





Succession of Dame Villars n.d

Memo of sale of the effects of Sr. Lelande. n.d  
( found in folder of 1758. D.58

By notarial act, Sr. Louis de Bautier de Grandpre and Dame Therese Gallard Chamilly, his wife, sold & transferred to Paul Augustin Le Pelletier de Lahoussaye & his wife a plantation 8 1/2 leagues above the city near a place called L'Anse Aux Cutardes" 1-3

Marriage Contract Jacques Lucien & Marguerite Lacombe 1-7

Marriage Contract: Nicolas Logis, & Marie Louis Lormo widow by first marriage of Pierre Saunier dit Languedoc & by 2d marriage of late Jac. Menou 1-7

Before Royal Notary at Pointe Coupee & in presence of witnesses, appeared Laurent Panne, and acknowledged having received from Jac. Lapointe, the sum of 2500 livres for land which Penne sold 1-17

Succession of Baptiste Provencher & his wife, Marie Therese Alberonny. Gift made to each other Feb. 10, 1725 and changed by a testament May 6, 1754 1-20

Under private signature, Sr Chas. Linto, at his plantation grants procuration to his wife giving her power & authority to sell & transfer the lots of ground which he owns in Sr. Robin's Square 1-25

Succession of Dame Catherine Gervais 1-26

Jean Frederic & Marie Lesbit his wife, sell and transfer to Sr Alexandre de Latil portion of a lot of ground, street not mentioned measuring 22 feet front by 58 feet depth in exchange for a lot situated on St. Philip St., measuring 60 ft front 120 ft. depth 1-29

Dame Catherine Lingchmal holding power of attorney, by private signature from her husband, Chas. Linto, dated Jan. 25, at their plantation, sells & transfers to J.B. Fleuriau, Lt. of Marines, an unimproved half square of ground situated on Dauphine St... 1-30

Marriage Contract: Jean B. Imbaud, & Catherine Meunier 1-30

Before Royal Notary of Pointe Coupee, Chev. de Rocheblau Lt. of Troops detached from the Marine, proxy for Cammad merchant in this Colony, declares to have sold to Simon Calais, colonist at False River, piece of land 8 arpents: front with buildings thereon for 1200 livres... 2-2

Marriage Contract: Nicolas Logis, & Dame Marie L. Lormoy, widow by 1st marriage of Pierre Saunier & by 2d of Jac. Menou. 2-26 2-11, 2

Marriage Contract: By notarial act at Pointe Coupee, Guillaume Guerin, native of Natchez, & Marianne Olino, native of Pointe Coupee 2-17

Last will & testament of the late Sr. Albert Beaune 2-24

Exchange of land Charlotte Aufroy, widow Chesnel, as her property is not sufficiently large to raise, she requests permission to exchange with Nicolas Lamothe 2-25

Sale of property J.B. Grevember, called Flamand & wife Dame Anne Chenal, residents of this colony, sell to Francois Caue, sq. of ground containing 12 ordinary lots of ground bounded by Dumaine, Philip & Burgundy Sts. 3-1

Vincent Masse Bouguereau sold to Jean Francois Caminade a plantation at Des Allemands, 10 leagues from the City for 4,000 livres 3-2

Contract of Apprenticeship. Pierre Raby, resident of this city, agreed with Elstac, shoemaker, to give him as an apprentice, his stepson Noel Daublin, for the term of 5 years

Dame Jeanne Trudeau, widow by first marriage of Guera de Laboulaye & by 2d marriage of Guillaume Locquet de la Pommeraye. That while in litigation with her son-in-law de Murat, she was made to sign a deed which was purported to <sup>and</sup> all contestations & put her in possession of laa properties she was claiming, she was deceived that instead of retaking possession she was deceived to sign an act of sale... 3-6

Acknowledgment of obligation of Ignace Bonipierre & his wife to Gaspard Pictet, secured by mortgage 3-9

Nicolas Bordelon & his wife Adrienne Rondo, residents of Pointe Coupee, sold to Antoine Patin a piece of land 2 arpents front for 750 livres 3-11

Promissory note payable on demand for 1350 livres in favor of Dessalle, Artillery Lieut. signed Murat 3-12

Pierre Lafon, carpenter on the " Le Vigilant" acknowledges a debt to Jean Chevalier, carpenter in the King's service 3-13

Contract of a lease for a term of six years 3-15

Petition of Jean Arnoult, partner of the late Boullard desiring to sell a boat named " New Orleans 3-15

Same as above desires to sell a plantation 3-15

Succession of Dame Piveteau 3-20

Act of Sale Laurent Bailly to Ignace Bonpierre 3-20

Inventory Re: Partnership of Arnoult & Boutard deceased 3-22

J.B. Boyer having secured from Jac. Desautel, services of 2 men for a hunting trip on the St. Francis river and having rec'd from Lapointe supplies & provisions for the same purpose, promises to pay Lapointe in the month of January 1759... 3-22

Contract of marriage: Jac. L'Epine, & Delle Marguerite Bastiere 3-25

Succession of Sr. Boutard. Sale of contents of a chest belonging to deceased 3-27

Marriage Contract. Jean Latour. U& Marie Charlotte Lambert 3-25

Amicable transaction passed at Pointe Coupee, between Widow Veronique Vesceli, widow of Daniel Bopf, and the four heirs of Bopf. 4-29

Dame Marie Pascal, widow of the late Francois Godeau petitions the S.C. that she be allowed to sell a plantation near English Turn 3-30

Antoine Aufrere, owner of a brick house situated cor. Royal & Toulouse, by private signature leases said house to J.B. Durel... 3-30

Marriage Contract. Joseph Bailly & Marie Duroche 3-20

Declaration of Jean Martin Porche's brother-in-law saying that they have no claim on deceased Porche's succession... 3-30

Le Blanc de Villeneuve & Marie Jeanne Avarde. Marriage Contract 3-31

Copy of decree of adjudication of the vessel " La Nouvelle Orleans " 3-15  
3-22,

Declaration of Jacob Mendes 4-7

Judgment having been rendered against Jos. Girardy for 2000 livres, representing the value of a negro which Girardy had donated to Dame Marie Anne Langlois, wife of Simon Guenot, acknowledge receiving the sum of 2000 livres in full satisfaction of said judgment. The amount being counted in the presence of the notary by Sheriff M. LeNormand 4-15

Sr. de St. Martin having received from Don Diego Lanz, merchant at Campeche, secret instructions for the purchase of the Frigate "La Jeune Anne" captured from the English by Capt. Legras... 4-13, 24

Sale of Negro Slave. Sold by Andre Chaigneau to Pierre Clemon for the sum of 5000 livres 4-22

Inventory of vessel "Nuestra Senora de Guadelupa" coming from the Port of Campeche, commanded by Capt. Nicolas Rufino. 4-24

Contract of Marriage: Pierre Marchand, & Catherine Bernard 5-1

Francois Trepanier, officer of Militia in this Colony, residing at the German Coast, sells to Louis Barbay, alias San Chagrin, one negresse age about 25 years, purchase price is 4150 livres 5-1

Declaration & Protest: A survey having been made to settle a contestation, of the boundaries between de Mazan's land & Sr. Fleurian's... 5-15

Marriage Contract: Jos. Squire Sr. de la Mirande and Dame Marie Catherine Frederic, widow of the late Antoine Doza 5-15

Jos. V. Dubreuil, Captain of Militia, resident of this city and his wife Jeanne Catherine La Boulaye, owe <sup>M<sup>me</sup></sup> Francoise Petit de Coulange, widow of Vincent Guillaume Dauberville, 80,000 livres the purchase price of one plantation, with cattle, negroes & other appurtenances 5-16

Succession of Daunoy. Loan made by Widow Daunoy from  
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Marriage Contract; Etienne Carraby, known as Dubois,  
and Marie Genevieve Rivarde 5-22

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barge " La Challante" 5-26?

Succession of Sr. Delapommeraye. Petition of the heirs of  
Delapommeraye asking a division of all properties 5-27

Execution of the ordinance of Sr. Bobe Descloseaux, first  
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the late Sr. Delapommeraye 5-28, 29  
5-31

Statements of amounts due the succession of de Lapommeraye

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## PROMISSORY NOTE

Sieur Murat promises to pay Sieur Olivier de Vezin, on demand, the sum of seventy livres, said sum loaned to Sieur Leon, soldier of Mr. Desommes' Company.

(Signed) Murat

Transfer of same to Mr. Roussillon.

(Signed) Olivier de Vezin

Endorsed.

(Signed) Roussillon

Not printed in Louisiana Historical  
Quarterly.

YEAR 1758

JANUARY 3

SALE OF PLANTATION

By notarial act, Sieur Louis de Bautier de Grandpre and Dame Therese Gallard Chamilly, his wife, recognize and confess having this day sold and transferred to Sieur Paul Augustin le Pelletier de Lahoussaye and his wife, Dame Magdelaine Victoire Petit de Levilliere, unimproved land and plantation of about 14-1/2 arpents front more or less with whatever depth there is, situated 8-1/2 leagues above the city near a place called "L'Anse aux Outardes" and bordered on one side by plantation of Sieur Develle Degoutin and on other side by Sieurs Roussillon and Thiphane.

Sieur and Dame de Grandpre also sell to Sieur and Dame de Lahoussaye a quantity of cypress stakes which a resident of Des Allemands named Ambroise is to furnish according to contract.

Sieur de Grandpre will deliver all titles, grants to above land and guarantees above to be free of all debts, mortgages, etc.

Price for above is 7040 livres payable as follows: 3000 livres cash, 1500 livres next June and the remaining 2540 livres to be paid in June 1759.

As security for above payment, Sr. and Dame

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de Lahoussaye mortgage all their properties,  
present and future, and promise and agree  
that above plantation will not be sold nor  
mortgaged until all payments have been made.

(Signed) Grandpre  
de Lahoussaye  
Gallard de Grandpre  
de Levilliere de Lahoussaye

Witnesses:  
Thomassin  
Songy

Chantalou, Notary

(3 pages)

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YEAR 1758

JANUARY 7

CONTRACT OF MARRIAGE

By notarial act, Sieur Jacques Lucien, native of (document torn) son of Sieur Spirit Lucien and Marguerite Lacombe

and

Delle. Marguerite Vualle, native of Paris, daughter of the late Sieur Henry Vualle and the late Marie Jeanne Morelle,

Enter into a contract of marriage stipulating the following clauses and conditions:

Marriage to be solemnized in the Holy Roman Catholic Church,

Each to be responsible for debts contracted before marriage,

Community of purchases or acquisitions according to the custom of Paris,

Future wife brings to marriage the sum of 100 livres, of which 1/3 is to go to community and remaining 2/3 to be reserved for herself.

Future husband settles on the future wife a jointure of 1000 livres.

They agree that no preciput will be reserved for the survivor.

Option of future wife to accept or to renounce community.

Contracting parties make a deed of gift to the survivor.

Sieur Jacques Lucien unable to sign.

(Signed) Marguerite Vualle

Prevost, Tarascon, Simon, Jean Montenary

LeNormand Garic, Notary

Ladous

(2 pages)

Not printed in Louisiana Historical Quarterly.

#7133  
(52888-89-90-91)

YEAR 1758

JANUARY 7

CONTRACT OF MARRIAGE

By notarial act, Sieur Nicolas Logis, widower  
of Elizabeth Saunier dit Tarascon,

and

Marie Louis Lormoir, widow by first marriage  
of Pierre Saunier dit Languedoc, and by second  
marriage of the late Jacques Menou,

Enter into a contract of marriage stipulating  
the following clauses and conditions:

Marriage to be celebrated in the Holy Roman  
Catholic Church,

Community of acquets and gains according to  
custom of Paris,

Each responsible for debts contracted before  
marriage,

Future wife brings her share of the community  
between herself and her late husband, following  
inventory to be taken before the Procurator of  
the King,

Future husband gives to future wife the sum of  
1000 livres as prefix dower,

Preciput to be 300 livres,

Option of wife to accept or renounce community,  
Children of his future wife by former marriage  
to be brought up jointly by the couple and fed,  
lodged and educated in the Catholic faith, ex-  
penses to be from community.

Future husband and wife cannot write, therefore  
do not sign.

(Signed)

Caillaud, Songy, Thomassin, Durel  
Chantalou, Notary

(cont'd)

*Registration*  
*see 1758021101*  
*9/16/93 xp*

#7134  
52893

YEAR 1758

JANUARY 10

EXCHANGE OF NEGROES

Sieur Pierre Delisle Dupart having by contract of marriage given beforehand in his succession, to his son-in-law, Barthelemy Macnamara, a negro woman and her two children valued at 3500 livres, by notarial act, Sieur Macnamara retrocesses the said three negroes to Sieur Dupart and receives two other young negresses valued at the same amount, thus fulfilling the conditions of the marriage contract.

(Signed) Dlle Dupart  
Macnamara

Witnesses:  
A. Ladous  
Lenormand

Garic, Notary

(2 pages)

Not entered in Louisiana Historical Quarterly.

YEAR 1758

JANUARY 15

*no # 1758021501  
9/16/93  
KP*

PROMISSORY NOTE

Acknowledgment of Sieur Murat of indebtedness of 1500 livres to Mr. de Noyan, for value received and agreement to pay same on demand.

(Signed) Murat

Received payment.

(Signed) Du Bot de Neyon

Not entered in Louisiana Historical Quarterly.

#7135  
(52895-96)

YEAR 1758

JANUARY 17

RECEIPT

Before Royal Notary at Pointe Coupee  
and in presence of witnesses, appeared  
Laurent Penne, resident, who acknowledges  
and confesses having received from Jacques  
Lapointe, also resident, the sum of 2500  
livres for land which he (Penne) sold him.

Receipt and full discharge given to Lapointe  
by Penne for above amount.

(Signed)  
Labbee, Roujot, Ch. Benoist, Notary  
Laurent Penne

(2 pages)

Not printed in Louisiana Historical Quarterly.

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#7322  
(55234-55245)

*see documents*  
*#1758/21201*  
*K.P.*  
*10/7/93*

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JANUARY 20

SUCCESSION OF BAPTISTE PROVENCHER  
AND HIS WIFE, MARIE THERESE ALBERONNY.  
GIFT MADE TO EACH OTHER FEB. 10, 1725  
AND CHANGED BY A TESTAMENT MAY 6, 1754.

Personally appeared Dame Marie Anne Barret, wife  
of Sieur Cazalac, absent from this Colony for  
more than six years, without giving sign of life,  
neither was there any certain or positive news  
received since his departure.

Dame Barret as universal legatee of the late  
Dame Therese Alberonny and likewise of the late  
Jean Baptiste Provencher jointly with the late  
Dame Marie Joseph Barret, wife of Sieur Alexis  
Dorval, a resident of Canada, and again as  
charged with the proxy of the said Alexis Dorval,  
in the name and as natural tutor of Michel  
Joseph and Jean Baptiste Dorval, children of the  
late Marie Joseph Barret and Alexis Dorval,  
said proxy dated January 20, 1757, was duly  
legalized by Mr. Bigot of the first part  
and Sieur Titon de Silegne, first secretary of  
Monsieur de Kerlerec, Governor of this Province,  
in the name and as purchaser for him, his heirs  
and having cause of the property rights name and  
action of the said late Dame Therese Alberonny  
according to contract of August 16, 1757, of  
the second part.

