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DOCUMENT NO. 2451  
BOX 58

File #38 )  
April 7, 1790 ) PROCEEDINGS INSTITUTED BY  
Judge: Estevan ) THOMAS IRWIN AGAINST HIS  
Miro ) DEBTORS AT POST OF NATCHEZ.  
C. C: Rafael )  
Perdomo )  
Pages 1 to 2 )  
Spanish )  
\_\_\_\_\_ )

Thomas Irwin, resident of the Post of Natchez, at present in New Orleans, petitioned the Court, alleging that he was informed that Don Olivero Pollock, resident of New Orleans, has filed suit against him in order to collect a past due debt, and as his delay in paying this sum is due to tardiness of his debtors who reside in same Post of Natchez, therefore he begged the Court to issue instructions to the Commander of said Post, in order to collect from his debtors, so that he be able to pay said Pollock.

The Court granted the above petition and ordered the said Commander to ask the said debtors to appear before him and declare whether they owed the sums claimed by the petitioner, and if so to demand payment of same.

The case ends here and the outcome is not known.

The cost of the proceedings amounted to 5 pesos 6 reales.

(Signed)

Miro  
Postigo

Perdomo  
Thomas Irwin

DOCUMENT NO. 2452  
BOX 58

File # 159 )  
April 7, 1790 )  
Judge: Andres )  
Almonester )  
C.C: Rafael )  
Perdomo )  
P. 1 to 10 )  
Spanish )

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CASE OF  
PABLO SEGON AND SON  
VS  
ESTEVAN WATTS.

Plaintiff, a resident of the City, through his attorney Don Antonio Mendez, petitioned the Court alleging that as evidenced by the promissory note duly presented, Don Estevan Watts, a resident of the coast of Iberville, at present in the City, was indebted to him in the sum of 150 pesos, and although he had requested said defendant on various occasions, to settle the above debt, he had been unable to secure same. Wherefore he begged the Court to obtain from the defendant the customary oath and declaration stating whether or not he was indebted in the sum claimed by the plaintiff, also that said declaration be released to the plaintiff for further proceedings.

The Court granted the above petition.

The Clerk of Court declared that he had called on the defendant and after having questioned him about the signature affixed on the promissory note and its contents, he acknowledged his signature and his indebtedness to the plaintiff.

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

DOCUMENT NO. 2452  
(Cont'd.)

and the costs of Court.

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

Plaintiff informed the Court that since the 12 of April of last year the defendant had not paid the above sum, wherefore he begged the Court that another writ of attachment against his properties be made.

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

(Signed)

Almonester  
Rafael Perdomo  
Pablo Segon and Son  
Estivan Watts  
Juan Doroteo del Postigo  
Antonio Mendez  
Nicolas Fromentin  
Pedro De Marigny  
Vidal  
Carlos Ximenes.

24(a)/r

File #212 )  
April 9, 1790 )  
Judge: E. Miro )  
C.C: Rafael Perdomo )  
Spanish )  
Pages 1 to 4 )

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PROCEEDINGS INSTITUTED BY  
DON JORGE PROFFIT  
VS.  
DANIEL MIGATZ  
AND  
RICARDO SCARDY.

Don Jorge Proffit, merchant and resident of New Orleans, through his Attorney Don Antonio Mendez, petitions the Court alleging that, as evidenced by the promissory note, he duly presents, Daniel Migatz and Ricardo Scardy, both residents of the Post of Natchez, are indebted to him for the past due sum of one thousand two hundred seventy-five pesos, and although on various occasions he has requested payment, he failed to collect said debt. Therefore, he begs the Court to issue a warrant of arrest to the Commander of said Post, to be served on both parties, including therewith a copy of the translation of said promissory note, instructing him to order defendants to verify their signatures, and debt, and in default thereof, to enforce the law and seize sufficient properties to cover the equivalent of said debt. The Court requests that proceedings be sent to them in New Orleans in order to cover their debts and costs of Court in order to obriate the risk of transportation.

Petitioner further begs the Court to have the said promissory note registered in the archives of the Court.

(Signed) Antonio Mendez.  
" Geo. Proffit.

DOCUMENT #2455  
BOX 58

The Court orders Don Juan Josef Duforest to translate the promissory note into Spanish.

(Signed) Miro  
" Postigo.

The promissory note shows that Daniel Migatz and Ricardo Scardy promised to pay the note for 1275 pesos on 25th of May, 1789.

(Signed) Juan Josef Duforest.

The Court, after having examined the records of the proceedings, issues the writ of attachment and includes therewith copies of the records of the proceedings, promissory note, etc., which are forwarded to Commander of said Post, in order to summon the defendants to appear and verify their signatures, and sum claimed by the plaintiff.

(Signed) Miro  
" Postigo.

The cost of Court amounted to 9 pesos  $1\frac{1}{2}$  reales.

23(a)/0.

Box 58

File #41	)	PROCEEDINGS INSTITUTED BY
April 12, 1790	)	TURNER WILLIAMS
Judge: Miro	)	TO OBTAIN A PERMIT TO ENTER DIFFERENT
C.C: R. Perdomo	)	PLACES IN THE INTERIOR OF LOUISIANA,
Spanish	)	TO SEARCH FOR SEVERAL NEGROES, WHO
Pages 1 to 20	)	WERE STOLEN FROM SOUTH CAROLINA,
<hr/>		BELONGING TO VARIOUS PERSONS.

Turner Williams, at present in New Orleans and duly authorized by the authorities of South Carolina through the Procurator, Don Antonio Mendez, petitioned the Court, alleging that as evidenced by the document he presents, various negroes belonging to Samuel Scott of the state of Georgia, and others belonging to Edouardo Keating of South Carolina have been stolen. These were imported into this Province by Juan Brunett, Gibson Clark, Juan Sidly and other importers whose names he did not know, and having been informed that said negroes were at large in the interior of this Province, in the hands of their possessors, he begged the Court to grant him sufficient authority to visit the interior of this Province where said negroes may be found and to give order to the Commanders of all Posts to aid him in his search and help recapture said negroes, in the event their owner should refuse to release them.

(Signed) Antonio Mendez  
" Turner Williams

The Court ordered that the note be translated by Don Juan Josef Duforest.

(Signed) Miro  
" Postigo.

The translation shows that in the state of South Carolina, on April 12, 1790, Samuel Scott, Edouardo Keating and Jean Perkins and other individuals declared that said Negroes were stolen and lead to some Spanish Post or settlement in Western territories, which is against the law and dignity of the state of South Carolina.

(Signed) Juan Josef Duforest

The Court grants petitioner's request and authorizes him to visit various Posts of this Province to search for the negroes.

(Signed) Miro  
" Postigo

Turner Williams again petitions the Court and declares that as he is obliged to appear before all Commanders of the different Posts of this Province, that the Court order the Clerk of Court to issue copies of the complete records of these proceedings detaching from the original documents he had presented and to release same to him as well as the costs of Court to be appraised and paid by the petitioner, which amounts to 11 pesos 7 reales.

(Signed) William Turner

The Court accepted the petitioner's plea.

(Signed) Miro  
" Postigo.

File #1836	)	PROCEEDINGS INSTITUTED BY
April 12, 1790	)	PHYSICIANS DON ESTEVAN FOUIGNET
Judge:	)	DE PELLEGRUE AND DON LUIS GIOVEL-
Josef de Ortega	)	LINO AND BY DON JUAN BAUTISTA
C.C.: Pedro	)	CARRABY
Pedesclaux	)	
Pages 1 to 9	)	Vs.
Spanish & French	)	THE SUCCESSION OF DON LUIS LAFITTE.
	)	
	)	

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Plaintiffs petitioned the Court alleging that as evidenced by the three promissory notes duly presented, the succession of Don Juan Lafitte owed them various sums, as follows:

34 pesos to physician Don Estevan Fouignet de Pellegrue for medicines, 14 pesos 4 reales to Physician Luis Leovellina, and 31 pesos 6 reales, to Don Juan Bautista Corrabby, for mourning apparel furnished to the son of Lafitte.

Wherefore they begged the Court, that as the succession's property had been sold, to order the Testamentary Executor, Don Geronimo Lachapelle, to pay said claims.

(Signed) Estevan Fouignet de Pellegrue  
 " Antonio Mendez  
 " Luis Leovellina  
 " Corrabby and Sons.

The Court granted the above petition.

(Signed) Josef de Ortega.

Don Geronimo Lachapelle, Testamentary Executor, for the Succession of Lafitte informed the Court that he will pay the said claim.

The case ends here, and the costs amounted to 6 pesos and 4 reales.

DOCUMENT NO. 2458  
BOX 58

File #1763 )  
April 15, 1790 )  
Judge: Gov. E. Miro ) FRANCISCO CROIZET, JR.  
C.C: P. Pedesclaux ) OF CABAHANOSE  
Pages 6 to 9 ) VS.  
Spanish ) LORENZO FAHRE.  
\_\_\_\_\_ ) TO COLLECT A DEBT.

