred
pounds.

(Signed) Garie

3 $\frac{1}{2}$ pages

Not printed in Louisiana Historical Quarterly.

61/29

YEAR 1754
(7 pages)

OCTOBER 30

RE: CATHERINE VINCONNEAU, WIFE OF JEAN
BAPTISTE BAUDREAU, Vs. HER HUSBAND.

COPY OF PROCES-VERBAL OF AMICABLE SEPARATION
OF PROPERTY.

Because of the debts and dissipation of her husband, Catherine Vincomeau, wife of Jean Baptiste Baudreau, separate in property according to stipulation made in her marriage contract, appears before Mr. Jean Baptiste Raguét, Councillor and Attorney General and declares that by judgment rendered November 11, 1752, she was authorized to exercise her rights and to obtain the return of her property from her husband, whether said property belonged to her under her marriage contract, or under the Act of Partition of property of the late Catherine Poucine, her mother, and to remain separate in property from her said husband and that to do this she now desires that inventory be taken of all of her said property. Whereupon, the aforementioned Councillor, Attorney General, the undersigned Notary and the Sheriff, repaired to the home of said Jean Baptiste Baudreau for the purpose of taking said inventory. Said Baudreau, who was there, declared that he desired to settle this matter amicably and agreed there and then to deliver to his said wife immediately and in kind, the property which was hers without the necessity of inventory and appraisal. All of which was acceptable to his wife and the matter was settled. The property turned over by him consisted of 54 head of cattle, some household furniture and effects and 40 pounds in Notes of

(cont'd)

#66940 cont'd.

the Colony. It was agreed and understood that Mrs. Baudreau assumed the care, maintenance and education of their children and that for three years she would be allowed to occupy the house, in which she now lived, upon payment of a specified monthly rental. All of the parties present then signed in presence of Joseph Songy and Athanaze Helo with the exception of Mrs. Baudreau, who declared herself unable to do so, not knowing how. Original signed: Baudreau, Le Normand, Helo, Songy, Raguet and by Under-signed Notary.

(Signed) Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1754DECEMBER 3

RE: "La MAGDELAINE De SOUBIZE".

Petition

Plaintiff, Charles Daniel Lambert, Captain of the Dogger "La Magdelaine De Soubize" presently in the harbor, shows that he owns a $1/3$ interest in said vessel and that the other $2/3$ interest is owned by Mr. Gilbert, merchant residing at Soubize; that since having La Rochelle for this Colony, this vessel has required considerable repairs because of leakage, entailing great expense; in verification of which plaintiff submits proces verbal of April 14th and of September 27th, both of the present year. Plaintiff further shows that because of these difficulties he was forced to sell his cargo at a loss and that he now finds himself without sufficient funds to repair his ship and put out to sea and will therefore have to lay up the ship. Plaintiff finally shows that through the orders given him by Mr. Gilbert, he is master of said vessel, with authority to sell it or to cede an interest therein in order to obtain its being put in a seaworthy condition and that he will do whatever experts shall recommend as being most advantageous for Mr. Gilbert.

Wherefore, plaintiff prays that he be allowed to cede such interest in said dogger as shall be necessary in order to obtain its being made seaworthy; and, failing to find an interested party, that, in consideration of the orders of Mr. Gilbert to him, he prays to be allowed to sell

(cont'd)

#1396 cont'd.

said vessel on recommendation of experts and in order to do this, he further prays the Court to allow him to lay it up.

(Signed) Lambert

1754

December 3,

Order

Undersigned, Judge, upon duly considering the foregoing petition and the instruction of Mr. Gilbert, dated March 9, 1753, grants plaintiff's petition as prayed for, in order that the mortgage on said boat be removed. Should sale be necessary, it shall be conducted in presence of the Commissioner herein appointed, Mr. Le Bretton, and of Mr. Raguet, Councillor, performing the functions of Attorney General.

(Signed) D'Auberville

2 $\frac{1}{2}$ pages

Not printed in Louisiana Historical Quarterly.

61/29

54567

YEAR 1754

DECEMBER 12

PROMISSORY NOTE

Promissory note to Monsieur Decous, for the sum of 1100 livres payable next month of September in payment for a negress.

(Signed) Murat, approving above handwriting ~~in verso~~.

54568

YEAR 1757

APRIL 12

Note endorsed to the order of Monsieur Dutertre for value received.

(Signed) Decous

YEAR 1757

JULY 16

Note endorsed to the order of Sieur Desmane, for value received.

(Signed) Dutertre.

Not printed in Louisiana Historical Quarterly.

57/19

YEAR 1754

DECEMBER 19

DECLARATION

Sieur Joseph Ducros, before the Registry Court acting for his father-in-law, Louis Wiltz, who is sick in bed, reports that a negro named Cypion, belonging to the said Wiltz, ran away two months ago.

As said negro is an habitual runaway, he has given his master only ten months' service during the three years that he belonged to him,

Therefore Sieur Ducros demands that the negro be captured and punished accordingly.

(Signed) Ducros
Chantalou, Clerk

Not printed in Louisiana Historical Quarterly.

54578

YEAR 1755

FEBRUARY 15

PROMISSORY NOTE

Sieur Murat having bought some negroes from Monsieur Cochon, promises to pay said Sieur Cochon, next month of March, the sum of 5750 livres, the value of said negroes.

(Signed) Murat

54579

In verso
1755
February 27,

Foregoing note endorsed over to the order of Mr. Decous, for value received.

(Signed) N. Cochon

1755
December 31,

Endorsed to the order of Mr. Belot for value received.

(Signed) Decous

Not printed in Louisiana Historical Quarterly.

(55344 - 45)

YEAR 1755

APRIL 9

IN RE: ESTATE OF FASSENDE MINORS

Inventory

Inventory of negroes, livestock and implements belonging to the plantation of the Fassende minors of which Mr. Laissard leaves the cultivation to Mr. Laveau, until December 1st of the present year. Done in the presence of Messrs. Pellerin, Albert Bonne, Estienne Arlin and of Antoine Fazende.

This inventory was accepted by Mr. Laveau subject to the terms and conditions entered into with Mr. Laissard and Mr. Laveau.

(Signed) Laveau
Arly, witness P. Layssard
Pellerin, " Alber Bonne representing his
Antoine Fazende father

1755 Receipt
September 3, Mr. Antoine Francois Ledoux
acknowledges receipt from Mr.
Lavau of the things enumerated in the foregoing
inventory, excepting, however, four heads of
livestock which died of disease, and one other
without its calf, which Lavau delivered to Mr.
Laissard.

(Signed) Ledoux
Alber Bonne, Witness
Pierre Alber, "
Jacque Fazende, "

1755

Dec. 4,

Deposited by Mr. Lavaux to be
placed in the minutes at New
Orleans.

(Signed) Laveau

Not printed in Louisiana Historical Quarterly.

61/29

YEAR 1755

APRIL 9

Before members of the Council and witnesses, appeared Elisabeth Pujeau, widow of the late Sr. Jacques Langlisse, resident of Barataria, mother and tutrix of the minors Langlisse, states to have been advised and confirmed by the Court March 3rd that assisted by her father, Jean Pujeau, guardian of the minors would go together to Barataria to take inventory of properties left them by Sr. Langlisse, amounting to 8512 livres 15 sols, were certified sincere and true, with promises to appear in Court when ordered.

(Signed) Garic

1766

August 6, To Judge Foucault represents Attorney General to have heard that Sr. Lafond, tutor of said minors, was a resident of Mobile and requests a family meeting of the minors' parents to appoint a tutor. Summons delivered Sr. Lafond to account of said properties.

(Signed) Lafreniere

1766

August 6, Order given and signed.