The above parties stated that the late Jean  
Baptiste Provencher and Dame Marie Therese  
Alberonny, his wife, had made a mutual gift  
between them of all their property to the  
survivor, by usufruct only. The said mutual

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gift act passed before Henry, Notary, under date of February 10, 1725. The following year they changed it by a separate testament passed by Mr. Chantalou, Notary, May 6, 1754, by which they will conserve for the survivor, the usufruct of their property, which they decree after their death to Dame Joseph Barret, wife of Alexis Dorval and Dame Marie Anne Barret, wife of Sieur Cazelar, absent from this Colony for more than six years. The said ladies, gentlemen and nieces of Sieur Provenche and the said property was granted on condition that all of the property would be divided in equal portions among them and remitted to each without lawsuit or dissension and in case that one of the nieces should die without children, that her share will be given to the survivor and her children, not to others, without any one being able to take anything, not even their husbands, who can only enjoy the usufruct during their lives.

After the death of her husband, Sieur Provenche, Dame Alberonny revoked and annuled the said testament and of her own free will transferred all of her rights, movable and immovable, and properties to Sieur Thiton de Silegne belonging to her, as her share of the community with Sieur Jean Baptiste Provenche, according to inventory made by the survivor after the death of her husband, without exception or reserve, also ceded enjoyment of her usufruct in the community coming to the heirs established by her late husband, so that Sieur Thiton will only enjoy it during the life of the granter, unless he enters an agreement with the heirs

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after her death, to acquire the share coming to them from Sieur Provenche, their uncle.

The sale and transfer by Sieur Thiton makes and assigns to the grantor, an annual pension for life of 3500 livres, payable on the first day of every January commencing in 1757 and besides 40000 livres, of which the grantor acknowledges having received 10000 livres cash and the grantee obligates himself to pay the balance of 30000 livres in ten years, beginning from the date of the act passed by Chantalou, August 13, 1755.

After the sale, transfer of all rights and actions by Dame Alberonny in favor of Sieur Thiton, the said purchaser and grantee, renounced in favor of Dame Alberonny the special rights that the said lady had given him for the lots and house in the city and other properties belonging to her as well as of the late Provenche, so that she can dispose of the said property by decree, or last will as she will judge proper, in recognition for what she has done to procure for him the preference of the other half of the rights belonging to the heirs of the late Sieur Provenche.

After taking the advice of the Rev. P. George, Superior of the Capuchin Friars, and Mr. de St. Martin, Captain of Militia, and friends concerning the said renunciation, accepted it, promising to do all in her power to secure preference on the other property of the heirs of Sr. Provenche for him, on which promise he had established himself and without which he would never have acquired the rights and pretensions, and that in case the heirs refuse to accord her the preference, price for price, or

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to sell to her, it be deducted from the 30000 livres that Sieur Thiton must pay in 10 years that of 10000 livres to compensate him. Besides she wants Sieur Thiton to come into the rights presently renounced and to divide equally among the heirs all properties mentioned in the act passed by Chantalou October 24, 1755. ?

That Dame Alberonny, widow of Sr. Provenche, made her testament to the said notary and appointed as her universal legatee Dame Marie Anne Barret, wife of Sieur Cazelar, to whom she gives all of her property, rights and actions, and by codicil under date of February 13th of the present year confirming the said testament and gives liberty to a negresse named Marie Louise included in the inventory and consequently in the sale and transfer to Sieur Thiton.

In virtue of the said acts, Sieur Thiton de Silegne had brought suit against Dame Cazelar as having been authorized by decree of the Council, March 4th last, in consequence had presented petition to the Council concluding that he be permitted to subpoena Dame Marie Anne Provenche to appear on the first day of hearing of the Council in order to consent in favor of the plaintiff to the sale of the share coming to him in the succession of the late Provenche and also to the share coming to Dame Dorval, as being authorized by proxy of which she is vested, to the clauses and price for price of that which he acquired from the said Dame Provenche, or on refusal to have the said proxy validated, that it please the Council to name a curator for the said succession for the interest of absent heirs, and upon refusal by the respondent to sell to the plaintiff according

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to the clauses and conditions mentioned in the said act, it be ordered that Sieur Thiton re-enter in all the rights he had previous to the renunciation accepted under the condition of sale. The rights consist of the reduction of the price, principle of the sum of 10000 livres and in his one-half of the houses and lots in this city and other properties according to the inventory made after the death of Sr. Provenche and other rights and actions,

To which the said lady answered without wanting to appear respondent, that she was without her husband's proxy, actually absent, and that she was waiting day after day, for which she was renouncing to all authorization whatsoever, coming or to come, concerning the transfer of her rights, actions and pretensions, protesting all disposition to the contrary, reserving for herself only, to look after and dispose of her revenues, rents and usufruct, and concluded, that it please the Consul to order the plaintiff to pay arrears, expired life pensions, and that all other properties, funds of the succession of her uncle, was judicially affirmed for the benefit of whom it may concern. On August 8th an order of intervention ordered that in default of consent to sell by defendant, the plaintiff would re-enter into all his rights, and that a definite judicial division of all the movables and immovables contained in the inventory of the deceased for which she will remain charged with the share coming to her as well as those of the heirs, and that the parties will name umpires, within 15 days, before the attorney general, this writ had been served by Barry, office clerk with mandate and repeated mandate on the said lady to satisfy as shown by the

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writs of May 1st and 15th last, had by no means wanted to satisfy for which Sieur Thiton had again presented other requests to the Council concluding that he may be permitted to subpoena the said lady to appear before such members of the Council named for this purpose to hear the order to proceed with a definite partition as much in her presence as in her absence in the presence of the Attorney General of the King and other necessary appointments, besides in virtue of the refusal of the lady to sell to the plaintiff, that it has pleased the Council to order definitely that he re-enter into all of his rights consisting in the said reduction of the principal in the sum of 10000 livres, in his one-half of the house and lots in the city, clothes, linen, etc., and as regard rest of the property which cannot be divided, that it be sold at public auction to the last and highest bidder in order to arrive at a definite settlement.

In view of the defense in the petition of the said lady persisting and protesting against all authorization, refusing all means of arrangements, concluding that the said properties be leased out, but other writs of the Council intervened, under date of May 6th last, which ordered that the writ of April 8th be executed according to its form and tenor, and in default of the said lady to take title in the said succession within three days, a curator will be named in the said succession to defend and argue the interests partition ordered, etc. The said decree was served on May 10th on the said lady by summons of Sieur Barry, clerk.

Such was the state of affairs and the above

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named parties desirous to terminate between them all controversy, willing to follow the advice of their friends and undersigned councillors, which requires them to be amicable in all differences existing one against the other pending in the Council upon their respective demands and on which the said decrees intervened, and desirous to retain the respect of their friends and advisors, and the friendship among themselves, Mr. Thiton de Silegne, besides these presence acknowledges and confesses having sold and transferred and promised guarantee of these acts and promises to Dame de Cazelar authorized to this effect by decree of the Council of the 2nd of the present month, here present, and accepting for her, her heirs and having cause to half of the plantation coming to the said widow Provenche for her half in the community between her and the said Provenche, her husband, the said possession to start January 1, 1760, thus it shall be afterwards more fully stated in the sale and transfer thus made, less 55000 livres, on which sum the said Thiton will owe still by the terms stated in the said contract for the passing of the sale, that had been made to him by Dame widow Provenche, that of 30000 livres in full payment of his acquisition, and of which sum Dame Marie Anne Barret, spouse of Sieur Cazelar, in the name and as universal legatee of Dame Alberonny, releases and discharges Sieur Thiton against whomever it may concern, by means of these presence and for the remaining 25000 livres, Dame Marie Anne Barret, in the said name authorizing the givers and payers to obligate themselves to pay Sieur Thiton in money or specie current in France, on the said day, January 1, 1760, for all delay to the penalty of all expenses,

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damages and interest, for which payment the plantation and all other properties, presently sold will remain privileged and mortgaged, and besides, the lady obligates and mortgages all and each of her other properties without one obligation derogating the other, conveying by the said Sieur Thiton to the purchaser, all rights of possession he has and may have in the said half of the properties contained in the inventory made, after the death of Sieur Provenche, which he relinquished for his benefit and that of his heirs, and it was agreed among the parties that Sieur Thiton de Silegne will keep and enjoy the plantation until January 1, 1760, as much for the half presently sold as of the half belonging to Dame Cazelar and absent heirs of Sieur Provenche, consisting of lands, slaves, live stock mentioned in the inventory, for the possession and enjoyment of which he will pay 2000 livres, as also Sieur Thiton obligates himself to discount equally on the sum of 25000 livres, that of 1000 livres, which the parties have estimated and evaluated as past due rent since the death of Dame Alberonny, which Sieur Thiton must actually pay cash, the sum that may remain due for annuity, that he made annually to Dame Alberonny, that likewise Sieur Thiton obligates to leave on the plantation when he returns it 200 quarters of corn in the husk for the benefit of Dame Cazelar by means of which Dame Cazelar will only have to pay 22000 livres to Sieur Thiton, and it was further agreed that Sieur Thiton will be responsible for the accidental death of all slaves and runaway slaves, and in case of accidental death of any slaves, they shall be appraised by experts agreed upon by the interested parties. Likewise Sieur Thiton will replace to the said lady a like amount of

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cattle, tools, utensils, belonging to the plantation mentioned in the inventory, the said lady acknowledging having already received all furniture, clothes, linen, silverware, etc., for which Sieur Thiton remains discharged.

He is required to return the plantation in the same condition that he received it and on that account it will be lawful for him to remove everything that he will have placed or constructed thereon, and will not be held responsible for sheepfold which collapsed by decay, but obliged to maintain the levees, drain gutters, and for this purpose, constituted for their proxy, the holder of these presence, and to the said lady acknowledging having received from Sieur Thiton presently all papers, acts and contracts of the things above mentioned and passed before the undersigned notaries, as before cited, as well as the discharge of the 10000 livres that Sieur Thiton paid to Dame Alberomy on account of the 40000 livres making the principal sum of his acquisition, all of which pieces were presently furnished to the lady purchaser. It was further agreed that Dame Cazelas will be free mistress during the month of December 1759 to remove from the plantation the slaves that she wants to have sold to arrive at the said payment, breaking and annulling all previous agreements, The said lady admitting having received in our presence the sum of 562 livres in full settlement of her annuity due Dame Alberomy.

Made and passed at the residence of Dame Cazelar Dec. 12, 1758, in the presence of the undersigned witnesses.

Dutillet	LaCazelar
Trudeau Laveaux	Thiton de Silegne
Chantalou, Notary	

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YEAR 1758JANUARY 20

Jan. 10, 1759

Before the Royal Notary in the presence of the undersigned witnesses, personally appeared Jean Soubit proxy for Sieur Thiton de Silegne, absent from this Colony and Dame Marie Anne Barret, wife of Sieur Cazelar, also absent from this Colony, stating that she is charged with the proxy of Marie Joseph Barret, wife of Alexandre Dorval, said Dorval being the tutor of Michel, Joseph and Jean Baptiste Dorval, his children, dated January 20, 1757, who declared that Sieur Soubie wanted to return to Widow Cazelar the property ceded by Sieur Thiton according to above act, acknowledging having received the same from Sieur Soubie, discharging Sieur Thiton, Sieur Soubie acknowledging having received this day from Widow Cazelar the sum of 22000 livres cash in full payment of the said sale, for which Sieur Soubie discharges her, and that Sieur Thiton has no further claim against the plantation. Paid as follows, a draft of 12000 livres paid by Sieur Thibeau, drawn on Sieur Dame Cazelar by Sieur Thiton on December 30th, 1758, and a sum of 10000 livres cash in money of this Colony by means of which both parties acknowledge having nothing more to claim against each other.

(Signed)

Jn. Soubie, Baptiste Casellar, Olivier de  
J. P. St. Martin, Louis Ranson de Vozin  
Louis Chancellier, Bernard Louthe Chantalou

(12 pages)

Not printed in Louisiana Historical Quarterly.

#7137  
(52900)

YEAR 1758

JANUARY 24

CONTRACT OF APPRENTICESHIP

Nicolas Jacques Dalpaije of this Colony, Coachmaker, before Mr. Jean Baptiste Raguet, Councillor at Superior Council, acting Attorney General in the Province of Louisiana, assumes as apprentice, Jean Baptiste Leonard, minor son of the late Frederic Leonard and deceased Marie Francoise Muguel, teaching him his trade, furnishing food, home and washing for three years; Leonard promises to do everything in the interest of his master. In case the boy will become ill with a long sickness, or leave the house of his master, he will be compelled to replace the lost time, but in the event of an ordinary sickness, the master will furnish him medicine and doctor without payment of any amount.

Thus is agreed between parties before witnesses undersigned.

(Apprentice being illiterate, did not sign).

(Signed) Dalpaije  
Raguet

Thomassin  
Songy

Chantalou

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YEAR 1758JANUARY 25

## PROCURATION

Under private signature, Sieur Charle Linto, at his plantation, grants a procuracy to his wife (name not stated) giving her power and authority to sell and transfer the lots of ground which he owns in Sieur Robin's Square, vouching for the validity of said sale and guarantees not to disturb the buyers or question their purchases.

(Signed)

Witness:  
Jacques Massicot

Ordinary mark  
x  
of Ch. Linto

Not printed in Louisiana Historical Quarterly.

YEAR 1758

JANUARY 26

OBLIGATION

Before Notary Royal and witnesses, Sr. de Vaugine, Lieutenant of a Marine Company, and his wife, Dame Petit de Livillier, acknowledge a debt of 10,000 livres due by them to Sr. Grondel, Captain of Swiss Troops maintained at Fort Conde in Mobile, said money belonging to Widow Bidant, debtors oblige themselves to pay back in two years from this day, giving as security a mortgage on all their property.

(Signed) de Vaugine  
de Livillier de Vaugine  
Grondel  
Barry  
Garic, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758

JANUARY 26

SUCCESSION OF DAME CATHERINE GERVAIS

Receipt and Discharge

Dame Catherine Message, only daughter of Sieur Message and the late Dame Catherine Langlois, and grand daughter and heiress of deceased Catherine Gervais, having married Sieur Charles Gastican, merchant at Kaskaskias, the said Sieur Gastican, acting in her name as well as his, by notarial act passed before Sieur Labussiere, Notary at Illinois, granted a procuration to Sieur Antoine Bienvenu giving him power and authority to recover from Sieur Michel Fortie, curator of the late Catherine Gervais' succession whatever legacy had befallen to his wife, from the said succession by right of inheritance.

Sieur Bienvenu, after taking cognizance of all accounts, decrees and partitions pertaining to the said succession, by notarial act acknowledges receiving from Sieur Michel Fortie, curator, the sum of 2212 livres 10 sols 4 deniers in principal and interest to date; the late Dame Langlois, mother of Dame Message having beforehand received the sum of 2373 livres 10 sols on account of her inheritance or was indebted to the said succession according to Sieur Message's note as a property in community with Dame Langlois.

Sieur Bienvenu received the said amount of 2212 livres 10 sols 4 deniers without prejudice to the rights of constituent to the lands remaining unsold in Illinois and to the recovery to be made

#7139 cont'd.

of accounts due to the succession, the greater part of which are insolvent.

Sieur Bienvenu gives Sieur Fortie full receipt and discharge for amount received and promise to get him full receipt and discharge from his constituent.

