

Proceedings instituted by Antonio Marie Chevalier
Doriocourt in order to be emancipated 2-1

Patricio Morgan, resident of N.O. petitioned the Court
for the purpose of submitting certain evidence to
prove his authorization to claim the properties, in
this City, of Pedro Whiteside of London, 2-3

Mauricio Conway, Executor of the succession of his
late wife, Doña Francisca Macarty 2-3

Case of Guillermo Quays, vs Luis DeCologne 2-5

Case of Vincent De Morant, representing his wife, Doña
Marguerite Desillest DeMorant, vs Succession of Alexandre
Jean Baptiste, Count De Chauvin De La Freniere 2-5

Capt. Luis St. Martin, resident of N.O. Pilot & Sea Capt.
vs James Mather & Arthur Strother. Merchants & residents
of New Orleans 2-11

Pedro Visoso Master Caulker, of N.O. vs David Kenedy
planter living 3 leagues from New Orleans 2-13

Proceedings instituted by Franco Broutin vs Augustin
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Case of Francisco Duplessis vs Jph. Cretien, resident
of the Post of Opelousas 2-23

Proceedings instituted by Jos. Boyaval for the purpose
of securing authorization to sell property on Dauphine
Street 2-27

Proceedings instituted by Santiago Lemaire, vs Fermin
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DOCUMENT #2381.
BOX 57

File #162)
Feb. 1, 1790)
Judge: Estevan)
Miro)
C.C: Rafael))
Perdomo)
Pages 1 to 17)
Spanish and)
French.)
_____)

PROCEEDINGS INSTITUTED BY DON JAMES
(SANTIAGO) MATHER AND AUTURO STROTHER
VERSUS
DON ESTEVAN BAUGINE, FILS(JR.)

PLAINTIFFS, MERCHANTS of NEW ORLEANS, through their Attorney, Don Antonio Mendez, insituted proceedings in order to collect from defendant the sum of two hundred and forty-five(245) pesos, as evidenced by the account duly presented by the plaintiffs. Wherefore, they prayed the Court to order the defendant to state whether he owed the aforesaid amount or not, as claimed in this petition.

(Signed) Mather & Strother
" Antonio Mendez.

The Court granted petitioner's prayer.

(Signed) Miro
" Postigo.

In the City of New Orleans, on the 9th day of Feb. 1790, Don Estavan Baugine, Jr., appeared before the Clerk of Court, in order to verify the declaration made by said positioners in accordance with the above decree. He declared that he could not verify same without comparing the bill of the said Mather & Strother, but that upon his return to his farm where he has the bill, he would check same and then will

return to give the final declaration they are willing to obtain.

(Signed) Vaugine Fils (Jr.)
" Perdomo.

The plaintiff further petitioned the Court alleging that the defendant is delaying and avoiding the settlement of his account, and that in view of this default, thereof that he be compelled thru the sheriff to come to this City to settle his indebtedness.

The Court ordered the Chief Constable, Don Nicolas Fromentin, to serve the summons upon Don Estevan Baugine, which he did.

(Signed) Miro

The record further showed that Don Arturo Strother granted a General-power of Attorney to Messrs. Don Juan Joyce and to Don Juan Trumbull, residents and merchants of this City.

Witnesses to said power were: Don Antonio Rodriguez, Don Juan Batista Orzo and Francisco de Salles Badillo.

PLAINTIFFS, through their Attorney, petitioned the Court again, alleging that the proceedings against Don Estevan Bougine, Jr., have been in litigation since Feb. 1790, and that defendant had promised to go to his farm and compare the said bill to determine said sum. He has never lived up to his word nor obeyed the order of the Court.

Wherefore, he begged the Court to order any Government official to call at the residence of said Baugine and seize one of his negroes and said negro to be placed at the deposition of the Court.

(Signed) Trumbull & Joyce
" Antonio Mendez.

The Court ordered that plaintiffs present their power of Attorney along with these proceedings.

(Signed) Baron de Carondelet
" Nicolas M. Vidal.

The Court ordered Don Josef Boyaval to call at the residence of Don Estevan Baugine who lived across the Mississippi River about 11 leagues from the City, and to seize a negro belonging to the defendant, which was executed as per preceding decree and witnessed by Mr. Delorme and Mr. Pierre La Biche, residents of across the river.

(Signed) Boyaval
" Carlos Ximenes

The defendant appeared before the Court Clerk and declared that on account of being on a vacation last year(in 1792), therefore, he asked to reduce the cost of Court.

(Signed) Carlos Ximenes.

The Court granted the request for the reduction of the cost of Court, and Don Estevan Bougine, Jr., paid same, which amounted to 10 pesos.

Case ends here.

File #1769)
Feb. 1, 1790) PROCEEDINGS INSTITUTED BY
Judge: Ortega) DON ANTONIO MARIE CHEVALIER
C. C: Pedro) DORIOCOURT IN ORDER TO BE
Pedesclaux) EMANCIPATED
Pages 1 to 9)
Spanish & French)

Don Antonio Marie Chevalier Doriocourt, a resident of the City, petitioned the Court alleging that as evidenced by the baptismal certificate he duly presented, "as 21 years old, and as he was able he wished to be emancipated in order to carry out his own business, so may it please the Court to accept evidence in support of his contention.

(Signed) Antoine Marie Chevalier Doriocourt

The Court granted the above petition and on 18th of Feb., Don Antonio Marie Chevalier Doriocourt, presented the following witnesses: Don Pedro Sauve, age 30 and Don David Ross, age 40, who under oath declared that the statement made by the petitioner was true, and that he was able to carry out his own business.

(Signed) David Ross
" Pedro Sauve
" Pedro Pedesclaux

Dona Margarita Francisca Scimars de Belilla, widow of Doriocourt, requested the Court as Mother of the petitioner, that he be granted the emancipation requested by her son.

(Signed) Marguerite Francoise Simare de
Belille Doriocourt

(Doc. #2382)
cont'd.

The Court, after considering the evidence and in view that the petitioner was almost of age, granted the emancipation.

(Signed) Josef de Ortega

The costs of the proceedings amounted to 10 pesos 4 reales.

(BAPTISMAL CERTIFICATE ENTERED IN FRENCH)

On October 9, 1768, I, the undersigned, state that I, baptized by the ordinary ceremonies of the Church, Anthony Marie, born on September 29 of the same year, of the legitimate marriage of Sieur Francois Doriocourt, Lieutenant of Infantry, and Dame Francoise Simar Bellisle Doriocourt, his father and mother. The Godfather was Sieur Antoine Chevalier Doriocourt, his brother, former officer, and the Godmother, Elizabeth Constance Pelagle Bellisle, who signed the certificate with me.

The truth of which I attest to; on the same day and year as above.

(Signed) Fr. Prosper

Copy from the original given on Aug. 26, 1789.

(Signed) Fr. Antonio de Sedella.

File #46)
Feb. 3, 1790)
Judge: E.) CASE OF DON LAURENCE BEAUCHAMP
Miro) VERSUS
C. C: Rafael) DON JEAN ELEONARD ARNAUD
Perdomo)
Pages 1 to 4)
Spanish)

Plaintiff, a resident of this City, petitioned the Court alleging that as evidenced by the promissory note he presented, the defendant is indebted to him for the sum of 170 pesos.

Petitioner had tried to collect it in various occasions without any success, wherefore, petitioner begged the Court to order the defendant to declare under oath whether or not he owed said sum and whether the signature at the foot of the promissory note was his.

(Signed) X (His Mark)

Plaintiff could not read or write.

The Court ordered to present the promissory note and the acknowledgment of the declaration.

(Signed) Miro

The Court ordered the Clerk of Court to pass at the home of Don Juan Eleonard Arnaud to receive a declaration under oath and to acknowledge his indebtedness, which was signed in the presence of two witnesses Juan Bta. Orzo and Don Franco de Salles Badillo.

(Signed) Arnaud

(Doc. #2383)
cont'd.

(Signed) R. Perdomo

The outcome of the case is not known.

23(a)
s.

DOCUMENT #2384
BOX 57

File #154)
Feb. 3, 1790)
Judge: Don)
Estevan Miro)
C.C: Rafael)
Perdomo)
Spanish and)
English)
Pages 1 to 162)

PROCEEDINGS INSTITUTED BY DON
PATRICIO MORGAN IN ORDER TO PROVE
HIS AUTORIZATION, GRANTED BY DON PETER
WHITESIDE THROUGH THE ATTORNEY OF HIS
CREDITORS, DON MARCOS GREGORY SANDE-
FORTH STREATFEILD AND JOHN TATE, TO
CLAIM ALL PROPERTIES IN THIS CITY BE-
LONGING TO HIS PRINCIPAL.

Don Patricio Morgan, a resident of New Orleans, petitioned the Court for the purpose of submitting certain evidence to prove his authorization to claim the properties, in this City, of Don Pedro Whiteside of London, and begged the Court to order the translation of same into Spanish and recommended Joseph Crimin as a capable person to make the said translation.

The Court set a commission issue as prayed and it was directed to Don Patricio Morgan, Olivero Pollock, Santiago Blair and Joseph Lino Crimin. The said evidence shows the records of the proceedings instituted in the City of London by creditors of Peter Whiteside proving that said Whiteside was declared insolvent by the Court and that the creditors appointed three attorneys who appointed Don Patricio Morgan of New Orleans their agent to settle the accounts of Whiteside with Clark and Rees, merchants of New Orleans.

Then the petitioner in view that the Court has taken cognizance of the contents of his authorization, begged the Court to order Daniel Clark and Ebenezer Rees, merchants of this City to declare whether or not they are indebted to said Whiteside, in the sum of 30,683 pesos as stated in the said accounts and that Don Santiago Blair also declare whether is true that as an Agent of the said

DOC. #2384
(cont'd)

Whiteside he obtained a certain amount of money from the firm Clark and Rees; to state the amount, and the arrangements made with the aforementioned firm.

(Signed) Patricio Morgan.

The Court granted petitioner's prayer and ordered all the above parties to make their depositions before the Notary Public.

(Signed) Postigo.

Santiago Blair, through the interpreter Joseph Lino Crimen declared having received a certain sum of money from Clark and Rees through a substitution of a power of Attorney granted to him by Samuel Cholet & Co., of Dominica, (Santa Domingo) attorneys for Don Pedro Whiteside, and that he has disposed of said sums in accordance with the instructions received from his principal and that the sum he received is registered in the office of the Clerk and Signed (James Blair), Joseph Crimen and Rafael Pedesclaux-Clerk.

Then the petitioner petitioned the Court to order Don Daniel Clark, Jr., and Don Andres Lopez de Armesto, Attorneys, of the firm Clark and Rees to declare whether or not they had any instructions from the attorneys of Whiteside to declare the amount they owe to Whiteside and to release same to their agent. The Court granted petitioner's prayer.

Don Daniel Clark, Jr. and Don Andres Lopez Armesto through the interpreter Jph. Crimen declared having been indebted to Whiteside but that the firm Clark and Rees have made a final payment of 20,000 pesos in cash together with a bill of exchange for 12,510 pesos as last balance of said accounts, to Santiago Blair, who was empowered by Samuel Chollet & Co. of Dominica, (Santo Domingo) and that they have

DOC.#2384
(cont'd)

received a letter from the attorneys of Whiteside to release said sums to Parfricio Morgan, but that said order was received after they had settled their accounts with Santiago Blair and (Signed)

Daniel Clark
Andres Lopez Armesto.

The petitioner again as agent for the attorneys in charge of the Creditors of Peter Whiteside, petitioned and begged the Court to order the last two deponent parties to seize provisionally the bill of exchange covering the sum of 12,510 given to Blair and to deposit at the disposal of the Court until a settlement is reached.

But the petitioner further petitioned and begged the Court for the records of the proceedings instituted by Don Olivero Pollock versus James Blair; in another petition he begged the Court to annul the value of the promissory note of 12,510 pesos, and that Messrs. Clark and Rees be ordered to abstain from making such a payment unless and especial order from the Court is issued. The Court granted the petitioner's prayer.

The Court ordered that a copy of the records of the proceedings instituted by Olivero Pollock versus Daniel Clark & Ebenezer Rees be given to the petitioner.

The copies show that Don Olivero Pollock, a resident of New Orleans, had petitioned the Court alleging that the bill of exchange in question which was duly presented was endorsed by the firm Clark and Rees Co., to the plaintiff and that the said defendant was indebted to the plaintiff in the sum of 12,510 pesos. Wherefore, he begged the Court to issue a writ of attachment of properties against the defendant if they failed to identify their signature affixed on said bill. The plaintiff petitioned and begged the Court to appoint as interpreter Don Santiago Mitchel in order to inter-

pret^h the aforesaid Clark and Rees.

(Signed) Olivero Pollock.

The Court granted plaintiff's prayer . Then Don Daniel Clark through said interpreter, before the Notary Public declared signatures affixed on the said note were theirs and that they were indebted in the said sum to Whiteside and not to Santiago Blair or Samuel Chollet & Co. of St. Domingo; and that the said note was released to Santiago Blair as the agent of Chollet & Co.

(Signed) Daniel Clark and
Ebenezer Rees.

The Court ordered the translation of said note into Spanish by Don Juan Josef Duforest. The said translator presented the following translation:

We jointly and separately promise to pay to Santiago Blair, substitute of Don Samuel Chollet of Dominica, (Santo Domingo) attorney of Don Pedro Whiteside, a merchant of London, or to his order, the sum of 12,510 pesos in Mexican Coin in the whole month of next January as per the value received as evidenced by the adjusted account with us by said Don Santiago Blair and recorded in the Office of Don Pedro Pedesclaux.