(Signed) Foucault

1766

August 11, By order of Judge Foucault before

(cont'd)

members of Council, witnesses and parents
of said minors, was appointed as tutor, Sr.
St. Amant, to whom is to account Sr. Lafond,
properties of said minors.

(Signed) Garic

Not listed in Louisiana Historical Quarterly.

58/29

YEAR 1755

APRIL 16

1 page

In French

RECEIPT

Sieur Durand signs for 925 pounds
of good flour and the bread flour
of 24.25 # is not part of the
above mentioned flour of Madame
Piquery

SUBJECTS: Flour, baking flour

PERSONS: Durand, Piquery

#1755041601

Not found in Louisiana Historical Quarterly

YEAR 1755APRIL 27

PETITION BY PUBLIC PROSECUTOR

Undersigned Attorney General prays that the sentence rendered May 5, 1753, in the criminal proceedings instituted during the year 1753 against the negro, Joseph, property of Mr. Dubreuil, be carried out. This sentence ordered this negro flogged and the severing of the calves of his legs. The Public Prosecutor avers that the latter part of this sentence was not carried out due to the ignorance of the Public Executioner who inflicted but two wounds in the calves of said negro's legs and that said negro is again roaming at night and stealing from the residents. He further avers that said negro has been arrested for stealing and has been imprisoned. Wherefore he prays that the aforementioned sentence against the negro Joseph be properly executed by the Public Executioner, after which said negro is to be returned to his owner.

(Signed) Raguet

1755

May 3,

Order

Undersigned, Judge, orders the carrying out of the sentence of May 5, 1753, according to its tenor relative to the severing of the calves of the negro Joseph.

(Signed) D'Auberville

Not printed in Louisiana Historical Quarterly.

#7216
(53289-92)

YEAR 1755

JUNE 9

COPY OF CONTRACT

By act passed before undersigned Royal Notary and witnesses, Philippe Joseph Le Doux, Hair-dresser, enters into a contract with Marie Manciau, widow of Jacques Billard, herein authorized to act by her father and mother, whereby he obligates himself to pay said widow Billard six hundred livres per annum for four years, beginning from this date, which amount he shall pay said widow because of certain amounts received by him from Mr. and Mrs. Manciau, her parents, and out of the affection which he has for her. Said amount shall be paid at the rate of 50# every month and, as security for said payments, said Le Doux grants a mortgage on all his property and particularly on the property which he acquired from Mr. Manciau; said mortgage is to be in full force and effect until the termination of this contract. Original signed: Le Doux; the other party declares herself unable to sign, not knowing how to write; Songy; Tizonneaux and undersigned Notary.

(Signed) Chantalou, Notary

1758

May 15,

Certificate

Undersigned certifies that he has settled the accounts of the above contracting parties and further states that he has adjusted their differences. Mr. Ledoux owed the Widow Billard 1200 livres in accordance with terms of the foregoing contract and she is allowed an additional 100 pounds.

(Signed) Raguet

YEAR 1758JUNE 4th.

9 pp

INVENTORY OF EFFECTS OF PIERRE
BARON (DECEASED).

On petition of Marie Avignon, widow of deceased Pierre Baron, planter at Pointe Coupee, represented by Pierre d'Erbanne her tutor, have inventory taken of all goods and effects pertaining to Succession of her deceased husband, Pierre Baron, said property belonging to the community between herself and deceased husband, said inventory to be taken in presence of witnesses.

(Signed) Trenauay Chauffret
Ducote
Motaie
Balquet
Charles Benoist.

PAGE 9813

Petition of Marie Avignon, widow of deceased Pierre Baron, to Monsieur Trenauay de Chauffret, Judge and sub-delegate at Pointe Coupee, to assemble a family meeting to elect a tutor to said Marie Avignon.

(Signed) Trenauay Chauffret.

YEAR 1755AUG. 4th.

Pointe Coupee.

PAGE 9815

Declaration of Marie Richard Avignon to Trenauay de Chauffret, saying that, according to his ordinance, a meeting of friends and relatives had been assembled, and that Pierre d'Erbaune had been elected as her tutor, said

(cont'd.)

d'Erbaune accepting voluntarily said office.

(Signed) Pierre Baron, Leroy,
Balquet, Motaïs
Pierre Ducote, Etienne David,
Trenaunay de Chauffret,
Gruel
Charles Benoist, clerk.

List of past and present debts amounting to
the sum of 326 livres, 13 sols, 6 deniers.

Amount of inventory being valued at the sum
of 2435 livres, contents of same in care of
said Marie Avignon.

Witnesses: Pierre d'Erbaune, curator of
said Marie Avignon.
Pierre Motaïs
Jean Baptiste Balquet
(Signed) Trenaunay de Chauffret
Charles Benoist.

Not printed in Louisiana Historical Quarterly.

*Archivist Note: At time of calendaring
pages 9815 + 9816 missing
K. P. J.*

YEAR 1755

SEPTEMBER 8

ITEMIZED STATEMENT - NO. 1

This is an itemized statement of the advances made by Mr. Voltant concerning the sharing of a plantation with Mr. Amarin, of which Mr. Amarin must keep an account of half. These advances include negroes, livestock, tools, clothing, food stuffs and wine.

(Signed) Amarin
Volant

ITEMIZED STATEMENT - NO. 2

This statement shows advances made by Mr. Morin concerning the plantation in partnership, of which Mr. Voltant is to keep account of half. These advances include 7 acres of land, some lumber and some cattle.

(Signed) Amarin
Volant

Not printed in Louisiana Historical Quarterly.

YEAR 1755

SEPT.17th.

NOTE

Order on Mr. Gaillardie for 1,000#.
(Sgd.) Couprie.

Acceptance.
(Sgd.) Gaillardie.

Sept. 26th., 1755. Receipt.
(Sgd.) J. Vienne.

YEAR 1755

APR.30th.

Undersigned agrees to pay Mr. Couprie
on order 1,000# on May 20th., next.

(Sgd.) Gaillardie.

Not entered in Louisiana Historical Quarterly.

3 pp

61/17

MISSING

YEAR 1755

NOVEMBER 9

FASSENDE SUCCESSION

Petition

Plaintiff, Mr. Le Doux, Lieutenant of the Detached Companies of the Navy, husband of Miss Françoise Fassende, alleges that the plantation, negroes and cattle, forming part of the estate of the Fassende Succession, heretofore leased, is now unproductive of revenues; that the last lease having expired, the heirs, some minors, some absent, are without authorization to enter into another lease. Wherefore, plaintiff prays for an order of authorization to do the most profitable thing for the heirs of this succession; he further prays that the Attorney General under an opinion on said matter.

(Signed) Le Doux

Nov. 9, 1755

Order.

Undersigned Judge orders the foregoing petition submitted to the Attorney General for an opinion thereon.

(Signed) D' Auberville

Nov. 20, 1755

Opinion of Attorney General

Undersigned, Attorney General consents to a judicial auction of lease of said plantation, negroes and cattle; lessee to furnish bond; rent to be payable semi-annually to Clerk of the Council; said rent to be apportioned one half to co-heirs, the other to creditors of the Fassende Succession.

(Signed) Raquet

(cont'd)

No. 2

Nov. 20, 1755

Order.

Undersigned, Judge, orders execution of recommendations of Attorney General and requires that he and Mr. Kernion preside at the auction of said lease.

(Signed)

D'Auberville

Nov. 23rd & Dec. 7th, 1755

ADVERTISEMENT OF AUCTION OF LEASE
OF PLANTATION.