First five pages are missing.

Translation of an invoice from French into Spanish, for 180 pesos, covering the work performed by the plaintiff and his slaves in the indigo plantation of the defendant, with the deposition of 3 witnesses, Pedro Richart, Juan Richard, Jr. and Juan Richard, Sr., in regard to the price agreements made between the litigants.

(Signed) Estevan De Quinones.

The Court decrees that Luis Judice, Commander of the Post of La Fourche either appoint two arbitrators or hear the litigants himself if the litigants refuse arbitration.

(Signed) Miro  
" Lic. Postigo.

The record is incomplete and in bad condition.

26/r

## DOCUMENT NO. 2460

Don David Hodge, Joe Proffet and Don David Ross, Testamentary Executors for the succession and Don Estevan de Quinones, Attorney for the absent Widow, jointly agreed to the payment of said claim.

(Signed) Antonio Mendez  
 " David Ross  
 " David Hodge  
 " Estevan de Quinones

The Court also orders that all the other Creditors be notified.

(Signed) Miro  
 " Postigo

The Cost of Court amounting to 7 pesos, 5 reales.

File #1825 )  
April 15, 1790 )  
Judge: Estevan )  
Miro )  
C.C: Pedro )  
Pedesclaux )  
Pages 1 to 8 )  
Spanish )

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CASE OF  
BENJAMIN FARAR  
VS.  
THE SUCCESSION OF  
DON HENRIQUE ALEXANDER

Plaintiff, a resident of False River, Pointe Coupee Dist., at present in the City, petitioned the Court alleging that as evidenced by the bill duly presented, the succession of Don Henrique Alexander was indebted to him in the sum of 126 pesos  $2\frac{1}{2}$  reales for lumber sold to him in order to build a house in Baton Rouge. Wherefore he begged the Court, that the Testamentary Executors of the aforementioned succession appear before the Court and satisfy his claim.

(Signed) Benjamin Farar

The Court granted the above petition, and ordered that the said bill be translated.

(Signed) Miro  
" Postigo

Don Juan Josef Dufore, in compliance with the Court decree, made the translation of said bill.

DOCUMENT NO.2461  
BOX 58

File #2014 )  
 April 15,1790 )  
 Judge: Governor)  
 Estevan Miro ) MESSRS.PEDRO WALKER & JUAN HENDERSON  
 C.C:Pedro ) RESIDENTS AND TOBACCO PLANTERS OF NATCHEZ  
 Pedesclaux ) PETITIONED GOVERNOR MIRO, TO OBTAIN A  
 Pages 1 to 24 ) TERM OF ONE YEAR DEBT MORATORIUM.  
 Spanish only )  
 \_\_\_\_\_ )

Petitioners, duly presented a certified account, showing that they were indebted the total sum of 5,315 pesos and  $2\frac{1}{2}$  reales to various business men of New Orleans and that various inhabitants of the Natchez district were indebted to them in the sum of 11,338 pesos, and 4 reales, which sum said creditors could not pay at this time because their tobacco crops, had for the past two years been of inferior quality due to weather condition, and had been rejected by the Royal Warehouses.

Wherefore: they prayed the Court to order their creditors to grant them the term of one year in which to pay said indebtedness.

(Signed) Walker & Henderson

The Court ordered the listed creditors to verify the certified account and acknowledge their signatures.

(Signed) Miro

(Signed) Postigo

In the City of New Orleans, on April 22, 1790. Before the present Court Clerk appeared the following creditors, Messrs. Reaud & Fortier, Evan & James Jones, Jacob Cowperthwait, Antoine Cavalier,

File # 53 )  
April 16, 1790 ) INCIDENTAL PROCEEDINGS INSTITUTED BY  
Judge: Miro ) DANIEL CLARK, IN CONSEQUENCE OF  
C.C: ) CESSION OF PROPERTIES MADE BY DON  
R. Perdomo ) DUCOURNEAU, IN FAVOR OF HIS CREDITORS.  
Spanish )  
Pages 1 to 6 )

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Don Daniel Clark, a resident and merchant of New Orleans, through the Procurator Don Antonio Mendez, informs the Court that he has received copy of the proceedings regarding the cession of properties made by Don Simon Ducourneau, to his creditors, and Don Daniel Clark being one of the creditors, and holding a mortgage, in part of his properties he begs the Court to order an inventory of all the properties, so they can be sold at a public auction without including there the properties that are covered by his mortgage and in case his mortgage should not cover all his credit, he may institute proceedings against the balance of the properties in order to complete the payment of the debt.

Petitioner further begs the Court to order the Clerk of Court to legalize the said mortgage in his favor as the original of same is recorded in the archives of the Clerk of Court.

(Signed) Antonio Mendez  
" Daniel Clark

The Court accepted the petitioner's plea.

(Signed) Miro  
" Postigo

DOCUMENT NO. 2462  
BOX 58  
(Cont'd.)

EXHIBIT: DEED OF SALE WITH MORTGAGE.

Don Daniel Clark, resident of New Orleans, sold to Don Simon Duccourneau of New Orleans, three bush negroes, unnamed, brought here from Jamaica in his schooner named "New Orleans."

After the Court examined the proceedings of the testimony presented it was forwarded to the creditors for their examination.

(Signed) Miro  
" Postigo

The case ends here; the cost of Court amounted to 4 pesos 7 Reales.

23(a)/r

File #61	)	
April 17, 1790	)	
Judge: Governor Miro)		DON ANDRES MOLINA
No Court Clerk	)	REQUESTING A COPY OF DEED OF SALE
Page 1	)	FOR THE PURCHASE OF
Spanish	)	A NEGRESS SLAVE
	)	

Petitioner, medical interne of the Royal Hospital of New Orleans, petitioned Governor Miro, alleging that he had previously solicited a copy of deed of sale from Don Rafael Perdomo, Court Clerk, who declined to furnish same, because said Clerk had already furnished a copy of said deed of sale to the party who had sold the petitioner the slave.

Therefore petitioner prayed the Court to grant him a copy of above sale.

(Signed) Andres Molina

The Court ordered as requested.

(Signed) Miro  
" Postigo

DOCUMENT # 2464  
 BOX 58  
 (Cont'd.)

scattered papers, four shirts, a bolt of fabric, 8 handkerchiefs, a pair of trousers, and a spying glass. The corpse and goods were sent to the city in a cart and the negro was buried. Deponent was informed that said negro belonged to one called Deforge.

(Signed) Enrique Mentzinger  
 Miro  
 Postigo  
 P. Pedesclaux

Federico Autman, Sergeant of the permanent regiment of New Orleans, deposed that an Englishman whose name he ignored, came to the Treasury to claim a trunk which had been stolen from him. He showed a key as evidence, which fitted in the lock of said trunk. The witness added, that an Indian directed the soldiers to a spot in the woods where a negro was hidden, arrested and searched. They found on said negro a silver watch, and several other small objects of no value.

(Signed) Federico Autman  
 Miro  
 Postigo  
 Pedro Pedesclaux,  
 Clerk of Court.

Manuel Perez, 24 years, corporal; Juan Tarpe 23 years, private; John Mchery, 26 years, tailor; Alonso Ortiz, 36 years; Juan Rodriguez, 23 years, private, substantiated the above depositions.

DOCUMENT NO. 2464  
BOX 58  
(Continued)

Signed Manuel Perez  
John Machery  
Miro  
Postigo  
F. Pedesclaux,  
Clerk of Court.

Pedro Deforge declared that he was the owner of a runaway negro, but not of the slain one. He ignores whom it belongs to, or who killed him.

(Signed) Pierre Deforge  
Miro  
Postigo  
P. Pedesclaux  
Clerk of Court.

Guillermo Smith, 35 years, declares that a trunk had been stolen from him containing dry goods, wearing apparel, a silver watch and other small personal articles. He identifies everything except the silver watch because he had purchased one 2 days ago and is not sure the one stolen was of his ownership. He suggests it might belong to one W. Erving.

(Signed) William Benj. Smith  
Miro  
Postigo  
P. Pedesclaux  
Clerk of Court.

William Erving, 44 years, states that the silver watch does not belong to him.

(Signed) Wm. Erving  
Miro  
Postigo  
P. Pedesclaux  
Clerk of Court

DOCUMENT NO. 2464  
BOX 5B  
(Continued)

On April 31st, 1790, the suspected negro declares that he has been a runaway slave for the past 3 months, that his name is Jacques, a carpenter by trade, native of Carolina, belonging to Mrs. Filipeaux of St. James Parish on the Coast of Acadians.

Coming to New Orleans in the rear of Beltran Gravier plantation, he saw four negroes armed with guns, one was called Domingue, belonging to Mr. Enault Liveaudais, and the other called Jorge, property of Juan Bta. McCarty. The others were unknown to him.