New Orleans, Oct. 1st, 1789.

(Signed) Clark & Rees-12,510 pesos.

(Signed) Juan Josef Duforest.

Then the Court in view that a third party was claiming preference in the said sum ordered a temporary suspension of the proceedings instituted by Pollock.

(Signed) Miro- Postigo.

DOC. #2384
(cont'd)

This litigation was kept unnecessarily for a long period, until the Court sentenced Don Daniel Clark, to pay the value of the bill of exchange in possession of Oliver Pollock and the costs of the court. And declared free of any charges to Clark and Rees after they had paid the said bill- and

(Signed) Estevan Miro
" Juan del Postigo
" Josef de Ortega.

The Clerk of Court wrote a note at the end of these proceedings stating that the writ of attachment was not drawn because the sentenced party paid to the one who obtained judgment.

(Signed) Perdomo.

Don Luis Liotau by order of the Court appraised the costs of the Court, and amounted to 115 pesos, $4\frac{1}{2}$ reales, which were paid by Clark & Rees Co.

This record shows that Arthur Strother, agent, through a substitution of power of attorney for the creditors of Whiteside, in view that the Court has set free of responsibilities of the firm Clark & Rees, he petitioned the Court for the records of the proceedings in order to appeal to the Superior Court of Havana.

(Signed) A. Strother.

The Court ordered that a copy be sent to the interested parties.

(Signed) Miro-Postigo- Ortega.

Oliver Pollock petitioned and begged the Court to disregard the appeal presented by A. Strother. The Court asked for the proceedings, and after examining, the Court

DOC.#2384.
(cont'd)

enforced the decree pronounced on the 9th of August and denied the appeal petitioned by Strother as unfounded.

(Signed) Miro-Postigo- Ortega.

Don Daniel Clark through the agents, petitioned the Court for the purpose of forming the Court having settled the said bill of exchange with Don Olivero Pollock and begged the Court to approve the said settlement and to decree this case as completely settled. The Court granted his petition.

Don Luis Liotau presented other reports of the cost of Court and the Court ordered its payment in the following form:

Don Patricio Morgan	16 reales
Don Olivero Pollock	14 "
Don Daniel Clark	25 "

and other incidentals that amounted to 77. reales were also paid by the three litigant parties.

(Signed) Luis Liotau.

File #204)
Feb. 3, 1790)
Judge: Estevan)
Miro)
C. C: Pedro)
Pedesclaux)
Pages 1 to 4)
Spanish)

CASE OF DON JOSE ANTONIO DE HOA
VERSUS
MADAME MONTREUIL

The plaintiff, a resident of the City of New Orleans, and General Administrator of the Royal revenues petitioned the Court alleging that as evidenced by the promissory note duly presented, the defendant Madame Montreuil was indebted to him in the sum of 382 pesos 3 reales for a loan made by the plaintiff to the defendant without interest. Wherefore he begged the Court to order the defendant to appear and state if the signature affixed to said promissory note is hers, and if she owed the said sum to plaintiff.

The petition was granted.

(Signed) Jose Antonio de Hoa

On the 4th of Feb., the Court ordered the Clerk of Court to call upon Madame Maria Francisca Montreuil and to take her declaration under oath, she informed the Clerk that immediately after the return of her son from the Country, Don Francisco Montreuil that said sum would be paid.

(Signed) Pedesclaux

Plaintiff informed the Court that the defendant paid him a part of the said indebtedness

(Doc. #2385)
cont'd.

and left an unpaid balance of 82 pesos and 3 reales. Wherefore, he begged the Court to proceed with the case.

(Signed) Jose Antonio de Hoa

The petition was granted.

(Signed) Carlos Ximenez

NOTE TRANSLATED FROM FRENCH

Note for the sum of 382 pesos 3 reales that I promise to pay to Mr. Antoine de Hoa, officer of the Royal Treasury at his order, for value received. Which sum he loaned me without interest.

New Orleans, May 20, 1786.

(Signed) Montreuil

The outcome of this case is not known.

DOCUMENT NO. 2386
BOX 57

File #236)
Feb. 3, 1790) CASE OF DON MAURICIO CONWAY
Judge: Don) VERSUS
Juan del Postigo) THE SUCCESSION OF DONA CARLOTA
C. C: Rafael) LALANDE DAPREMONT AND DON PEDRO
Perdomo) CHAVERT.
Pages 1 to 6)
Spanish)

Don Mauricio Conway, Executor of the Succession of his late wife, Dona Francisca Marcarty, petitioned the Court alleging that the succession of Don Pedro Chabert owed the succession of his wife the sum of 79 pesos for two horses which Don Juan Bautista Marcarty purchased on their name. Wherefore he begged the Court that his claim be given preference in the list of Creditors.

(Signed) Mauricio Conway

Antonio Mendez, Attorney for the absent heir of Dona Carlota Lalanda Dapremont, Don Luis Lalanda Dapremont, Attorney also, and Don Pedro Piernas, Attorney for the succession of the defendant, requested the Court that the proceedings against the succession should not be paid until the plaintiff proved his claim.

(Signed) Antonio Mendez
" Delanda Dapremont
" Pedro Piernas

The Case ends here.

File #239)
Feb. 3, 1790) CASE OF DON MAURICIO CONWAY
Judge: Don Juan) VERSUS
del Postigo) THE SUCCESSION OF DONA CARLOTA
C. C: Rafael) LALANDE DAPREMONT AND DON PEDRO
Perdomo) CHAVERT
Pages 1 to 8)
Spanish)

Don Mauricio Conway, Executor of the succession of his late wife, Dona Francisca Marcarty, petitioned the Court alleging that the succession of Pedro Chabert owed the succession of his wife the sum of 1,272 pesos for a certain Negro named Juan Luis, 6 oxen and two carts. Wherefore, he begged the Court to ask Don Pedro Pedesclaux, who was in charge of these proceedings, if it was true that the Succession of Chavert owed him the said sum claimed.

(Signed) Maurice Conway

The Court granted the above petition.

(Signed) Postigo

On Feb. 5th, 1790, Don Pedro Pedesclaux informed the Court that the statement made by the plaintiff was true.

(Signed) Pedro Pedesclaux

Antonio Mendez, Attorney for the absent heir of Dona Carlota Delalande Dapremont, Don Luis Delalande Dapremont and Don Pedro Piernas, attorney for the succession of the defendant jointly agreed that said claim be paid.

(Signed) Antonio Mendez

(Doc. #2387)
cont'd.

(Signed) Delalande Dapremont
" Pedro Piernas

The Court ordered that out of the proceeds of the succession of Don Pedro Chabert, the succession Dona Francisca Marcarty be paid the sum claimed by the plaintiff.

(Signed) Postigo

The case ends heré.

24(a)
s.

File #21) PROCEEDINGS INSTITUTED BY DON FRAN~~a~~
 Feb. 4, 1790) COIS BEAUGEARD
 Judge: Andre) TO PROVE HIS STATE OF INSOLVENCY.
 Almonester)
 C.C: Rafael)
 Perdomo)
 Spanish)
 Pages 1 to 8.)
 _____)

Petitioner, resident of this City, at present in jail, through his Attorney, Don Felipe Guinault, petitioned the Court requesting permission to introduce witnesses to prove his insolvency and inability to pay his outstanding debts.

(Signed) Francois Beaugeard
 " Felipe Guinault.

On Feb. 4, 1790, the Court ordered, the present Court Clerk to receive the information of witnesses.

(Signed) Andres Almonester
 " del Postigo

On Feb. 4th, the following witnesses appeared, Messrs. Jean Cheasneau, age 33 years old in 1790, Josef Michel, age 40, Jph. Fouque, age 40 who declared that Mr. Beauregard had placed all his money as partnership with Mr. Rosseignal. As the Plaintiff, still in jail in this City, through his Attorney, begged the Court to be released from said jail.

(Signed) Felipe Guinault
 " Beaugard.

Don Guillermo Marre, through his Attorney, Don Antonio Mendez, stated that the Court had granted him a writ of seizure against the person and property of Mr. Beugeard and inasmuch as he had no property that, he was incarcerated.

Therefore, the petitioner begged the Court to return said proceedings so as to have for use in further recourse against the endorsers and determine whatever disposition the Court may see fit in regards to said insolvency.

(Signed) J. Marre.
" Antonio Mendez.

The Court decreed that, in view of the information of insolvency produced by petitioner, that he be released from imprisonment and be held responsible to pay said debt to Mr. Marre.

These proceedings and with the cost of Court, amounting to 9 pesos, 1 real.

DOCUMENT NO. 2389
BOX 57

File #1663)
Feb. 5, 1790) CASE OF GUILLERMO QUAYS
Judge: Estevan) VERSUS
Miro) LUIS DECOLOGNE TO COLLECT
C. C: Pedro) A DEBT.
Pedesclaux)
Pages 1 to 13)
Spanish)

The plaintiff petitioned the Court alleging that Mr. Decologne of this City owed him the sum of 34 pesos 3 reales which was the balance of 59 pesos value of 190 window panes at the rate of 2 reales each, that he had placed three years before, in the doors and windows of a house property of said defendant, rented by certain Capuchin friar. The plaintiff further alleged that according to the arrangements he had made with said plaintiff the tenant was to give the plaintiff the money of the rent in payment for said window panes, and that so far he had received 25 pesos, but that he could not obtain any further payments. Wherefore, may it please the Court to order the defendant to declare whether these allegations were true.

(Signed) Wm. Quays

The Court granted the petition but as the defendant was living in a plantation outside the City, the plaintiff was forced to petition the Court to serve a summons to the defendant. The defendant appeared and confirmed the allegations of the plaintiff, however he denied that he ever made any agreement with said plaintiff, but that said plaintiff had acted on instructions from the Capuchin Friar in question. He added that he was 62 years of age. Deponent did not sign.

(Doc. #2389)
cont'd.

(Signed) Fernando Rodriguez

The plaintiff countered by stating that the defendant was not telling the truth but tried to dodge this obligation, else how would he ever consent to his tenant pay the plaintiff 25 pesos?

(Signed) Wm. Quays.

The Court again served summons to the defendant who declared that his former tenant the Capuchin Friar had advised him there were window panes missing, therefore had consented to have someone replace them, although he did not know whether said glasses were replaced or not because his tenant left without paying or giving any account. Deponent did not sign his declaration.

(Signed) Fernando Rodriguez

The plaintiff petitioned the Court to take a declaration from Thomas Lee who stated that he knew that said plaintiff had placed the window panes in the house of Don Luis Decologne who at that time had a tenant who left without paying the rent, which it was understood it would be paid for by said plaintiff in order to compensate for the work he had done. Since the absence of said tenant the defendant had consistently refused to settle the account, claiming lack of funds.

(Signed) Thomas Lee
" Fernando Rodriguez

The plaintiff again petitioned the Court repeating the same allegations and requested that the defendant be compelled to pay the sum he owed him, but the record shows that as the defendant was

(Doc. #2389)
cont'd.

living in his plantation outside the City, he could not be contacted and be asked to pay.

Here the record ends giving only the Court costs, which amounted to 17 pesos 1 real.

24(a)

s.

DOCUMENT #2390
BOX 57

File # 1783)
Feb. 5, 1790)
Judge: Estevan)
Miro)
C.G: Pedro)
Pedesclaux &)
Rodriguez.)
Spanish)
Pages 1 to 11.)
_____)

PROCEEDINGS INSTITUTED BY DON
TOUSSAINT CHABOT IN ORDER TO
OBTAIN EXTENSION OF TIME FROM
ALL HIS CREDITORS SO HE CAN
SATISFY HIS DEBTS.

Petitioner, a resident of New Orleans, petitioned the Court stating that as evidenced by a certified financial statement submitted herewith, which shows that he is indebted the sum of 3,123 pesos to several creditors and the sum of 3,820 as his assets, and that being unable to satisfy creditors, therefore he begs the Court to order that a meeting of said creditors be convened, for the purpose of allowing him the term of one year in which to satisfy said indebtedness.

(Signed) Toussaint & Chabot.

On Feb. 5, 1790.

The Court ordered the present Court Clerk to notify the said creditors of petitioners plea.

(Signed) Postigo
" Miro.

The record shows that the said creditors were notified as per preceding decree, and that petitioner again petitioned the Court, stating that the said creditors were notified since Feb. 5, 1790 and have not answered his plea, wherefore he grants them cession of his assets which are itemized in his said financial statement. so that said creditors may divide its residue among them-

DOC. #2390
(cont'd)

selves. The record further shows that the Court on May 18, 1790 decreed that said creditors appear within three days before the said Clerk, and present legal proof of their claims and that notice of their appearance be posted in the customary places which was complied with, and that at the expiration of said term, the creditors had not presented their claims, as decreed by the Court.

The case ends here and the outcome of this proceedings is not known.

File #1808	)	CASE OF CHEVALIER DE MORANT AND HIS
Feb.5, 1790	)	WIFE, DAME MARGUERITE DESILLEST DE
Judge:	)	MORANT
Governor	)	VS
Miro	)	THE SUCCESSION OF DON ALEXANDRE JEAN
C.C; Don Pedro	)	BAPTISTE, COUNT DE CHAUVIN DE LA
Pedesclaux	)	FRENIERE.
Spanish and)	
French.)	
Pages 1 to 22.)	