Mr. LeNormand, Sheriff, advertises the auction sale of lease of the plantation belonging to the late Mr. Fazende, together with the buildings, negroes and cattle thereon, situated two leagues below New Orleans, said property adjoining that of Mr. de Membrede and that of Mr. de Baune, said auction to be held on December 11th, at the Registry of the Superior Council and in presence of the Attorney General and of Mr. Kernion. Terms to be obtained on application at the Registry. The advertisement of this auction was published on November 23rd and December 7th, 1755, and was posted by the Sheriff at the places required by law. Each advertisement is signed by the Sheriff.

(Signed)

Le Normand

Not printed in Louisiana Historical Quarterly.

YEAR 1755NOVEMBER 29

MARRIAGE CONTRACT
(Closing Part)

Due to incompleteness of this instrument, it is impossible to determine the names of the contracting parties, however, the following stipulations are evident:

- (1) The future husband settles upon the future wife, a jointure of 3000 livres, for her to enjoy as jutory caution (personally) from the date of marriage; as surety she shall hold a mortgage from the Nuptial Day, on all personal property, present and future, of her husband.
- (2) The preciput shall be 1500 livres, which the surviving spouse shall claim by preference, before partition according to inventory, of movables held in community.
- (3) It is understood and agreed that said future spouses shall not obtain possession of residence acquired from Sr. Braud and his wife until Nov. 1, 1756, as same is under lease to Mr. de Membredas to that date; in said interval rentals shall accrue to Sr. Braud and his wife.
- (4) The future wife and her heirs and assigns, shall have the option of continuing or canceling this contract, should she choose the latter, however, said future wife shall freely and entirely repossess all of the property she has brought into said community, including that acquired from Successions and donations; and shall assume all debts, encumbrances and general obligations attached thereto even to the extent of involving the property of her husband and heirs, should necessity so demand.

(cont'd)

No. 2

(5) The contracting parties make a deed of gift of all their properties to the survivor.

(Signed)

WITNESSES:

Songy
Tizoneaux

D. Braud
Donnaud
Lemelle
Mairete Lemelle
J. Lemelle
Leduff
Vidal
Fortie
Firmin Beauregare

Chantalou,
Notary

March 6, 1756

Registry of donation in above contract.

(Signed)

D'Auberville

Not printed in Louisiana Historical Quarterly.

59/19

YEAR 1755

DECEMBER 11

2 1/2

RE: SUCCESSION OF MR. & MRS.
FAZENDE.

Proces Verbal of Auction of Lease
of Plantation, Negroes and Cattle.

Pursuant to judgment of the Superior Council, the lease of the plantation, negroes and cattle belonging to the Succession of Mr. and Mrs. Fazende, was offered at public auction to the highest bidder subject to the terms and conditions set forth in the Sheriff's advertisement of said sale. Said auction was held in open court; presiding were: the Attorney General and Mr. Hushet de Kernion, Counsellor. The Sheriff conducted said auction. Numerous bidders were present. Mr. Le Doux, having bid 3,100 livres, the highest bid offered, the lease of said property was adjudicated to him for the term of one year, possession to be given him on the 15th of December from, which time said lease shall begin. The rent is to be paid into the hands of the Clerk of the Council every six months and lessee is to furnish bond as security for the payment of said rent.

(Signed) Le Doux
Hushet de Kernion
Raguet

Not printed in Louisiana Historical Quarterly.

YEAR 1755

DECEMBER 29

SALE BY J. NICOLAS LOGIS TO
JEAN MONGET, BEFORE CHANTALOU,
NOTARY

This act of sale covers transfer of 3/4 of a lot of ground, measuring 45 ft. front by 120 ft. in depth, on Bourbon Street, New Orleans, together with all of the buildings and improvements thereon, offered at public auction by Sheriff Le Normand on November 24, 1755, by virtue of an order of Sr. D'Auberville, Intendant Commissary, and after necessary legal advertisement; said property being adjudicated.

To: Jean Monget, also known as Laleine,
(locksmith)

for the sum and price of: 7250 livres
Cash in Treasury money current in the
Colony.

(signed)

(Vendor declares himself
unable to write.)

WITNESSES:

Songy
Tizonneaux

J. Monget

Chantalou,
Notary

Not printed in Louisiana Historical Quarterly.

Blank Number

YEAR 1756

FEBRUARY 1

1 page
In French

NOTE

D. Braud executes a note for the sum of 118 livres that he will pay to Sieur LeMelle on 21 February 1756.

SUBJECT: Financial
PERSONS: D. Braud, LeMelle

#1756020101

Not found in Louisiana Historical Quarterly

54580

YEAR 1756

MARCH 5

2

Promissory note for 200 livres for
value received in favor of Monsieur
Decous to be paid in May, 1756.

(Signed) Murat

1757

December 31, 54581

Endorsement in favor
of Mr. Belot.

(Signed) Decous

Not printed in Louisiana Historical Quarterly.

57/29

YEAR 1756APRIL 28

1/2

MARRIAGE CONTRACT (Closing Part)

From the portion of this document at hand, it is impossible to determine the names of the contracting parties, however, we note that the following stipulations were embodied in their contract:

- (1) The future husband settles upon the future wife a dowry of 3000 livres, of which she shall enjoy the usufruct only, the principal to remain community property; as surety the future wife shall hold a mortgage from their Nuptial Day, on all property, present and future, of her husband.
- (2) The preciput shall be 500 livres, which the surviving spouse shall have a right to claim before partition of movables held in community, according to inventory.
- (3) The future wife, her heirs and assigns, shall have the option of continuing or canceling this contract, should she choose the latter, however, said future wife shall freely and entirely repossess all of the property she has brought into said community, including that acquired from Successions, donations, her dowry and preciput, and shall discharge all debts, encumbrances and general obligations attached thereto, to the extent of involving the property of her husband and heirs should necessity so demand.

(cont'd)

D-56 cont'd.

The future wife being illiterate, does not sign.

(Signed)

Jacque Joly
Brun

Witnesses:
Bernard
Songy

Louis Ranson
Reynard
Jacque Landreaux

Chantalou, ^{as} Notary
=

Not printed in Louisiana Historical Quarterly.

59/29

YEAR 1756
2MAY 20th.

LETTER OF MR. PERRIER TO MR.LANGE
HIS PROXY AT N. O.

RECEIVED BY THE SHIP LE ROCHEFORT,
JULY 11th.1756,ADDRESSED TO MY
SISTER AT THE CAP,DECEMBER 1st.
1756. ANSWERED AUG.2nd.1756 BY
THE SHIP OF SIEUR RENAUD BOUND
FOR THE CAP.

Mr. Perrieraddressed a letter to Mr.
Lange % the ship Rochefort, to let you
know that I am at the Cap with my squadron
since the 28th. of last month, in order to
allow some members of the crew to recuperate
from Scurvey.

I wrote to Mr. Vileree to protect you
and to use his influence to recover from the
minors or heirs of the late Sieur de Noyan,
who owes me eleven or twelve years of rent
for my house in New Orleans. It they do not
pay me, I will retake possession of my real
estate, because the purchaser did not act
fairly with me.

Two years ago you sent me a letter of
exchange for 98# that they did not pay me,
because it was a second letter of exchange,
to which you had not passed your order, there-
fore it is null and void.

I have had the misfortune and sorrow to
lose Madame de Perrier, January 6th. last,
that you will also regret, because she was one
of your friends.

YEAR 1756MAY 20th.

You can give me news of yourself,
and if some ships leave for St.Domingue,
because the time I am to remain here is
not limited by me.

Wishing you continued good health.
At the Cap, May 20th. 1756.

Perrier.

Not entered in Louisiana Historical Quarterly.