(Signed) Bienvenu  
Fortie

Witnesses:  
Coquille  
Sadous

Garic, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758

JANUARY 29

EXCHANGE OF PROPERTIES

By notarial act, Jean Frederic and Dame Marie Lesbit, his wife, sell and transfer to Sieur Alexandre de Latil, a portion of a lot of ground, street not mentioned, measuring 22 feet front by 58 feet depth, in exchange for a lot of ground situated on St. Philip Street measuring 60 feet front by 120 feet depth which Sieur de Latil sells and transfers to Sieur Frederic and Dame Marie Lesbit.

Mr. Latil obligates himself to move at his own expense during the following month on the lot of ground sold to Sieur Frederic and his wife, the little house they have on the lot of ground deeded to him, to rebuild it with a brick chimney, German style and a mud wall around as originally built in the best possible manner.

Sieur Frederic and Dame Lesbit do not sign, being illiterate.

(Signed) Latil

Witnesses:

Sadous  
Coquille

Garic, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758

JANUARY 30

ACT OF SALE

By notarial act, Dame Catherine Lingchnal holding power of attorney, by private signature, from her husband, Charles Linto, dated January 25th at their plantation, sells and transfers to Mr. Jean Baptiste Fleuriau, Lieutenant of Marines, in garrison in this Colony, an unimproved half square of ground situated on Dauphine Street in the outskirts of the city bordering the lots of Mrs. Rattet and Mr. Robin, opposite the square owned by Mr. Deverges, engineer, bought from Laurent Lerable by notarial act before Mr. Chantalou July 15, 1754.

Said sale made in consideration of 1500 livres which Dame Lingchnal acknowledges receiving in Colonial currency.

Dame Lingchnal does not sign, being illiterate.

(Signed) Fleuriau

Witnesses:  
Coquille  
Ladous

Garic, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758

JANUARY 30

4 pages

CONTRACT OF MARRIAGE

By notarial act, Sieur Jean Baptiste Imbaud, minor son of the late Aubert Imbaud and the late Dame Louise Marchand, native of this City, Alphonse Billet, known as La Jeunesse, his brother, acting for him

and

Catherine Meunier, minor daughter of Sieur Martin Meunier and Dame Louise Tatibaud, her father and mother acting for her, native of this city,

Enter into a contract of marriage stipulating the following clauses and conditions:

Marriage to be solemnized in the Holy Roman Catholic Church,

Each responsible for debts contracted before marriage,

Community of acquets and gains according to custom of Paris,

Future wife brings to marriage whatever she may inherit from her father and mother,

Future husband settles on the future wife a jointure of 1000 livres.

The preciput to be taken by the survivor will be in the sum of 300 livres.

Option of wife to accept or renounce community,

Contracting parties make a deed of gift to the survivor.

The future husband and Sieur Bailly do not sign, being illiterate.

(Signed) Catherine Meunier

La Jeunesse

Witnesses:

Songy, Thomassin

Chantalou, Notary

Francois Sanson, Pierre Hardy

#7143  
(52916)

YEAR 1758

JANUARY 31

SALE

By notarial act, Francois Caminada, merchant in this Colony, acknowledges to have this day sold and transferred to Manuel Antoine Morain, Portuguese at present in this Colony, accepting for himself and heirs 7-1/2 arpents front on 40 depth, situated 10 leagues from the City, for the sum of 1050 livres payment Vendor declares to have received and discharges said buyer.

(Signed) Francois Caminada  
Morain  
M. Bougureau  
Ladoux  
Garic, Notary

Not printed in Louisiana Historical Quarterly.

#7144  
(52918)

YEAR 1758

FEBRUARY 2

ACT OF SALE

Before Royal Notary of Pointe Coupee,  
Chev. de Rocheblave, Lieutenant of Troops  
detached from the Marine, proxy for Sr.  
Gammada, merchant in this Colony, declares  
to have sold and transferred Sr. Simon  
Calais, colonist at False River, a piece  
of land 8 arpents front on ordinary depth,  
with buildings thereon, situated at False  
River, for the sum of 1200 livres, which  
buyer promises to pay 600 livres during  
the present year, other 600 livres in the  
course of the year 1759, this made before  
witnesses.

(Signed) Chev. de Rocheblave

Witnesses:  
Roujot  
Dumas  
Bedos

Benoist, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758

07  
FEBRUARY 17th

5 pages

CONTRACT OF MARRIAGE

By notarial act at Pointe Coupée, Sieur  
Guillaume Guerin, native of Natchez, son  
of the late Guillaume Guerin, and the  
late Marianne Dainien,

<sup>OLIVO</sup> AND  
Marianne Olino, native of Pointe Coupée,  
daughter of the late Sieur Pierre Olino <sup>OLIVO</sup>  
and Dame Magdeleine Cabre, and step-daugh-  
ter, of Pierre Ducote, acting for her, en-  
ter into a contract of marriage stipulating  
the following clauses and conditions.

Marriage to be solemnized in the Holy Roman  
Catholic Church.

Each responsible for debts contracted before  
marriage.

Community of acquests and gains according to  
custom of Paris.

Future wife brings to marriage the sum of  
100 pistols which the Sieur Bahnot, her  
brother-in-law, promises to pay her within  
one year without prejudice to the inheritance  
she may receive at her mother's death.

Future husband gives to future wife the sum  
of 1500 livres.

Preciput 500 livres.

Option of future wife to accept or to re-  
nounce community.

No. 2

Doc. 7147  
(cont'd)

They make a deed of gift to survive.

WITNESSES:

Signed by:

Bahuot  
Olineau  
Duval  
Catherine Olivo  
Dumas  
Catherine Cheval  
Croyet

Marianne Olivot  
Pierre Ducote  
Benoist,  
Notary

Printed in Louisiana Historical Quarterly.

YEAR 1758  
8 pages

Feb. 11.  
~~JANUARY 7th~~

COPY OF CONTRACT OF MAR-  
RIAGE

By notarial act Sieur Nicolas Logis, native  
of this colony, widower of Dame Elizabeth  
Laurin dit Tarascon

AND

*Lormoy*  
Dame Marie Louise Lormoy, widow by first mar-  
riage of Pierre Saunier and by second of Jae-  
ques Menou, enter into a contract of marriage  
stipulating the following clauses and condi-  
tions.

Marriage to be celebrated in Holy Roman Catholic  
Church.

Each responsible for debts contracted before  
marriage.

Community of acquests and gains according to  
custom of Paris.

Future wife brings to marriage her share of  
community between herself and Sieur Jacques  
Menou, following inventory to be taken before  
the procurator general of the king, of which  
1/3 to go to community and remaining 2/3 to  
be reserved for herself and children.

Future husband settles a jointure of 1000 liv-  
res on the future wife. Preciput in the sum  
of 300 livres to befall the survivor before in-  
ventory. Option of wife to accept or renounce  
community.

Contracting parties make a deed of gift to the  
survivor of a child's share, said donation to  
be registered.

(cont'd)

Children of the future wife by previous marriage are to be lodged, clothed, fed and educated in the Catholic religion, expenses to be met by community, their share of succession of their late father to remain intact for them.

Original signed by Dubourg, Caillaud, Thomassin Songy, witnesses, and Chantalou, notary. The prospective husband and wife do not sign being illiterate and also Sieurs Ducret and Larmois.

Copy signed by Broutin, Notary.

YEAR 1758

FEBRUARY 11

EXECUTIVE SESSION OF THE  
SUPERIOR COUNCIL.

The Superior Council considering the petition of Sieur Nicolas Logis, sergeant, and the approval of the Attorney General, decrees that the deed of donation inserted in the contract of marriage of Sieur Nicolas Logis, sergeant, and Marie Louise Larmois, be recorded in the Registry Court of the Superior Council for the said deed of donation will take its effect.

Said contract registered at once by the Clerk.

By the Council,

Broutin, clerk.

Document enclosed with #7133  
(52890)

YEAR 1758

FEBRUARY 11

PETITION FOR REGISTRATION

(see 1758010701  
9/16/93  
KP)

Sieur Nicolas Logis, Sergeant of Troops in the City, says that he married Marie Louise Lormoir, widow by first marriage of Pierre Saunier dit Languedoc, and by second marriage of the late Jacques Menou, and as his wife's children were left an inheritance by their father,

Sieur Logis petitions Superior Council to have said inheritance registered by the Clerk of Superior Council.

(Signed) X Mark of Logis

1758

February 11, Superior Council orders above to be registered as petitioned for.

(Signed) Rochemore

Registered in Folio 63

Not printed in Louisiana Historical Quarterly.

#7146  
(52931)

YEAR 1758

FEBRUARY 15

DONATION

Before Notary of Pointe Coupee and witnesses, Sr. de Pontalba, Captain of Troops detached from the Marine, at present at this Post, makes gift of a negro woman named Marie, aged between 18 and 20, and her child, to Sr. Nicolas Wiles, same to be his during his life. At his death, said slaves are to be given his daughter, Catherine, wife of Armand Ducre, obligating themselves to pay both Catherine's brothers, Joseph and Philippe, a sum of 150 livres each, money current in this colony.

Sieur de Pontalba obligates himself not to exact anything from Sieur Armand or his wife.

(Signed) Pontalba  
Nicolas Wiles

Witnesses:  
Roujot  
Ricard

Ch. Benoist, Notary

(52933)

YEAR 1758

FEBRUARY 15

RECEIPT

Before Notary of Pointe Coupee,  
Jacques Bedos, merchant in this  
Colony, acknowledges to have re-  
ceived cash from Charles Rompre,  
inhabitant of the Colony, 300 livres  
for entire payment of a piece of ground  
acquired before Notary undersigned, for  
which sum of 700 livres Bedos acquits  
and discharges said Rompre before wit-  
nesses.

(Signed)

Bedos  
Ricard

Roujot  
Benoist, Notary

YEAR 1758  
2 pages

FEBRUARY 21st

PROCURATION.

By notarial act Don Manuel Geronimo Sanchez, grants a procuration to the Sieur Jean Baptiste Garic, Notary and Attorney of Vacant Estates, giving him power and authority to receive and recover from the Sieur Dutertre, at present absent from the city; all salaries due to constituent as commander of Dutertre's boat (L'aurore) and all other sums which are due him according to obligations delivered to procurator. In case Sr. Dutertre refuses to pay above, Sr. Garic is further authorized to institute legal proceedings to enforce collection of same.

Signed by:

WITNESSES:

J. Songy  
Thomassin

Manuel Geronimo Sanchez  
Chantalou, Notary.

Not printed in Louisiana Historical Quarterly.

#7150  
(53001)

YEAR 1758

FEBRUARY 23

SALE

Before Notary Royal of the Province of Louisiana and Mr. de Kernion, Councillor Assessor at Superior Council, Jean Baptiste Boudreau, known as Gravelin, declares that to pay a debt due by him to Sr. Brazillier, he yields to sell him 40 head of cattle for the sum of 2000 livres, this amount paid cash this day and acquitting sum previously due by means of which payment Sr. Brazillier is possessor of said 40 head, agreeing to their transfer at Pascagoula, at his own costs and expenses.

Gravelin blind, is unable to sign.

(Signed) Brazillier  
Huchet de Kernion  
Dubuisson  
A. Thomassin  
Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758  
3 pages

FEBRUARY 24th

LAST WILL AND TESTAMENT OF THE  
LATE SIEUR ALBERT BEAUNE.

Before us the undersigned notary and witnesses, at the request of Albert Beaune, a resident of this colony; we repaired to the house of Sieur Robin, where we entered a small building, where we found Sieur Beaune, sick abed, but sound of mind, memory, judgment and intelligence, and understanding, declared, that although he had a son, his sole and universal heir, he wanted to make some arrangement in his personal affairs concerning Sieur Arlu, and fearing the uncertainty of death, he dictated his last will and testament, further declared, that wishing to avoid all discussions and contestations between his son Albert Beaune, and his half-brother Sieur Arlu, he acknowledges that on January 15th, 1747, he had associated Sieur Arlu for one-third in all the profits acquired, improvements, and increases made together in the said partnership, he wants and understands that the said partnership will be held valid, although they have passed no acts, always worked faithfully together, without even a written acknowledgment, and to prevent contestation, Sieur Beaune declared that after the death of Dame Arlu, his spouse, and the mother of Sieur Arlu, he had an inventory taken of the property and share of the community, with the testator and declarer, that since Sieur Arlu had increased the property, he was entitled to one-third of the same clear of all incumbrances, and one-half with his half brother Albert Beaune in their mother's succes-

sion, Sieur Beaune desires that Sieur Arlu deduct one-fourth on the total amount of the succession for his share coming from his mother's community, that being his last wishes Albert Beaune stated he could neither sign nor write.

Laveau  
Jacques Eivret  
Garic,  
Notary

Not printed in Louisiana Historical Quarterly.

(53023)

YEAR 1758

FEBRUARY 25

EXCHANGE OF LAND

Petition to Honorable Judge Trenaunay de Chanfret at Pointe Coupee, Charlotte Aufroy, widow Chesnel, that the property on which she lives consisting of four and a half arpents not being sufficiently large to raise cattle, neither having the acreage for cultivation, prays in interest of her minor children to be permitted to make an exchange with Sr. Nicolas Lamothe whose property has a frontage of eight arpents by usual depth situated on False River, requesting be allowed a family meeting of friends of said minors to deliberate on said exchange.

(Signed) Sarazin  
for said widow

1758

Feb. 28, Request granted.

(Signed) Trenaunay de Chanfret

MISSING  
7/16/92 KP

YEAR 1752  
(Recorded in 1758)

FEBRUARY 26th

7 pages

COPY OF CONTRACT OF MAR-  
RIAGE.

By notarial act Sieur Jacques Menou, native of D'haton en Perche, bishopric of Chartre en Bosse, son of Louis Menou and Elizabeth Bourlier

AND

Dame Louise Lormoy, widow of the late Pierre Saunier dit Languedoc, enter into a contract of marriage stipulating the following clauses and conditions.

Marriage to be solemnized in the Holy Roman Catholic Church.

Each responsible for debts contracted before marriage.

Community of acquests and gains according to custom of Paris.

Future wife brings to marriage half of her share of succession of her late husband, she having paid to Sieur Barbin the other half of her share since she became a widow, for the house she bought from him, 1/3 of said share goes to community and the remaining 2/3 goes to herself and children.

Future husband gives to future wife the sum of 1500 livres as prefix dower.

Preciput - 500 livres.

(cont'd)

Doc. #7152  
(cont'd)

Option of wife to accept or renounce community.  
They make a deed of gift to the survivor.

Future wife's children by previous marriage are to be lodged, clothed, fed and educated in the Catholic faith, expenses for above to be paid from community, their share of their father's succession to remain intact for them until they reach the age of majority.

Original signed by Jacques Menou, Guilloteau Philiosa, Pousin, Tizonneau, Songy and Chantalou, Notary.

The future wife and Sieur Ducret do not sign, being illiterate.

Copy signed by Broutin, Notary.

Not printed in Louisiana Historical Quarterly.

YEAR 1758

2 pages

MARCH 1

ACT OF SALE BY NOTARIAL ACT.

Vendors: Jean Baptiste Grevember called  
Flamand and wife Dame Anne Chenal,  
residents of this colony.

Vendee: François Caïe

Property: A square of ground containing 12  
ordinary lots of ground back of  
town, bounded by Dumaine, St.  
Philip, and Burgundy Streets,  
enclosed by mud stakes, with all  
warranties.

Price: 5500#, cash.

(Signed) Grevember  
Caïe

WITNESSES:  
Thomassin  
Songy

Chantalou,  
Notary

Not printed in Louisiana Historical Quarterly.