Don Vincent De Morant, representing his wife, Dona Marguerite Desillest De Morant, petitioned the Court, alleging that the said succession was indebted to his principal, the sum of 1,200 plus interest, for property purchased by decedent from his wife's inheritance, and that said succession paid 800 pesos on account and owed a balance of 400 pesos. Wherefore, they begged the Court, to order Don Francois Joseph Le Bretton D'Orge-
noy, Executor of said succession to pay the said bal-
ance.

(Signed) Marguerite Desillest
" Vincent Chevalier De Morant.

The Court ordered the Court Clerk to notify Don Vincent de Morant of the above petition.

(Signed) Miro.

Don Francisco Joseph Le Bretton Dorgenois, in capacity of administrator of the succession of the late de la Freniere petitioned the Court requesting the dismissal of the plaintiff's petition on the ground that they had not proved legality of their claim.

(Signed) Fr. Jh. le Bretton.

On March 1st, 1790, the Court ordered the present Court Clerk to notify the interested parties and the said Clerk reported being informed that Don Francisco

Dumanoir (Dumanois) tutrix of Dona Margarite Desillest, agent's wife and minor daughter of said tutrix and Don Jacques (Santiago) Livaudais, her curator, sold to the late Don Alexandre Jean Baptiste Comte de Chauvin de la Freniere the said plantation, decedent was indebted to agent's principal the last installment, and interest accrued on the sale of said plantation and when the agent contracted matrimony with his said principal decedent was indebted to the principal the sum 1,200 pesos as capital and interest.

Wherefore Plaintiff prayed the Court to order Don Francois Le Bretton D'Orgenois to pay the said sum.

On Jan. 29, 1791, Governor Miro, ordered the Court Clerk to notify Don Manuel Serrano, legal Councillor to appear before him for consultation.

(Signed) Miro.

On pages 13 and 14 appears two certifications in French and translated into Spanish on pages 16 and 17, as follows:

#1 "I certify that Sr. de la Freniere had one thousand pesos at interest belonging to Madame Chevalier Demorant and at the death of Don Francisco Joseph Le Bretton Dorgenoy he came to my house wherein the said Madame made her residence, requesting me to pledge as his Testamentary Executor to maintain said sum at interest, which I did, and for which said Madame consented thereto, Messrs. De Kernion and Bouligny, offered the same sum but Sr. de la Freniere had the preference, as purchaser of the said plantation belonging to the Desillest heirs. In testimony of which I sign at New Orleans, on January 28, 1791.

(Signed) Livaudais.

#2. "I certify that the sum of one thousand pesos is the corresponding sum belonging to Madame Chevalier de Morand as her part of the sale of the plantation of

Le Bretton Dorgenois was absent from this City.

(Signed) Pedesclaux.

DEED OF SALE.

Whereas; Madame Charlotte Faucon Dumanoir as widow of Don Antonio Chauvin Desillest, and Tutrix of her children from the union of said Desillest, Don Jacques, (Santiago) Livaudais as Curator of Mlle. Marie Marguerite Desillest and Dame Charlotte Desillest de Livaudais his wife, Don Jean Bte. Desillest, Don Francois Desillest and Don Rene Huchet de Kernion, representing his wife, Dame Luisa Desillest de Kernion and Don Patricio Mac Namara representing his wife, Dame Marguerite Desillest Mac Namara, we state that: by virtue of the death of Don Antonio Chauvin Desillest, my husband, and our father, there was left some property evidenced by the Inventory and appraisal made of same, among which there is a plantation situated on this side of the Mississippi river, four leagues, from New Orleans at a place called "CAPITULAR" measuring 18 arpents frontage by a depth reaching from the river to the lake (possibly Lake Pontchartrain) adjoining the property of Madame Laumer that since the said minors have become of age and the proximity to become so, by Dona Marie Marguerite in accordance and conforming to the benefits of her interest we the above mentioned have resolved to sell the said plantation, in order to partition our share of said property said representations made to and approved by Don Louis Unzaga y Ameza, Brigadier of the Royal Armies and Ex-Governor of the Province of Louisiana, at a hearing granted by said Governor, on Sept. 20, 1776. Therefore, since it is evident that it serves the best interest of all concerned, and possessing license to do so we sell to Don Jean Baptiste Count de Chauvin de la Friere the said land herein described, fenced on

DOC. # 2391
(cont'd)

all boundaries by a wooden fence, with four factories to make indigo, together with all their equipment and other buildings with customary adits and exits, and without any reservations for the sum of 6,000 pesos, payable within a term of two years commencing Dec. 18, 1776 and ending on Dec. 18, 1778, said property is free of mortgage or encumbrances as certified thereto by the Registrar of Mortgages, and this sale legalized by the acceptance of the purchaser to all conditions set forth herein and that in the event of default by vendee; Vendor can execute proceedings with only the aid of these contracts. In testimony of which said contract was signed in the City of New Orleans, on January 13, 1777, and Notarized by the undersigned Notary.

Witnesses:

- (Signed) Don Pedro Henrique Derneville,
Don Pedro Deverges and) residents of
Don Juan Bautista Darby) New Orleans.
- (Signed) Alexandre Jean Baptiste Comte de Chauvin
de la Freniere.
- (Signed) Jacques Livaudais.
- (Signed) Huchet Kernion.
- (Signed) F. Delere Desilet.
- Before me (Signed) Don Andres Almonester y Roxas
Public Notary.

The above is in conformity with the original copied at New Orleans on January 28, 1791/.

Plaintiff, through her agent, again petitioned stating that in compliance with the Court's order, she presents herewith a deed of sale, to prove the debt claimed, and that at the time Dona Charlotte

DOC.#2391.

(cont'd)

the late Sr. Desillest, my father-in-law, and which had been purchased by the Count de la Freniere, and the said sum has remained in possession of the said Count at interest.

Drawn at New Orleans, Jan.9,1791.

(Signed) De Kernion.

Don Vincent Chevalier De Morant, through Don Felipe Guinault, Public Procurator, again petitioned requesting the Court, to order the signatures to the certificates herewith presented, to declare under oath, if the said signatures are their bona-fide signatures; and that if declaration be to the affirmative, to order the payment of said sum to petitioner.

(Signed) Vincent Chevalier de Morant.

" Felipe Guinault.

On Feb. 5, 1791, the Court ordered service of notice on Mr. Dorgenois.

(Signed) Estevan Miro

(Signed) Attorney Serrano.

On Feb.11, 1791. the Court was notified that Mr. Dorgenois was absent from this City, and ordered the present Court Clerk to issue a summons of appearance to be served on said Dorgenois by any competent person.

On Feb.18, 1791, Mr. Dorgenois answered said summons, requesting copy of succession and meeting of creditors, in order to be able to answer petitioner's allegations.

(Signed) Franco.Joseph le Bretton Dorgenois.

The record shows that Mr. Dorgenois or Dorgenois, approved payment of said debt and requested cancellation of these proceedings.

The cost of these proceedings amounted to 19 pesos, 4 and a half reales.

File # 1894)	
Feb. 6, 1790)	
Judge: Don)	
Estevan Miro	)	PROCEEDINGS INSTITUTED BY DON
C.C; Pedesclaux	)	VICENTE DE MORANT REQUESTING THAT
Pages 1 to 44	)	HIS CREDITORS GIVE HIM AN
Spanish	)	EXTENSION OF SIX YEARS IN ORDER
	)	TO PAY THEM.

Vicente Morant, a resident of New Orleans, petitioned the court, stating that as evidenced by the two certified notes he duly presented, Don Pedro Marigny, and Don Miguel Fortier, gave him 6 years extension of time in order to pay them. He also declared that he was indebted to several other persons, and to his wife and daughter and that because of the loss of his crop and the death of his slaves, he was unable to pay the claims of his creditors were as follows:

Don Pedro Marigny -----	2554
Don Miguel Fortier-----	1661
Don Patricio Morgany Mather-	1889
Don Geronimo La Chapella----	550
Dona Constanza Demorant----	12000
(his daughter)	
Dona Margarita Desilet-----	5000
(my wife)	<u>23654</u>

Wherefore he begged the court to order Marigny and Fortier to identify the signatures on the said notes, and to have the other Creditors grant him the same as above.

(Signed) Vicente De Morant
" Felipe Guinault.

The Court granted the above petition, and ordered the Clerk of Court to notify the other Creditors.

(Signed) Miro
" Postigo

(Signed) Vicente De Morant.

The Court Ordered all Creditors in order to inform them of said proceeding.

(Signed) Miro
" Postigo

Petitioner again requested the Court to summon for the last time the said Creditors, so that they may answer with in three days.

(Signed) Vicente De Morant
" Felipe Guinault.

The record shows that the same procedure was repeated several times, but the Creditors did not answer the petitioner's request.

The Court Ordered that Fortier and Marigny appear and declare under oath whether or not the signatures on the said notes were theirs. Both acknowledge their signatures.

(Signed) M. Fortier
" Pedro De Marigny

Don James Santiago Mather, through his attorney, Don Antonio Mendez, opposed the granting of Morant's petition on the ground that he had failed to fulfill his promise of paying his debts within a year, and begged the Court to order Morant to furnish a bond in order to protect his creditors since he owed his wife and daughter the sum of 17000 pesos and the petitioner feared Morant might turn his properties over to them and leave his other creditors without payment.

(Signed) Santiagp Mather
" Antonio Mendez

Power of Attorney conferred by Don Vicente Morant on Felipe Guinault in the presence of witnesses. Don Luis Liotau, Don Fernando Ibanez and Thomas Gracia, empowering him to prosecute the case.

(Signed) Pedro Pedesclaux

Don Felipe Guinault, Attorney for the plaintiff, presented to the court a document proving the total rights of his daughter, Dona Constanza, which she inherited from her mother, Dona Constanza Volant Morant's first wife, but was unable to present the one proving his second wife's dowry because it was lost in the fire which occurred in the City in 1788. Wherefore in order to prove this he offered the testimonies of witnesses, Don Renato Huchet de Kernion, Don Francisco Delery, and Don Santiago Livaudais who under oath testified before the Court that the petitioner's second marriage was legal and that his said wife's dowry amounted to 5000 pesos, plus 900 pesos proceedings from a legacy left by her first husband, Don Baltasar Livaudais, deceased.

(Signed) Felipe Guinault.

The record shows that in view of the fact that the majority of Morant's creditors, who held the largest claims, were in accordance, the Court granted him the 6 years extension of time he requested.

The Court ordered that the petitioner must pay the cost of court which amounted to 39 pesos, 4 reales, in default whereof a negro slave of his ownership was to be seized and held until he payed the said sum.

(Signed) Miro
" Serrano

DOCUMENT #2392.
BOX 57.

File # 1305)
Feb. 6, 1790) PETITION OF DON SIMON DUCOURNEAU,
Judge:) TO OBTAIN FROM DON JUAN BAUTISTA
Estevan) LANDIER, AN EXTENSION OF TIME IN
Miro) ORDER TO PAY HIS DEBTS.
C.C:)
Pedro Pedesclaux)
Spanish)
Pages 1 to 9)
_____)

Don Simon Ducourneau, petitioned the Court alleging that Juan Landier & Co. had obtained a writ of seizure against his property, for the sum of 470 pesos, for which he was indebted to them. But as the Court granted (the petitioner) a moratorium, and Juan Landier, himself was included in the list of creditors, may it please the Court to non suit the plaintiff inasmuch as he even signed the moratorium proceedings.

(Signed) S.M. Ducourneau.

The Court notified Landier of the above petition, who denied to have given his signature in the moratorium proceedings, nor granted any extension of time to the defendant to pay his debts. Therefore, he begged the Court to proceed with the writ of seizure.

(Signed) Antonio Mendez.
" Juan Landier.

Following the above denial Ducourneau submitted a questionnaire to Don Pedro La Vergne, who had been the business partner of Don Juan Bte. Landier,

as follows:

- 1- If he had been in partnership with Don Juan Landier.
- 2- If as partner of the plaintiff, knew that the defendant had paid the sum of 720 pesos for the negroes that he (defendant) had purchased from said Landier.
- 3- If Landier had granted him the term of one year or two to pay the balance of the amount he owed said Landier.
- 4- If Landier had received before the term expired cows and horses on account.
- 5- Did he sign for the defendant's moratorium as partner of Landier, or in what title ?

(Signed) Ducourneau
" Felipe Guinault

The Court presented the questionnaire to Don Pedro La Vergne who under oath declared to the Clerk of Court as follows:

To the first and second questions he declared that they were true.

In regard to the third question, he admitted to have signed an agreement that had been presented by Don Simon Ducourneau, but not as partner of Landier, since the Company had already dissolved, but as a favor to Ducourneau.

4- He denied the 4th question to be true.

To the 5th question he replied that he had same statement to make as in the third. The replies were signed in the presence of the Clerk of Court.

The defendant declared that he was 38 years old.

(Signed) La Vergne
" Pedro Pedesclaux.

Don Simon Ducourneau, petitioned the Court again, declaring that he had received the declaration given by Don Pedro La Vergne, in which the former partner of Landier proved that Landier had granted him two years to pay his debt.

DOC. #2392
(cont'd)

Wherefore, he asked the Court to order Landier to fulfill his agreement and pay the cost of Court.

(Signed) S.M. Ducourneau
" Felipe Guinault.

Finally the Clerk of Court, Don Pedro Pedesclaux, stated that Simon Ducourneau had asked and obtained an extension of time, from Don Juan Landier; and recommended that the costs fall on the party responsible for these proceedings.