62/17

YEAR 1756

MAY 20

1 page

In French

PROMISSORY NOTE

Sr. Durand agrees to pay the sum of
304 livres within three months to
named person (unknown)

SUBJECT: Financial

PERSONS: Durand

#1756052001

Not found in Louisiana Historical Quarterly

YEAR 1756JUNE 24

3

(1) LETTER OF SR. Du BREUIL.

Writer addresses his nephew, Sr. Vollant, concerning plans for a contract to be executed by himself, said nephew and Sr. Antoine Portuguais. Said plans are hereby submitted for Sr. Vollant's approval and signature, before presentation to the notary, who will draw up the documents.

(Signed) Du Breuil

(2) STIPULATIONS OF PROPOSED CONTRACT.

Sr. Portuguais shall receive 7000 livres in February, before returning to the Illinois; in the meantime, he shall receive 100 livres per month together with two rations of flour, for the sustenance of his family.

He shall retain possession of a heifer and her calf, a half share of the hogs, his furniture, poultry, tools, and 150 good planks, with which to build a cabin on a site of his own choosing, outside the settlement.

The contract shall be executed before a Notary, and shall provide for the relinquishing by Sr. Portuguais of all claim to the settlement, of which Sr. Vollant shall be declared sole owner.

Upon request of both parties Sr. Du Breuil shall guarantee the proper execution of said contract.

Not printed in Louisiana Historical Quarterly.

YEAR 1756

JUNE 26

1 page

In French

PROMISSORY NOTE

Sieur Durand agrees to pay by next October the sum of 300 livres to Mr. Darneuelle in deer skins; and also to pay him another 325 livres 6 sols in deer skins by January next.

SUBJECT: Financial, Deer Skins

PERSONS: Durand, Darneuelle

#1756062601

Not found in Louisiana Historical Quarterly

YEAR 1756JULY 10

2

AUTHORIZATION TO RECEIVE FUNDS.

Mrs. Sarci de Soerila Riviere, having conclusive proof that her husband, former Surgeon aboard the "Lefier" in charge of Capt. Hinard, met his death by accidental drowning in the Mississippi River on Feb. 13, 1754; and being advised by said Captain that he has deposited proceeds of a sale conducted by him of her husband's clothes and effects, amounting to 408 livres, 17 sols and 6 deniers, with Sr. Chantalou, Clerk of Court; hereby authorizes Sr. Pierre Blandin Dutertre to receive the aforementioned amount from Sr. Chantalou.

As regards the bill of Sr. Caresse amounting to 71 livres, 19 sols, 10 deniers, the Captain has promised to return to him a velvet case containing 14 surgical instruments.

Made in duplicate at Havana.

(Signed) Sarci de Soerila Riviere.

July 10, 1756. Certification as to signature.

(Signed) Blandin Dutertre
D. Pedre Barbachany
Rodiere

Not printed in Louisiana Historical Quarterly.

YEAR 1756

JULY 29

2

RECOMMENDATIONS IN TWO CRIMINAL
SUITS.

After reviewing the two following suits submitted to him by Sr. Trenonay Chanfret, Judge at Pointe Coupee, Sr. Raguet, acting Procurator-General for the King, makes recommendations as stated below:

- (1) A suit against Le Doux by inhabitants of Pointe Coupee, accusing him of having "bewitched" the son of Nicolas de la Cour. Testimony of a negro of Sr. Dupart was to the effect that a negro belonging to Widow Doza had started the rumor, which had spread from mouth to mouth and had grown to such proportions as to alarm Le Doux and cause imprisonment of Dupart's negro, who had no connection with the matter.

Sr. Raguet recommends that this suit be declared null and void.

- (2) A complaint by Pierre Notair, against one of his slaves, for threats on his life with an ax.

Sr. Raguet recommends that plaintiff furnish further information, the negro meanwhile to be sent to his master under heavy guard, or kept in prison.

(Signed) Raguet,
Acting Procurator General.

Not listed in Louisiana Historical Quarterly.

1763

SEPTEMBER 13

Undersigned Francois Caminada acknowledges having this day sold to Monsieur Bretton his house, located in Conty St. and at present time occupied by Monsieur De Courre. Said property measuring 70 ft. front by 120 in depth, transfers with all buildings attached, agreeing to have a chimney built to kitchen, also a shingle roof built, and the whole weather boarded with planks. Besides this, promising to build an entrance gate for the yard. The whole at cost of fourteen thousand livres for property and repairs made, for which Monsieur Bretton has paid cash.

(Signed) Le Bretton, Caminada.

Not in Louisiana Historical Quarterly

XE
Robt
Lodge
archived
June
signature

YEAR 1756

SEPTEMBER 13

1 page
In French

PROMISSORY NOTE

Durand agrees to pay Sieur Guillaume,
all in due course, next October the
sum of 300 livres, value in
tanbark received.

SUBJECT: Financial, tanbark
PERSONS: Durand, Guillaume

#1756091301

Not found in Louisiana Quarterly

[See Feb. 2, 1759 (2)]

YEAR 1756OCTOBER 1

56R

INVENTORY

Inventory of succession of the late Sieur
Maret, shows the following:

Plantation of 8 arpents situated between
Sieur De Latour and Sieur Bienvenu,
Buildings on plantation, house and lot
in the city
14 negro slaves, cattle and horses

Division of above property as follows:

1 -	Plantation estimated at	17600 L.	for Boisseau
2 -	Buildings on same	3230 L.	" "
3 -	House and lot in the city	4500 L.	* Dutillet
4 &	Pierrot and		
5 -	wife Susanne	3000 L.	" Boisseau
6 -	Valentin	2500 L.	" Dutillet
7 -	Joseph	1500 L.	" "
8 -	Thetice	1500 L.	" Boisseau
9 -	Casy	1200 L.	" "
10 &	L'Eveille and wife		
11 -	Madelon	800 L.	" "
12 -	Charlotte and daughter.	2500 L.	" Dutillet
13 -	Palissade	1500 L.	" Boisseau
14 -	Labonte	1500 L.	" "
15 -	Jacob	1800 L.	" Dutillet
16 -	Senegal	1500 L.	" "
18 -	Cattle shared equally		
Totals	.....	30330 L.	- Boisseau
	.....	(14300 L.	- Dutillet
Sum Boisseau owes to		(
Dutillet		8015 L	cash
		22315 L	

(cont'd)

MISSING
9/16/93
K.P.

30330	livres	
<u>14300</u>	"	
44630	"	Total of succession
22315	"	share for each
Sr. Boisseau owes to Dutillet		
from succession	.....	8015#
Sr. Dutillet owes Boisseau		
for board for wife	.....	<u>933#</u>
	Balance due	..... 7082#
Boisseau owes Dutillet for		
payment on buildings	.....	<u>798#</u>
	Total	..... 7880#

Sr. Boisseau pays on account 1880 livres, regarding 6000 livres due he will pay same in 2 years at 10 percent interest.

(Signed) Dutillet
Boisseau

Above division made before witnesses and in presence of Procurator General and registered by Clerk of Council.

(Signed) Dellile
Maret De Latour
Livaudais
Raguet
Le Breton, Notary

(3 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1756

OCTOBER 2

274

DECREE

Sieur de Noyan, having during his life time, bought some real estate from former Governor Perrier, and Sieur Payen Chaunoy, tutor of the Noyan minors, while contending that Sieur de Noyan had deposited 7700 livres with Sieur Laboulaye, then Treasurer, was unable to exhibit any document or receipt vouching for the said payment,

The Superior Council considering the petition of Sieur Guillaume Lange, proxy for Sieur Perrier, decrees:

That with the consent of plaintiff, one year will be granted defendant to show proof of said payment.

By the Council
(Signed) Chantalou, Clerk

1766

October 9, Notice of the Council's decree delivered to Sieur Chavoy by Sheriff Lenormand.