#7154  
(53017)

YEAR 1758

MARCH 2

SALE

By notarial act, Sieur Vincent Masse Bouguereau acknowledges to have this day sold and transferred to Sr. Jean Francois Caminade, merchant in the Colony, a plantation at Des Allemands 10 leagues from the City, 8 arpents front with ordinary depth of 40 arpents, with all buildings thereon, at the cost of 4,000 livres payable four months from this date, for security of which payment Vendee gives mortgage on all his property.

(Signed) M. Bouguereau  
Francois Caminade

Witnesses:  
Sadous  
Coquille

Garic, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758  
2 pages

MARCH 4

CONTRACT OF APPRENTICESHIP

By notarial act, Sieur Pierre Raby, resident of this city, agreed with Sieur Elstac, shoe-maker of this city, to give him as an apprentice, his step-son, Noel Daublin, aged 13 years, son of the late Sieur Daublin and Dame Marie Anne Gratin, his wife at present, for the term of five years.

Raby promises and obligates himself to maintain, dress and furnish necessary bedding to Daublin. Elstac promises and obligates himself to teach the trade of shoe-maker to Daublin and to feed, lodge and have his washing done for the term of said apprenticeship and to allow him one hour a day in which to learn to read and write.

It is agreed that if said apprentice either by debauchery or otherwise leaves his master, that said Raby will do everything possible to make him return; in case he is unable to do so, he will indemnify said Elstac to the amount of 200 livres.

Above apprenticeship made without any cash payment for the reason that Elstac is sufficiently compensated by the long term of apprenticeship. Elstac not being able to write, does not sign.

(Signed) Raby

Witnesses:

Songy  
Thomassin

Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

#7157  
(53023)

YEAR 1758

MARCH 6

EXCHANGE

Before Hon. Claude Trenaunay de Chanfret, Judge sub-delegate at the Port of Pointe Coupee, appeared Charlotte Aufroy, widow in second marriage of Francois Chesnel, and in first marriage of Etienne Gosseran; said widow appointed tutrix of Louis Gosseran, aged 20, and of his brother Antoine, aged 15, declares that in accordance of her petition presented February 25th, requesting a family meeting of friends of said minors concerning an exchange of grounds between said widow and Sr. Nicolas Lamothe and was agreed exchange be made on condition of Sr. Lamothe given said widow counter exchange of 500 livres.

(Signed)	Trenaunay de Chanfret
Lamothe	Barry
Pierre Ducote	
Louis Marion	
Collet	
Duval	Ch. Benoist, Clerk
Lavalle	
David	

Widow Aufroy illiterate, does not sign.

#7156  
(53051)

YEAR 1758

MARCH 6

Dame Jeanne Trudeau, widow by first marriage of Monsieur Guerain de Laboulaye and by second marriage of Monsieur Guillaume Locquet de La Pommeraye, appearing before the Recorder of the Superior Council, states that while in litigation with her son-in-law, Monsieur de Murat, she was made, on September 17th last, to sign a deed which was purported to end all contestations and put her in possession of all properties she was claiming.

After taking cognizance of said document, she was suddenly surprised to discover that instead of retaking possession of her properties as she thought she was doing, she was deceived to sign an act of sale of all her properties, which she had never intended to do and now she protests against the validity of said act of sale, against any results that may follow and anything that may happen after in the future, because by that pretended sale she has been greatly wronged as well as all her other children.

The said deed is lacking honesty and fair dealing by mentioning events which never happened such as the death of Sieur Jean Baptiste Laboulaye, who is well alive according to recent news received.

According to the said deed, Mr. and Mrs. Villars were to receive only 10,000 livres at the death of declarer, something to which neither she nor

(cont'd)

#7156 cont'd.

Mr. and Mrs. Villars, who had not even signed said deed, had never given a thought, all of which shows plainly that all rules of sincerity have been broken.

Dame Jeanne Trudeau declares that she intends to sue and make application for the recession and annulment of said sale for reasons quoted above and which will also be stated later.

Certificate of said declaration and protest was granted to Dame Trudeau on her request for her to be used as it is well meant for her account for reasons best known to herself.

(Signed) De Lapommeraye  
Chantalou, Clerk

(2 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758MARCH 9

ACKNOWLEDGMENT OF OBLIGATION  
 OF IGNACE BONPIERRE AND HIS WIFE  
 TO SIEUR GASPARD PICTET, SECURED  
 BY MORTGAGE.

Personally appeared Ignace Bonpierre and Marie  
 Magdelaine Fourneau, his wife, whom he author-  
 izes by these presence, and who have acknowledged  
 and confessed legitimately owing Sieur Gaspard  
 Pictet, also present, the sum of 17112 livres  
 14 sols for merchandise taken from his store in  
 which sum there is belonging to the following in-  
 dividuals:

6409 livres	7 sols	for the partnership under the style of Pictet & Caminada
579 livres		for Chevalier Diedrik
275 livres		for Sieur Gysard

and the balance of the said sum belonging to  
 Sieur Pictet, for which the said Bonpierre and  
 his spouse are satisfied, and obligate themselves  
 in solido, one for the other, one for both, with-  
 out discussion or division to all which they have  
 renounced to deliver and pay to the said Sieur  
 Pictet the above named sum as follows:

One-third in four months from this day  
 One-third four months later, and the  
 last one-third in one year from this day

for the security of which they obligate themselves  
 solidly, assigning and mortgaging all of their  
 property, present and to come, and it was agreed

#7158 cont'd.

YEAR 1758MARCH 9

between the parties, that should there come a change either in deduction or of whatever nature on the bills which is the actual money of the Colony, the said Pictet will not be required to stand the loss.

Made and passed in the presence of the undersigned witnesses, who signed with us with the exception of Dame Bonpierre, who declared she could neither write nor sign.

(Signed) Pictet  
Bonpierre

Witnesses:

P. Songy  
P. Thomassin

Chantalou, Notary

(3 pages)

Not printed in Louisiana Historical Quarterly.

62/29

YEAR 1758

MARCH 11

ACT OF SALE

By notarial act Sieur Nicolas Bordelon and his wife, Dame Adrienne Rondo, residents of Pointe Coupee, acknowledge having sold to the Sieur Antoine Patin a piece of land two arpents front by the usual depth with all improvements thereon, said land adjoining on one side property of Sr. Patin and on other side the one of Sieur Allouin, said two arpents sold for the sum of 750 livres payable as follows: 500 livres cash and remaining 250 livres to be paid in January, 1759.

Sieur Bordelon and his wife give a receipt to Sieur Patin and guarantee land to be free from all debts, mortgages, etc.

Sieur Patin furnishes bond as security for payment of above.

(Signed) Bordelon  
Adrienne Rondo  
Patin

Witnesses:  
L'Abbe  
Ricard

Benoist, Notary

(3 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758

MARCH 12

2 pp.

Promissory note payable on demand  
for the sum of 1350 livres in favor  
of Mr. Dessalle, artillery Lieutenant.

(Signed) Murat

July 12, 1758  
Receipt for 1350 livres tendered  
Mr. Trudeau.

(Signed) Dessalle

✓  
#54666  
March 5, 1759  
Endorsement of the above note in favor  
of Reguet son.

(Signed) Trudeau

July 4, 1769  
Receipt tendered Mr. Chantalou for the  
amount of the said note.

(Signed) Reguet

Not in Louisiana Historical Quarterly.

YEAR 1758MARCH 13

2 pp.

Promissory note transaction.

---

Promissory note for 1000 livres signed Murat payable six months after in favor of Mr. St. Martin.

Receipt tendered Mr. Chantalou for the above sum.

(Sgd) Trudeau

#54572- June 26, 1758

Endorsement.

Receipt tendered Monsieur Trudeau for 1000 livres paid for Mr. Murat's account.

(Sgd) St. Martin

Not in Louisiana Historical Quarterly.

#7161  
53044

YEAR 1758

MARCH 13

OBLIGATION

By notarial act, Pierre Lafon, carpenter on the Brigantine "Le Vigilant", acknowledges being in debt to Jean Chevalier, carpenter in the King's service, for the sum of 111 livres loaned him this day in money current in France, which said Pierre Lafon promises to pay Chevalier, or to his order, whether in France or elsewhere, for which security said Lafon mortgages his property, specially a house and vineyard he has in Marennes, France.

Sieur Chevalier does not sign, being illiterate.

(Signed) Pierre Lafon  
Songy  
A. Thomassin  
Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

#7163  
(53046)

YEAR 1758

MARCH 15

LEASE

Contract of a lease by notarial act passed between Jean Baptiste Maroteau, baker, and acting Procurator General Jean Baptiste Raguet, acting for minor Jean Baptiste Leonard, for a house in this City located on Bourbon St., belonging to said minor, for a term of six years beginning June 1st of last year, 1757, at a rental of one hundred and eighty livres per year, payment to be made every six months, before witnesses who signed.

(Signed) Maroteau  
Raguet

Witnesses:  
Songy  
Thomassin

Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758MARCH 15

(4 pages)

Petition of M. Jean Arnoult.  

---

Sieur Jean Arnoult, partner of the late Sieur Boullard, merchant, desiring to sell a boat named New Orleans, the property of the partnership, petitions Hon. Bobe Descloseaux, first judge at the Superior Council, to issue a decree allowing him to sell the said boat according to due course of law and to appoint a commissary to supervise the said sale.

(Signed) J. Arnoult

Permission given to sell the said boat before Mr. de la Freniere, commissary, in presence of the attorney general.

(Signed) Bobe Descloseaux

Advertisement published by Sheriff Lenormand, ordering the first, second and third auction sales of the boat New Orleans, specifying the said boat to be sold to the last and highest bidder, the first auction to take place on March 22nd, the second on March 29th and the third and last on April 4th. The successful bidder to assume all cost over and above the auction price.

(Signed) Lenormand

Not printed in Louisiana Historical Quarterly.

YEAR 1758  
(4 pages)

MARCH 15

Petition of Mr. Jean Arnoult.

---

Sieur Jean Arnoult, partner of the late Sieur Boullard, merchant, desiring to sell a plantation measuring twenty four arpents front by whatever depth it may be, situated at the Chapitoulas, four leagues above the city, the property of the partnership, petitions Hon. Bobe Descloseaux, first Judge of the Superior Council to issue a decree allowing him to sell the said plantation according to due course of law and to appoint a commissary to supervise the sale.

(Signed) J. Arnoult

Permission given to sell the said plantation before Mr. de la Freniere, commissary, in presence of the Attorney-General.

(Signed) Bobe Descloseaux

Advertisements published by Sheriff Lenormand ordering the first, second and third auction sales of the plantation, specifying the said plantation to be sold to last and highest bidder. The first auction to take place on March 22nd, the second on March 29th, and the third and last on April 4th. The successful bidder to assume all cost over and above the auction price.

(Signed) Lenormand

Not printed in Louisiana Historical Quarterly.

see Document  
#1758040401  
KP  
9/23/93

YEAR 1758

MARCH 15

COPY OF DECREE OF ADJUDICATION  
OF THE VESSEL "LA NOUVELLE ORLEANS"

Greetings -

Be it known that in virtue of the ordinance of Mr. Jean Baptiste Claude Bobe Descloseaux, under date of March 15th last and upon the petition of Jean Arnoult, associate of the late Sieur Boutard, and also in virtue of the writ of the said Council under date of March 4th, bearing on the opinion of the Attorney General that the property and effects of the partnership be sold judicially and Boutard's share remitted to Sieur Arnoult, giving good and valid surety, in consequence of which bills were printed and posted in all the highways and byways or crossroads of the city by Marin Le Normand according to his verbal process, under date of March 19th carrying the date of sale, March 22nd, on which date bids will be received on a vessel named "La Nouvelle Orleans" of about 60-ton burden, with all its riggings, etc., from all persons according to the clause and conditions stipulated by the adjudicator, to pay cash before being placed in possession, the price of his adjudication and costs. The auction was held at the bar of the Court on March 28, 1758, 10 A. M. before Mr. Nicolas Chauvin Lafreniere, Attorney and Assessor of the said Council in these parts in the presence of the Attorney General. There being no bidders, the sale was postponed until Wednesday, March 29, 1758, when the sale

(cont'd)

53144

YEAR 1758

MARCH 15

was proceeded with for the second time but no sale was effected. On April 2nd bills were posted for the 3rd and last sale for April 4th, on which date the vessel was adjudicated to Sieur Caminada for the sum of 800 livres cash and cost, as being the last and highest bidder.

By the Council

(3 pages)

Not printed in Louisiana Historical Quarterly.

62/29

YEAR 1758

MARCH 16

ACCOUNT OF THE DIVISION OF A  
CARGO MADE BETWEEN ARNOULT,  
BOULLAR AND PRE. CARRESSE.

A division of the cargo of the cartle  
vessel, the "St. Louis", Captain Arrive,  
master.

The division of the cargo which consisted princi-  
pally of cotton goods in bolt, some foodstuff,  
paper and candles, was as follows:

Sieur Pre. Carresse received two-thirds,  
Messrs. Arnould and Boullar, one-third.

We the undersigned acknowledge having made the  
division, as above, errors and omissions ex-  
cepted.

New Orleans, March 16th, 1758.

(Signed) Pre. Carresse

(2 pages)

Not printed in Louisiana Historical Quarterly.

Blank Number

YEAR 1758

MARCH 20

2 pages  
In French

PETITION FOR LAND

Sieur Marquis, officer of the 4th Company, Swiss Regiment garrisoned in New Orleans, asks to keep six arpents of land which he discovered belonged to no one. add them to His Majesty's domain, and let him build his habitation there.

SUBJECT: Land, German Coast  
PERSONS: Marquis, Vesperman, Fichte, de Kerlerec, Bobe,,Descloseaus

#1758032004

Not found in Louisiana Historical Quarterly

YEAR 1758

MARCH 20

SUCCESSION OF DAME PIVETEAU

Procuration

Denis Braud, Colonist residing at the District of Choupitoulas, major son of the late Simon Denis Braud and Dame Piveteau, wishing to be put in possession of his share of his mother's succession, by notarial act, grants a procuration to Sieur Sainson, King's printer at St. Pierre, Martinique, his mother's second husband, giving him power and authority to get from Sieur Delorme, merchant at St. Pierre, his tutor and administrator of his properties, an accounting of said administration during his minority; to agree upon and close all accounts and recover all balances standing papers and titles and to manage all constituent's affairs and administer his properties in St. Pierre until settlement of the said succession.

He further authorizes Sieur Sainson to institute, if necessary, all legal proceedings to enforce settlement and promises to approve and ratify all said procurator's deeds.

(Signed) D. Braud  
Chantalou, Notary

Witnesses:  
Thomassin  
Songy

Not printed in Louisiana Historical Quarterly.

YEAR 1758MARCH 20

## ACT OF SALE

## Chantalou to de Vaugine

Before the Royal Notary, Mr. Augustin Chantalou, Clerk of the Superior Council and Mrs. Marguerite Songy, his wife, sold to Mr. de Vaugine, Colonial Officer, a piece of land eight acres front by whatever depth it may be, with residence, stores and other buildings, courtyard, garden and fences, together with sixteen negro slaves and about 43 head of cattle, horses and sheep, for the sum of 70,000 livres payable as follows:

22,348 livres 10 sols cash in Colonial currency, and a promissory note on demand of 7651 livres 10 sols; the balance in two notes of 20,000 livres each, payable one and two years after.

For the payment of the said amount, they mortgage all of their property, present and to come, without deduction, which might prevail on the market value of the currency at the time of payment.