(Signed) Pedro Pedesclaux.

The Court ordered Don Simon Ducourneau to pay the cost, which amounted to 10 pesos 2 reales.

Feb. 10, 1790)
Sp. file 185)
Judge: Don)
Juan del)
Postigo)
C. C: Don)
Rafael)
Perdomo)
Pages 1 to)
14)
Spanish)
and French)

DOCUMENT NO. 2394
BOX 57

PROCEEDINGS INSTITUTED BY DON JUAN
RODOLFO, BARON DE BROUNNER, AS AGENT
FOR MR. C. MONGINOT, MERCHANT AND
RESIDENT OF CAPE FRANCAIS (FRENCH
CAPE) SANTO DOMINGO
VS
THE SUCCESSION, OF DON PEDRO CHABERT.

Plaintiff petitioned the court alleging that as evidence by one letter, written by Madame Charlotte Delalande Dapremont, widow of Chevalier de Chabert, in which said widow orders 6 pairs of silk stockings for 12 dollars, from Mr. C. Monginot, dated July 25, 1778. (letter written in French and translated into Spanish on page 6)

(Signed:)

De Lalande
De Chabert

Another letter from Chevalier de Chabert, acknowledging receipt of 10 cases of wine at 10 dollars each and 4 blocks of Guayacum wood, at \$1.00 each, from Mr. C. Monginot, brought to this City by Captain Fonvergne, (letter dated July 21, 1787 in French, translated into Spanish on page 6) Therefore; the succession of Pierre de Chavert, is indebted to Mr. C. Monginot, for total amount of \$52.00.

(Signed:)

Chabert

On Feb. 10, 1790, Mr. Jean Rodolfo, Baron de Brouner, Lieutenant Commander of the Royal Armies, and Commander of the Volunteers of the German Coast, prays the Court to collect the sum of \$52.00 from testamentary executor, Don Pedro Piernas.

On Feb. 22nd, the Court granted petitioners request.

Antonio Mendes, Attorney for the absent heirs of Madame Charlotte Lalande Dapremont, widow Chabert, prays the Court to request Don Louis Lalande Dapremont, brother and heir of said Dame Charlotte Lalande Dapremont, to recognize the signature affixed on the two letters mentioned above.

(Signed:)

Antonio Mendes

On the 16th, of March the Courts grant petitioners request.

Don Louis Lalande Dapremont, recognized the signatures affixed on both letters and ordered Don Pedro Piernas, to satisfy said debt of 44 dollars to petitioner including costs of Court and other necessary expenses of proceedings.

(Not Signed)

NOTE:

The record is incomplete, it does not show costs of Court, nor does it show that debt of 12 dollars for 6 pairs of silk stockings purchased by Dame Charlotte, has been settled.

It is interesting to note that Dame Charlotte Lalande Dapremont, found it necessary to purchase 6 pairs of black stockings in Santo Domingo, on account of scarcity of mourning apparel in New Orleans, due to the many deaths caused by the epidemic.

The 6 pairs of silk stockings, brought over by Captain Tricou, arrived here after her death.

J.A.

mm

SPANISH DOCUMENT
NO. 2395

File No.17) CAPTAIN LUIS ST. MARTIN, RESIDENT of NEW
Feb.11,1790) ORLEANS, PILOT AND SEA CAPTAIN.
Judge:) VS
Estevan Miro) JAMES MATHER AND ARTHUR STROTHER.
G.C:Rafael) MERCHANTS AND RESIDENTS OF THIS CITY.
Perdomo)
Spanish and) PETITION TO COLLECT THE SUM OF 385 PESOS,
French Pages) FOR SERVICES RENDERED BY PLAINTIFF, AS
1 to 63) PILOT AND CAPTAIN OF FRIGATE "ST. JOHN
THE BAPTIST" BELONGING TO DEFENDANTS.

Plaintiff petitioned the Court alleging that on August 13th, 1789, he was engaged by defendants as Captain and Pilot of said vessel, to make a trip between the port of Cadiz, Spain and this City, with a contract of 40 pesos, per month salary, plus 1 peso per day for maintenance. Returning from said trip on 8th, of January, plaintiff was discharged by defendants, without pay, on the charges of neglecting the duties as Captain of said vessel and showing disorderly conduct under the influence of liquor.

Plaintiff therefore prays the Court, to prove by the testimony of seamen, and passengers, of said vessel that above accusations are false, and that defendants are indebted to him the said sum.

(Signed:)

Louis St. Martin

On Feb. 9th, 1790, the Court granted petitioners request.

(Signed:)

E. Miro

In answer to plaintiff's allegations, defendants stated the following:

It was agreed with plaintiff, that until said vessel was in condition to sail, plaintiff was to receive only one peso daily for maintenance, then later, when the ship would be loaded with cargo, plaintiff would receive 30 pesos per month and as the salary was below the standard, the defendants allowed plaintiff a commission on the sale of merchandise in said vessel.

Defendants also agreed to receive the testimonies of witnesses for plaintiff, and would present their own witnesses to prove the fact that plaintiff neglected his duties as Captain of said vessel, showed disorderly conduct, under the influence of liquor, therefore, not deserving his salary as Captain and Pilot of said vessel.

(Signed:)

Mather & Strother

EVIDENCE OF PLAINTIFF:

On March 1, 1790, plaintiff presented as witnesses, members of his crew; ship carpenters, boatswain, seamen who testified under oath that to the best of their knowledge, plaintiff fulfilled his duties as Captain and Pilot, and that his conduct never showed any excess in drinking.

Plaintiff also presented passengers sailing on board said vessel, who testified that plaintiff's behavior was above reproach, and that his absence from active duty for 3 days was due to a slight indisposition.

EVIDENCE OF DEFENDANTS:

On March 9th, defendants presented to Court as witnesses; the present Captain and 1st mate of said vessel, who swore under oath deposed and said that plaintiff, by his conduct, showed signs that he was under the influence of liquor, even forcing one of the seamen to drink a glassful of whiskey, by means of a sword pointed at said

seamen's chest. They also brought two other witnesses who both agreed in saying that they were only slightly acquainted with plaintiff and had no proofs to present, as to his ability or behavior.

On March 29, 1790, Plaintiff, again petitioned the Court, alleging that regardless of the false accusations brought against him, by defendants that according to the law of the Province of Louisiana, defendants are under obligation of paying him the salary due for $5\frac{1}{2}$ months service, as Captain and Pilot of said vessel plus 1 peso daily for maintenance.

(Signed:)

Louis St. Martin.

On April 26, 1790 the Court decreed, as follows:

- (1) That testimonies of witnesses of defendants, were confusing and contradictory.
- (2) That testimonies of plaintiff were clear and convincing. Almost the entire crew of said vessel unanimately agreed to say, that plaintiff fulfilled his duties, as Captain and Pilot, to the best of his ability, and never showed his conduct and manners any excessive drinking.
- (3) That not only passengers of said vessel, agreed to above facts, but passengers, on other vessels, with plaintiff occupying important Posts as superior officers on these vessels, stated that plaintiff's ability and character were of the best.
- (4) That according to the law of the Province of Louisiana:
 - (a) A sea captain cannot be paid less than 40 pesos per month.
 - (b) That salary of Sea Captains, becomes effective on the day they are engaged for duty on board vessel regardless whether vessel is ready for sailing or delayed in Port for repairs or

loading cargo.

Therefore, as testimonies of plaintiff were satisfactory, in proving Captains conduct, and that defendants, failed to comply with the law of the Province, regarding Captain's fee, the Court ordered defendants to pay amount due plaintiff which is $5\frac{1}{2}$ months salary at 40 pesos per month.

1 pesos per day for maintenance during 5 months,-----	
-----	Total, 385 Pesos
Cost of Court for plaintiff amounted to -----	576 Pesos
Cost of Court for Defendant amounted to -----	6"4 Rea-

On November 22, 1790, the record shows that, defendant failed to comply with the orders of the Court in settling amount of 385 dollars, owed to plaintiff, through his Attorney, Felix Guinault, plaintiff prays the Court to send an officer of the law, to seize a slave of defendant and to place said slave in the City jail, until such time as defendant pay their debt to plaintiff.

(Signed:)

Felix Guinault

The record is incomplete ending with a note from the Court to defendants on November 23, allowing them 3 days to settle said claim, otherwise the above sentence would come into effect.

(Signed:)

E. Miro

NOTE 1.

A letter written on March 5, 1790, signed Honore Fortier, mentions having crossed the ocean in a vessel with plaintiff whose conduct was above reproach.

NOTE 2.

On the 18th, of March 1790, one of the witnesses for the defendants mention the fact that, "During one of the nights of Carnival", which shows that the celebration of Carnival, existed at that period.

DOCUMENT # 2396.

BOX 57

File # 1842)
 Feb. 11, 1790)
 Judge: E. Miro)
 C.C.: Pedro)
 Pedesclaux)
 Spanish and)
 French.)
 Pages 1 to 15.)
 _____)

Don Pedro Gilibert, through his Attorney, petitioned the Court for the purpose of obtaining from his creditors a moratorium for a period of three years. According to the sworn list of creditors he presented, he owed a total of 2555 pesos. In the said list appeared the names of Don Joseph Girard; Santiago Mather & Strother; Andres Orange; Sr. Alemand; Antonio Delgado; Estevan Allies, 2nd., Juan Bta. Sarpy. The petitioner alleged that in the last fire of 1788 he had sustained considerable losses, and therefore could not meet his debts. He contended that inasmuch as his principal creditors had granted him already a moratorium and lend their signatures for it, the lesser creditors should do likewise.

(Signed) Pedro Gilibert
 " Felipe Guinault.

The Court ordered the Clerk of Court to obtain the signature of the creditors who had not signed the aforesaid sworn list of creditors and to ask those who had signed it to identify their signature and present the documents evidencing their respective claims.

(Signed) Miro
 " Postigo.

DOC. # 2396

(cont'd)

The Clerk of Court called on Don Andrew Orange, Jph. Allemand and Don Antonio Delague, whose names appeared in the list of creditors but were absent from the City. He also called on Arturo Strother and Santiago Mather in order that they identify their signatures, which they did.

(Signed) Mather & Strother
" Pedro Pedesclaux.

By petition of Gilbert, Estevan Allies identified his signature. Later, the petitioner presented to the Court the notes proving his indebtedness to Strother.

(Signed) Guinault
" Guilibert.

As there were absent creditors the Court appointed Don Antonio Mendez Attorney to represent them in the proceedings.

(Signed) Miro
" Postigo.

Don Antonio Mendez, Attorney, for the absent Creditors of Don Pedro Gilbert, informed the Court that as representative of said creditors he consented to the 3 year moratorium requested by said Gilbert.

(Signed) Antonio Mendez.

The Court granted the moratorium.

(Signed) Miro.

Don Pedro Pedesclaux, Notary Public of the Cabildo declared that as the proceedings were ended the costs should be paid by the petitioner, which costs amounted to 24 pesos, $4\frac{1}{2}$ reales.

DOCUMENT #2397
BOX 57

File #1873)
Feb. 11, 1790)
Judge: Estevan)
Miro)
C.G: Pedesclaux)
Pages 1 to 10.)
Spanish)
_____)

Juan Delavillebeuvre, Captain of the Permanent Regiment of this City, petitioned the Court, alleging that in the year 1788, he had bought a negress for the sum of 350 pesos, from Jose Machado Orel, a drum-major of the same Regiment, latter retired in Spain. Said sale was passed before a Public Notary. According to the terms of the contract, he paid 150 pesos cash, the balance he paid as evidenced by the two receipts duly presented, 100 pesos to Andres Begens, in the 11th of Jan. 1790, and 100 pesos to Carlos Pore (step-son of said Jose Machado Orel) and who had been authorized by his said step-father to receive said sum. However said authorization was given without power of Attorney, and as petitioner wanted to cancel this obligation he asked the Court to grant sufficient power to said Pore, so that in the name of his step-father may settle this transaction.

(Signed) Jn. Delavillebeuvre.

The Court ordered Don Carlos Pore and Don Andres Begens, to appear and testify whether they had received from Juan Delavillebeuvre the sum he stated.

(Signed) Miro.

The petitioner again asked the Court to empower Don Carlos Pore to represent his step-father Don Jose Antonio Machado, in order to cancel the obligation

Doc. #2397
(cont'd)

that said petitioner had contracted with Machado and hear the testimonies of the witnesses so that he may secure a legal title on the said slave.

On the 20th of February the Court ordered that, Don Carlos Pore, age 19, Don Juan de Castanedo, age 27, Don Juan de la Torre, age 18, and Andres Begens appear and declare under oath whether the statement made by the petitioner was true. The witnesses appeared and substantiated the petitioner's statement, in view of which the Court granted the above petition. Pedro Pedesclaux, Clerk of Court and Registrar of mortgages declared that these proceedings were concluded and petitioned that Juan de la Vilebeuvre pay the costs which amounted to 9 pesos, 3 reales.

(Signed) Miro.

(24) a

File #1811
Feb. 12, 1790
Judge: Estevan
Miro
C- C: Pedro
Pedesclaux
Spanish
Pages 1 to 12

PROCEEDINGS INSTITUTED BY
DON JUAN DUPUY
VERSUS
DON CARLOS DE LA CHAISE,
IN ORDER TO COLLECT A DEBT.