(Signed) Lenormand

Not listed in Louisiana Historical Quarterly.

57/29

Year 1756OCT.2nd.

COPY OF A PETITION TO THE SUPERIOR
COUNCIL TO SUMMONS MR. CHANOY
IN ANSWER TO MR. LANGE.

In answer to a summons handed Mr.Chanoy tutor of the minor children of Mr. Noyes, states that the principal of the obligation quoted is entirely satisfied, and has been paid by Mr. Pareaud at La Rochelle, and at the most, only some interest is due, which would be difficult to prove or settle here.

The receipt of the principal sum is in the hand of Mr. Pareaud, and the defendant will produce the receipts at the earliest possible moment in order to prove and settle this part in full, for which we petition the council to postpone the present trial for one year from this day, in order to send for the said receipt now in the hands of Mr. Pareaud, for the principal funds paid by him in France, leaving only a balance of the interest due, that neither the plaintiff or defendant can authenticate.

October 2nd. 1756. Signed Garie for the defendant.

Collated to the original.

Chantalou.

YEAR 1756

DECEMBER 11

2 1/2

EXCERPT FROM THE REGISTER OF THE SESSIONS
OF THE SUPERIOR COUNCIL OF LOUISIANA,
DATED DECEMBER 11, 1756.

Re: Pierre Chiron, Edge Tool Maker, Plaintiff
versus
Jean Baptiste Garic, Attorney for Vacant
Estates, in charge of the Succession of
Francois Durand, Defendant.

The claim of Pierre Chiron, edge tool maker, for
300 livres and the promissory note on which said
claim against the Succession of Durand is based,
all duly considered, the Council orders same to
be placed according to its rank on the list of
Creditors of said Succession and paid accordingly
from the funds of said Succession, plus costs.

By the Council

(Signed)

Chantalou, Clerk

1757

March 1,

Sheriff's Return

Undersigned makes his return
showing service of copy of the foregoing judgment
on Mr. Garic, Attorney for Vacant Estates and in
charge of the Succession of Durand.

(Signed)

LeNormand

(cont'd)

1756

(50812)

May 20,

Promissory Note

Undersigned will pay three
hundred livres to Mr. Chiron, three months
from date, for work done by him.

(Signed) Durand

Not printed in Louisiana Historical Quarterly.

61/29

(50814-18)

YEAR 1756

DECEMBER 11

4/2

EXCERPT FROM THE REGISTER OF THE
SESSIONS OF THE SUPERIOR COUNCIL
OF THE PROVINCE OF LOUISIANA,
DATED DECEMBER 11, 1756.

Judgment.

Re: Mr. Fleuriau, Officer of Troops
in this Colony, Plaintiff,
versus
Mr. Jean Baptiste Garic, Attorney
for Vacant Estates, in charge of the
Succession of Francois Durand, Defendant.

The claim of plaintiff amounting to 625 livres,
6 sols, plus interest, based on promissory notes
signed by the late Mr. Durand, and hereto at-
tached, and the proceedings herein, all duly
considered, the Council orders that said claim
be placed according to its rank in the list of
Creditors of the Succession of Durand and that
said claim be paid accordingly from the funds
of said Succession.

By the Council

(Signed)

Chantalou, Clerk

1757

February 11,

Sheriff's Return.

Undersigned makes his return
showing service of copy of foregoing judgment
on Mr. Garic, Attorney for Vacant Estates and in
charge of the Succession of Durand.

(Signed)

LeNormand

(cont'd)

1756
June 26, (50816)
(No. 1) Promissory Note
During October next, undersigned
will pay to the order of Mr. Darneville the
sum of three hundred livres, value in roe-
buck skins, at New Orleans.

(Signed) Durand

1756
June 26, During January next, undersigned
(No. 2) will pay to the order of Mr.
Darneville the sum of three hundred
twenty five livres, six sols,
value in roe-buck skins, at New Orleans.

(Signed) Durand

1756
Nov. 1, (50817)
Endorsements
Each of the foregoing notes is endorsed over
to Mr. Fleuriau by the undersigned.

(Signed) Derneville

Not printed in Louisiana Historical Quarterly.

#50819

YEAR 1756

DECEMBER 11

2 1/2 p.p

GUILLAUME BIENVENU
VS.

SUCCESSION OF FRANCOIS DURAND (THROUGH SR.
JEAN BAPTISTE GARIC, ADMINISTRATOR OF VA-
CANT SUCCESSION)

Judgment in favor of plaintiff, decreeing that his claim against said succession, evidenced by a promissory note made by Sr. Durand, deceased, in the sum of 300 livres, be placed in the order of its rank in the list of creditors of said succession.

The judgment also decrees that the Succession pay costs of court.

(Signed)

By the Council
(Sgd.) Chantalou

Return of clerk showing service of judgment on Sr. Garic in his aforesaid capacity.

On separate sheet: (50821) 1 p.

Promissory note of Durand to Sr. Guillaume, dated September 13, 1756, for 300 livres, payable during the month of October following.

Not in Louisiana Historical Quarterly.

YEAR 1756

DECEMBER 11

3

EXTRACT FROM THE REGISTER OF
THE SESSIONS OF THE SUPERIOR
COUNCIL.

Re: The Widow Picquery, Baker,
versus
Jean Baptiste Garic, Attorney
for Vacant Estates, in charge
of the Succession of Mr. Durand,

Judgment

The Council having duly considered the plea of petitioner for payment of 527 livres 10 sols for 925 pounds of flour and for the baking of 24 sacks of other flour, due her by the late Mr. Durand, as evidenced by his note dated April 29, 1755, as well as all proceedings had herein, it now confirms the judgment heretofore rendered herein and orders the payment of said claim, either in kind or in cash, recognizing it as a preferred claim. The Council further orders the Succession of Durand to pay all costs herein.

By the Council

(Signed)

Chantalou, Clerk

1757

April 25, In the name of the King, undersigned orders the payment of the claim of the Widow Picquery by Mr. Chantalou, as a preferred claim against the Succession of Durand. It is stipulated that upon such payment, the note of Mr. Durand will be marked paid and delivered to the Succession of Durand.

(Signed) Raguedi

(cont'd)

1755

April 16, (50825)

I.O.U.

Note by undersigned stipulating that it is good for 925 pounds of flour and for the baking of 24 quarts, not including the above-mentioned flour which undersigned owes Mrs. Piquery.

(Signed) Durand

1757

April 29, (50826)

Receipt

Undersigned acknowledges payment of 527 pounds, 10 sols by Mr. Chantalou.

(Signed) Piquery

Not printed in Louisiana Historical Quarterly.

61/29

#66955

YEAR 1756

DECEMBER 31

2 p.p.

Promissory note of Sr. Baudrau to
the order of Sr. Duplanty in the sum
of 182 livres, 5 sols, for value
received from Mr. Brasily.

(Signed) Baudrau

Not in Louisiana Historical Quarterly.

YEAR 1757JANUARY 17SUCCESSION OF SR. D'AUBERVILLEInventory

The first and last pages of this document are missing and while it bears no date, different references therein tend to convince that the above date is approximately correct.

After listing various items and their appraisals, the document embodies the following statement:

It being near 12 M. an intermission was called, and the effects already inventoried left in charge of Sr. Lesassier, who obligates himself to produce them when required.

(Signed here)

Le Sassier
Raguet
Grandpré
Le Normand
Huchet de Kernion

On the same day at 2 P.M. the appraisal was resumed, after re-affixing the valuation placed in the morning on a wardrobe, due to the fact that it contained several articles of jewelry.

Among other listings is an acknowledgment of Sr. Raguet dated April 18, 1758, to the effect that he has received from Sr. Marchesseau, as a deposit in trust, a sum of 10,250 livres to be converted into bills of exchange, and it was conceded that this acknowledgment had no connection with the Succession of D'Auberville.