The Deponent explained that he had spent the night with a friend called Nero who lived in the house of Mr. Mosento and at day break he went into the woods to gather some moss. He saw the four negroes again who were drinking liquor and were quarreling about the loot, Dominique killed the unidentified negro, striking him with a gun. The deponent tried to intervene but was overpowered by the other negroes. Dominique then left, forgetting some of the loot that was picked up by deponent, who questioned said negroes as to the location of the robbery but the negroes refused to answer.

Finally the deponent declares that the 2 slaves belonging to Mr. Mosento named Providencia and Jorge had seen the four negroes in question.

(Signed) Miro  
Postigo  
Juan Josef Duforest  
Pedro Pedesclaux  
Clerk of Court.

DOCUMENT NO. 2464  
 BOX 58  
 (Continued)

Nero, 50 years old, slave of Mr. Mosanto, declared that the suspect Jacques property of Mrs. Filipesaux did not sleep in his master's house on the night the theft was committed. He knew the negro Jacques by sight but was not acquainted with him.

(Signed) Miro  
 Postigo  
 Juan Josef Duforest  
 Pedro Pedesclaux  
 Clerk of Court.

Prudencia, negress, 31 years old, slave of Mr. Mosanto, declared that she does not sleep in her master's house but at the house of the widow Gary. She is not sure that she knows the suspect and her master has no slave called Jorge. (Later Mr. Mosanto himself corroborates this statement).

(Signed) Miro  
 Postigo  
 Juan Joseph  
 Duforest  
 Pedro Pedesclaux  
 Clerk of Court.

The suspect is cross-examined and admits that he has somewhat deviated from the truth but on the main sustains his former declaration.

(Signed) Miro  
 Postigo  
 Juan Joseph Duforest  
 Pedro Pedesclaux  
 Clerk of Court.

DOCUMENT NO. 2464  
BOX 58  
(Continued)

Antonio Mendez, who has been appointed District Attorney to prosecute this case, asks that the negro defendant be sentenced to receive 200 lashes around the usual streets of New Orleans, and that he be returned to his mistress, on condition that she keeps him in chains and irons for a period of 8 years. The proprietress to pay for the damages.

(Signed) Antonio Mendez.

The Court orders that notice of the above petition be served to Mrs. Filipeaux proprietress of the defendant but as she could not be located in New Orleans the Court appointed Santiago Felipe Guinault attorney for the defense, who accepts.

(Signed) Miro  
Lic. Postigo  
Felipe Guinault  
P. Pedesclaux  
Clerk of Court.

Guinault alleges that inasmuch as said negro was not an accomplice in either crime but tried to prevent the murder, and appropriated only a few objects of the loot, that he had ne weapons, he should be released and the true delinquents be found and punished.

(Signed) Felipe Guinault.

On May 22, the Court recalls for cross-examination Enrique Metzinger, Federico Auteman,

DOCUMENT NO. 2464  
 BOX 58  
 (Continued)

Manuel Perez, Juan Tarpe, John Mackery, Alonso Ortiz, Juan Rodriguez, Pierre Deforge, Wm. Erwing, Negro Nero, Manuel Mosanto, Wm. Smith. Each one confirms his first deposition.

(Signed) Enrique Mentzinger  
 Fedrico Auteman  
 Manuel Perez  
 John Mackey  
 Pierre Deforge  
 Wm. Erwing  
 Wm. Smith  
 Miro  
 Postigo  
 P. Pedesclaux,  
 Clerk of Court.

Governor Miro on circumstantial evidence condemns the negro suspect to receive one hundred lashes, and 6 years in prison.

(Signed) Estevan Miro  
 Lic. Juan del Postigo  
 Pedro Pedesclaux,  
 Clerk of Court.

Governor Miro, extrajudicially suspended the above sentence pending the arrest of the other runaway negroes named by Jacques, whose whereabouts were more or less known by their masters, who were on their trail.

New Orleans, Oct. 19, 1790.

(Signed) P. Pedesclaux  
 Clerk of Court.

Document ends here, and the outcome of the case is not known.

DOCUMENT NO.2464  
BOX 58

File #1768 )  
April 17, 1790 )  
Judge: Gov. Miro ) OFFICIAL CRIMINAL PROCEEDINGS  
C.C: P. Pedesclaux ) INSTITUTED FOR A THEFT, AND THE  
Spanish ) MURDER OF A NEGRO.  
Pages 1 to 47 )  
\_\_\_\_\_ )

Report of Governor Miro, of the finding of the body of a murdered unidentified negro, ordering that an inquest be made about said murder.

April 17, 1790.

(Signed) Estevan Miro  
Lic. Postigo  
Pedro Pedesclaux,  
Clerk of Court.

Surgeon Robert Dow certifies that the body of the murdered negro shows cuts about the cheeks and temples, seemingly produced by a sharp instrument. He points out to a wound in the temple which is deep in the brain causing the death of said negro.

(Signed) Robert Dow  
" Miro  
Postigo  
Pedro Pedesclaux

Enrique Mentzinger, Adjutant, appeared and deposed that on the previous day the soldier had found in the outskirts of the city the corpse of a negro; and in a moat around the city walls they also found a trunk containing two bottles and a broken hammer near the trunk were two guns, several

DOCUMENT # 2464  
BOX 58  
(Cont'd.)

scattered papers, four shirts, a bolt of fabric, 8 handkerchiefs, a pair of trousers, and a spying glass. The corpse and goods were sent to the city in a cart and the negro was buried. Deponent was informed that said negro belonged to one called Deforge.

(Signed) Enrique Mentzinger  
Miro  
Postigo  
P.Pedesclaux

Federico Auteman, Sergeant of the permanent regiment of New Orleans, deposed that an Englishman whose name he ignored, came to the Treasury to claim a trunk which had been stolen from him. He showed a key as evidence, which fitted in the lock of said trunk. The witness added, that an Indian directed the soldiers to a spot in the woods where a negro was hidden, arrested and searched. They found on said negro a silver watch, and several other small objects of no value.

(Signed) Federico Autman  
Miro  
Postigo  
Pedro Pedesclaux,  
Clerk of Court.

Manuel Perez, 24 years, corporal; Juan Tarpe 23 years, private; John Machery, 26 years, tailor; Alonso Ortiz, 36 years; Juan Rodriguez, 23 years, private, substantiated the above depositions.

DOCUMENT NO. 2464  
BOX 58  
(Continued)

Signed Manuel Perez  
John Machery  
Miro  
Postigo  
P. Pedesclaux,  
Clerk of Court.

Pedro Deforge declared that he was the owner of a runaway negro, but not of the slain one. He ignores whom it belongs to, or who killed him.

(Signed) Pierre Deforge  
Miro  
Postigo  
P. Pedesclaux  
Clerk of Court.

Guillermo Smith, 35 years, declares that a trunk had been stolen from him containing dry goods, wearing apparel, a silver watch and other small personal articles. He identifies everything except the silver watch because he had purchased one 2 days ago and is not sure the one stolen was of his ownership. He suggests it might belong to one W. Erwing.

(Signed) William Benj. Smith  
Miro  
Postigo  
P. Pedesclaux  
Clerk of Court.

William Erwing, 44 years, states that the silver watch does not belong to him.

(Signed) Wm. Erwing  
Miro  
Postigo  
P. Pedesclaux  
Clerk of Court

DOCUMENT NO. 2464  
BOX 58  
(Continued)

On April 21st, 1790, the suspected negro declares that he has been a runaway slave for the past 3 months, that his name is Jacques, a carpenter by trade, native of Carolina, belonging to Mrs. Filipeaux of St. James Parish on the Coast of Acadians.

Coming to New Orleans in the rear of Beltran Gravier plantation, he saw four negroes armed with guns, one was called Domingue, belonging to Mr. Enoult Livaudais, and the other called Jorge, property of Juan Bta. McCarty. The others were unknown to him.

The Deponent explained that he had spent the night with a friend called Nero who lived in the house of Mr. Mosanto and at day break he went into the woods to gather some moss. He saw the four negroes again who were drinking liquor and were quarreling about the loot, Dominique killed the unidentified negro, striking him with a gun. The deponent tried to intervene but was overpowered by the other negroes. Dominique then left, forgetting some of the loot that was picked up by deponent, who questioned said negroes as to the location of the robbery but the negroes refused to answer.

Finally the deponent declares that the 2 slaves belonging to Mr. Mosanto named Providencia and Jorge had seen the four negroes in question.

(Signed) Miro  
Postigo  
Juan Josef Duforest  
Pedro Pedesclaux  
Clerk of Court.

DOCUMENT NO. 2464  
BOX 58  
(Continued)

Nero, 50 years old, slave of Mr. Mosanto, declared that the suspect Jacques property of Mrs. Filipeaux did not sleep in his master's house on the night the theft was committed. He knew the negro Jacques by sight but was not acquainted with him.