The plaintiff, a merchant and resident of this City, petitioned the Court alleging that as evidenced by the copy of the act of sale with mortgage, he presented, the defendant owed him the sum of 3459 pesos, 6 reales, which was the balance due on the purchase of 10 bush Negroes, by Don Carlos de la Chaise, and that said defendant had evaded all payments everytime the petitioner had tried to collect. Wherefore, he asked the Court to issue a writ of seizure against any property that may belong to said de la Chaise, especially against the slaves mentioned in said sale.

(Signed) Dupuy

The Court decreed that the defendant pay the plaintiff within three days, the above mentioned sum and in default thereof, to threaten him with seizure as requested by the plaintiff. However the deputy sheriff was unable to serve notice of the above decree as said defendant was living outside the City limits.

(Signed) Miro

" Postigo

The plaintiff again petitioned the Court alleging that inasmuch as the deputy sheriff was unable to notify the defendant because he was at his plantation, to serve the notice through any responsible person.

(Signed) Dupuy

Doc. #2398

Box 57

The Court commissioned the deputy sheriff to go to the residence of the defendant and seize whatever property may belong to the defendant and particularly the 10 slaves mortgaged, unless said defendant paid the amount he was sued for, plus the tenth and the cost of the Court.

(Signed) Miro

" Postigo

Don Nicolas Fromentin, the deputy Sheriff, declared that he had called on the defendant in compliance with the orders given by the Court, and that said defendant had informed him that he had reached an agreement with the plaintiff.

(Signed) Fromentin

Finally Don Pedro Pedesclaux, Clerk of Court, stated that the plaintiff and defendant had settled this issue, and asked that the costs of the proceedings be appraised, which cost amounted to 11 pesos, 3 reales.

(Signed) Louis Liotau.

23(a)

1.

File #1871)
Feb. 12, 1790)
Judge: Gov.)
Estevan)
Miro)
C. C: Pedro)
Pedesclaux)
Spanish)
Pages 1/19)

DOCUMENT NO. 2399
BOX 57

CASE OF
PETER LAVERGUE AND
FRANCISCO SIBEN
VS
JACINTO BERNNARD

The plaintiffs, merchants, partners in business, residents of this City, jointly petitioned the Court alleging that as evidenced by the preceding deeds of sale with mortgage duly presented, the defendant a resident of the coast of Acadians, is indebted to the plaintiff in the sum of 1325 lbs. of the best quality of indigo as per balance of 3975 pesos, originated from the purchase of 20 negro slaves.

The plaintiff also alleged that said indigo was owed to the defendant by one Carlos Beauvais, of the same post who signed a promissory note before the former Commander of Point Coupee, for the indigo to be paid in two instalments to the defendant, but that later the defendant transferred his credit to the plaintiff in order to settle his indebtedness with him, wherefore he begged the Court to decree a warrant of arrest and a writ of attachment to the Commander of the post of Point Coupee, Don Valentino LeBlank, including therewith, the foregoing petition, the records of the proceedings, cost, etc., to compel said Beauvais, to pay the 1325 lbs. of indigo.

(Signed:)

Lavergne.

The court took cognizance of the presentation of the documents and ordered Don Estevan de Quinones,

to translate the deed of sale into Spanish.

(Signed:)

Miro

" Postigo.

The deed of sale in question was executed at Point Coupee on Nov. 11, 1788 before witnesses and the acting Commander Francisco Allain, it shows that the defendant, a merchant and a resident of New Orleans, while stopping at that post, sold to Carlos Beauvais, a resident of same post, three negro slaves, for value of 1325 lbs. of good quality of indigo, promising to pay one half on 1789 and the other half on 1790. This deed was registered in the post of Point Coupee, acting as witnesses Ricardo Rieutard, Alexandro Paten, being present Jacinto Bernard, the seller and Bautista Beauvais' son, who signed for his father Carlos Beauvais, who did not know how to sign.

The plaintiffs, again petitioned the Court and informed that the translation of the deed of sale in question had been executed as decreed previously and they begged the Court to order the issuance of the writ of attachment requested, in their previous petitions and to cover only the amount of 662 lbs. of indigo stated in the contract of Beauvais, and not 1325, as they had claimed by mistake.

(Signed:)

Lavergne & Siben

The Court asked for the records of the proceedings and after examining them, decreed the aforesaid writ of attachment petitioned by the plaintiffs, which was sent to the Commander of Point Coupee, together with the original deed of sale placed on pages 6 and 7 and a copy of the records of the proceedings to compel the said Carlos Beauvais, to pay the 672 lbs. of indigo claimed by the plaintiffs, plus the costs of Court,

(Signed:)

Estevan Miro

" Postigo.

The costs of the Court amounted to 11 pesos, 1 real, which was also included in the records of the proceedings sent to the Commander of Point Coupee, duly enforced by the Governor of the Province, Don Estevan Miró

Then later on March 20, 1790, the Commander of the post of Point Coupee, Don Valentin Le Blanc, informed the Court having asked said Carlos Beauvais, the payment of the indigo stated in his promissory note in favor of Don Jacinto Bernard and that he declared that the said amount due will be sent to New Orleans, within 15 days.

(Signed:)

Valentin Le Blanc.

The Clerk wrote a note, stating having received the above information and the other records, from Don Andres Lopez Armesto, the Secretary to the government in New Orleans, on March 27, 1790.

(Signed:)

Pedesclaux.

File #155)
Feb. 13, 1790)
Judge: A. Almonester)
C.C: Rafael Perdomo)
Spanish - French)
Pages 1 to 9)

PROCEEDINGS INSTITUTED BY
PABLO SEGOND
VS.
PEDRO BEDON
TO COLLECT A DEBT.

EXHIBIT:

Note written in French, for 271 pesos,
payable to Pablo Segond & Son.

New Orleans, Jan. 27, 1790.

(Signed) Bedon.

Pablo Segond petitions that the defendant
declare whether the signature appended at the
foot of the above note is of the defendant's and
if he owes the sum therein stated.

(Signed) Antonio Mendez
" Paul Segond fils.

The Court granted the above petition.

(Signed) Almonester
" Postigo

The defendant admitted that the signature
appended at the foot of the note was his and that
he owed said plaintiff the amount stated in the note.

(Signed) Bedon
" Rafael Perdomo
Clerk of Court.

The Court issued a writ of execution against the property of said defendant.

(Signed) Almonester
 " Lic. Postigo
 " Rafael Perdomo,
 " Clerk of Court.

The defendant repudiates his former declaration and contends that he has evidence to prove that he does not owe the sum the plaintiff claims, and asks the Court to withhold the seizure of his property for a period of ten days.

(Signed) Bedon

On March 2, 1790, when the writ of seizure is served to the defendant he informs the sheriff that he was making arrangements with the plaintiff to settle his claim.

(Signed) Nicolas Fromentin
 Sheriff
 " Rafael Perdomo
 Clerk of Court

The plaintiff petitions to suspend the proceedings because he has settled this claim with the defendant out of Court.

(Signed) Paul Segond fils.
 " Antonio Mendez

The Court granted the petition. The costs amounted to 11 pesos 5 reales to be paid by the defendant.

New Orleans, March 15, 1790.

(Signed) Luis Liotau.

DOCUMENT #2401
BOX 57

File #1742)	
Feb.13, 1790)	
Judge:Don	)	PROCEEDINGS INSTITUTED BY DON JUAN
Andres Almonester)	)	BERTRAND IN ORDER TO OBTAIN PERMIT
y Roxas	)	TO SELL A NEGRESS OF HIS POSSESSION.
C.C; Pedro)	
Pedesclaux)	
Spanish and)	
French)	
Pages 1 to 9)	
)	
)	
)	

The petitioner, a resident of New Orleans, petitioned the Court for the purpose of obtaining authorization to sell a certain Negress of his possession alleging that said Negress has been bought through a deed of sale from one named Castel; and that he be permitted to prove his allegations through the depositions of various witnesses.

(Signed) John Bertrand.

The Court took cognizance of the presentation of said deed of sale and ordered Don Estevan de Quinones to translate said deed of sale into Spanish and to accept the depositions of the witnesses.

(Signed) Almonester.
Postigo.

As per preceding decree Don Estevan de Quinones, translated said deed of sale which showed that petitioner had purchased the said Negress on Nov.4, 1788, in Cabo, (possibly Cape French, Santo Domingo) from one Castel for the sum of "25 portuguezas".

(Signed) Castel.

DOC. #2401
(cont'd)

Later, in June 25, 1789, the petitioner sold said Negress for the sum of 330 pesos cash to one Joseph Labie, Master Surgeon of the Regiment of Louisiana.

(Signed) J. Bertrand.

Then on Jan. 25, 1790, the petitioner again bought the Negress for the same sum and from the same party.

(Signed) Joseph Labie.

The petitioner at this time submitted the following witnesses Antonio Raby, Paul Azurea and Luis P. Martin, who under oath declared that the signatures affixed on said deed of sale were legitimate and also declared to have knowledge that the petitioner had bought the said Negress, in question, for cash.

(Signed) Antonio Raby
" Luis P. Martin.
" Paul Azurea.

Before the Notary Public

(Signed) Fernando Rodriguez.

The Court, on Feb. 22, 1790, after having examined the records of the proceedings, granted petitioner's prayers and authorized him to sell said Negress.

(Signed) Almonester.
" Postigo.

The Clerk of Court petitioned the Court to order the appraisal of the costs of Court.

(Signed) Pedesclaux.

The Court ordered Don Luis Liotau to appraise the Court costs and that same be paid by the petitioner. The costs amounted to 11 pesos, 4 reales, which were paid by the petitioner.

(Signed) Luis Liotau.

DOCUMENT #2402.
BOX 57.

File 1776	)	CASE OF
Feb.13,1790)	
Judge:Estevan	)	Juan Casas and Don Jayme Badia
Miro	)	versus
C.C:Pedro	)	Antonio Francisco de Aguiar.
Pedesclaux)	
Pages I to 20)	
Spanish.)	
)	
)	
)	

Plaintiffs,merchants and residents of this City, petitioned the Court, alleging that as evidenced by the mortgage obligation duly presented the defendant is indebted to them for the sum of 400 pesos, for merchandise sold to defendant to stock his store, on term which has expired. Wherefore they begged the Court to issue a writ of seizure against the property of said defendant sufficient to satisfy said claim.

(Signed) Juan Casas.

The Court granted the above petition and ordered the seizure of the defendant's property specially the house he has mortgaged in order to pay the claim.

(Signed) Estevan Miro
" Postigo.

The Chief Constable warned the defendant that he must pay to Don Juan Casas and Don Jayme Badin the sum of 400 pesos or his property would be seized, specially the house located on the land of the Fr.Capuchins, as ordered by the Court.

(Signed) Estevan Miro
" Pedro Pedesclaux.

On Feb.22, of 1790, Don Nicolas Fromentin, Chief Constable informed the Court that as the defendant had

failed to pay the sum of 400 pesos he had seized the said house of the defendant located on said land.

Plaintiffs informed the Court that Don Nicolas Fromentin, Chief Constable, only seized half of the property of defendant.

Wherefore, they begged the Court to order the said Constable to seize the entire property so that from the proceeds of its sale, their claim be satisfied.

(Signed) Juan Casas.

The Court granted the above petition, and ordered the said Constable to seize the other half of the property.

(Signed) Miro
" Postigo.

On March 2nd., 1790, Don Nicolas Fromentin informed the Court that he had seized the other half of the property.

(Signed) N. Fromentin.

Don Juan Casas and Don Jayme Badia, requested the Court to appoint an appraiser to appraise the seized property.

(Signed) Juan Casas.

The Court appointed as appraiser, Don Josef de la Plaza, and Don Vincent Fangui, who accepted the appointment.

(Signed) Josef de la Plaza
" Vincent Fangui.

The public appraisers, appraised the seized property for the sum of 200 pesos, and for three consecutive days, it was offered at public auction, but no bidders appeared.

DOC. #2402.
(cont'd)

(Signed) Pedro Pedesclaux.

Don Francisco Aguiar informed the Court that his property had been placed at auction on two occasions, and as no bidders had appeared he begged the Court that, an extension of time be granted him in order to pay the sum claimed.

(Signed) Francisco Aguiar.

The outcome of this case is not known.

(24a)
E.

DOCUMENT NO. 2404
BOX 57

File #2006)
Feb. 13, 1790)
Judge: Jose)
de Ortega)
C.C: Pedro)
Pedesclaux)
Pages 1/60)
French and)
Spanish)

DON PEDRO VISOSO
MASTER CAULKER, OF
NEW ORLEANS

VS

DAVID KENEDY
PLANTER LIVING 3
LEAGUES FROM
NEW ORLEANS.

PETITION:

To collect the sum of 433 dollars, in payment of purchase price of negro slave called Antonio.

Plaintiff, instituted proceedings to recover the above amount and as evidence of said claim, plaintiff introduces a copy of act of sale passed on July 17, 1788 in the Parish of St. John the Baptist, on the German Coast, in the presence of Judge and Commander of said Parish and witnesses. In said copy defendant agrees to pay full amount in Dec. 1788, and in case of failure in complying with said debt, defendant agrees to remit to plaintiff, a young negress of his ownership in good health, free from all mortgages and debts, age 25 years old named Suda.

Date of said copy: January 13, 1789.

Witnesses signed:

A. Trouard
Antonie Dufoucha Degruy
Maurice O'Conor

(Signed:)

Pedro Visoso
" David Kenedy

On Feb. 13, 1790 the Court orders Don Louis Liotau, to translate said copy from French into Spanish.