YEAR 1757MARCH 29

1

(1st & 2nd page of) PROCES VERBAL
 RE: AUCTION SALE OF CARGO OF THE
 SCHOONER "BRANCHE D'OLIVE" (THE
 OLIVE BRANCH)

Pursuant to petition of Pierre Carresse, owner of the ship "Rom---fier" (middle letters missing) commanded by Jean Hynard, the equipage of which is represented by Julien Vienne, auction sale was held at the store of Mr. Demacarty, of the cargo of the schooner "Branche d'Olive" (The Olive Branch) captured from the English. Said auction was held to satisfy judgment of Superior Council rendered the 22nd of March, 1757, in favor of said Mr. Carresse, all legal formalities were duly observed, presiding were: Mr. Charles Marie Delalande, Counsellor Commissioner, Mr. J. Raguet also Counsellor, Commissioner and the Clerk. The effects were offered to the highest bidder for cash, by Mr. Le Normand, Sheriff. The effects consisted principally of numerous bundles of oxen hides and of one quintal of logwood. This auction was well attended. The prices ranged from 180# to 521# per bundle for the hides.

There are no signatures as the document is incomplete.

Doc. # _____

YEAR 1758APRIL 1st & 4th

PROCES-VERBAL OF AUCTION SALE
 AND ADJUDICATION OF SCHOONER
 "THE OLIVE BRANCH" AND OF BRI-
 GANTINE "THE GEORGE".

The auction sale of these two vessels was con-
 (cont'd)

#57/1

ducted in open court in presence of the Attorney General, and of the Counsellor Commissioner, Judge Lateral. The first vessel offered was "The Olive Branch" on which the bidding was very lively but still did not reach a sufficient amount to justify its adjudication. The highest bid at this time being 8,000 French Pounds, and was made by Mr. Forstall. The auction was continued until the 4th of the month. Before closing this session of the auction, the Brigantine "The George" was offered to the highest bidder, with the same results. Mr. Vienne bid 2,500 French pounds, which, although the highest bid was not sufficient and the sale was likewise continued until the 4th of the month.

(Signed)

D. Carresse & J. Vienne
Raguet.

April 4th, 1758

The auction sale of the schooner "The Olive Branch" was resumed. All due formalities having been observed. Numerous bidders were present. The schooner was finally adjudicated to Mr. Forstall for 9200 French pounds, plus all costs.

(Signed)

Forstall J. Vienne
Delalande D. Carresse

The brigantine "The George" was then offered to the highest bidder. After numerous bids, said Brigantine was adjudicated to Mr. Duterte, for 3,820 French pounds, plus costs.

(Signed)

Delalande Blondin Duterte
J. Vienne Raguet
 D. Carresse

YEAR 1757

APRIL 21

5

CORRESPONDENCE OF MR. DENIS BRAUD,
RELATIVE TO HIS INHERITANCE IN LA
MARTINIQUE.

Mr. Sainsone, a resident of La Martinique, acting as procurator for Mr. Denis Braud, his stepson in Mississippi, takes passage for a negro tinsmith named "Apollon", advises his stepson of the donation thereof, and trusts said negro will prove profitable to the establishment of Mr. Braud. He also informs his stepson that he will be called upon to defray the cost of Apollon's fare, and suggests that he confer with the Captain, as it is his understanding that some reduction will be allowed to compensate for services rendered during the voyage.

Writer further stated that he is cognizant of the 2138 livres 8 sols and 1 denier due Mr. Braud from the partition of community property belonging to his mother and late father, is paying interest thereon to Mr. Delhomme; and that he has just renewed Mr. Delhomme's lease on house in which Mr. Braud has 1/5th interest, for a period of 2 years. However, the revenue will be only 1800 livres per annum as compared to 14,500 for the past 5 year period, with an expenditure of 5000 to 6000 livres for repairs.

(Signed) Sainsone

February 19, 1762

Deposited with Clerk of Court.

(Signed)

D. Braud
Chamtalou,
Clerk.

(cont'd)

YEAR 1757

MAY 6

PROMISSORY NOTE AND RECEIPT
FOR PAYMENT THEREOF.

Guillaume Jean Binet and his father-in-law Nicholas Marette list effects belonging to Succession of Elizabeth Rose Guidard, mother of Mrs. Binet and wife by first marriage of said Nicholas Maret.

According to their calculations, Mr. Marette, who by private contract has been enjoying the benefits of said Succession as well as the dowry of his first wife, is indebted to his daughter, Mrs. Binet, in the sum of 1281 livres, 14 sols; which indebtedness he hereby acknowledges and issues a Promissory Note for said amount, payable to the order of said Binet and his wife, one-half in three months and the other one-half three months later.

(Signed)
Marette

Agreement drawn up by Mr. Raguet, who gives them a copy.

(Signed)
Raguet

Feb. 2, 1759

Receipt in full for the above sum.

WITNESSES: (Signed) Binet Marette
Thomassin Chantalou,
Lenormand Notary

YEAR 1757MAY 9

Sieur Murat promises to pay the sum
of 3300 livres, which he acknowledges
receiving from Mr. Artaud.

(Signed) Murat

In verso

54650

1758
July 3,
of January, 1759.

Sieur Trudeau guarantees the
payment of the note in recto,
to be made during the month

(Signed) Trudeau

Not printed in Louisiana Historical Quarterly.

YEAR 1757

JUNE 4

4

EXTRACT FROM THE RECORD
OF THE SESSIONS OF THE SUPERIOR
COUNCIL OF THE PROVINCE OF
LOUISIANA.

In re: Mr. Henry Decours, Merchant
of New Orleans, plaintiff,
versus
Mr. Demurat, Captain of the Troops
in this Colony, defendant.

Having duly examined the First and Second Default Judgments rendered against defendant and in favor of plaintiff for payment to him of 5,950 French pounds, plus interest and costs, by defendant, which sum is due by defendant on notes made by him in favor of Mr. Cochon and now held by defendant, the Superior Council now confirms said judgments and orders the payment of said amount.

By the Council
(Signed) Chantalou, Clerk

1757
July 5, Sheriff's Return
Undersigned Sheriff makes his return showing service of copy of the foregoing judgment on defendant, Mr. Demurat.

(Signed) Bary

Receipt
Undersigned, having in his possession the notes consented to by Mr. De Murat in favor

(cont'd)

of Mr. Decours, dated February 15, 1755 and March 5, 1756, respectively, acknowledges payment to him of 5,950 French pounds, principal of said notes, and of 285 French pounds, 2 sols, interest, and 27 French pounds, costs.

(Signed) Belot

Not printed in Louisiana Historical Quarterly,

61/29

YEAR 1757JUNE 18

2

Promissory note for 120 livres for value received payable next month of September, made by Mr. Murat at his plantation, in favor of Mr. Caminada.

(Signed) Murat

in verso
1758
May 5,

54592
Endorsement to the order of
Sieur Gachinard, for value
received.

(Signed) Caminada

1758
June 10,

Receipt for the amount of
above note, amount paid by
Mr. Chantalou.

(Signed) Gachinard

Not printed in Louisiana Historical Quarterly.

YEAR 1757

JUNE 20

MANUMISSION OF A MULATRESS SLAVE

(See next page)

Sieur Henry Decours, merchant, having bought from Sieur Avignon a little mulatress about four years old named Rosette, being much attached to her as she is good natured, and wishing to give her her freedom and take care of her education, petitions Monsieur de Kerlerec, governor and honorable Bobe Descloseaux, intendant commissary of the province of Louisiana to be allowed to give said mulatress her freedom, in conformity to article 50 of the Black Code and consequently all rights and privileges mentioned in said article and to order the recording of said decree as soon as issued, in the Registers of the Superior Council to have full force of law and to be executed accordingly.