(Signed) Miro  
Postigo  
Juan Josef Duforest  
Pedro Pedesclaux  
Clerk of Court.

Prudencia, negress, 31 years old, slave of Mr. Mosanto, declared that she does not sleep in her master's house but at the house of the widow Gary. She is not sure that she knows the suspect and her master has no slave called Jorge. (Later Mr. Mosanto himself corroborates this statement).

(Signed) Miro  
Postigo  
Juan Joseph  
Duforest  
Pedro Pedesclaux  
Clerk of Court.

The suspect is cross-examined and admits that he has somewhat deviated from the truth but on the main sustains his former declaration.

(Signed) Miro  
Postigo  
Juan Joseph Duforest  
Pedro Pedesclaux  
Clerk of Court.

DOCUMENT NO. 2464  
BOX 58  
(Continued)

Antonio Mendez, who has been appointed District Attorney to prosecute this case, asks that the negro defendant be sentenced to receive 200 lashes around the usual streets of New Orleans, and that he be returned to his mistress, on condition that she keeps him in chains and irons for a period of 8 years. The proprietress to pay for the damages.

(Signed) Antonio Mendez.

The Court orders that notice of the above petition be served to Mrs. Filipeaux proprietress of the defendant but as she could not be located in New Orleans the Court appointed Santiago Felipe Guinault attorney for the defense, who accepts.

(Signed) Miro  
Lic. Postigo  
Felipe Guinault  
P. Pedesclaux  
Clerk of Court.

Guinault alleges that inasmuch as said negro was not an accomplice in either crime but tried to prevent the murder, and appropriated only a few objects of the loot, that he had no weapons, he should be released and the true delinquents be found and punished.

(Signed) Felipe Guinault.

On May 22, the Court recalls for cross-examination Enrique Metzinger, Federico Auteman,

DOCUMENT NO. 2464  
 BOX 58  
 (Continued)

Manuel Perez, Juan Tarpe, John Mackery, Alonso Ortiz, Juan Rodriguez, Pierre Deforge, Wm. Erwing, Negro Nero, Manuel Mosanto, Wm. Smith. Each one confirms his first deposition.

(Signed) Enrique Mentzinger  
 Fedrico Auteman  
 Manuel Perez  
 John Mackey  
 Pierre Deforge  
 Wm. Erwing  
 Wm. Smith  
 Miro  
 Postigo  
 P. Pedesclaux,  
 Clerk of Court.

Governor Miro on circumstantial evidence condemns the negro suspect to receive one hundred lashes, and 6 years in prison.

(Signed) Estevan Miro  
 Lic. Juan del Postigo  
 Pedro Pedesclaux,  
 Clerk of Court.

Governor Miro, extrajudicially suspended the above sentence pending the arrest of the other runaway negroes named by Jacques, whose whereabouts were more or less known by their masters, who were on their trail.

New Orleans, Oct. 19, 1790.

(Signed) P. Pedesclaux  
 Clerk of Court.

Document ends here, and the outcome of the case is not known.

Box 58

April 17, 1790 )  
 File #1775 )  
 Judge: Andres )  
 Almonester )  
 C.C: Pedro )  
 Pedesclaux )  
 Pages 1 to 8 )  
 Spanish )

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CASE OF  
 DON AUGUSTIN CARSELLES  
 VS.  
 DON GABRIEL RUFAT  
 TO COLLECT PAST DUE WAGES.

Plaintiff petitioned, alleging that defendant is indebted to him the sum of 200 pesos in arrears for wages accrued while in the latter's employ, and requested the Court to order defendant to appear and declare under oath if said allegation is true, and to withhold defendant's passport to leave New Orleans until the termination of these proceedings.

The Court granted petitioner's prayers.

The Court Clerk reported that defendant called at his office but refused to make declaration.

(Signed) Pedro Pedesclaux

Plaintiff again petitioned that in view of defendant's disrespect for the law that he be incarcerated until the conclusion of this suit.

The record shows that the Court in view of the evidence submitted by both litigants, which tends to prove that plaintiff was not hired by defendant, but instead was working under a partnership agreement and had failed to render account

DOCUMENT #2465

whereby a warrant had been issued to the Commander of the Pointe Coupee District, to investigate and submit to the Court at New Orleans his findings. Wherefore the Court decreed that this case be continued in said District before said Commander until its conclusion.

Case is incomplete and ends with above decree.

J.D./O.

File #1812 )  
 April 17, 1790 )  
 Judge: Estevan )  
 Miro )  
 C.C: P. Pedesclaux )  
 pp. 1 - 83 )  
 Spanish )

PETITION OF  
 FRANCISCO DURCY  
 TO OBTAIN A COPY OF  
 THE TESTAMENT OF  
 DON CARLOS BRAZEAUX.

Francisco Durcy Sr., of New Orleans, acting as curator of Dona Francisca Durcy, his daughter, who is one of the heirs of Carlos Brazeaux, asks to be given a copy of the will of said Brazeaux.

(Signed) Francisco Durcy  
 " Felipe Guinault

Brazeaux<sup>r</sup> will disclose that Francisca Durcy (alias Fanchonette) is to receive 1000 pesos as follows:

300 pesos two years after Brazeaux<sup>r</sup> death,  
 300 pesos and 400 pesos, each installment 2 years apart.

Francisco Durcy Jr., son of the petitioner, is heir to 600 pesos. Therefore, Durcy, Sr. petitions for a writ of execution against the Succession of Brazeaux to obtain payment of the first 300 pesos due on the first installment, which sum was paid without any further proceedings, the costs of Court amounting to 9 pesos  $4\frac{1}{2}$  reales.

Later, Maria Luisa Alaric, widow of Carlos Brazeaux Jr., dies, and in October 31, 1793,

Francisco Durcy Sr. again petitions the Court to obtain a copy of her last will, also a copy of the contract of marriage passed between her and her husband.

(Signed) Francisco Durcy, Sr.  
" Felipe Guinault

Maria Luisa Alaric, names as universal heir, in her will, Josef Bonneville, her second husband, who lives on a plantation outside of New Orleans, and by request of Francisco Durcy he is notified not to leave, or in case he does, to appoint a representative.

As heir to the succession of Brazeaux-Alaric, Josef Bonneville owes 400 pesos, balance due on the 1000 pesos to Francisca Durcy, 600 pesos to Francisco Durcy, Jr. and 200 pesos to petitioner's wife Francisca Alaric. According to the conditions made in Brazeaux' will, Francisca Durcy is not yet entitled to her third installment, but inasmuch as Brazeaux' wife has died, Durcy asks that the whole amount due to his daughter, plus the 200 pesos due to his wife, making a total of 1,200 pesos, be paid him.

(Signed) Francisco Durcy

The Court decrees that Bonneville must deliver to Durcy 1000 pesos, but withhold action on the 200 pesos until Durcy establishes his wife's rights of inheritance.

(Signed) Lt. Baron de Carondelet.  
" Nicolas Ma. Vidal.

DOC. #2467

Bonneville grants power of Attorney to Josef de Piernas, and asks permission to examine the records of these proceedings, he informs the Court he has no copy of the Contract of marriage between his late wife and her first husband.

(Signed) Josef Piernas

Durcy petitions for a writ of execution against Bonneville. He informs the Court that there is a clause in the marriage contract of Maria Luisa Alaric and Carlos Brazeaux, Jr. that in the event their marriage would be childless, there were 1,600 pesos (Breux' donation) that would be inherited by the closest bride's relatives; in this case, Francisca Alaric, wife of the petitioner, and her two absent brothers are the lawful heirs.

Furthermore, Bonneville's property is mostly comprised of slaves who may die before his claim is settled; that the succession, exclusive of the petitioner's claims owes 3,100 pesos, that, Francisco Durcy, Jr., has a claim in it for six years salary in arrears; that Bonneville owes, personally, over 4,000 pesos; therefore, in order to protect the interests of his children, he petitions that Bonneville's property be seized as it will take five months to secure all the papers from Illinois to justify Durcy's claim, who prays that his claim be given preferential status.

(Signed) Francisco Durcy

Bonneville admits the legitimacy of Durcy's claim, but admits having no money to settle said claim; he therefore asks to be given one month in order to pay the 1,000 pesos for an immediate sale

DOC. #2467

would cause him a great loss; as guaranty Bonneville offers four slaves of his ownership.

(Signed) Josef Piernas

Durcy refuses the above proposition, alleging that the defendant is too much indebted, he therefore petitions that the seizure be carried out at once.

(Signed) Francisco Durcy

The Court then seizes a plantation located between the properties of Mme. Foucher and Lorenzo Sigur, where defendant resides.

(Signed) Francisco Pascalis  
de la Barre,  
" Josef Piernas  
" Pedro Pedesclaux,  
Clerk of Court.

Durcy petitions that the plantation be appraised and sold; he also calls the attention of the Court that Brazeaux had pledged the plantation to guaranty the sum bequeathed, therefore he prays that the Court protect the absent heirs by appointing an attorney for them.