They to enjoy their land and appurtenances which are as follows: Six arpents of land acquired from Sr. Dirlino according to act given to the purchasers. The said title adjudicated by request of Sieur Volont, under date of August 22nd, 1752, the original being presently exhibited and the other two adjoining those of Sieur Pictet, coming from an exchange by Mr. La Gauthray, which title the seller promises to the purchaser

#7167 cont'd.

YEAR 1758MARCH 20

for the execution of which they have given their proxy the bearer of the titles, full power to act.

(Signed) Chantalou,            Songy Chantalou  
    Devaugine            Delivillier de Vaugine

Witnesses:

P. Thomassin  
 Andre Sadows

Garic, Notary

1758

March 28,

Receipt

I, the undersigned, acknowledge having received from Mr. Devaugine, through Mr. De Lahoussaye, the sum of 20,000 livres; on my receipt of June 4, 1758, 12000 livres in notes of Mr. De Lachaise, and that of 8000 livres in bills of this Colony for the term expiring in March last.

(Signed) Chantalou

(4 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758

MARCH 20

CONTRACT OF MARRIAGE

By notarial act, Joseph Bailly, native of this city, son of the late Vivien Bailly and Marie Bouquier,

and

Demoiselle Marie Duroche, native of this city, daughter of Pierre Duroche and Dame Catherine Joseph Guichard, acting for her, enter into a contract of marriage, stipulating the following clauses and agreements:

Marriage ceremony to be solemnized in the Holy Roman Catholic Church,  
Each to be responsible for debts contracted before marriage,  
Community of acquets and gains according to the custom of Paris.

Sieur Duroche and Dame Catherine Joseph Guichard give to future wife, their daughter, on account beforehand on her share of their succession, a lot of ground measuring 10 toises front by 25 toises depth with house built on it, a negress sixteen years old, and furniture, clothes, linens and jewelry, all valued at 4000 livres, of which one-third is to go to community and two thirds to be reserved for herself and children.

Future husband settles a jointure of 2000 livres on the future wife.

It is agreed that the preciput will be in the sum

(cont'd)

#7179 cont'd.

of 800 livres that the survivor will take in movables at the inventory appraisement.

Option of the future wife to accept or to renounce community.

Contracting parties make a deed of gift to the survivor.

Sieur Bailly, Jean Baptiste Mouta and Dame Catherine Joseph Guichard do not sign, being illiterate.

(Signed) Marie Duroche  
Pierre Duroche  
Garic, Notary

Witnesses:

Joly  
Harand  
Charpentie  
Simon Cheney  
Sadous

(4 pages)

Not entered in Louisiana Historical Quarterly.

YEAR 1758

MARCH 20

*- Act of sale -*

By notarial act, Laurent Bailly, tailor, and Francoise Maune, his wife, authorized by their presence acknowledges to have this day sold and transferred to Sr. Ignace Bonpierre, merchant, and Marie Magdeleine Fournier, his wife, present and accepting in solido one for another, one for both three slaves, husband, wife and son named Augustin respectively 51, 35 and 13 years old, for the sum of 5,500 livres, first payment of 2000 livres to be made in fifteen days, the balance 3,500 livres in June - for which security Bonpierre and wife mortgage their property.

(Signed) Bonpierre

Songy

A. Thomassin

Chantalou, Notary

Sr. Bailly and Dame Bonpierre illiterate, do not sign.

1758

March 30, By notarial act, Sr. Bailly agrees to give credit to Sr. Bonpierre and wife for the sum of 1,500 livres or second payment, leaving a balance of 2000 livres, said 1500 being the purchase price of the negro Augustin.

Note: No reason can be accounted for the reduction, document being torn.

(cont'd)

#7168 cont'd.

1758

April 16,

Sale

Receipt and discharge are given Sr. Bonpierre and wife - Sr. Bailly and wife acknowledging to have received this day 2000 livres first payment of above said act.

1758

August 7,

By notarial act, Sr. Laurent

Bailly acknowledges to have

received this day from Dame Widow Bonpierre the sum of 2000 livres treasure notes final and perfect payment by means of which payment said Dame Bonpierre is possessor of slaves bought by above said act.

(Signed) Songy

A. Thomassin

Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

58/29

YEAR 1758MARCH 22

(6 pages)

Inventory by Sheriff Lenormand  
 Re: Partnership of Arnoult and  
 Boutard, deceased.

Inventory made pursuant to writ of Superior Council of the Province of Louisiana, and on petition of decedent, in order that the property of said partnership may be sold at auction and share of deceased delivered to Arnoult on his furnishing bond:

Movables.

Contents of a store: Groceries, fire-arms, cutlery, etc.

Cargo on vessel "St. Louis" sold for 4,300#.

Immovables.

One plantation situated above the Chapitoulas, measuring 24 arpents front, whereon is one cabin and 200 cords of wood.

Mr. Arnoult states that there are also debts due partnership as evidenced by memoranda, among said debtors some are insolvent.

Mr. Arnoult further states that he has just paid a debt of 15,830#, 13 sols, for account of said partnership.

(Signed) J. Arnoult

Le Normand

Raguet

Garic, Notary

Raguet )  
 Lafreniere) Witnesses

Not printed in Louisiana Historical Quarterly.

YEAR 1758MARCH 22

## SUCCESSION OF BOUTARD

Judicial Sale of his property and also that of the partnership between him and Sieur J. Arnoult, for the protection of his heirs.

In virtue of the Superior Council's writ of the 4th of the present and the petition of Sieur Arnoult, here present, partner of the late Sieur Boutard, who died at sea, the said writ between Sieur Garic, Attorney for Vacant Estates, Plaintiff, and Sieur Arnoult, Defendant, bearing on the opinion of the Attorney General that an inventory will be taken of the property and effects of the said Partnership which will be sold judicially, and Sieur Boutard's share remitted to the said Sieur Arnoult, he giving valid security, in virtue whereof we Nicolas Chauvin de Lafreniere, with the Attorney General and the Bailiff and Clerk of the said Council repaired to the store of Sieur Arnoult, to proceed with the sale and adjudication to the last and highest bidder of the effects of the partnership contained in the inventory taken by us yesterday, which sale was advertised in the customary manner, all sales to be made for cash and the amount deposited in the hands of the Clerk. Afterward the office and its contents will be placed at public auction and sold to the last and highest bidder.

At twelve o'clock, the sale was stopped, amounting to 3277 livres, to be continued at two o'clock P. M. of the same day.

(Signed) J. Arnoult, LeNormand  
Lafreniere, Raguet

(cont'd)

#7170 cont'd.

YEAR 1758MARCH 22

At two P. M. the drum was sounded for a continuation of the sale which was stopped about 6 P. M., amounting to 3081 livres, to be continued the next morning and

(Signed) J. Arnoult, LeNormand,  
Lafreniere, Raguet

On the 23rd day of March, same year, at two o'clock in the afternoon, the above sale was continued in the presence and petition of the Attorney General, the said sale was announced by the beating of the drum in the city and crossroads. The sale was held until 6 P. M. when it was stopped, with a total of 4734 livres.

Sale to be continued the next day at 2 P. M. and signed

J. Arnoult, LeNormand  
Lafreniere, Raguet

On March 24th, at the appointed hour, we proceeded with the sale. At six o'clock, the sale was stopped, amounting to 2244 livres to be continued the next morning and

(Signed) J. Arnoult, LeNormand,  
Lafreniere, Raguet

On March 25th at 8 A. M., the sale was continued after beating of the drum, and stopped the sale at twelve o'clock, with a total of 2521 livres, to be continued at 2 P. M. and

(Signed) J. Arnoult, LeNormand  
Lafreniere, Raguet

(cont'd)

#7170 cont'd.

YEAR 1758MARCH 22

At 2 P. M. of the same day, the sale was continued, until six o'clock P. M. with a total of 2468 livres, to be continued Saturday morning and

(Signed) J. Arnoult, LeNormand  
Lafreniere, Raguet

On March 27th, 8 A. M. continued the sale after advertising it throughout the city and its crossroads by the beat of the drum, until 2 P. M. this afternoon, with a total of 3063 livres and

(Signed) J. Arnoult, LeNormand  
Lafreniere, Raguet

On the above date at the appointed hour (2 P. M.), the sale was continued until tomorrow, March 28th at 8 A. M. with total sales amounting to 22497 livres and

(Signed) J. Arnoult, LeNormand  
Lafreniere, Raguet

Note: Among the articles offered for sale on the above day was a negro slave and a vessel of about 12 tons, with rigging, covering, etc.

On March 28th, at 8 A. M., the sale was continued after the usual formalities, until there was nothing more to sell, belonging to the partnership as affirmed Sieur Arnoult, and closed the sale with a total of 391 livres for that day.

(cont'd)

YEAR 1758MARCH 22

The total amount of the said sale of the partnership at public auction amounted to 25140 livres, which will be remitted to Sieur Arnoult, conforming to the decree of the Council. Deduction made for costs and expenses. Made and stopped on the said day, month and year.

(Signed) J. Arnoult, Raguet

Today, April 18, 1758, appeared at the bailiff's office of the Superior Council of Louisiana, Sieur J. Arnoult, who conformed to the decree of the Council of March last, acknowledged and confessed having this day received from the undersigned the sum of 11672 livres cash for total amount of sales of the effects of Sieur Boutard, and offered Sieur Delisle Dupar, a resident of this city for his surety, for the share belonging to the heirs of Sieur Boutard.

The said surety was accepted by Monsieur Jean Baptiste Raguet, Assistant Attorney General. Sieur Arnoult and Dupar have promised to give the heirs their share and for the execution of which, they have mortgaged their property. Made and passed in the presence of the undersigned witnesses.

(Signed) Dlle Dupar J. Arnoult

P. Thomassin Raguet

(24 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758MARCH 22

6 pages

## SUCCESSION OF SIEUR BOUTARD

Copy of the adjudication and  
sale of the Schooner "New Orleans"

On March 22, 1758, in virtue of the ordinance of Sieur Jean Baptiste Claude Bobe Descloseaux, Commissioner of the Navy and First Judge of the Superior Council of the said Province, under date of March 15th and upon the petition of Sieur Jean Arnoul, partner of the late Sieur Boutard, I Nicolas Chauvin Lafreniere, Attorney and Assessor in these parts, accompanied by Sieur Jean Baptiste Raguet, Attorney and Acting Attorney General, repaired to the bar of the Court, to proceed with the auction and sale of the Schooner "New Orleans" belonging to the partnership between Arnoul and the late Boutard, of about 60 tons, with all of its fittings and riggings, mentioned in the inventory, represented in the verbal process, of the publications and posters made in consequence, by Marin Le Normand, under date of March 19th, there being no bidders, the undersigned Attorneys postponed the sale until Wednesday, March 29th, advertising the sale to take place on Sunday, March 26th. The bids being unsatisfactory, the auctioneers ordered that new posters be published and distributed throughout the city next Sunday, April 2nd for the auction Tuesday, April 4th. On April 4th, before 10 o'clock, the auction was resumed, by virtue of the ordinance received the last and highest bid from Sieur Caminada to whom we adjudicated the said Schooner named "New Orleans" for the sum of 800 livres, which he promises to pay with all costs.

(Signed) Lafreniere

YEAR 1758

MARCH 22

OBLIGATION

Sieur Jean Baptiste Boyer having secured from Sieur Jacques Desautel, the services of two men for a hunting trip on the St. Francis River and having received from Sieur Lapointe supplies and provisions for the same purpose, by notarial act at Pointe Coupee, acknowledges to be indebted to Sieur Desautel in the sum of 1535 livres, which he promises to pay to Sieur Lapointe or order, in the month of January 1759, in Colonial currency or from the proceeds of the sale of the first cargo which he will send down to New Orleans.

Sieur Lapointe being entitled by privilege to previous claim, all articles and effects coming down, proceeding from Sieur Boyer's personal properties, will be mortgaged and assigned until full settlement of said obligation.

Sieur Lapointe does not sign, being illiterate.

Signed) Jean Baptiste Boyer

Witnesses:

Ricard

Roujot

Ch. Benoist, Notary

(There is nothing to explain why the obligation made to Sieur Desautel should be paid to Sieur Lapointe).

Not printed in Louisiana Historical Quarterly.

#7173  
(53108-109-110)

YEAR 1758

MARCH 25

CONTRACT OF MARRIAGE

By notarial act, Sieur Jean Latour, son of  
Sieur Joseph Latour and Therese Vulsonne,  
native of Bordeaux, parish of St. Pierre,  
and

Delle. Marie Charlotte Lambert, daughter of  
the late Honore Lambert and Agness Blouin,  
native of this city,

Enter into a contract of marriage stipulating  
the following clauses and conditions:

Marriage to be solemnized in the Holy Roman  
Catholic Church,

Community of acquets and gains according to  
custom of Paris,

Each responsible for debts contracted before  
marriage,

Future wife brings to marriage whatever she  
may inherit from her late father, of which  $1/3$   
is to go to community and remaining  $2/3$  to be  
reserved for herself and children,

Future husband settles a jointure of 3000 livres  
on the future wife and for security of payment  
he mortgages all his effects, present and future,  
It is agreed that the preciput will be in the  
sum of 1500 livres, which the survivor will take  
before inventory,

Dame Agness Blouin, mother of the future wife,  
acting for her daughter.

Option of future wife and her children to ac-  
cept or to renounce community.

(cont'd)

#7173 cont'd.

Contracting parties make a deed of gift to  
the survivor.

Dame Blouin being unable to write, does  
not sign.

(Signed) Marie Charlotte Lambert  
Latour  
Garic, Notary

Witnesses:  
Delisle Dupart  
Raimond  
J. Vienne  
Pierre Arrive  
Sadous

(3 pages)

Not printed in Louisiana Historical Quarterly.

#7172  
(53104-05-06-07)

YEAR 1758

MARCH 25

CONTRACT OF MARRIAGE

By notarial act, Sieur Jacques L'Epine, son of  
Sieur Jean Francois L'Epine, and Dame Catherine  
Chenalle, native of this city,

and

Delle. Margueritte Bastiere, daughter of the  
late Sieur Jean Baptiste Bastiere and Marie  
Decrez, native of this city,

Enter into a contract of marriage, stipulating  
the following clauses and conditions:

Marriage to be solemnized in the Holy Roman  
Catholic Church,

Each responsible for debts contracted before  
marriage,

Community of acquets and gains according to  
custom of Paris,

Future wife brings to marriage the sum of 1000  
livres and whatever she may inherit from her  
father and mother, of which 1/3 of both money  
and inheritance goes to the community and re-  
maining 2/3 to be reserved for herself and  
children.

Future husband says and declares that his pos-  
sessions amount to the sum of 4000 livres cash  
and an additional 5000 livres owed to him by  
various persons.

Future husband settles a jointure of 1000 livres  
on the future wife.

It is agreed that the preciput will be in the  
sum of 500 livres that the survivor will take  
before inventory.

(cont'd)

#7172 cont'd.

Option of wife and children to accept or  
renounce community.  
Contracting parties make a deed of gift to  
the survivor.

(Signed) Jacques L'Epine  
(X) Margueritte Bastiere

## Witnesses:

Grevenberg  
Cantrelle  
Louis Judice  
Sadous  
De Harande

Garic, Notary

Registered:  
No signature

(4 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758MARCH 27

## SUCCESSION OF SIEUR BOUTARD

Sale of the Contents of a  
Chest belonging to deceased.