(Signed) H. Decours

1757

July 1 Honorable Louis de Kerlerec, governor and Jean Baptiste Claude Bobe Descloseaux, Intendant Commissary of the province of Louisiana considering the petition of Sieur Decours.

In virtue of the power granted to them by His Majesty, confirm the deed of liberty issued by Sieur Henry Decours in favor of the mulatress named Rosette, his child slave, for her to enjoy her freedom according the ordinance.

Kerlerec

(SEAL)

By Our Lord
Thiton de Silegue,
Secretary

Bobe Descloseaux

(SEAL)

By the said Sieur
P. Hanossosse,
Secretary

1757 Deed of freedom recorded on demand
Dec. 20 of Sieur Henry Decours.

(Signed by)

H. Decours
Chantalou,
 clerk

*Filed under
1757070101*

Not printed in Louisiana Historical Quarterly.

4311
(29183-85)

YEAR 1757

AUGUST 2

AFFIDAVIT

2/2

Appearing at the Registry, Mr. Brosse deposes and says that his negro - (name entirely torn away) has become a runaway and that he believes he has gone off in the direction of the tar-works, also that he has been seen in the company of another negro named Céyard who, when questioned concerning the runaway, had declared that he was a negro who belonged to the tar-works; Mr. Brosse further declares that he had made the necessary declaration, relative to his slave's running away, by letter during the required time and that the declaration which he now makes in person is the same.

Certificate of declaration granted on demand.

(Signed) Brosse
Henry,
Clerk.

(Document torn, charred and partly eaten away.)

Not printed in Louisiana Historical Quarterly.

YEAR 1757

SEPTEMBER 22

2 pages

1757/090601
9/16/93
K.P.

ACKNOWLEDGMENT AND SETTLEMENT OF DEBT.

Mr. de Murat acknowledges that Mr. Destrahan, had the kindness of loaning him the sum of 300 livres which he needed to pay Madame de La Pommeraye and Mr. Locquet.

Promise to return said sum on October 15 next.

Murat

1759,
July 19

RECEIPT

Received from Mr. Chantalou, for account of Mr. Destrehan, the sum of 1084 livres 10 sols in full settlement of above obligation.

Broutin

1757,
Nov. 6

IN VERSO
54561

Received from Mr. de Murat on account on note in recto:

Letter of exchange from Mobile No. 86, to the order of Sieur Lautagnac, not endorsed.....	1115 liv. 10 sols
A note from Mr. Michel.....	500 "
A note.....	300 "
Total	1915 liv. 10 sols
Balance due	1084 liv. 10 sols
	<hr/>
	3000 liv.

(Signed) Destrehan

Not printed in Louisiana Historical Quarterly.

57/19

YEAR 1757SEPTEMBER 23MARRIAGE CONTRACT

4

The first part of this document is missing, therefore, information is not complete; however, we observe that the agreement is entered into by notarial act and that the contracting parties are Pierre Dechabert and Charlotte Delalande.

Available portion of said contract contains the following stipulations:

- (1) Their properties, movables and immovables, to be administered according to the ordinance of community of gains and acquets, conformably to the old law of Paris.
- (2) The bride brings into said community an inheritance of 20,000 livres, representing her interest in her mother's Succession, which amount the contracting parties agree not to demand of her father during his lifetime. However, Sr. Delalande voluntarily binds himself to pay said amount in three years, and to pay them an annuity of 2000 livres until such time as his indebtedness of 20,000 livres has been fully satisfied.
- (3) In addition to the above, the bride's father will make her an allowance, from her inheritance, of a negress named Nanette, about 12 or 13 yrs. of age appraised at 1500 livres and of a negro named François about 45 years of age, appraised at 1000 livres; the total valuation of said negroes, presently representing the dowry of said future wife, one-third of which amount will enter the proposed community and the other two-thirds to be retained in her

(cont'd)

own right and inherited by her heirs.

- (4) The future husband settles upon the future wife a jointure of 6000 livres, with the provision that she is to enjoy the usufruct thereof and conserve the principal to be inherited by their children; as surety the future wife shall hold a mortgage on al of her husband's property, present and future.
- (5) The preciput will be 2000 livres, which amount the surviving spouse shall have a right to claim before partition of community property.
- (6) Said future wife shall have the option of continuing or discontinuing said community; should she choose the latter, however, she shall reclaim all which she has brought into said community and assume obligations attached thereto, encumbering, if necessary, the property of her husband and heirs.
- (7) The contracting parties make a deed of gift to the survivor of all their property.

(Signed)

Pierre de Chabert
Charlotte de Lalande
Coulange d'Auberville
de Vaugines
Delalande
Latil
Delivillier
Renard de Coudreaux
Huchet de Kernion
Kerlerec
Dubart de Nevière
Mouy

Dubot de Noyon
Bobé Descloseaux
Bellisle
Nevauzin
Raguet
Marie de Gruy
Villeré
Pellerin Macarty
Hazeur
Pontalba
De Gruyuerheen
Lamolère Dorville

(cont'd)

Astaud
Lafrenière
de Mouy

Songy
Thomassin
Chantalou,
Notary

July 24, 1762

Receipt for 8000 livres on account of his wife's dowry, as specified in above marriage contract, executed by Pierre Chabert in favor of Charles Marie Delalande Dapremont, his father-in-law, before a Notary and in the presence of witnesses.

(Signed)

Chabert

WITNESSES:

Bary
Chantalou

Broutin,
Notary

Not printed in Louisiana Historical Quarterly.

59/19

Oct. 1, 1757

MARRIAGE CONTRACT

Copy

Jean Arnout and Marie Delisle Dupart
Groom is the son of Gervais Arnout,
merchant and Marie Bodaille from Mior,
Diocese of Portier. Bride is the
daughter of Delisle Dupart and Jacqueline
Michel from N.O. Garic notary.
Registered on Dec. 3, 1757.

5 p.

54652

YEAR 1757

NOVEMBER 15

Sieur Murat acknowledges receiving from
Sieur Artaud the sum of 2200 livres,
which he promises to pay one year after
date or sooner.

- (Signed)

Murat

54653

In verso

Sieur Trudeau guarantees the payment of
the note in recto to be made no later
than the first days of January 1759.

Trudeau.

Not listed in Louisiana Historical Quarterly.

57/19

YEAR 1757

NOVEMBER 15

SUCCESSION OF SEBASTIEN CHANDELLIER
KNOWN AS CHATEAULIN.

Copy of Nuncupative Will

Sebastien Chandellier, surnamed Chataulin makes his last will and testament in the nuncupative form on Nov. 15, 1757. Mr. Chantalou is the notary and the witnesses are: Jean Baptiste Charles and A. Thomassin.

The Testator makes the customary stipulations as to Catholic ceremonies and burial. He also stipulates that he desires the Letters of Exchange and notes of the Treasury, amounting to One Thousand Pounds, be sent to his sisters, Jeanne and Catherine, residing at Quimper Coratin in Brittany, to be equally divided among them. He bequeathes the house and lot in which he is now living, to François Philippe de Boyer, surnamed Maillard, Corporal of the Company of Arrasola in the Troops of the Navy in this colony, together with all his movable effects found in the said house. He further bequeathes his negro slave named La Jaye to Philippe Boyer conditioned upon Boyer paying 750 pounds to Testator's Executor, one year from date of testator's death, which amount is to be sent to his aforementioned sisters. Testator bequeathes one hundred pounds to the Almshouse of the city in order that prayers may be offered for the repose of his soul. Testator appoints Mr. Gauvin, merchant of New Orleans, his executor.