(Signed) Francisco Durcy

Bonneville informs the Court that Luis de Macarty wishes to purchase the plantation, pay Durcy and assume the responsibility of the other legatees.

(Signed) J. Bonneville

DOC. #2467

The Court accepts Bonneville's proposal to sell the plantation to Luis Macarty, provided he is willing to pay Breaux' legatees, and offers said property as security in the fulfillment of his promise.

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

Durcy accepts above proposal, but calls the attention of the Court to the fact that Bonneville is withholding the contract of marriage between Brazeaux and his wife. He claims said document shows that petitioner's wife and in-laws are entitled to receive 1,600 pesos according to Brazeaux' wishes, therefore before passing the sale Macarty must guaranty by mortgage on said property to pay this sum, which claims he will establish by the receipt of documents from Black Islands.

(Signed) Francisco Durcy

The Court granted the petition and ordered that the costs of the proceedings be paid by Josef Bonneville, amounting to 92 pesos 6 reales. New Orleans. February 17, 1794.

On may 14, 1794, Benito de Ste. Claire, Sr. resident of Attakapas, one of the absent legatees of Carlos Brazeaux, Jr., petitions to collect from the Succession of Maria Luisa Alaric, wife of said Brazdeaux, the sum of 500 pesos.

(Signed) Francois Pascalis  
Labarre, fils.

DOC. #2467

Josef Bonneville, heir to the Succession of Maria Luisa Alaric, approves St. Clair's claim and asks that Don Luis Macarty pay as agreed when he purchased the property of said succession.

(Signed) Joseph Bonneville

Don Luis Macarty settled the claim and obtained receipt as follows:

Francisco and Francisca Durcy, 1000 pesos; Benito Ste. Claire, Jr. 500 pesos; Josef, Francisca and Luis Brazeaux, 2000 pesos; Juan Bautista and Basilio Alaric, 450 pesos; Josef Bonneville, heir of his wife, Maria Luisa Alaric, 150 pesos, the above settlements lifted the mortgage on Luis Macarty's property.

The Court costs paid by Josef Bonneville amounted to 23 pesos.

File #1904 )  
April 17, 1790 )  
Judge: Estevan )  
Miro )  
C.C: Pedesclaux )  
pp. 1 to 110 )  
Spanish )

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CESSION OF PROPERTY  
MADE BY  
JOSEPH MALIGE  
TO HIS CREDITORS.

Joseph Malige, a resident of the Post of Natchitoches at present incarcerated in the Public Jail of New Orleans, by virtue of the Executive proceedings instituted against him by Don Louis Delalande Dapremont to collect a past due debt, petitioned the Court stating that he is unable to pay his debts and had requested his creditors to grant him an extension of two years which they refused, wherefore petitioner ceded all his property in favor of his creditors and requested that he be released from incarceration, and stated that his assets amounted to 3,021 pesos and his total indebtedness amounted to 2,631.

(Signed) Antonio Mendez  
Joseph Malige

The record shows that all his creditors were notified to appear in Court to present their claims and that Don Louis Delalande Dapramont, petitioned the Court to release the said Malige and to issue warrant instructing Don Louis Le Blanc, Commander of Natchitoches, to sell all of Malige's property, and remit the proceeds to this City to be placed at the disposal of this Court.

(Signed) Delalande Dapumont

The Court granted petitioner's prayer in its entirety.

(Signed) Miro

Malige again petitioned the Court, requesting a debt moratorium of two years, in order to pay his creditors based on the fact that his assets are greater than his liabilities and that he is the sole support of a wife and six children.

(Signed) Joseph Malige  
Antonio Mendez.

The following undersigned creditors, in view of the above facts, petitioned the Court stating that they were satisfied to grant Malige the two years debt moratorium which he requested.

(Signed) Vivant Duclat and Loulie Co  
Delalande Dapremont  
Vecente Gonzales  
Francisco Galebert  
Pierre Sauve,  
Testamentary executor,  
for Pierre Bidou Hubart.

An itemized account was furnished to the Court by each creditor showing the extent of their claim against Malige. The appraisal of the Court cost to register and incorporate each individual account amounted to 23 pesos, 2 reales to be paid by above mentioned creditors.

The record shows that the cost of these proceedings were appraised at 41 pesos 7 reales to be paid by Malige.

File #1905 )  
April 17, 1790 )  
Judge: Miro )  
C.C: Pedro )  
Pedesclaux )  
Spanish & French )  
pp. 1 - 4 )

DON PEDRO MIOTON  
VS.  
RENNE BROUSSARD  
IN ORDER TO COLLECT A DEBT.

EXHIBIT:

I promise to pay to Mr. Pierre Mioton the sum of 200 pesos balance due for the price of a negro that I have bought from said Sieur. I agreed to pay said amount in the presence of a witness to pay as follows:

Within three months I will pay one hundred dollars and three months later I will pay the balance due of one hundred dollars, making total amount of two hundred paid in full. As I do not know how to sign I make a cross in the presence of these witnesses:

Ch. Lorty  
Mark of T. Renne Broussard  
A. Dubroqua  
Jh. Sauvage

Don Pedro Mioton, resident of New Orleans, petitioned the Court, alleging that as evidenced by the promissory note he duly presents, defendant Don Renne Broussard, a resident of Post of Attacapas owes him the sum of 200 pesos and as he is indebted to the Royal Treasurer for a larger amount, he begs the Court to issue a writ of attachment to Don Juan Lavillebeauve, new Commander of the Post of Attacapas

in order to compel Don Broussard to pay the sum claimed by the plaintiff and send same to this Court, as part of payment to the Royal Treasurer.

(Signed) Pedro Mioton.

The Court takes cognizance of the presentation of the said promissory note and issues the warrant requested by the plaintiff which together with the promissory note are forwarded to said Commander of same Post, instructing him to collect from Don Renne Broussard the sum claimed by the plaintiff, plus the cost of Court, which amounted to 5 pesos and 4 reales.

(Signed) Miro  
" Postigo.

File #1999 )  
 April 17, 1790 )  
 Judge: Gov. Miro )  
 C.C: P. Pedesclaux )  
 p.p. 1 - 4. )  
 Spanish )

CASE OF

DON FRANCISCO FITY

VS.

DON NICOLAS DELISLE.

EXHIBIT:

Promissory note payable to bearer on demand, signed at New Orleans, January 2, 1789, by Nicolas Delisle and the mark of his wife Marie Demarre Delisle, witnessed by Fr. Augustin Lamarre, for the sum of 65 piastres.

Plaintiff, resident of New Orleans through Don Antonio Mendez, his agent, petitioned the Court, alleging that as evidenced by the promissory note duly presented, defendant is indebted to plaintiff for the past due sum of 65 pesos.

Therefore petitioner prayed the Court to order the said Delisle who is now in this City to verify his signature and acknowledge the said debt, and to order the issuance of a warrant attaching copy of this petition and its decree addressed to the Commander of Terre-aux-boeufs, in the District of St. Bernard, requesting Madame Marie DeMarre Delisel, who is a resident of said place, to verify her mark and acknowledge the said debt.

The Court in view of the evidence presented ordered Don Nicolas Delisle to appear and depose as requested by petitioner and ordered the issuance of a warrant addressed to the Commander of the District

DOCUMENT #2470  
BOX 58

of St. Bernard ordering him to summon the said  
Madame Delisle to do likewise.

(Signed) Miro  
" Postigo

At New Orleans, on April 26, 1790, before  
the present Court Clerk, appeared Don Nicolas  
Delisle, 52 years old, who deposed that due to  
his impairment of vision he could not recognize  
the said signature affixed at the foot of said  
note, but acknowledged owing the said sum.

(Signed) N. Delisle

Signed before me.

(Signed) Pedro Pedesclaux

The case ends here and does not show the final  
outcome of these proceedings.

J.D/O.

DOCUMENT NO. 2453  
BOX 58

File #78 )  
April 18, 1790 )  
Judge: Gov. )  
Miro )  
C.C:Perdomo )  
Pages 1 to 78 )  
Spanish and )  
French )  
\_\_\_\_\_ )

CASE OF  
DON FRANCOIS MELIZET  
VS  
DON JACQUES (SANTIAGO) MICHEL  
TO COLLECT PAST DUE DEBT

Plaintiff, a watchmaker and resident of New Orleans petitioned the Court alleging that defendant is indebted to him for the past due sum of 273 pesos, evidenced by a board bill and a note endorsed by defendant, therefore he prayed the Court to order defendant to declare under oath if he is indebted for the said sum.

(Signed) F. Melizet

On April 9, 1790, before the present Court Clerk appeared Don Jacques Michel, 40 years old, resident of New Orleans who deposed that he did not recognize the said board bill, but acknowledged having endorsed a note of Don Pedro La Salle in favor of plaintiff.