Personally appeared Jean Arnoul, who declared that Captain Arrive of the schooner aboard which Sieur Boutard died, had given him a chest belonging to him in which was a number of articles of clothing, etc.

We petition for the opening of the said chest in order to sell its contents.

Besides wearing apparel and clothing, there was a steel sword inlaid with silver. The blade broken, that being all that was found in the chest, which was adjudicated to the last and highest bidder.

The present sale amounting to 532 livres, which will be remitted to Sieur Arnoul, in his capacity, who will remit it to his heirs on first request.

Made and passed in the presence of the undersigned witnesses.

(Signed) J. Arnoul

Witnesses:  
LeNormand  
Raguet

(3 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758

MARCH 29

SALE AND TRANSFER OF PRIZE SHARE.

The privateer ship "Le Fripon Cayes St. Louis", Captain Laurent Graves having captured the vessel "La Jeune Anne", Joannis Cazard, a spare sailor having first sighted and detected the said vessel, was awarded a share and a half in said prize.

By notarial act, said Joannis Cazard, now enlisted on the "La Jeune Anne's" crew, before leaving this colony, sells to Sieur Jean Milhet, merchant, all of his rights and interest to the said share and a half coming to him in the said vessel and cargo and acknowledges receiving from Sieur Milhet, to his satisfaction, the amount and value of said portion, in consideration of which he relinquishes all claims to said ship and cargo in favor of Sieur Milhet notwithstanding that Sieur Milhet shall not have any recourse against said granter.

Said Joannis Cazard does not sign, being illiterate.

(Signed) J. Milhet  
Chantalou, Notary

Witnesses:  
Thomassin  
Songy

Not printed in Louisiana Historical Quarterly.

YEAR 1758MARCH 29

3 pages

AMICABLE TRANSACTION (PASSED AT  
POINTE COUPEE)

Amicable transaction between widow Veronique Vesceli, widow of deceased Daniel Bopf, planter, and the four heirs of said Bopf. Widow Veronique Vesceli waives all her rights to the community property between herself and her deceased husband, said Daniel Bopf, on condition that his heirs voluntarily confess owing her the sum of thirteen hundred livres and, pay same in full settlement.

Accordingly, said heirs pay to their step-mother, Veronique Vesceli, the sum of three hundred livres in currency, the remaining thousand livres payable during the course of January 1759 as final payment of the thirteen hundred livres due her. Said heirs promise to pay all debts pertaining to their father's succession, and give mortgage security on all their property until final payment is made to said widow Veronique Vesceli.

(Signed) Jean Daniel,  
Ch. Benoist,  
Roujot,  
Ricard

Not printed in Louisiana Historical Quarterly.

YEAR 1758

MARCH 30

SALE OF BOAT

By notarial act, Sieur Gaspard Maillard, Captain and owner of the boat "Le Franc-Macon", acknowledges and confesses having sold above named boat of 35 tons, complete with all riggings, sails, etc., to the Sieur Antoine Olivier, merchant of this city, for the sum of 4200 livres cash.

Sieur Maillard guarantees said boat to be free of all debts, mortgages, etc. and gives a full receipt and discharge of all further obligation to Sieur Olivier.

(Signed) A. Olivier  
Gaspard Maillard

Witnesses:  
Songy  
Thomassin

Chantalou, Notary

(2 pages)

Not printed in Louisiana Historical Quarterly.

#7177  
53118

YEAR 1758

MARCH 30

LEASE

Sieur Antoine Aufrere, owner of a brick house situated corner Royal and Toulouse, by private signature leases said house to Sieur Jean Baptiste Durel under the following terms and conditions:

Said house measuring 60x27 feet built on a lot 65 feet front by 80 feet depth with kitchen in the rear appurtenances and dependancies for the price of 1200 livres per year payable every three months, said lease to begin on April 10th next until the last day of 1760, unless the said Sieur Aufrere would find an opportunity during the term of said lease to sell said house profitably. In that case Sieur Aufrere agrees to give Sieur Durel three months' free rent in order to allow him time to look for another house and will even give him the preference if he intends to buy it; will also allow Sieur Durel to remove any improvements that he may have put on said house and may be useful to him.

(Signed) Durel  
Aufrere

Witnesses:  
Aufrere  
Dusigne

Not printed in Louisiana Historical Quarterly.

#  
55482-83-84

Referenda  
# 1758040302  
K.P. - K.P.  
9/23/73

YEAR 1758

MARCH 30

PETITION FOR SALE OF PROPERTY.

Dame Marie Pascal, widow of the late Sieur Francois Codeau, says that during the absence of her late husband, she bought a plantation of four arpents front by the usual depth situated at English Turn about 5 leagues from the city, close to the property of Sieur de Rocheblave on one side and on other by the property of the Sieur de Coudreau.

Dame Pascal petitions Superior Council that as she is unable to pay for same or to live there herself, she be allowed to sell above plantation.

(Signed) Godeau

1758

April 3, Above petition ordered communicated to the Procurator General.

(Signed) Bobe Descloseaux

1758

April 3, Procurator General advises that it is necessary to hold a meeting of parents and friends to deliberate on above petition.

(Signed) Raguet

1758

April 4, Meeting of family and friends ordered held before Hon. De Lafreniere and in presence of Procurator General.

(Signed) Bobe Descloseaux

(cont. d.)

1759

January 17, Sheriff issues notice to appear before Hon. De Lafreniere to the following persons:

Sieurs De Lahoussaye,	Dutillet
Trudeau,	De Macarty
Braguet,	Coue
Vienne	

all above ordered to appear at 9 A. M. to deliberate on above petition.

(Signed) Le Normand

(3 pages)

Not printed in Louisiana Historical Quarterly.

64/29

YEAR 1758

MARCH 30

CONTRACT OF MARRIAGE

By notarial act, Joseph <sup>Bailly</sup> Bailly, native of this city, son of the late Vivien Bailly and Marie Bouquier,

and

Demoiselle Marie Duroche, native of this city, daughter of Pierre Duroche and Dame Catherine Joseph Guichard, acting for her, <sup>Bailly</sup>  
enter into a contract of marriage, stipulating the following clauses and agreements:

Marriage ceremony to be solemnized in the Holy Roman Catholic Church,

Each to be responsible for debts contracted before marriage,

Community of acquets and gains according to the custom of Paris.

Sieur Duroche and Dame Catherine Joseph Guichard give to future wife, their daughter, on account beforehand on her share of their succession, a lot of ground measuring 10 toises front by 25 toises depth with house built on it, a negress sixteen years old, and furniture, clothes, linens and jewelry, all valued at 4000 livres, of which one-third is to go to community and two thirds to be reserved for herself and children.

Future husband settles a jointure of 2000 livres on the future wife.

It is agreed that the preciput will be in the sum

(cont'd)

of 800 livres that the survivor will take in movables at the inventory appraisement.

Option of the future wife to accept or to renounce community.

Contracting parties make a deed of gift to the survivor.

Sieur Bailly, Jean Baptiste Mouta and Dame Catherine Joseph Guichard do not sign, being illiterate.

(Signed) Marie Duroche  
Pierre Duroche  
Garic, Notary

Witnesses:

Joly  
Harand  
Charpentie  
Simon Cheney  
Sadous

(4 pages)

Not entered in Louisiana Historical Quarterly.

YEAR 1758

MARCH 30

1 page

Deposition of a donation given under private seal.

Declaration of Jean Martin Porche's brothers-in-law saying that they have no claim on deceased Porche's Succession, said Porche being the father of said Jean Martin Porche.

(Signed) Gustre

(X) mark of Jean Baras

V. Porche

Nicola Wisse, witness

Deposition by Martin Porche of a donation made to him by Jean Baras, Vincent Porche and Pierre Gustre, under private seal.

(Signed) Martin Porche

Ricard

Roujot

Charles Benoist

Not printed in Louisiana Historical Quarterly.

YEAR 1758

MARCH 31

CONTRACT OF MARRIAGE

By notarial act, Sieur Le Blanc de Villeneuve,  
native of Graye en Dauphine, son of the late  
Mons. Balthazar Alsio Le Blanc de Villeneuve  
and Dame Anne Monier Delauney

and

Demoiselle Marie Jeanne Avard, native of New  
Orleans, daughter of the late Robert Avard and  
Dame Jeanne Joseph Fiquery,

Enter into a contract of marriage, stipulating  
the following clauses and conditions:

Marriage to be solemnized in the Holy Roman  
Catholic Church,

Each responsible for debts contracted before  
marriage,

Community of acquets and gains according to  
custom of Paris,

Sieur and Dame Delaunay obligate themselves to  
board and lodge couple until the succession of  
her late father has been settled, or if couple  
prefer to live alone, to give them 2000 livres  
per year until succession has been settled.  
Future husband settles a jointure of 6000  
livres on future wife.

It is agreed that the preciput shall be the  
sum of 2000 livres which the survivor shall  
take before inventory.

Option of future wife to accept or to renounce  
community.

Contracting parties make a deed of gift to  
survivor.

(cont'd)

#7182 cont'd.

(Signed) Le Blanc de Villeneuve  
J. Avard

## Witnesses:

Piquery, Delaunay, Delaunay, Dutillet  
M. Piquery, Kerlrec, T. de Kerlrec, Le Brion  
Desomme, Belille, de Neyon, Dubruil Dessalles  
Bobé Descloseaux, Robert Avart, Coue  
Edouard de Belille, Coulange, Dauberville  
Baubelle, Delachaise Latille, Sadous  
Dutisme Grondel, Constance Grondel  
Belille, Neyon de Villere, A. Piquery  
J. Piquery, Delahoussaye, Delagautrais  
de Vaugine,

Garic, Notary

*W. J. Garic*

(5 pages)

Not printed in Louisiana Historical Quarterly.

64/29

YEAR 1758APRIL 1

## ACKNOWLEDGMENT OF DEBT

Sieur Murat promises to pay to Sieur  
Roussillon or order the sum of 1595  
livres, value received in ready money.

Approving the writing above

(Signed) Murat

Not printed in Louisiana Historical Quarterly.

# \_\_\_\_\_

YEAR 1746

APRIL 3

SUCCESSION OF SIEUR ANCELAIN.

Promissory note of Sieur  
Ancelain made payable to  
Monsieur Laplace or order,  
in the sum of 610 livres  
for value received in mer-  
chandise.

(Signed) Ancelain

Not printed in Louisiana Historical  
Quarterly.

#7190  
(53175-76)

YEAR 1758

APRIL 7

PROCURATION

By notarial act, Sieur Jacques Boudet, Captain of the Privateer Schooner "La Tempeste", about to sail from the city, grants a procuration to Sieur Francois Braquier, merchant, giving him power and authority to manage and administer all his affairs during his absence, receive all letters and parcels addressed to him from France or elsewhere, recover all amounts due and pay all debts, invest all funds whether in letters of exchange or other commodities and generally do any and all things which to the said agent may seem fit; the said constituent hereby ratifying and approving all that his said agent may do in the premises.

(Signed) J. Boudet  
Chantalou, Notary

Witnesses:  
Thomassin  
Songy

Not printed in Louisiana Historical Quarterly.

(54662)

see Document  
#1758040201

YEAR 1758

APRIL 8

Promissory note in favor of Mr. Garic for  
1000 livres payable on demand.

(Signed) Murat

1758

July 11, Receipt tendered Mr. Chantalou for  
200 livres paid on account.

(Signed) Garic

1758

Dec. 30, Promise to pay 800 livres, balance due  
on above note as soon as funds are  
available.

(Signed) Chantalou

1759

Jan. 6, Receipt tendered Mr. Gauvain for 800  
livres, balance due on the original note,  
the said amount to be collected by Mr. Gauvain  
from the maker of the note.

(Signed) Garic

1759

March 15, Receipt in full tendered Mr. Chantalou  
for the above note.

(Signed) Gauvain

Not printed in Louisiana Historical Quarterly.

#7198  
(53178)

YEAR 1758

APRIL 8

DECLARATION

Sieur Louis Viviat, merchant at New Orleans, having entered into a partnership contract with Sieurs Baulor and Molinier, both merchants at Leoganne, Keys of St. Louis, received a letter written by Sieur Baulor, Sieur Molinier concurring, dated probably by error, January 10, 1757 (should be 1758) advising him of the dispatching to France, by the two correspondents, of two vessels: "Le Cardinal de Sondir" amounting with its cargo to 54090 livres and another vessel (name not stated) under command of Captain Morin, amounting similarly to 31000 livres.

Sieurs Baulor and Molinier in their letter give Sieur Viviat to understand that the said vessels were dispatched as much for his account as for theirs.

Appearing before the Registry Court of the Superior Council, Sieur Louis Viviat declares that while he has made a contract of partnership with the said Sieurs Baulor and Molinier, there are no clauses nor articles in the said contract allowing Sieurs Baulor and Molinier to dispatch any vessels to France and therefore Sieur Viviat declares that he takes no part in the above mentioned venture, leaving all to the risks and perils of the said Sieurs Baulor and Molinier, desisting from all pretensions and claims from the said venture.

Certificate of his declaration granted to Sieur Viviat on his request.

(Signed) Viviat  
Chantalou, Clerk

#7195  
(53184)

YEAR 1758

APRIL 13

COMMISSION

Sieur de St. Martin having received from Mr. Don Diego Lanz, merchant at Campeche, secret instructions for the purchase of the Frigate "La Jeune Anne" captured from the English by Captain Legras, addressed the following letter:

I beseech Monsieur Caminada to do me the favor of outbidding, for the account and hazards of Monsieur Don Diego Lanz, at the auction sale of the Frigate "La Jeune Anne", all those who wish to bid, from 9000 to 30000 livres; take notice not to outbid more than 100 pistoles (1000 livres) every time.

He will have the kindness to bear in mind to inform me, at his pleasure, every time he will outbid the other bidders.

The present entreaty made by me in behalf of a friend, will only take place when a new order will be issued either by me or by the said Monsieur de Lanz, whose agent I am in this affair, conformably to the letter of February 8, 1758, and also according to Mr. Don Jouan d'Arragary's letter dated February 7, 1758.

(Signed) St. Martin

I eagerly accept the above commission, wherein Monsieur de Saint Martin has favored me, and that I consider as the proof of his trusted

(cont'd)

confidence, which I will strive to deserve in all respects specially by performing, to the best of my ability, the above commission for his friend, Don Diego Lanz.

(Signed) Caminada

The present correspondence to be deposited at the Registry Court to be at the service of all those whom it may concern.

(Signed) St. Martin

Deposited in the Registry Court by Mr. St. Martin, April 15, 1758.

(Signed) Chantalou

Not printed in Louisiana Historical Quarterly.

#7194  
(53183)

YEAR 1758

APRIL 15

RECEIPT

A Judgment having been rendered against Joseph Girardy for 2000 livres, representing the value of a negro which said Sieur Girardy had donated to Dame Marie Anne Langlois, by notarial act, Sieur Simon Guenot, blacksmith, and Marie Anne Langlois, his wife, acknowledge receiving from Sieur Girardy the sum of 2000 livres in full satisfaction of said judgment said amount being counted in presence of the notary by Sheriff Morin LeNormand.