Original is signed: Sebastien Chandellier,
Jean Baptiste Charles, A. Thomassin, and
Chantalou, Notary.

(cont'd)

No. 2

July 8, 1762

Certified copy delivered to Marie, a free mulatress.

(Signed)

Broutin,

Notary

Nov. 6, 1762

JUDGMENT HOMOLOGATING THE FOREGOING
WILL.

The contents of the foregoing Will duly considered, together with the conclusion reached thereon by the Attorney General, said Will is ordered homologated.

Given at the Council Chamber.

(Signed)

Kelerec
Macarty
Hushet de Kernion
Foucault
Delaunay
Lessassier
Chantalou
Delachaise
Delalande
Freniere

(68819-20)

YEAR 1762
1 1/2 PP.

OCTOBER 8

PETITION

Plaintiff, François Boyer, surnamed Maillai, having come into possession of a lot of ground measuring sixty feet front by 120 in depth, together with a house and a cabin thereon, situated at the corner of Dumaine and Burgundy streets, now prays

(cont'd)

No. 3

that he allowed to sell same upon observing due formalities required by law.

(Signed)

de Boyer di Maillha

October 8, 1762

Order.

Petition granted, as prayed for by undersigned Judge.

(Signed)

Foucault

October 25, 1762

Proces-Verbal

Undersigned, Sheriff, here makes this proces-verbal showing that he has observed the acquisitions of law relative to sale of property and that on the 10th, 17th and 24th of October, he published and posted the notices of sale in the proper places.

(Signed)

Le Normand

Not printed in Louisiana Historical Quarterly.

61/19

7252
(54521)

YEAR 1753

MARCH 1

*see 1759120101
1/16/93
KP*

TERMS AND CONDITIONS OF LEASE

Sieur Prevost, agent of the "Compagnie des Indes" offers to lease his residence to be used as the Governor's Mansion and Government headquarters for the term of six years to begin February 1, 1753.

As said house needs to be remodeled and enlarged to make fit to be used for said purposes, Sieur Prevost contemplates to spend 20,000 livres in making said repairs and constructions, said amount to be taken from the rent funds.

The rent will be in the sum of 7500 livres per year; 4000 livres to be paid by a voucher on the Treasury and 3500 livres to be credited to the repairs account until reimbursement of the 20,000 livres.

Sieur Prevost reserves the right for the term of the lease to reside in the old administration building, said building to be repaired and put in condition at the King's expenses.

(Signed) Prevost

YEAR 1757

DECEMBER 2

SUCCESSION OF NOEL BUSSON

Petition for Partition

Petitioner, François Gervais, husband of a minor daughter of said Noel Busson, prays for a division of property of said Succession, presenting the following allegations:

WHEREAS: He has been married for three years and has established a settlement below "des Alemond," his only means of sustenance being the rental of negroes who are aged, he is compelled to discontinue his establishment.

WHEREAS: It has been hitherto impossible to effect a partition because of indebtedness by the Succession to the Company of the Indies, amounting to 10,000 livres; he is now able to cancel this indebtedness from proceeds of judicially authorized sale of two negroes, and leases of others.

(Signed)
Gervais.

December 15, 1757

Petition refused. Order dismissing suit.
Costs on plaintiff.

(Signed)
Lenormand

Not printed in Louisiana Historical Quarterly.

1757

POWER OF ATTORNEY

December 9

By notarial act, Jacques Charles Gorsiau, merchant, residing in the City of Caskakias, Parish of Immaculate Conception, at Illinois, comprised within the Province of Louisiana, acting in his own capacity and as custodian of the dowry of his wife, Catherine Messenger, hereby appoints and constitutes Sr. Antoine Bienvenu, Officer of Militia, a resident of New Orleans, his agent and Attorney-in-fact, empowering him to demand of Sr. Foucher, Royal Admiral, an accounting and settlement of his administration of the Succession of his administration of the Succession of the late Widow Gervais, his wife's grand-mother, who died in New Orleans.

Should Sr. Foucher refuse said procurator is authorized to take such legal action to protect the interest of constituents, as is necessary in the premises.

Constituents being illiterates, do not sign.

(Signed)

Labussièrè,
Notary

WITNESSES:
Le Poire
Hebert

Dec. 9, 1757

Certification as to signature of Labussièrè, Notary, to the marginal note hereon.

(Signed)

Buchet

YEAR 1757

2 pages

DECEMBER 17

*see #1757121501
9/16/93 KP*

PETITION

Grevenber, petitioner, alleges that he is unable to sell a square of ground containing 12 lots situated back of town, without an order of this court, wherefore he prays for such order.

Authority for advertising said sale.

(Signed) Grevenber

Order: Petition granted as prayed for.

(Signed) Bobé Descloseaux

Jan. 2, 1758.

Process verbal of sheriff showing advertisement of said sale and date of sale pursuant to foregoing order.

(Signed) Le Normand

Not printed in Louisiana Historical Quarterly.

YEAR 1757DECEMBER 29LETTER OF MR. CAMINADE

Mr. Caminade, a resident of New Orleans, writes to Mr. De Rocheblave, Infantry Officer at Pointe Coupée, expressing pleasure upon his return from Natchitoches; thanking him for offer of tobacco, which offer he cannot accept as he still has a great quantity on hand, and suggesting that should vessels arrive from St. Domingo they may obtain a fair price for their tobacco, as that of good quality is still in demand. However, he is fearful that their product may again fall into the hands of the English.

Having acquired two properties from Mr. Bedor, and being informed by him of the necessity of appointing someone to represent him in the transfer of said properties; Mr. Caminade requests that Mr. De Rocheblave render him the two properties were acquired at a total cost of 1400 livres - 1200 for the one on "Fausse River" and 200 for the other.

Desirous of disposing of these properties, Mr. Caminade solicits the aid of Mr. De Rocheblave, hoping to derive a little profit therefrom, but signifying his willingness to sell at cost if necessary.

This letter is to serve as Mr. De Rocheblave's Power of Attorney to sell.

(Signed)

Caminade

Not printed in Louisiana Historical Quarterly.

YEAR 1757

DECEMBER 31

COPY OF
AGREEMENT RELATIVE TO PARTNERSHIP

Jean Villeneuve and Jean Pierre Greza appear before Sr. Prévost, at the Assembly Place of the Captaincy, for the purpose of amicably settling the affairs of a partnership existing between them since May 15, 1754.

It is mutually agreed that Jean Villeneuve shall retain possession of three 4-arpent settlements acquired from various owners, according to titles of said properties. Sr. Greza relinquishes all claim to these lands, for which said Villeneuve binds himself to pay him 1000 livres as follows: 600 livres cash on the spot, and 400 livres on Dec. 31, 1758.

Sr. Villeneuve further assumes payment of balance due on said settlements and on cattle; and agrees to furnish Sr. Greza with 20 sacks (about 25-lbs each) of unhusked rice, for the sustenance of his family. Sr. Greza may withdraw this rice at his pleasure, shall keep his own records, and shall have no recourse against Sr. Villeneuve.

Jean Villeneuve and his wife, Aime Riverebon, being unable to write, make their usual mark.

(Original signed)

WITNESSES:

Raguet, son
Missonnière

Jean Pierre Greza
Villeneuve (X) his
mark.
Dame Riverebon (X)
his mark

(cont'd)

No. 2

No. 7136 - Vol. 19

(A true copy)

(Signed) Prevost
Capt. of Quarters

Jan. 29, 1758

Deposited for registry by Jean Villeneuve, who
being illiterate does not sign.

(Signed)
Chantalou,
Clerk.

Not printed in Louisiana Historical Quarterly.

59/19

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