The record shows that after a lengthy litigation and presentation of numerous witnesses for each litigant the Court decreed that defendant must pay to plaintiff the sum of 378 pesos and 3 reales as follows:

30 pesos for board and room for one

DOCUMENT #2453  
(Cont'd.)

month and a half, 2 pesos, paid by plaintiff to obtain defendant's release from jail, 6 pesos for a gold locket which defendant confessed having in his possession, 34 pesos for payment of a note endorsed by defendant and paid by plaintiff in favor of Mr. Melizett, 16 pesos for payment of another note in favor of the widow Blanchard, as evidenced in these proceedings, 287 pesos and 3 reales for the payment of a note by plaintiff to Pierre La Salle and which was endorsed by defendant and which plaintiff was ordered to return to defendant in order that the latter may collect above sum and that the cost of court be appraised and be paid on a fifty-fifty basis by both litigants in addition to 72 reales for signature fees.

(Signed) Estevan Miro  
" Attorney Juan del  
Postigo

On Aug. 14, 1790, Don Louis Liotau, official Court Appraiser, by virtue of proceeding decree appraised the court cost and signature fees of proceedings, which amounted to 22 pesos 4 reales.

End of Proceedings.

DeM/r

File #150	) COPY OF THE PROCEEDINGS
April 20, 1790	) INSTITUTED BY
Judges: Estevan Miro	) PABLO SEGOND
Martin Navarro	) VS
G. C.: Rafael Perdomo	) GABRIEL FONVERGNE TO COL-
PP. 1 to 320	) LLECT DAMAGES IN CERTAIN
Spanish	) BUNDLES OF DRY GOODS
	) BROUGHT FROM GUARICO TO
	) NEW ORLEANS IN THE FRIGATE
	) "NAVARRO."

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Gabriel Fonvergne, captain and owner of the frigate "Navarro" alleges that while loading merchandise at Guarico (Sto. Domingo) a certain lot of the cargo was caught in the rain, and that the packages were apparently in good condition before they were placed in the hold, but when the shipment arrived in New Orleans it was found damaged. He claims that the damage resulted from the rain, not by the condition of his ship or faulty storing. Therefore in order to avoid responsibility for said damages he prays the Court to appoint several experts who will inspect the boat and the merchandise in question, and report their findings.

(Signed) Gabriel Fonvergne.

Messrs. Francisco Badillo, Tomas Doudon, and Juan Lacoste were the experts appointed by the Court to proceed as petitioned.

(Signed) Martin Navarro  
Rafael Perdomo  
Clerk of Court

DOCUMENT NO. 2471  
BOX 58  
(Cont'd.)

After inspecting the holds of the frigate "Navarro" the experts reported said holds to be in perfect condition, and the damages to the merchandise were caused by water, before the goods were admitted on board, and not while in transit.

(Signed) Francisco de Sales  
Badillo  
Juan Labatut  
F. Doudon  
Rafael Perdomo  
Clerk of Court.

Julian Vienne and Carlos R. Hamelin, business associates, alleged that according to the bill of lading, Captain Fonvergne had agreed to bring from Sto. Domingo a lot of merchandise consigned to them in good condition, as said merchandise were completely damaged they refused to accept it and prayed the Court to store it in the custom house in order that a body of experts may inspect it and give a report of their investigations.

(Signed) Vienne & Hamelin

The Court appointed Pedro St. Martin and Francisco Durel as petitioned and gave permission to Gabriel Fonvergne, master of the vessel, to appoint other experts if he so desired.

(Signed) Martin Navarro  
Rafael Perdomo  
Clerk of Court.

The experts reported a loss of about 30 reales in 12 bolts of cloth and an average loss of 18.5% in 27 bolts of cloth. They stated that the damage to

BOX 58  
(Cont'd.)

said merchandise was not due to the condition of the ship.

(Signed) St. Martin  
Durel  
Rafael Perdomo  
Clerk of Court.

Gabriel Dussen, merchant of New Orleans, also complains about the condition in which the merchandise was brought to him by Gabriel Fonvergne's ship. He refuses the goods consigned to him, and prays the Court to appoint experts who will examine his shipment at the Custom House.

(Signed) Dusser

The Court again appoints Francisco Durel and Pedro St. Martin to inspect Dusser's shipment. They report a loss of 15% damages in 6 bolts of cloth, adding that the damage was not due to the condition of the ship.

(Signed) St. Martin  
Durel

Pablo Segond, merchant of New Orleans, filed an affidavit declaring damages of a shipment of goods consigned to him, brought from Sto. Domingo on the "Navarro." He refused the merchandise which he left to the responsibility of Gabriel Fonvergne, master of said vessel.

(Signed) Pablo Segond  
Rafael Perdomo  
Clerk of Court

Pablo Segond alleges that Captain Fonvergne

Pablo Segond alleges that Captain Fonvergne declined any responsibility on the damages done to his shipment of dry goods. In order to prevent further losses he petitioned that said merchandise be sold at public auction for the account of the insurance company in France and that petitioner be given the proceeds of the sale, and let said petitioner act as agent of the insurance company to sue the carrier for damages. He further requests the appointment of two appraisers.

(Signed) Pablo Segond

By appointment of the Court Francisco Durel and Pedro St. Martin appraised two bundles of damaged dry goods at 700 pesos.

(Signed) Martin Navarro  
Lic. Serrano  
Rafael Perdomo  
Clerk of Court.

The Court grants the auction sale of Segond's damaged merchandise, the proceeds to be delivered to him.

(Signed) Martin Navarro  
Lic. Serrano  
Rafael Perdomo  
Clerk of Court.

Pedro Jordan purchased both bundles of damaged dry goods for 900 pesos.

Pablo Segond, acting in behalf of the insurance company, petitioned that Gabriel Fonvergne, Master of the "Navarro," be asked to identify his signature appended at the foot of the bill of lading he presented.

DOCUMENT NO. 2471  
BOX 58  
(Cont'd.)

(Signed) Pablo Segond.

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Gabriel Fonvergne deposed that the signature appended at the foot of the bill of lading is his. He brought to the attention of the Court that Segond had obtained the bill of lading as a special favor in order to be able to withdraw the goods from the warehouse because he (Segond) had failed to receive the shipping documents on time, adding that said bill of lading had to be submitted to the carrier because the consignee already secured the shipment, therefore he prayed that the Court return him the bill of lading with Pablo Segond's signature written on the reverse side as receipt for the shipment in question.

(Signed) G. Fonvergne  
Rafael Perdomo  
Clerk of Court.

The Court granted the above petition, and the costs of Court amounted to 44 pesos.

(Signed) Martin Navarro  
Lic. Serrano  
Rafael Perdomo  
Clerk of Court.

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Pablo Segond in his behalf and for account of the insurance company that covered his damaged shipment, filed suit against Fonvergne, ship owner, alleging that the defendant should not have accepted said merchandise on his ship before knowing the condition of the goods inside the bundles which said

DOCUMENT NO. 2471  
BOX 58  
(Cont'd.)

defendant declared had been caught in the rain while being loaded on board. The damage resulted from the heat and prolonged storage inside the hold of the ship during the trip from Sto. Domingo to New Orleans. The incident should have been reported to the shippers before stowing the goods on board. Therefore, he filed a claim against defendant for 3,356 pesos, which included the Court costs, damages, plus cost of value and profit of merchandise. He also petitioned that Fonvergne's ship be seized in order to guaranty payment of his claim.

(Signed) Pablo Segond  
Mathias Alpuente.

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The defendant presented a list of questions which he petitioned the plaintiff to reply as follows:

- 1st. State if in the bill of lading the carrier had stipulated that he "will pay or collect damages."
- 2nd. State if the entire consignment is covered by one or several insurance companies.
- 3rd. State if the damaged bundles are covered by one insurance company and the undamaged ones by the same or different company.
- 4th. State if defendant has a copy of the insurance policy.
- 5th. State what classification of damage his policy covers, "ordinary" or "gross."

(Signed) Gabriel Fonvergne

To the first question, the plaintiff declared

that the defendant obligated himself to deliver the merchandise in good condition, as he had received it, therefore the defendant should pay for damages.

2nd. Declared that he does not know how many insurance companies covered his shipment.

3rd. Declared that he does not know the details covered by the insurance company.

4th. Declares that he has no copy of said policy.

5th. Declares that he is unable to answer that question but that defendant is responsible for the damage done to his consignment.

(Signed) Pablo Segond.