(Signed:)

Pedro Pedesclaux
Court Clerk.

On Feb. 25, 1790 after considering these proceedings, the Court orders Don Alexander Baudin, who has charge of defendant's property during the latter's absence, to deliver the negress Suda, as well as other valuable belongings to defendant, into the hands of plaintiff, in order to satisfy said claim.

(Signed:)

Pedro Pedesclaux
Court Clerk.

The Court was informed by Court Clerk, that summons could not be delivered to Alexander Baudin, as he is absent from the City.

(Signed:)

Pedro Pedesclaux
Court Clerk.

On October 5, 1791 plaintiff, through his attorney Felipe Guinault, alleges that it is more than a year since he made his first appeal in Court, to recover said sum, and as yet no effort has been made to satisfy his claim, he therefore prays the Court that negress Suda, be given to him as well as other valuables of defendant's ownership, to satisfy said sum.

(Signed:)

Felipe Guinault
" Pedro Visoso.

On October 25, 1791 Joseph Boyaval, Minister of Finance, summons Don Alexander Baudin, to appear in Court and deliver the negress Suda, and other valuables to plaintiff.

(Signed:)

Joseph Boyaval
" Pedro Pedesclaux

On November 5, 1791 Don Juan Ventura Morales, Treasurer of the Province of Louisiana, names Don Antonio Mendez, to represent absent defendant.

On same day Attorney Antonio Mendez, accepts.

(Signed:)

Antonio Mendez
" Pedro Pedesclaux

On June 1794 plaintiff prays the Court, to settle costs of Court, and all expenses of this proceedings.

(Signed:)

Pedro Visoso

On same day the Court grants petitioners request.

NOTE:

Costs of Court not mentioned in this part of document.

On June 18, 1794 Don Antonio Mendez, agent for his principal, prays the Court to summon Alexander Baudin, to declare under oath number and description of articles presented to plaintiff to satisfy said claim.

(Signed:)

Antonio Mendez.

On June 20th, 1794 the Court grants above request.

On June 21, 1794 Don Alexander Baudin, appears in Court and stated, that he has remitted to plaintiff, the said negress and child, a locked trunk, various papers and book written in the English language and land titles of unknown value, deposes having made a true statement and being 33 years old in 1794.

(Signed:)

A. Baudin
" Pedro Pedesclaux
Court Clerk.

Said agent petitions that plaintiff be summoned and declares that above articles, negress and child, have been given to him and that he is satisfied with same, considering the debt settled.

Plaintiff, appears and through his Attorney Francisco Badillo, presents the inventory of effects given to him, and states the following:

(1) That negress though healthy and strong, proved to be stupid and unable to perform any household task, said negress having recently been brought from Africa, had never been taught to perform any special task, therefore negress proved useless to him.

(2) That effects taken from defendant's plantation proved to be worthless, that trunk contained nothing but torn and worn out clothing, that books were written in English, therefore useless to him. That the only thing of value to him were two large china dishes.

(3) As above effects proved to be of no value to plaintiff, he prays the Court to allow him to send all articles mentioned in said inventory to defendant's orphan girl, pupil and boarder at the Ursuline Convent.

(Signed:)

Pedro Visoso
Francisco Bernoudy

The Court orders said inventory to be translated from French into Spanish by Jean Joseph Duforest, on July 25, 1794 and issues a permit to send effects proven to be of no value to plaintiff, to defendant's daughter, a pupil and boarder at the Convent of the Ursuline Nuns.

(Signed:)

Pedro Pedesclaux

SUPPLEMENTAL PETITION:

Plaintiff, through his Attorney Don Francisco Bermudez, again petition the Court as follows;

Plaintiff states:

- (1) That said negress called Suda, was given to him as a security and not as a permanent possession, until full payment in cash is made. Therefore plaintiff has no full authority and cannot dispose as he wishes of said negress.
- (2) That negress and child are useless, for negress is an untrained negro woman, recently imported from Africa.
- (3) That as plaintiff cannot get any service from said negress, that plaintiff assumes the right to charge a 6 percent commission per annum on the sum of 433 pesos, for the period of 4 years, which makes a total of 103 pesos, 92 reales.

On Aug. 7, 1794 the Court informs Francisco de Sales Badillo, Attorney for the absent defendant, who states the following:

That plaintiff is not entitled to a six percent commission on sum above mentioned for these reasons:

- (1) That negress Suda had been estimated and valued at 300 pesos, and her child Carlotta 100 pesos, and that no doubt at this present time, said child being a few years older could be sold for 150 pesos, therefore plaintiff has the actual value of 450 pesos, which covers above debt plus a balance, that would cover part of food and clothing for both mother and child.
- (2) That plaintiff's statement in saying that negress is "useless" is incorrect for said negress had been frequently rented to a Spanish family and brought to plaintiff an income of 5 and at times, 8 pesos monthly.
- (3) That said negress must have a certain value to plaintiff, as the latter made a present of same negress to his

daughter, at time of her marriage, including said negress as part of daughter's dowry.

Therefore, attorney for the absent defendant prays the Court to reject plaintiff's prayer.

(Signed:)

Francisco de Sales Badillo

On Aug. 24, 1794 after considering above statement, the Court rejects plaintiff's prayer.

The record shows that plaintiff decides to sell negress and child at auction. After securing permit from the Court, said negress and child were sold to Don Angel Ruiz de la Pena, for the sum of 420 pesos.

Sale made in the presence of two witnesses and the two attorneys interested in said case, on Sept. 9th, 1794.

(Signed:)

Francisco de Sales Badillo

Signature of witnesses: "

Robert Joseph Ducros
Francisco de Sales Badillo

Court Clerk
Pedro Pedesclaux.

The Court approves to have effects mentioned in the general inventory, belonging to defendant to be sent to latter's orphan daughter, a pupil and boarder at the convent of the Ursuline Nuns.

Costs of Court amounting to 100 pesos, 17 reales to be paid by plaintiff.

A

mcq

DOCUMENT #2403.
BOX 57.

File #1827)
Feb. 13, 1790)
Judge:)
Governor) NICOLAS FROMENTIN
Estevan Miro) VS
C.C: Pedro) MME. ESTEFANIA de GOUYON.
Pedesclaux)
Pages 1 to 10)
Spanish)
_____)

The plaintiff, deputy sheriff of this City, petitioned the Court, alleging that as evidenced by the account duly presented, the defendant, widow of Don Juan Bautista Garic, former Notary Public of this City, is indebted to him in the sum of 24 pesos for having served official notices on various litigants of the Court, and although he had requested its payment, the defendant had failed to comply: Wherefore he begged the Court to issue a writ of attachment of properties against the said defendant.

(Signed) N. Fromentin.

The Court took cognizance of the presentation of said account and ordered the defendant to pay the sum claimed by the plaintiff, within four days.

(Signed) Miro
" Postigo.

The plaintiff, later petitioned the Court stating that the defendant had refused to comply with the Court's decree, and that the writ of attachment be drawn against said defendant. The Court through the Deputy Sheriff warned the defendant that if she failed to pay said sum, a negro slave of her ownership

would be seized.

The plaintiff again petitioned the Court alleging that the said defendant had ignored the warnings of the Court and petitioned the Court to order Dona Antonia Prache, widow of Martin Palao, tenant of the said defendant to withhold from her rent due defendant the sum of 24 pesos at the disposal of the Court.

The Court ordered the aforesaid tenant to retain the aforesaid sum, as petitioned.

(Signed) Miro
" Postigo.

The record shows that plaintiff again petitioned the Court for the enforcement of the writ of attachment requested in his previous petitions, and to take effect immediately.

(Signed) N. Fromentin.

The Court, after having examined the said records of the proceedings, granted the plaintiff's prayer.

This writ of attachment was served by Don Juan Bautista Combell, Deputy Sheriff, after having unsuccessfully requested defendant to pay said sum claimed by the plaintiff, he seized a negro slave of said defendant and placed him in jail.

(Signed) J. B. Combell.

The record ends with a decree of the Court ordering the appraisal of the costs of Court and that same be paid by the defendant. The appraisal was made by Don Luis Liotau, which amounted to 10 pesos, 2 reales.

(Signed) Luis Liotau.

DOCUMENT # 2405
BOX 57

File # 1872)
Feb. 18, 1790)
Judge: Andres)
Almonester)
C.C: Pedro)
Pedescloax)
Spanish)
Pages 1 to 58)
_____)

INCIDENTAL PROCEEDINGS INSTITUTED
BY DON PLACIDE LARRIEU, FORMERLY
RESIDENT OF CAPE FRENCH SANTO DOMINGO,
EMPOWERED BY RENE GARET,
SURGEON MAJOR OF SAID PLACE.
VERSUS
THE SUCCESSION OF DON SOULIER AND
DIRECTED AGAINST DON GUILLAUME
MARRE AND MADAME MARIE CHAUVIN.

The plaintiff, now resident of this city, through Don Antonio Mendez, Public Procurator, instituted proceedings against Don Guillaume Marre, to collect a certain sum of pesos due, by the succession of Don Juan Soulier, of which Marre was heir, and stated that, His Lordship, by a preceding decree approved the validity of the renunciation of said Marre, as heir of said succession leaving plaintiff's recourse to proceed as he may best see fit.

Therefore, plaintiff begged the Court, to order the present Clerk of Court to furnish him copy of the principal proceedings wherein, it manifests the distribution of the properties of said succession by said Marre.

(Signed) Placide Larrieu.

(Signed) Antonio Mendez.

The plaintiff, through his Attorney, asked the Court to order a copy of his power of Attorney to be added to these proceedings and that the Court order Dona Marie Chauvin to appear in Court and declare under oath whether or not she received 500 pesos belonging to a mulatress named Magdalena and if said mulatress has any other property.

(Signed) P. Larrieu.
" A. Mendez.

As per preceding decree the Court Clerk accepted the declaration under oath of Dona Marie Chauvin wherein she stated that she received said sum from Magdalena an also a negro named Guin, to be given to Marie Magdalena's baby.

(Signed) Marie Chauvin
" Pedro Pedesclaux.

On Aug. 3, 1790, the Court summoned Magdalena to appear in Court.

(Signed) Almonester
" Serrano.

Magdalena declared that the succession had sufficient funds to pay all debts.

Her
(Signed) X Magdalena.
Mark

Don Santiago Guinault, Attorney for absent heirs stated that the mulatress was a legitimate heir of said succession, and that the estate had other property and that Marre has submitted false statements.

(Signed) Guinault.
" X.

The Court summoned Marre to appear in Court.

(Signed) Almonester.

The defendant petitioned the Court stating that he will settle the claim of plaintiff by paying 600 pesos and begged Court to discontinue the case;

(Signed) Marre.

DOC. # 2405.

(cont'd)

The Court granted the defendant's plea and ordered Don Liotau to appraise the cost of these proceedings.

(Signed) Almonester.

The Court costs amounted to 32 pesos.

(23a)

E.

DOCUMENT # 2406
BOX 57

File #2017)
Feb. 19, 1790)
Judge: Governor)
Estevan Miro)
C.C: Pedro)
Pelesclaux)
Spanish)
Pages 1 to 11)
_____)

PROCEEDINGS INSTITUTED BY ISIDRO
ILLA FOR THE PURPOSE OF RECOVER-
ING CERTAIN EFFECTS OF HIS POSS-
SESSION WHICH WERE OFFICIALLY AT-
TACHED FROM NARCISO PRATS BY ORDER
OF THE COURT..

Don Isidro Illa, a resident and merchant of this City, petitioned the Court, alleging that the effects amounting to 366 pesos which had been attached by order of the Court, from his clerk Narciso Prats, due to having been found implicated in a robbery of the property of the petitioner, as evidenced by the sworn itemized report he duly presented, wherefore, he begged the Court to order the receiver general to release said effects according to his report.

(Signed) Isidro Illa.

The Court took cognizance of the presentation of said report; requested the records of the proceedings and ordered that Don Antonio Bonabel be summoned.

(Signed) Miro-Postigo.

Don Antonio Bonabel, a resident of this City, petitioned the Court for the purpose of declaring that he had no objections whatsoever to the delivery of the goods found in possession of Narciso Prats, which are claimed by petitioner, and begged the Court to decree as it may be deemed more convenient.

(Signed) Antonio Bonabel.

The Court ordered Narciso Prats to declare whether or not the effects attached from him by a Court order

and the signature affixed on said account belong to plaintiff, and to notify the public appraisers to appraise the said effects now in care of the general receiver and after doing so that the records be brought before the Court.

(Signed) Miro-Postigo

Narciso Prats, under the customary oath declared that the signature affixed on said account and the effects belonged to petitioner.

(Signed) Narciso Prats.

The appraisers, Adrian de la Place and Vincente Fangui, were notified by the Court to make the aforesaid appraisal and after having appraised said effects, they valued all the effects in the sum of 370 pesos and 4 reales.

(Signed) Vincente Fangui
" Adrian de la Place.

Before

Pedro Pedesclaux
(Clerk of Court)

Then the Court, after having examined the records of the proceedings, and taking in consideration the deposition of Prats, and that Don Antonio Bonabel had no objection ordered the general receiver to release the aforesaid items to petitioner and that, the Court costs be appraised and also be paid by the said petitioner.

(Signed) Estevan Miro- Postigo

The petitioner acknowledged having received the effects stated in his report from the general receiver Don Mathias Alpuente.

(Signed) Isidro Illa.