(Signed) Simon Guenot  
Marie Anne Langlois

Witnesses:  
Thomassin  
Songy

Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

YEAR 1758

1 page

APRIL 17

DECLARATION OF  
SR. JACOB MENDES

---

Sr. Mendes states that Sr. Vergille had remitted to him the two following (with second) bills of exchange:

<u>No.</u>	<u>Amount</u>	<u>Drawer</u>	<u>Drawee</u>
69	3000 livres	Sr. Destrehan-	Bandard de Naudesir
78	1000 "	" "	Bandard de Naudesir

Appearer further declares that fearing the perils of war and of the sea he was desirous of obtaining third and fourth bills of exchange, but was unable to obtain the signature of Sr. Vergille, due to his absence.

(Signed) Mendes  
Chantalou, Clerk.

Not printed in Louisiana Historical Quarterly.

#7199  
(53195-96-97)

YEAR 1758

APRIL 22

SALE OF NEGRO SLAVES

By notarial act, Sieur Andre Chaigneau, resident of this city, acknowledges and confesses having this day sold to the Sieur Pierre Clermon, two negro slaves named Polidon and Luxembourg, aged about 20 years, for the sum of 5000 livres, money to be paid as follows: 500 livres cash, 4500 livres to be paid in one month, at which time Sr. Chaigneau promises to deliver the negroes. The remaining 4500 livres are to be paid with four letters of exchange as follows:

Note #871 for 1000 livres to the order of said  
Fleuriau  
Note #752 for 1000 livres to the order of Sieur  
Lesassier  
Note #875 for 1000 livres to the order of Sieur  
Pontalba  
Note #573 for 1500 livres to the order of Sieur  
Rivoil

Sieur Clermon not knowing how to write, does not sign.

(Signed) A. Chaigneau  
Chantalou

Witnesses:  
Thomassin  
Songy

1758  
June 5, Delivery of negroes and receipt.  
By notarial act, Sieur Chaigneau  
says and declares that he, on above date,

(cont'd)

#7199 cont'd.

delivered to Sieur Clermon the two negroes mentioned above, and gives to Clermon a full receipt and discharge from all further obligations.

Being unable to write, Sieur Clermon does not sign.

(Signed) A. Chaigneau  
Chantalou, Notary

Witnesses:  
Thomassin  
Songy

(3 pages)

Not printed in Louisiana Historical Quarterly.

64/29

#7201  
(53200-201)

YEAR 1758

APRIL 24

SALE OF BOAT

By notarial act, Sieur Raimond de St. Martin Jaure Guiberry in the name of and with power of attorney for Don Diego Lanz of Campeche and Don Nicolas Ruffino, Captain of the Boat "Nostra Senora de Guadelupa", at present in the city, recognizes and confesses having sold to the Sieur Jacques Jacquelin, merchant of this city, above named boat of 70 tons, complete with all riggings, sails, etc. and guarantees same to be free from all debts, mortgages, etc., for the sum of 5500 livres cash.

Sieur Guiberry gives Sieur Jacquelin a receipt and full discharge of all obligations.

(Signed) St. Martin  
Nicolas Ruffino  
J. Jacquelin

Witnesses:  
Thomassin  
Songy

Chantalou

YEAR 1758

APRIL 24

2 pages

CONTRACT

By notarial act, Jacques Jacquelin, merchant, agrees and binds himself to deliver to Sieur Raymond St. Martin de Jaure Guiberry, proxy for Mr. Don Diego Lanz of Campeche and to Sieur Don Nicolas Rufino, Captain of the Vessel "La Jeune Anne", 250 barrels of rozin and 250 barrels of tar, all good, fair and marketable, said naval stores to be delivered on the wharf opposite the vessel "La Jeune Anne" during the next month of May, for the price of 17 livres 10 sols per barrel: Sieur Jacquelin to receive in exchange a cargo of Campeche wood, fair and marketable, valued at 7 livres 10 sols per quintal (100 pounds).

If there is a shortage of wood, Sieur Jacquelin will be paid in Colonial money for the balance and if there is a surplus of wood, he agrees to accept it and pay for it.

Sieur Jacquelin further agrees that if said naval stores are not delivered eight or ten days after the expiration of the time allowed, causing the vessel to delay its sailing, he will be responsible for any and all losses and damages until his delivery is completed.

All contracting parties mortgage all their real estates to secure and guarantee the faithful performance of above contract.

(Signed) St. Martin, Nicolas Rufino

Witnesses:

Thomassin

Songy

J. Jacquelin

Chantalou, Notary

Not printed in Louisiana Historical Quarterly.



YEAR 1758

APRIL 25

SUCCESSION OF SR. NICOLAS SARRAZIN

Procuration

By private signature, Sieur Francois Sarrazin, resident of Arkansas, grants a procuration to Sieur Antoine Sarrazin, his brother, resident of Pointe Coupee, giving him power and authority to recover his share of their mother's (Dame Françoise Rolland), deceased wife of Sieur Jean Stephane, estates, movables and immovables. Said procuration signed by Monsieur de Gamon, Captain commanding at the Post of Arkansas, to have the same power and authority as a notarial act.

Certified.

(Signed) Francois Sarrazin

Gamon de Laroucelle

Layssard

Not entered in Louisiana Historical Quarterly.

YEAR 1758

MAY 1

CONTRACT OF MARRIAGE

Prenuptial agreement, by notarial act, between Pierre Marchand, son of Simon Marchand and Marguerite Laneau, native of Versailles, on the one part and Catherine Bernard, daughter of Louis Bernard and deceased Elizabeth Stigoy, native of New Orleans.

Ceremony according to rites of the Roman Catholic Church. All debts contracted before marriage to be paid by party contracting them. Community of property, movables and immovables and acquets according to the custom of Paris. The future wife brings to marriage 1000 livres, consisting of clothing and monies saved from her earnings and her prospective inheritance from the succession of her father and mother, 1/3 of which is to go to the community and the remaining 2/3 to herself and children. Future husband settles on the future wife a jointure of 1000 livres for her to enjoy during her life time at her juratary caution, the capital to befall to their children or to his heirs.

The preciput will be in the sum of 750 livres, to be taken by the survivor in movables at the appraisal of the inventory, or in ready money. It will be optional to the future wife and children to accept or renounce the community and in the latter case she will be entitled to repossess all she brought to the community, all inheritances, legacies or donations and also her dowry and preciput.

(cont'd)

7204 cont'd

The prospective husband and wife make a mutual deed of gift to the survivor of all their acquisitions during their community, said gift to be null and void if there are any children living or to be born, said deed of gift to be registered by the Notary.

(Signed)Lacou	Pierre Marchand
Moreau	Catherine Bernard
Rivarde	Garic, Notary
Avignon	

## Witnesses:

Sadous  
Aranda

1759

February 10, The Superior Council, considering the demand of the Attorney General orders that the deed of mutual donation inserted in the contract of marriage between Sieur Pierre Marchand and Catherine Bernard be recorded in the Registry of Conveyances to be executed according to its form and tenor.

(Signed) Rochemore

Not printed in Louisiana Historical Quarterly.

YEAR 1758

MAY 1st.

1½ pp

SALE BY NOTARIAL ACT, OF ONE NEGRESSE.

Francois Trepanier, officer of Militia in this Colony, residing at the German Coast, sells to Louis Barbay, alias San Chagrin, one negresse named Genevieve, age about 25, which negro he acquired from Caprés Mathieu.

The purchase price is 4150 livres.

Terms: 2500 Livres cash; the balance as follows: 500 livres at time negresse is delivered to him and 1150 livres two months from date.

The indebtedness is secured by mortgage on all his property.

(Signed) Barbay  
Trepagnier

Thomassin, witness  
Songy, witness

Chantalou, N.P.

Not printed in Louisiana Historical Quarterly.

YEAR 1758

MAY 6th.

3 pp

Excerpts of Superior Council, dated May 6, 1758, in matter of Charles Lawrence, alias Tarascon, having Power of Attorney of Gerard Langlois, residing in Illinois.

vs.

Michel Fortier, tutor of Gerard Langlois.

Judgment condemning Fortié to turn over to Tarascon the sum of 4218 livres, 18 sols, 10 deniers as per accounting rendered and accepted. Also to replace in kind one negro. Langlois to pay all costs.

By the Council  
(Signed) Chantalou, clerk.

YEAR 1758

MAY 22nd.

Receipt and release by Notarial Act for above amount and one negro named Baptiste replacement in kind.

(Signed) Helo, witness  
Thomassin, witness.

Fortié

Tarascon, being an illiterate, does not sign.

Not printed in Louisiana Historical Quarterly.

YEAR 1753

MAY 15

DECLARATION AND PROTEST

A survey having been made, to settle a contestation, of the boundaries between Sieur de Mazan's land and the late Sieur Fleuriau's, Mesdames Pelagie Fleuriau, wife of Sieur Derneville and Helen Fleuriau, wife of Sieur de Reggio, at present absent, both over 25 years of age, heiresses of the late Sieur Fleuriau, appeared in the Registry Court, declaring that they were not participants in the said survey and that the old boundary posts, set thirty-one years ago and ditches having been set aside and changed, they have been greatly wronged and do not intend to acquiesce to the private agreement signed by Sieur Derneville on the 13th of the present month, neither to any other deed contrary to their interest; protest against any results that may follow and anything that may happen in the future.

Certificate of declaration and protest granted appearers for them to be used for their account for reasons best known to themselves.

(Signed) Fleuriau Derneville, Fleuriau de Reggio  
Chantalou, Clerk

The Clerk states that the above statement was drawn notwithstanding his observations to the ladies that they should be authorized by their husbands.

Clerk's paraph

Not printed in Louisiana Historical Quarterly.

YEAR 1758MAY 15MARRIAGE CONTRACT BETWEEN SIEUR  
LA MIRANDE AND WIDOW DOZA

Personally appeared before the Notary of Pointe Coupee, in the presence of the undersigned witnesses Joseph, Squire Sr. de la Mirande, widower of Hypolite Chauvin, son of Jacques, Squire Sr. de la Mirande, and Dame Margueritte Gertesse his mother and father, and Dame Marie Catherine Frederic, widow of the late Antoine Doza, are agreed upon the marriage agreement.

The marriage will be solemnized according to the rites of the Catholic Church.

Neither will be responsible for the debts of the other incurred before marriage; on the contrary they shall be paid by he or she who made them without prejudice to the property of the other. The future spouse will be one in commin in all their property according to the custom of Paris by which the future community will be managed renouncing all others to the contrary.

The property of the spouse to be consists of 40929 livres 6 sols, according to the inventory made before the undersigned Notary October 27, 1755. 4365 livres is to be deducted on account of the deaths of Langlois Antoine and Charles, negroes, according to the certificate of the priest and surgeon of this Post and the said future husband is fully aware of the same and what to expect as community, without prejudice to what appears to come to the children of

7208 cont'd.

YEAR 1758MAY 15

Louis Riche and Antoine Doza, named Jean, Louis and Michel Riche, Marie Francoise and Margueritte, their sisters, Marie age 11 years daughter of the late Doza with his first wife and again Antoine, Francoise Marie Louise and Julie. Three children of the late Doza and the said future wife.

The future husband settles a jointure of 1000 livres prefix on the future wife, after being paid the rest will go to the children to come from this union. The preciput was agreed upon in the sum of 100 livres that the survivor will take by preference.

It was agreed that the children of Sieur Louis Riche and Antoine Doza will be boarded from the community. The boys, until they have attained their majority, also the girls unless they marry before having attained their majority, the difference to be added to their revenues without deduction from what they may receive from their father's succession. It was also agreed that Josep and Josette, children of the future husband, will be boarded at the expense of the community, without deduction on what may come to them from the succession of Hypolite Chauvin, their mother.

It will be lawful for the future wife to renounce to the community and take for herself whatever she brought to the community, due and to become due, from successions, donations or otherwise, clear of all encumbrances whatsoever.

The future wife acknowledges owing to the future husband 600 livres for borrowed money which the

(cont'd)

YEAR 1758MAY 15

future husband will take after her death without effecting the property of the children.

The future wife and husband give unto each other the present donation irrevocable in the best and accepted form of a child's share if possible taking as little as possible from his share which he accepted. He will be required to register the same with the Clerk of the Superior Council and everywhere else, a need will be created for a proxy, the bearer of the present to whom he gives power was agreed upon between the future husband and wife, the surrogated tutor and friends, further the said future husband acknowledged having received 800 livres, that the future was obligated for the Church building.

Passed in the presence of the undersigned witnesses.

(Signed) Roquancourt  
Sarazin  
Bedos  
Lavalle  
Widow Doza  
Benoit, N. P.

Francois Riche and Jacques Lapointe declared they could neither write nor sign.

(6 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758MAY 16

5 pages

PROMISSORY NOTE SECURED BY MORTGAGE  
BY NOTARIAL ACT.

Joseph Villars Dubreuil, Captain of Militia, resident of this city, and his wife, Jeanne Catherine La Boulaye, owe Mme. Francoise Petit de Coulange, widow of Vincent Guillaume Dauberville 80,000 livres, the purchase price of one plantation, with cattle, negroes and other appurtenances thereonto belonging.

This amount, they promise to pay in species current in France or in piastres at the exchange rate of five livres to the piastre, at option of Mme. Dauberville. The rate of interest is to be 5%, 40,000 livres is to be paid in 18 months from above date, and the remaining 40,000 one year from date of payment.

To secure this debt they executed mortgage on all their property and on the said plantation.

Act passed in presence of de Grandpre, uncle of Mme. Dauberville and surrogated tutor of her minor children and two witnesses.

(Signed) Coulange D'Auberville, widow  
Villars Du Breuil  
Grandpre  
Thomassin, witness  
Songy, witness  
Chantalou, N. P.

Not printed in Louisiana Historical Quarterly.

YEAR 1758MAY 17

2 pages

## SUCCESSION OF DAUNOY

Loan made by Widow Daunoy from  
 Sieur Lange secured by mortgage.

On the above date personally came and appeared before the undersigned Notary and witnesses, Dame Catherine Huber Bellair, widow of the late Charles Gui Faure Daunoy, mother and tutrix of the minor children between herself and the deceased, who stated and declared that in order to clear herself of diverse debts contracted during the community and the life of her husband, she found herself obliged to borrow from Monsieur Guillaume Lange, Captain of Coast Guard Militia, in the neighborhood of Des Allemands at present, a sum of 13200 livres, which she promises to pay to Sieur Lange, or bearer, with an engrossed copy of the present, 15 days after the first news of peace between France and England, in specie or money current in France and none other, or in piastres, at the rate of 5 livres each at the option of Mr. Lange, for the security of which she mortgages all of her property and especially the lots of the succession located in this city.

Made and passed in the presence of  
 Messrs. Nicolas Chauvin Lafreniere, Jacque Hubert  
 Bellaire, Antoine Thomassin and Pierre Songy  
 Lange Daunoy

Witnesses:

Hubert, A. Thomassin, Lafreniere  
 Chauvin, Songy, Bellaire

Chantalou, Notary

Not printed in Louisiana Historical Quarterly.

7216 cont'd.

YEAR 1758MAY 20

## Ratification of Agreement

Appearing before undersigned Notary and witnesses, Mr. Le Doux ratifies and confirms the agreement made by Mr. Raguet, Attorney General, between him and Marie Manciau, widow Billard. Le Doux promises to pay 1200 livres to said widow in payments of 50 to 100# until said 1200# is liquidated or in one lump sum should he be able to sell his residence. He stipulates that the contract of June 9, 1755, remains in full force and effect, as well as the mortgage given thereunder.

The widow Billard declares herself unable to sign, not knowing how to write.

	(Signed)	Raguet
Witnesses:		Ledoux
A. Thomassin		
Songy		Chantalou, Notary

No date. (53291)

A Note to Chantalou, Notary.