Fonvergne accuses the plaintiff of creating imaginary laws. According to a clause in the bill of lading the carrier ignores the contents of the bundles. Therefore, he is not compelled to investigate whether or not said contents are damaged, and if there are damages, he will not pay for them in the present case, the damage was not caused on board of the ship, but while the merchandise was transported in lighters from the dock to defendant's ship, for and by shipper's account, and it is not customary for captains or ship owners to defray such expenses. He claimed that accidents or failure of the ships or lighters resulting in damage to the cargo should be compensated by the insurance company not by carriers. The defendant also contends that he did not stow immediately the lot of merchandise which was caught in the rain, but that it held it for a whole day outside until the breezes had dried it thoroughly, and merchandise did not show outside signs of damages. Furthermore, captains and ship

BOX 58  
(Cont'd.)

owners are not required by law to regulate the loading and unloading of cargo depending on weather conditions, the shippers and lightermen are the ones concerned about the weather, and in case of rain they should be prepared to protect their shipments and inspect them if they suspect any damage done by water; it may also be possible that the bundles in question had not been damaged by the rain in Sto. Domingo but by salt water when they were brought from France to that island for transshipment to New Orleans.

The defendant stated that plaintiff exaggerated the damage done to merchandise, and that the claims made by plaintiff would not be considered by the insurance company.

In answer to the plaintiff's petition to have defendant's frigate seized as guaranty for merchandise delivered in accordance with the clauses in the bill of lading, the defendant alleges that inasmuch as the plaintiff has received his consignment, he has no claim on the ship since defendant pledges his ship to guaranty the delivery of the merchandise he receives in trust, not as security for damage done. Finally, the defendant asked by what authority the plaintiff represented the insurance company when he was unable to produce even the policy of the shipment which motivated this claim.

(Signed) Gabriel Fonvergne.

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The plaintiff setting aside the above contentions insisted that the captain should have reported to the proper authorities the incident about the rain, within 24 hours of his arrival in port before opening the

DOCUMENT NO. 2471

BOX 58

(Cont'd.)

holds of his ship, by so doing he would have enabled the shippers to file a claim with the insurance company for any damages, while by omitting said formality he prevented the plaintiff from availing himself of such recourse. Finally, the plaintiff alleges that it is the practice in Santo Domingo to let captains and owners pay lighterage charges and be responsible for whatever happens to the merchandise on these barges or lighters, or the lightermen should answer to the captain for failing to duly protect said merchandise, furthermore, the defendant is accused of concealing the damage and stowing away the shipment in a hurry lest the shipper may delay the sailing by demanding a compensation, inasmuch as the insurance company will not pay for damages occasioned by the rain to merchandise transported on lighters, for captains and lightermen alike must have tarpaulins ready at hand to protect the goods from the rain. The plaintiff also petitions that the defendant be prevented from leaving port until he has settled the damages, and also declared that he would not accept any other bond, but the defendant's ship.

(Signed) Pablo Segond.

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The Court granted the above petition.

(Signed) Martin Navarro  
Lic. Serrano  
Rafael Perdomo  
Clerk of Court.

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DOCUMENT NO. 2471  
BOX 58  
(Cont'd.)

Fonvergne denies that captains and owners at Santo Domingo must receive the cargo at the docks and take it in lighters to their ships, at their risk. He did not make any report within 24 hours of his arrival in port, before the proper authorities because there was no reason for such procedure since the ship had not been battered by rough seas which may have caused damages to the cargo, however as soon as he discovered some damages he had taken the proper steps to report them. He accepted the shipment in question because there were no outside signs of deterioration. To the contention that the insurance company will refuse to pay for the damages because rain caused them, the defendant answers that this is an "ordinary" damage which, according to law, must be compensated by agreement between the insurance and the insured, but the insured can not give up part of the insured lot as the plaintiff did, but must abandon the entire lot and not part of it as did the insured. The defendant closed by asking the Court to withdraw the order of seizure of his frigate, and requested that the judgment be given.

(Signed) Gabriel Fonvergne.

The Court orders the litigants to present whatever they deem necessary.

(Signed) Martin Navarro  
Lic. Serrano  
Rafael Perdomo  
Clerk of Court.

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The plaintiff asks that the Chamber of Commerce of Santo Domingo declare by letter if it is customary in the port of Guarico that the captains and owners

DOCUMENT NO. 2471

BOX 58  
(Cont'd.)

of ships transport in lighters at their own risk the cargo from shore to the vessels and that said captains and shipowners are to pay for any damages that may occur to the cargo while it is transported in said lighters. He also petitions that the Court accept the deposition of witnesses he will introduce, who will declare if the phrase "ignore the contents" written in the bill of lading allows captains and shipowners to deliver damaged cargo when they acknowledge to have received the shipment in good condition when shipments have been caught in the rain while in lighters, if captains accept them without notifying the shippers and by this failure deprive the shippers of their claim with the insurance companies, furthermore, if when arriving in port, the captain and two officers should not report within 24 hours to the proper authorities for any irregularity that may be found before opening the holds.

(Signed) Pablo Segond

By consent of the Court, Felix Mather declared that the phrase "it is declared to be - and ignore the contents" written in the bills of lading relieves the captains and owners of vessels of their responsibility in the quality of the contents of bundles and containers, but does not excuse them to pay for damages. In Guarico it is customary for captains to receive the cargo from shore and assume responsibility therefrom and they are held responsible for damages although lightermen must answer to said captains for any damages. In case of damages produced by the rain, the captain must notify the shippers, otherwise he is responsible for said damages because the shippers lose their claim with the insurance companies, finally the witness declared that captains should report any irregularity, rough seas or otherwise to the proper authorities within 24 hours

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BOX 58  
(Cont'd.)

of his arrival, before opening the holds.

Fifteen witnesses for the plaintiff confirmed in part or in whole the declaration given by the first witness.

Gabriel Fonvergne petitions the Court to accept the testimony of several witnesses who will testify as follows:

- 1st. Whether or not captains and masters of vessels take cargo at their risks at the docks or seashore.
- 2nd. If captains or masters at Guarico or any other ports rent lighters to take the cargo from shore to their vessels.
- 3rd. If any damages which may result to the cargo while being transported in said lighters are to be paid by the captains and shipowners.
- 4th. In case captains or shipowners should transfer their own cargo in lighters rented for their own use and wish to accomodate some shipper by taking his cargo together with theirs in one of those rented lighters and that the cargo should suffer any damage if said captains or masters would be under obligation to said shipper.
- 5th. Whenever a case has been in dispute in New Orleans involving damage to cargoes did the arbitrators decide that damages should be paid?
- 6th. State whether it is true that according to law if captains do not "collect" for damages, they cannot be asked to pay for them, even though such damages occur. (In some cases it was customary that captains and shipowners charge an additional percentage based

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BOX 58

(Cont'd.)

on the freight amount which served to compensate shippers for any small damages sustained under certain conditions, in which case it was declared in the bill of lading as "will pay and collect for damages.")

(Signed) G. Fonvergne.

Martin Robin, first witness introduced, declared that at Guarico it was customary not to hold captains and masters responsible for the safety of the cargo brought by lighters until said cargo is on board of their own vessels.

2nd. That captains and masters are never under the obligation to pay the expenses of lighterage service.

3rd. That shippers send their goods on the lighters at their own risk.

4th. Shippers always assume any risks.

5th. Captains do not pay any damages when they do not "collect" for compensation.

Twenty-four merchants or captains, witnesses for the defendant, confirmed more or less the statements of the first witness.

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The defendant petitions the Court that he disregard the reply of the Dominican Chamber of Commerce inasmuch as it is composed of merchants who are partial to their interests, and biased to foreign views, Second demands are based on foreign laws which he is trying to impose on this Spanish colony. Finally he

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BOX 58  
(Cont'd.)

alleges that he is ready to sail and the delay is causing him additional loss.

(Signed) Gabriel Fonvergne.

-----

The Court grants the above petition.

(Signed) Martin Navarro  
Lic. Serrano  
Rafael Perdomo  
Clerk of Court.

-----

The defendant petitions that Joseph de Villavaso, Collector General of Royal Revenue, for Louisiana certify at what period of the unloading the damage to the goods was discovered.

(Signed) Gabriel Fonvergne.

By instructions from the Court Josef de Villavaso certifies that the damages to a lot of merchandise brought on the frigate "Navarro" were discovered during the customs inspection when the bundles were opened.

(Signed) Josef de Villavaso

After the period in which to bring the evidence was closed, the plaintiff answered all the counter charges and allegations of the defendant, basing his argument on two points:

1st. That defendant knew that the shipment had been damaged by water, and had failed to notify the shipper at Santo Domingo or the proper authorities

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BOX 58  
(Cont'd.)

in New Orleans.

2nd. That defendant had no reason to accept wet merchandise and signed that it was in good condition to deliver it damaged.

(Signed) Pablo Segond.

-----

Defendant petitions that plaintiff pay the freight he had failed to pay, plus Court costs, damages for delays and loss. Besides, he repeats the same denials and allegations, sustains his absence of responsibility.

(Signed) Gabriel Fonvergne.

Decision of the Court. The Court decided that Gabriel Fonvergne, defendant, had established his points and exonerated himself from paying the plaintiff for any damages, he was ordered to pay 11 pesos 6 reales of Court costs. The plaintiff was declared non-suited and was ordered to pay the larger cost 248 pesos 5 reales.