DOC.#2406
(cont'd)

The record ends with the appraisal of the proceedings made by Luis Liotau which amounted to 15 pesos.

(Signed) Liotau.

The plaintiff, a resident of the City, with leave of absence, alleging that he was wrongfully and without authority by the defendant in 1935, to take possession of the property, therefore, he prayed the Court to have the defendant declared under oath whether or not such act was done and whether the signature at the time was authentic or not.

(No signature)

The Court granted the above petition.

(Signed) Alexander

The plaintiff requested the Court that as he had submitted and settled the case out of Court, to have the Court return all the notes and papers in the defendant's possession.

(No signature)

The Court granted the above petition.

(Signed) Alexander

File #62)	
Feb. 20, 1790	)	CASE OF ANTONIO BERTRAND
Judge: Almonester	)	VERSUS
C. C: Rafael	)	THE WIDOW OF FAVRE DAUNOY
Perdomo)	
Pages 1 to 6)	
Spanish)	

Plaintiff, a resident of the City, petitioned the Court alleging that as evidenced by the notes he presented the defendant is indebted to him in the sum of 172 pesos. Wherefore, he begged the Court to have the defendant, declare under oath whether or not she owed the said sum and whether the signature at the foot of the note was her own.

(No Signature)

The Court granted the above petition.

(Signed) Almonester

The plaintiff requested the Court that as he and the defendant had settled the case out of Court, to have the Clerk of Court return all the notes he has against the defendant.

(No Signature)

The Court granted the above petition.

(Signed) Almonester

On 23rd of Dec., 1790, before the Clerk of Court and witnesses, Don Antonio Bertrand appeared and received the three notes he had against the defendant from pages 1 to 3, and did not sign, because she could

(Doc. #2407)
cont'd.

not read or write. The witnesses were, Don Francisco Badillo, Don Juan Bautista Orzo and Antonio Rodriguez.

(Signed) Francisco de Sales Badillo

The case ends here.

24(a)

s.

File #160)
Feb. 20, 1790)
Judge: Don)
Andres)
Almonester)
y Roxas)
C.C; Rafael)
Perdomo)
Spanish)
P. 1/10)

DOCUMENT NO. 2408
BOX 57

CASE OF
PABLO SEGOND
VS
THOMAS PETERSON

Plaintiff a resident and merchant of this city petitioned the Court alleging that as evidenced by the transfer and deed of sale with mortgage duly presented, made in his favor by Rafael Ramos, that the defendant is indebted to him in the sum of 450 pesos, as per the value of the purchase of a negro slave, and although he had requested defendant to pay said sum that the defendant had failed to do so.

Wherefore; he begged the Court to issue a writ of attachment against the person and properties of the defendant in order to satisfy his claim and the costs of Court.

(Signed:)

Paul Segond et fil
" Antonio Mendez

The Court after having taken cognizance of the presentation of said exhibits decreed the writ of attachment requested by the plaintiff.

(Signed:)

" Almonester
Postigo

NOTE:

The Clerk of Court certified having drawn

the said writ of attachment ordered in the preceding decree.

(Signed:)

Perdomo

Said writ of attachment was served on the defendant by the deputy Sheriff Nicolas Fromentin, who declared having made several unsuccessful visits to the house of the defendant and that he could not get in touch with him.

(Signed:)

Nicolas Fromentin.

Then the plaintiff thru this attorney again petitioned the Court and declared that since the defendant did not have funds to pay said debt and aware that defendant had mortgaged a negro of his ownership to Don Olivier Pollock, he begged the Court that said writ of attachment be served on said Pollock in order to recover from him the value of the negro, indebted to plaintiff.

(Signed:)

Paul Segond & Son
" Antonio Mendez.

The above petition was granted, and the deputy sheriff, served said writ of attachment on Don Olivier Pollock ordering him to hold in his possession the said sum at the disposal of the Court.

(Signed:)

N. Fromentin

The record does not show the outcome of the case.

File #1740)
Feb. 22, 1790)
Judge: Andres)
Almonester)
C.C: Pedro)
Pedesclaux)
Spanish and)
French)
Pages 1 to 3)

PROCEEDINGS INSTITUTED BY
DON FRANCO BROUTIN
VS
DON AUGUSTIN COURSEIRE
IN ORDER TO COLLECT A SUM
OF PESOS.

Don Franco Broutin, resident of this City, petitioned the Court, alleging that as evidenced by a private lease, duly presented Don Augustin Courseire, a merchant of this City, is indebted to him, the past due sum of fifty (50) pesos for two months rent. The plaintiff also alleges having requested the defendant on various occasions, to make said payment without any success.

Wherefore, he begged the Court to order defendant to declare under oath, whether or not he is indebted to the plaintiff in the said sum, and if the signature affixed at the foot of the lease is his.

(Signed) Franco Broutin.

TRANSLATION FROM FRENCH

On the 13th. of October, 1789, the undersigned Augustin Coursiere, merchant hatter, signed a private lease with Francois Broutin of this City, whereby the former will rent until the end of the year, 1790, the latter's half house located on the corner of Royal St., at the rate of 25 pesos per month.

(Signed) Francois Broutin
" Coursiere

DOC. #2410

Box 57

The Court took cognizance of the presentation of said lease and ordered the defendant to declare as petitioned.

In the city of New Orleans, 23rd of Feb., 1790. The defendant appeared in Court and declared that he owed the sum stated in the said lease, and also acknowledged his signature.

(Signed) A. Coursiere.
" Pedro Pedesclaux
" Andrew Almonaster.

The case ends here.

23(a)

L

File 1780)

DOCUMENT NO. 2410

Feb. 22, 1790)

BOX 57

Judge:)

Estevan)

Miro)

C. C: Pedro)

Pedesclaux)

Spanish)

PROCEEDINGS INSTITUTED BY DON
JACQUES (SANTIAGO) CASTAIN, IN
ORDER TO OBTAIN A WARRANT OF AT-
TACHMENT TO BE SENT TO THE COM-
MANDER OF THE POST OF OPELOUSAS,
TO BE SERVED ON MESSRS. DEJAN
AND LASTRAPES.

Don Jacques (Santiago) Castain, resident of this City and agent for Don Andres Demont, petitioned the Court alleging that Don Juan Soulie and Co., is indebted to his principal in the sum of five thousand three hundred twenty six (5326) pesos, and 4 reales, and that for the security of said payment, they have surrendered a certain mortgage they held on a promissory note signed by Don Juan H. Lastrapes, and Don Bertholomew Dejan, dated and signed on Aug. 6th, 1788; the mortgage in question covers the amount of 12,800 pesos, Mexican coinage, payable in terms, wherefore, he begged the Court to order the Commander of the post of Opelousas, to request the payment of 5,326 pesos, corresponding to one instalment on said note to the aforesaid Lastrapes and Dejan, residents of said post, who are indebted to Juan Soulier and Co.

(Signed:)

Castain.

The Court took cognizance of the presentation of the deed and decreed the said writ of attachment requested in the previous petition including herewith, the records of the proceedings to Don Nicolas Forstall, Commander of the post of Opelousas, to collect from Don Juan Henrique Lastrapes and Bertholomew Dejan, the sum claimed by petitioner, and in default thereof, to enforce said writ of attachment.

(Signed:)

Miro

Don Pedro Pedesclaux, Public Notary of the Cabildo, and recorder of mortgages of this City, stated that having concluded the proceedings of the litigant parties in this City, that the Court ordered the appraisal of the cost of Court to be included in the records of the proceedings sent to Opelousas.

(Signed:)

Pedro Pedesclaux

The costs were presented by Don Louis Liotau, amounting to 8 pesos, 6 1/2 reales, which was also sent to be collected from the defendant.

(Signed:)

Louis Liotau.

Again the principal, through his agent petitioned the Court for the purpose of enforcing the arrival of the defendant to this City, and that he be summoned and notified about the writ of seizure sent to the Commander of Opelousas, in order to take effect in that post.

(Signed:)

Castain.

The Court granted plaintiff's prayer.

(Signed:)

Miro.

File #1748)
Feb. 23, 1790)
Judge:)
Ortega)
C.C; Pedro)
Pedesclaux)
Pages 1/5)
Spanish)

DOCUMENT NO. 2412
BOX 57

PROCEEDINGS INSTITUTED BY DON
ANTONIO BONABEL, IN ORDER TO
OBTAIN A PERMIT TO SELL TWO
NEGRO SLAVES.

Don Antonio Bonabel, a resident and merchant of the City, petitioned the Court alleging that he wished to sell two slaves of his ownership, called Felix and Cesar, and that the title of sale had been lost.

Wherefore, in order to prove his rightful ownership, and be able to sell the said slaves, he offered to present depositions of witnesses who were to testify to that effect.

(Signed:)

Antonio Bonabel

The Court granted petitioner's prayer and order him to present his witnesses, in compliance with which order Don Pedro Feliberto, age 32 years, Don Andres Priux, age 36, and Don Juan Pedro Bernard, age 45, appeared and under oath declare that the said negroes belonged to the petitioner.

(Signed:)

Pedro Feliberto

" Andres Priux

" Juan Pedro Bernard

Before the Notary Public,

(Signed:)

Pedro Pedesclaux

The Court, after having examined the records of the proceedings granted the petitioner's prayer and

decreed that a title be issued in order to enable him to sell his slaves.

(Signed:)

Ortega

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

The costs amounted to 6 pesos, 6 reales.

24(a)
m

DOCUMENT #2413.

BOX 57

File #1806)
Feb. 23, 1790)
Judge: Estevan)
Miro)
C.C: Pedro)
Pedesclaux)
Pages 1 to 6)
NOTE: 1 to 4)
Not on the Doc.)
Spanish)

CASE OF

DON. FRANCISCO DUPLESSIS

VS

JPH. CRETIEU, A RESIDENT OF
THE POST OF OPELOUSAS.

Don Francisco Duplessis, through his attorney, petitioned the Court, alleging that as evidenced by the Public deed he duly presented, the defendant Jph. Cretien, a resident of the Post of Opelousas owed him the sum of 950 pesos, value of two slaves, whom he sold to the defendant, which sum the plaintiff on various occasions had tried to collect from the defendant, but to no avail.

Wherefore, he begged the Court to issue instructions to the Commander of the Post of Opelousas, Don Nicolas Forstall, to demand payment of said debt, plus costs. If necessary, to seize the defendant's property enough to cover the claim.

(Signed) Jph. Duplessis.
" Felipe Guinault.

The Court granted the petitioner's prayer and ordered the Commander of that Post seize the defendant's property in order to collect said claim.

(Signed) Estevan Miro.
" Postigo.

The outcome of the case is not known.

2

24(a) E.

File #1832)
 Feb. 23, 1790) CASE OF DON PEDRO FAVROT
 Judge: Estevan) VERSUS
 Miro) THE SUCCESSION OF DON PEDRO
 C. C: Pedro) LARRIEAUX
 Pedesclaux)
 Spanish)
 Pages 1/6)

Don Pedro Joseph Favrot, Captain of the permanent Regiment of this City, petitioned the Court alleging that as evidenced by the public deed, duly presented the succession of Don Pedro Larrieaux, is indebted to him in the past due sum of four hundred and fifty five pesos (455), and knowing that the properties of said succession are to be sold at Public Auction by order of the Commander of the Coast of Des Allemands, Don Santiago Massicot, he begged the Court to order the aforesaid Commander, to retain in his possession from the proceeds of said public sale, the sum claimed.

(Signed) Pedro Favrot

NOTE: In compliance with a preceding decree the Court Clerk detached from this document folios 1, 2, 3, 4, and forward together with the warrant issued to the said Commander of Des Allemands.

(Signed) Pedesclaux

The Court after having examined the records of the proceedings, issued the corresponding writ of attachment including therewith the said deed, proving the debt of the defendant, costs, etc., which were sent to the Commander of said Post, with instructions to attach the sum claimed by the plaintiff, and that

(Doc. #2414)
cont'd.

same be sent to the Court of New Orleans.

(Signed) Miro
" Postigo

The cost of Court amounted to 7 pesos,
3 reales.

23(a)
s.

DOCUMENT #2415
BOX 57

File #1795)
 Feb. 25, 1790) ANTONIO DOCTRINA PETITIONED THE
 Judge: Estevan) COURT FOR THE PURPOSE OF OBTAIN-
 Miro) ING AN EXTENSION OF TIME, IN WHICH
 C.C: Pedro) TO SATISFY HIS CREDITORS.
 Pedesclaux)
 Pages 1 to 11)
 Spanish)
)
)

Petitioner, a resident of the City, through his attorney Don Felipe Guinault, petitioned the Court alleging that, he was indebted to some Creditors for the sum of 366 pesos as evidenced by the document duly presented, where he asked and was granted an extension of time in order to pay them the following amounts as itemized

Don Jph. Fouque	100 Pesos	
Mr. Vignaud, (a watchmaker)	7	"
A. Bonabel	75	"
Don Santiago Mather	20	"
One called Marcassus	14	"
Don Benito Alom	22	"
(a Catalonian)		
Don Nicolas Ricardi	9	"
(a Candy maker)		
Fabrega (a Genovese)	6	"
Reinaud,	14	"
(Merchant in the levee)		
Wm. Stephen	60	"
(English merchant in the (levee.)		
Don Francisco Llorens)		
(A Catalonian))	20	"
Don Manuel)		
(A Catalonian))		

Madame Laurent Allemand	13.4
Crooked Mouth English of)	<u>7.4</u>
the levee, alias Hausser)	
Total	366 pesos

property and merchandise amounted to 250 pesos.