Undersigned requests Mr. Chantalou to add at the bottom of the last Act which the widow Billard passed with Le Doux, that the latter paid her, through the writer, 150#.

(Signed) Raguet

Not printed in Louisiana Historical Quarterly.

#7218  
(53296)

YEAR 1758

MAY 22

CONTRACT OF MARRIAGE

Prenuptial agreement, by notarial act, between Etienne Carraby, known as Dubois, tailor, major son of deceased Toussaint Carraby and Louise Arras, native of Mortagne, in Normandy, on the one part and Demoiselle Marie Genevieve Rivarde, minor daughter of Sieur Jean Baptiste Rivarde, wig maker, of this city and deceased Marie Paul Gru; her father acting for her, with the following clauses:

Ceremony according to the rites of the Roman Catholic Church.

All debts contracted before marriage to be paid by party contracting them.

Community of property, movables and immovables and acquets, according to the custom of Paris. The prospective wife has furniture, clothes and linens to the value of 1000 livres and her father promises to give her, on her wedding day, 1500 livres, making a total of 2500 livres dowry, 1/3 of which will be entered in the community and 2/3 to remain her personal property, said amount given her beforehand on her share of her father's and mother's succession.

The future husband settles on the future wife a jointure of 1000 livres for her and their children.

The preciput will be in the sum of 1000 livres to be taken by the survivor in movables before partition, at the inventory appraisal or in species.

It will be optional to the future wife and her heirs to accept or renounce the community; in

(cont'd)

#7218 cont'd.

the latter case she will be entitled to re-possess all she brought to the said community and also whatever may have befallen to her by inheritance, donations or legacies, even her dowry and preciput, everything free of debts and mortgages.

The future wife and husband make a mutual deed of gift to the survivor of all their movables and immovables purchased during the community, said deed to be registered at the Registry Court of the Superior Council and any other place if necessary by the Notary.

Said Carraby does not sign, being illiterate.

(Signed) Marie Genevieve Rivarde

Rivarde

Witnesses:

Thomassin

Songy

Ab. Droz

Baure l'Aine

Avignon

Chantalou, Notary

1758

June 2,

(53300)

Receipt and Discharge

By notarial act, Sieur

Etienne Carraby known as Dubois, acknowledges receiving from Sieur Rivarde, furniture valued at 1000 livres and the sum of 1500 livres in ready money, dowry of his wife, as specified in contract of marriage giving Sieur Rivarde full receipt and discharge.

Sieur Carraby does not sign, being illiterate.

(Signed) Rivarde

Chantalou, Notary

Witnesses:

Thomassin

Songy

(cont'd)

#7218 cont'd.

1758

June 3,      The Superior Council orders that  
                 the deed of gift inserted in the  
contract of marriage of Sieur Carraby and  
Dame Rivarde be recorded in the Register of  
the Registry Court.

(Signed)    Bobe Desclozeaux

Not printed in Louisiana Historical Quarterly.

#54640

No Year 1758

About May 26.  
No Date

Itemized account of assorted merchandise  
shipped by the barge "La Challante"  
stated in a letter by Murat to Caulquet

(Signed)

Murat

Not printed in Louisiana Historical Quarterly

54/M.P.

YEAR 1758MAY 27

## SUCCESSION OF MONSIEUR de La POMMERAYE

Settlement and Partition of Property  
by Private Agreement.

The succession of Monsieur de La Pommeraye being heavily indebted, the heirs, to avoid any litigation proceeded to an amicable settlement and partition, by private act, of all properties belonging to the said succession.

Dame Jeanne Trudeau de La Pommeraye acting for herself and her son, Michel Locquet, and Jean Baptiste Murat and his wife, Charlotte Locquet de Murat, with the mediation and assistance of R. P. Dagobert, Capuchin Superior and the consent and advice of several friends and interested persons, made the following agreements:

All previous sales and transactions among themselves to be declared null and void.

The plantation measuring six arpents front with the ordinary depth, on which Mr. de Murat actually resides, belonging to the succession of Monsieur de La Pommeraye, will be sold with all buildings, cattle, farm implements and all negroes except three; a house in the city with all furniture, bought by Mr. de Murat, will also be sold.

The proceeds of said sales, after all debts paid, will be divided among Madame de La Pommeraye, Madame de Murat and Mr. Locquet, in the proportion of one third to each.

The debts consist of 22,500 livres due by Mr. de La Pommeraye's succession to Mad<sup>elle</sup> Locquet in France, reduced to that amount by her procurator, from a larger sum, and about 59,000 livres due to different creditors, including 5,100 livres due to Mr. Villars, husband of Mad<sup>elle</sup> Jeanne Catherine Laboulaye, as his share of the late Mr. Laboulaye's succession.

Furthermore, the heirs agree to take one third each of all table linens, bed sheets and silverware and a trimmed bed each: the balance of furniture at the Murat's and Madame de La Pommeraye's to be sold; the proceeds to be included in the general fund to be divided among the heirs.

Marianne, a negress and her son, Gortine, about four years old, to remain the property of Madame de La Pommeraye, who shall account for the sum of 3000 livres on her third share of the succession.

Sieur Locquet and Sieur Murat, husband of Dem<sup>elle</sup> Locquet, being each one the holder of a tract of land five arpents and a half front adjoining the six arpents of the succession, will keep said land and will account for it on their one-third share at a valuation of 3400 livres per arpent.

	(Signed)	De la Pommeraye
Villars		Locquet
Lalande Dalcour		Murat
Roussillon		Locquet de Murat
Gachinard		Fr Dagobert, Sup <sup>r</sup> .
Lavesan		

YEAR 1758MAY 27

## SUCCESSION OF SIEUR DELAPOMMERAYE

Petition of the Heirs of Delapommeraye  
asking a Division of all Properties

Humbly petition Jeanne Trudeau, widow Delapommeraye, Jean Baptiste de Murat, Charlotte Loquet Delapommeraye de Murat, authorized by these presence by Sieur de Murat and Michel Loquet, son of Dame Jeanne Trudeau, his tutrix and the late Sieur Delapommeraye, stated that to curb all lawsuits between them and establish harmony, they have agreed to make a division of all the properties of the succession of the late Delapommeraye, for which purpose it will be necessary to notify the public in case they are desirous of making a sale of the movables and immovables of the succession.

May it please Your Honor to permit your petitioners to have placards posted in the customary manner to notify the public of the said sale.

(Signed) Murat  
Loquet, Charlotte Loquet Murat

1758

May 28, Permit granted to post placards.

(Signed) Bobe Descloseaux

1758

May 28, The sale to follow before Mr. De Kernion in the presence of the Attorney General.

(Signed) Bobe Descloseaux

YEAR 1758MAY 27

1758

May 28, In execution of the ordinance of  
Sieur Bobe Descloseaux, present  
Judge of the Superior Council at the bottom  
of the petition.

The Public is notified that there will proceed  
at the request of the above named heirs next  
Friday morning, June 2nd in the Chamber of  
the Clerk of the Council, the sale and adjudication to the highest bidder, of movables and immovables, utensils of the plantation, tools, etc. On Monday next, June 5th, between 60 and 70 head of slaves, male and female, including youths and children, to the clause and condition to pay the price of their adjudication during the month of November for all goods accepted.

Published and posted, at the beat of the drum,  
at the end of the High Mass, by the undersigned

Le Normand

(4 pages)

Not printed in Louisiana Historical Quarterly.

YEAR 1758MAY 28

EXECUTION OF THE ORDINANCE OF SIEUR  
BOBE DESCLOSEAUX, FIRST JUDGE FOR  
THE SALE AT PUBLIC AUCTION OF THE  
EFFECTS OF THE LATE SIEUR DELAPOMMERAYE.

The public is advised that upon the petition of Dame Jeanne Trudeau, widow of the late Sieur Delapommeraye, St. Jean Baptiste DeMurat, Charlotte Loquet Delapommeraye de Murat, authorized by these presence, by the said Sieur de Murat and Michel Loquet, son of Dame Jeanne Trudeau, his tutrix, and the late Sieur Delapommeraye

There will proceed at the first announcement of the public crier next Wednesday, May 31, 9 A. M. at the bar of the Court of hearing of the criers held before Monsieur Huchet de Kernion, Commissary in these parts, and in the presence of the Attorney General to the sale and adjudication to the last and highest bidder, the properties and effects of the late Sieur Delapommeraye.

All persons will be required to pay cash and all costs before taking possession of their purchases.

The public will be notified by the beat of a drum at the end of the High Mass. A placard will be posted on the principal door of Parish Church of this city, one on the door of the Council and one on the door of the Sheriff that none may ignore.

By me the undersigned Clerk of the Council.

(Signed) Le Normand

54627 cont'd.

YEAR 1758MAY 28

In execution of the ordinance at the bottom of this petition, under date of May 29th, the second announcement was made to take place Wednesday next June 7th, the present is for the second announcement at New Orleans, June 4, 1758.

(Signed) Le Normand

(4 pages)

Not printed in Louisiana Historical Quarterly.

62/29

YEAR 1758MAY 29

3/4 pp.

Compromise agreement  
betweenJeanne Trudeau, widow de la Pommeraye,  
acting for herself and for Michel Loc-  
quet, her son and ward,

and

Jean Baptiste de Murat acting for himself  
and for his wife, Charlotte Locquet de  
Murat, for the purpose of dissolving all  
transaction and sales made between them  
prior to this agreement regarding the  
following property which they now agree  
is to be sold and the proceeds are to be  
divided into 3 equal shares by Mrs. Pom-  
meraye, under supervision of Mr. de Murat  
as master of his wife's rights.

Property consists of one 6 arpent plantation,  
houses, cattle, furniture, implements, negroes  
(with certain reservations), cash, silverware,  
city property, etc.

It is further agreed that all litigation com-  
menced by Michel Locquet shall be abandoned.

This compromise agreement is to be homologated  
by the Superior Council.

(Signed) de la Pommeraye  
Loquet  
Murat  
Locquet Murat  
Laboulay Villar

J. Dagobert, Cap. Supr.)  
G. Coumillon  
Trudeau

} Witnesses

(cont'd)

YEAR 1758

#7250

May 29

Compromise agreement  
between

Jeanne Trudeau, widow de la Pommeraye,  
acting for herself and for Michel Loc-  
quet, her son and ward,  
and

Jean Baptiste de Murat acting for himself  
and for his wife, Charlotte Locquet de  
Murat, for the purpose of dissolving all  
transaction and sales made between them  
prior to this agreement regarding the  
following property which they now agree  
is to be sold and the proceeds are to be  
divided into 3 equal shares by Mrs. Pom-  
meraye, under supervision of Mr. de Murat  
as master of his wife's rights.

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(with certain reservations), cash, silverware,  
city property, etc.

It is further agreed that all litigation com-  
menced by Michel Locquet shall be abandoned.

This compromise agreement is to be homologated  
by the Superior Council.

(Signed) de la Pommeraye  
Loquet  
Murat  
Locquet Murat  
Laboulay Villar

J. Dagobert, Cap. Supr.)  
G. Coumillon } Witnesses  
Trudeau }

(cont'd)

YEAR 1758

#7250

MAY 29

July 14, 1758

Reverend Father Dagobert, Capuchin Superior goes before clerk of Superior Council and requests that he place foregoing transaction in the minutes.

(Signed) J. Dagobert, Cap. Supr.  
Chantalou, Clerk.

Aug. 27, 1760/

Ratification.

Michel Locquet on reaching majority in presence of undersigned notary and witness fully ratifies, approves, and confirms the foregoing compromise in toto.

(Signed) Locquet  
Chantalou, Notary

A. Thomassin )  
Lenormand ) Witnesses

(Note: Some lines of this document have been eaten away.)

Not in Louisiana Historical Quarterly.



to Sieur Trudeau on condition that no higher bid was offered within three days. On same day Sieur Loquet bid 37,100 livres. Same conditions were made to him.

(Signed) Loquet,           Trudeau  
                   Delapommeraye           Murat  
   de Kernion

June 17, Fourth day of above sale opened with bid of Sieur Loquet for 37,100 livres. There being no other bidder, property was adjudicated to Sieur Loquet.

(Signed) Loquet,           Murat  
                   Delapommeraye,       Raguet  
                   Huchet de Kernion

(8 pages)

Not printed in Louisiana Historical Quarterly.

#54658

YEAR 1758

May - 31

NO DATE

(According to serial number the date )  
(of this document must be between May )  
(31, 1758, and June 2, 1758. )

SUCCESSION LAPOMMERAYE

Statement of receipts and disbursements of the sale of Mr. Murat and Mrs. de la Pommeraye movables and immovables properties.

#54660  
No date

A list of household goods and utensils.

Not in Louisiana Historical Quarterly.

This document and the following: 54713-54714-54729-54742 to 54747 are part of the succession of la Pommeraye and are comprised between the dates of May 31, 1758 and June 2, 1758.

54/0'D.

#54713

YEAR 1758

NO DATE

(According to serial number the date of )  
(this document must be between June 2nd, )  
(and June 4, 1758. )

SUCCESSION LAPOMMERAYE

List of articles remitted to  
Mr. Chantalou to be sold at auction.

Not in Louisiana Historical Quarterly.

54

#54714

YEAR 1758

NO DATE

(According to serial number the date of )  
(this document must be between June 2, )  
(1758, and June 4th, 1758. )

SUCCESSION LAPOMMERA YE

List of names without heading or signature, looks like the names of slaves.

Not listed in Louisiana Historical Quarterly.  
54/s.

YEAR 1758

NO DATE

(According to the serial number the )  
(date of this document must be bet- )  
(ween June 4, 1758 and July 22, 1758.)

SUCCESSION LAPOMMERAYE

Documents contain appraisals in memorandum of miscellaneous furniture, utensils, etc., also accounting of various sums which show opposite the amounts the following names, for which the purpose is not specified: Villars, Luquet, Trudeau father and son, Fleuriau, J. Maison, Delaunay, Norment (tinsmith), Laperriere, Lobios, Cirug and Beaurepad.

(Unsigned)

Not listed in Louisiana Historical Quarterly.

54/O'D.

YEAR 1758

NO DATE

(According to serial number the date of )  
(this document must be between June 20, )  
(1758, and July 22, 1758. )

SUCCESSION LAPOMMERAYE

Documents contain appraisals in memorandum of miscellaneous furniture, utensils, etc., also accounting of various sums which show opposite the amounts the following names, for which the purpose is not specified: Villars, Luquet, Trudeau father and son, Fleuriau, J. Maison, Delaunay, Norment, (tin-smith), Laperriere, Lobios, Cirug and Beaurepad.

(Unsigned)

Not listed in Louisiana Historical Quarterly.

54/O'D.

Nos. 54744-45-46-47- 1 no no.

YEAR 1758

NO DATE

(According to the serial number the date of)  
(this document must be July 22, 1758. )

SUCCESSION LAPOMMERAYE

Statements of amounts due the succession  
of Mr. de Lapomeraye.

		Livres	Sols	Den.
(54744)	Owed by Mr. Villars total	9,628	13	4
(54745)	" " " Fleuriau	6,500		
(54746)	" " " Trudeau, Jr.	1,393	15	
(54746)	" " " Trudeau, Sr.	1,766		
(54746)	" " " Total	3,159	15	
(54747)	" " " Loquet	7,639	10	
No number	Total	597		

Not listed in Louisiana Historical Quarterly.

60/s/

RUM & PEASE "NEIKAF" ®

BOORUM & PEASE "N