Wherefore he begged the Court to order the Creditors to identify the signatures on the said note, and to have the other Creditors grant him the same as above.

(Signed) Antonio Doctrina
" Felipe Guinault

The Court granted the above petition, and ordered the Clerk of Court to notify the other Creditors.

(Signed) Miro
" Postigo

The Court ordered that all the Creditors appear and declare under oath whether or not the signatures on the said note were theirs. All acknowledged their signatures.

(Signed) Miro
" Postigo

The record shows that in view of the fact that the majority of the defendant's creditors, who held the largest claims, were in accordance, the Court granted him the extension of time he requested.

(Signed) Miro
" Postigo

The Court ordered that the petitioner pay the costs of Court which amounted to 23 pesos $5\frac{1}{2}$ reales.

(Signed) Luis Liotau

File #1852)
Feb. 26, 1790)
Judge:)
Governor)
Miro)
C.C; Pedro)
Pedesclaux)
Spanish)
Pages 1/5.)

DOCUMENT NO. 2416
BOX 57

CASE OF
JUAN BAUTISTA HORNEZ
VS
MARIA DELILLA DUPARD, WIDOW
OF DON JUAN ARNOULT.

The plaintiff, a resident and merchant of this city, petitioned the Court alleging that as evidenced by the note he duly presented, the defendant was indebted to him in the sum of 221 pesos, $2\frac{1}{2}$ reales, and although he had requested said ~~defendant~~ on various occasions, to settle the above mentioned debt, he had been unable to secure any results. Wherefore, he asked the Court to obtain from the defendant the customary oath and declaration regarding whether or not she was indebted in the sum claimed by the plaintiff, also, that said declaration be released to the plaintiff for further proceedings.

(Signed:)

Jn. Bte. Hornez.

The Court took cognizance of the presentation of said receipt, and ordered the defendant to declare as petitioned by the plaintiff.

(Signed:)

Miro
" Postigo

The Clerk of the Court declared that he had called on the defendant and after having questioned her

about the signature affixed on the note and its contents, she readily acknowledged her signature and her indebtedness to the plaintiff, but refused to sign her declaration.

(Signed:)

Pedro Pedesclaux.

Later, the plaintiff informed the Court that the defendant had settled her indebtedness outside of the Court with him, and petitioned that the costs of Court be appraised and be paid by the defendant.

(Signed:)

Jn. Bte. Hornez.

The costs of Court, amounted to 4 pesos, 7 reales, to be paid by the defendant.

(Signed:)

Luis Liotau.

NOTE

The Court returned the defendant her note. Therefore, this document is not included in the record.

File #24)	
Feb. 27, 1790)	
Judge: Andres	)	PROCEEDINGS INSTITUTED BY
Almonester	)	JOSEPH BOYAVAL FOR THE PUR-
C.C: Rafael	)	POSE OF SECURING AUTHORIZ-
Perdomo	)	ATION TO SELL A CERTAIN LAND.
Pages 1 to 2)	
Spanish)	

Joseph Boyaval, a resident of this City petitioned the Court alleging that he owed Don Jacques (Santiago) Fontenet the sum of 150 pesos, and various other sums to other persons. Wherefore he begged the Court to authorize him to sell at Public auction a house and land of his ownership located on (Delfin) Dauphine St. to be paid half in cash and the other half at the end of the year, so that he could pay his creditors.

(Sig.) Joseph Bayoval.

The Court decreed that the recorder of Mortgages certify whether the property was free of Mortgages.

(Sig.) Almonester
Postigo.

On the 9 of March the recorder of Mortgages issued a certificate stating that the said house and land was not mortgaged.

(Sig.) Pedro Pedesclaux
Recorder of Mortgages

The outcome of the case is not known.

Box v-7

February 27, 1790)
 File #49)
 Judge: Andres)
 Almonester)
 C.C.: Rafael Perdomo)
 " " Carlos Ximenea)
 Pages 1 to 96)
 French and Spanish)

PROCEEDINGS INSTITUTED BY
 SANTIAGO LEMAIRE
 VERSUS
 FERMIN THIBODEAUX
 AND
 LUIS LEJENDRE,
 TO COLLECT A DEBT.

EXHIBIT: DEED OF SALE WITH BOND.

Santiago Lemaire of New Orleans, sold a Negro slave, Neptune, 30 years old, to Fermin Peti Bodo (Thibodeaux) for five hundred pesos payable in two installments, New Orleans, November 25, 1789, Luis Lejendre acting as bondsman for Thibodeaux.

(Signed) Perdomo
 Clerk of Court.

As purchaser Thibodeaux failed to pay the 1st installment due on a negro slave, petitioner Santiago Lemaire sues guarantor Luis Lejendre, and petitions the Court to issue a writ of seizure against Lejendre's property.

(Signed) Almonester
 " Postigo
 " Rafael Perdomo
 " Nicolas Fromentin

DOCUMENT NO. 2418

Lejendre answers that Thibodeaux should be ordered to pay his debt or his property should be seized in default thereof.

(Signed) Luis Lejendre

The petition is granted and Sheriff Nicolas Fromentin seizes a negro slave belonging to Luis Lejendre, and placed same in the care of the Receiver General.

(Signed) Miro

" Almonester

" Lic. Postigo

A writ of seizure is issued against the property of Fermin Thibodeaux, and is sent to Luis Judice, Commander of the District of La Fourche. Governor Miro suspends the civil proceedings because there are criminal charges pending against Lejendre who is accused of stealing tobacco from the Government ware-house. The Negro slave seized by the civil authorities is to be held for the Government and surrendered to it if necessary.

(Signed) Estevan Miro.

Upon learning that the criminal charges against Lejendre had been suspended by the Government, the plaintiff petitions that said Negro be sold at auction.

(Signed) Lemaire

DOCUMENT #2418

The Civil Court verifies the sentence pronounced at the trial for the robbery of tobacco, in which Lejandre was involved and as he is not guilty of robbery he is condemned to pay, in conjunction with his wife, the costs of Court. This sentence was imposed on Lejandre as he was found guilty of concealing the stolen goods.

(Signed) Almonester
 " Rafael Perdomo
 " Lic. Serrano

OPPOSITION:

Adelaida Laveau, wife of Lejandre, files an opposition for 305 pesos, claiming that there are no other properties but one Negro slave, seized by the Government and a Negress in the hands of the civil authorities, both would scarcely cover the plaintiff's claim, and said Negress was purchased by her husband with her paraphernal property, as evidenced by exhibit written in French.

(Signed) Antonio Mendez.

The Court accepts her opposition, services of notices, translation of exhibit from French into Spanish by Duforest.

(Signed) Rafael Perdomo
 " Lic. Serrano
 " Juan Josef Duforest.

DOCUMENT #2418

Santiago Lemaire petitions to be given a copy of the sentence at the trial for the robbery of tobacco, in order to get information about the fines imposed upon Luis Lejendre and his wife, and thus ascertain whether the value of the two slaves would cover his claim after paying said fines.

(Signed) S. Lemaire

The petition is granted.

(Signed) Ximenez

Sentence discloses; Luis Lejendre and wife are to pay for the costs of the trial amounting to 161 pesos. Moreover the wife is given 100 pesos fine for buying stolen goods.

(Signed) Carlos Ximenes.

Plaintiff alleges that if Adelaida Lejendre has to pay a fine of 100 pesos plus 80 pesos, (half of the costs of the trial) there will be a sufficient balance left if both slaves were sold, to take care of her paraphernal claim (305 Pesos) and cover his own claim.

(Signed) S. Lemaire
" Carlos Ximenez.

Adelaida Laveau answers that she has more evidence of paraphernal property to add to her opposition.

(Signed) Antonio Mendez.

Plaintiff argues that inasmuch as there is no other property which the defendant so far can produce, and as the Court costs are increasing considerably, there will be no sufficient funds left to pay his claim, therefore, he begs the Court to have Lejandre either post a bond or answer with his own person.

(Signed) S. Lemaire Son.

The Court allows a period of 9 days in order that both sides produce further evidence.

(Signed) Lic. Serrano
" Carlos Ximenez.

The plaintiff brings to the attention of the Court that one Antonio Magnon owes the defendant 400 pesos, value of a house and lot. He petitions that Magnon withheld this sum from the defendant at the disposal of the Court until the end of these proceedings.

(Signed) S. Lemaire.

Petition is granted and a notice of service is sent.

(Signed) De Marigny
" Carlos Ximenez.

Adelaide Laveau petitions that Miguel Cantrel, Commander of the Coast of Acadians, obtain certain documents which will prove the value of her paraphernal property.

(Signed) Antonio Mendez.

DOCUMENT #2418

Petition is granted.

(Signed) Lic. Serrano
" Ximenez.

Adelaide Laveau presents documentary evidence (written in French and translated into Spanish by the Court) sent by Commander Miguel Cantrel, proving that her paraphernal property consisted of one plantation of four arpents, located at the Coast of Acadians and appraised at 350 pesos. This property was sold later by her husband for 1,700 pesos, less the value of certain improvements made thereon bringing the net amount due her by her husband to 900 pesos, for which she enters opposition.

(Signed) Antonio Mendez.

Santiago Lemaire contends that if Adelaida Laveau's paraphernal property was originally appraised at 350 pesos and her husband sold it for 1700, the profit should be considered at community property. Therefore allowing her opposition to be 350 instead of 305, plus 400 pesos withheld by Magnon, and the value of 4 slaves, there are sufficient funds to pay for his claim.

(Signed) S. Lemaire

JUDGMENT

Opposition for an increased sum is granted. The profit made in the sale of Adelaida Laveau's paraphernal property is considered as accrued value

of said property, and not as community profit. The evidence shows that Legendre had to obtain permission from his wife to sell her plantation, which proves that she did not transfer it to him or to the community property. Her claim takes precedence above other creditors. Plaintiff may institute further proceedings, and he is to pay for the costs of Court.

(Signed) Pedro de Marigny
" Lic. Manuel Serrano

A copy of judgment is served.

(Signed) Carlos Ximenez.

As 5 days had elapsed and the plaintiff fails to appeal the case, the defendant petitions that judgment be certified service of notice.

(Signed) Antonio Mendez.

Since the plaintiff still gives no answer, the defendant makes a motion in judgment by default.

(Signed) Antonio Mendez.

Petition is granted.

(Signed) Ximenez.

Santiago Lemaire challenges the competency of counsellor Manuel Serrano, and asks that Jose Ortega be appointed as counsellor to render a new decision.

(Signed) S. Lemaire

Carlos Ximenez, Clerk of Court, refuses to file Lemaire's challenge on the grounds that it came after the judgment had been signed and published. He calls the attention of the Court that the plaintiff, instead of appearing in person to hear the judgment, he had commissioned Felipe Guinault to file the challenge and thus obtain admission for his opposition.

(Signed) Carlos Ximenez.

Lemaire alleges that according to the law a motion challenging the authority of a Justice of the Peace may be filed even after the judgment has been signed, provided it is brought before reading of said judgment to the litigants by the Clerk of Court. Inasmuch as he had filed his opposition through Felipe Guinault, and had not personally taken cognizance of the Judgment, the Clerk of Court should have accepted his opposition.

(Signed) S. Lemaire.

Opposition is accepted, however, the authority of Counsellor, who had been requested by Jose Ortega, is also challenged by Adelaida Laveau.

DOCUMENT #2418

As there are no other competent legal authorities Nicolas Maria Vidal, Auditor of the Army, will assist in deciding the case.

(Signed) Pedro De Marigny

Pedro De Marigny and Nicolas Maria Vidal reject the challenge filed by Lemaire, and uphold the original judgment pronounced in concurrence with counsellor Manuel Serrano, because Lemaire's opposition was filed 4 days after judgment had been pronounced and published. Plaintiff to pay costs which amounted to 99.5 pesos.

(Signed) Nicolas Ma. Vidal
" Pedro De Marigny

Adelaide Laveau petitions for the release of her seized property.

(Signed) Antonio Mendez

Petition is granted.

(Signed) Carlos Kimenez.

Adelaide Laveau alleges that Antonio Magnon only remitted to the Clerk of Court 150 pesos that he was holding in reserve by order of the Court. She therefore petitions that if said Magnon failed to pay the balance that a writ of seizure be issued against his property or that he be arrested.

(Signed) Antonio Mendez.

DOCUMENT #2418

Petition is granted.

(Signed) Vidal
 " De Marigny
 " Carlos Ximenez.

Adelaida Laveau alleges that the Clerk of Court asks that she pay the full costs of Court she and her husband owed the Government for their former trial, but as she does not consider herself responsible for her husband's share of the costs, she petitions that the Court accept half of her trial expenses and asks for the release of the slave that the Government has seized as security until payment of their fine.

(Signed) Josef Capetillo.

By order of the Court, Clerk Ximenez gives a report stating that Magnon had delivered 369 pesos instead of 400, because Lejendre owed him 31 pesos. From this sum there is to be deducted Adelaida Laveau's fine of 100 pesos plus 144 pesos amount of the trial expenses which the Government imposed "in solidum" to her and her husband, in connection with the tobacco robbery affair. Unless she incurs in more Court expenses by filing further petitions the liquid amount due her is 124 pesos 7 1-2 reales. As Adelaide Laveau incurred in more expenses she received 119 pesos, said amount certified in the presence of witness.

New Orleans. December 1, 1791.

(Signed) Estevan Quinones
 " Carlos Ximenez.