(Signed) Estevan Miro  
Lic. Manuel Serrano  
Rafael Perdomo  
Clerk of Court.

The plaintiff appeals the case to the higher court, The Royal & Supreme Council of Indies.

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After the case was tried the plaintiff received a letter from Urbino Josef Bertin of Santo Domingo,

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BOX 58

(Cont'd.)

his agent and the shipper of the goods, which motivated these proceedings, also a letter of the Chamber of Commerce of Guarico, which letter he asked the Court to translate and join to the records in the case to be sent to the higher court. The letters duly certified disclose that the defendant did rent the lighter at Guarico and that, according to the customs of said port, the defendant was responsible for the damages, or had to exact them from the lightermen if said damages were caused by their neglect.

The King accepted the appeal of Pablo Segond's and the case ended here.

NOTE: The records of these proceedings are copy of the originals which were sent by the Court of New Orleans to the Royal Supreme Council of Indies.

26/J-

File #59	)	PROCEEDINGS INSTITUTED BY DON
April 21, 1790	)	HONORATO FORTIER, CAPTAIN OF THE
Judge:	)	FRIGATE "LA VICTOIRE" AS LEGAL
Gov. Miro	)	AGENT FOR FERDINAND PETIT PIERRE,
C.C: R. Perdomo	)	OF NANTES, FRANCE.
pp. 1-14	)	VERSUS
French & Spanish	)	JEAN ELEANOR ARNAUD, JR., MERCHANT
_____	)	AND RESIDENT OF NEW ORLEANS FOR THE
	)	COLLECTION OF A CERTAIN SUM VALUE
	)	OF MERCHANDISE.

Plaintiff, duly presented his power of attorney, and three promissory notes signed by defendant in favor of his principal amounting to 3,177 pesos, 3 reales.

Wherefore, he prayed the Court to order defendant to identify his signatures at the foot of said note and to declare if he is indebted for the said sum.

(Signed) Honorato Fortier.

The Court ordered Don Juan Joseph Duforest, official Court Translator, to translate from French into Spanish the documentary evidence presented, which was duly executed, and the present Court Clerk to accept the deposition of defendant.

(Signed) Miro  
" Postigo.

In the City of New Orleans before the present Court Clerk, defendant deposed that he was 35 years old, identified the signature in question as his own, and acknowledged owing the said debt.

## DOCUMENT #2472

Plaintiff, petitioned requesting the Court, that in view of defendant's deposition to order a writ of execution against his properties and that the movable property be placed in the custody of the General Receiver.

The Court granted petitioner's prayers in their entirety.

The proceedings end here, the final outcome of the case is not shown, and the Court cost not mentioned.

J/D.  
O.

File #2058 )  
April 21, 1790 )  
Judge: Josef )  
De Ortega )  
C. C.: Pedro )  
Pedesclaux )  
Spanish )  
pp. 1 to 11 )  
)

CASE OF  
DON ALEXANDRO BAURE  
VS.  
THE SUCCESSION OF DON JUAN  
LAFIT CADET.

Don Alexandro Bauré, resident of New Orleans, petitions the Court alleging that as evidenced by the promissory note he duly presents the succession of the deceased Juan Lafit Cadet is indebted to him for the sum of 640 pesos, 4 reales, wherefore he begs the Court to order the Testamentary Executor Geronimo La Chiapella to satisfy his claim with the revenue of said succession and that he will acknowledge the correct receipt.

(Signed) Alexandro Baure

The Court orders the Testamentary Executor of the succession of Juan Lafit and Don Franco Lanflois, brother-in-law, of the deceased to acknowledge the signature at the foot of the said note, and verify the account.

(Signed) De Ortega

Geronimo La Chiapella and Franco Langloise, both acknowledged the signature at foot of said promissory note as the one used by Juan Lafit Cadet.

(Signed) Geronimo La Chiapella  
Franco Langloise  
Pedro Pedesclaux

Don Santiago Felipe Guinault, Attorney for the absent heirs of the deceased Juan Lafit, declare to the Court that Don Baure having received two young negroes, to cover the value of 400 pesos, that he will not object to the payment of the balance of his account 204 pesos 4 reales and he recommended the payment of said balance of 204 pesos 4 reales to the succession of the deceased.

(Signed) Felipe Guinault.

Then Don Alexandro Baure petitions the Court and states that the succession is indebted to him for the sum of 204 pesos 4 reales and that same be paid from the proceedings of said succession.

(Signed) Alexandro Baure.

The Court orders Don Geronimo La Chiapella, the Testamentary Executor of the succession, to pay the claim of Alexandro Baure.

(Signed) Josef De Ortega.

On August 11, 1790.

Don Alexandro Baure informs the Court that he has received from Don Geronimo La Chiapella the sum of 204 pesos 4 reales as ordered in the previous decree in the presence of the following witnesses:

Santiago Lemaire  
Thomas Garcia

(Signed) Alexandro Baure.

The cost of Court amounted to 12 pesos 5 reales.

DOCUMENT #2474  
BOX 58

File #27	)	PROCEEDINGS INSTITUTED BY
April 22, 1790	)	DON JUAN VENTURA MORALES,
Judge: Governor Miro	)	EMPOWERED BY THE TESTA-
& Gov. Baron de Carondelet	)	MENTARY EXECUTORS OF HIS
C.C: Rafael Perdomo & Pedro Pedesclaux	)	EXCELLENCY LORD COUNT
Spanish & French	)	BERNARDO DE GALVEZ
pp. 1 - 64	)	VERSUS
	)	DON LOUIS TOUJANT BEAUREGARD
	)	PERMANENT ALDERMAN AND PRO-
	)	VINCIAL JUDGE OF LOUISIANA,
	)	TO COMPEL DEFENDANT TO REN-
	)	DER A LIQUIDATION OF ACCOUNTS
	)	WHICH DEFENDANT HAD WITH HIS
	)	EXCELLENCY.

PETITION:

Plaintiff petitioned the court, requesting that Don Daniel Clark, resident of Natchez, at present in New Orleans, be summoned to appear and declare under oath the amount he had paid defendant by order of Mr. James (Santiago) Wilkinson, the date of said payment, and if paid in paper or silver money.

(Signed) Don Juan Ventura Morales

DECREE:

The Court granted petitioner's request.

(Signed) Gov. Miro

(Signed) Postigo

DOCUMENT #2474  
BOX 58

DEPOSITION:

In New Orleans, on April 23, 1790, before the present Court Clerk appeared Don Daniel Clark 56 years old, who deposed that on the following dates he paid to Don Louis Toutant Beauregard, on July 12, 1788, 1,626 pesos and 6 reales, and on April 9, 1789, 2,666 pesos and 3 reales, said amount paid in silver of Mexican currency, and that receipts tendered by payee are in the possession of Mr. James Wilkinson.

(Signed) Daniel Clark  
Rafael Perdomo  
(Notary)

The record shows that the said two receipts were exhibited, but being written in French, plaintiff requested the Court to order their translation into Spanish, which request the Court granted, and a note of the Court Clerk shows that said receipts were returned to Mr. Daniel Clark, April 26, 1790.

PETITION:

Plaintiff again petitioned, presenting as further evidence of his claim an obligation, and two expense accounts signed by defendant the former contains the following: "I, Don Louis Toutant Beauregard, possess an American bill of exchange in the sum of 42,000 dollars (sic) out of which sum 16,800 dollars, belong to His Excellency, Count de Galvez, as his two fifth share in the trip that my

DOCUMENT #2474  
BOX 58

brother Elias made to the District of Illinois, and which I obligate myself to pay the latter said sum, as soon as I cash same. Drawn at New Orleans, July 6, 1780." (Signed) Louis Toutant Beauregard, and that defendant informed him that he had collected the said bill of exchange from its debtors in New England together with its interest accrued, and that plaintiff on various occasions has requested defendant to deliver to him the part which belongs to his principal deducting the amount incurred for expenses to affect the collection of said bill of exchange, and that to date defendant had only met his request by presenting plaintiff with an expense account in French, unsigned and not dated.

Wherefore, plaintiff prayed the Court to order defendant to verify his signature affixed at the foot of said obligation and to acknowledge as true its contents, and to order the translation of the said expense account from French into Spanish, and that since defendant resides at his plantation, to avoid delay to order him to appear in this Court and if his absence from the Jurisdiction of the Court be necessary to appoint an agent to represent him in these proceedings.

(Signed) Juan Ventura Morales

DECREE:

The Court granted all of petitioner's prayers.

(Signed) Miro  
Postigo

DOCUMENT #2474  
BOX 58

TRANSLATION OF EXHIBITS:

Current account between the succession of Count de Galvez and the succession of Bartholomeo Beauregard from May 30, 1784 to August 10, 1789. Debit for expenses incurred for collection of bills of exchange amounting to 5,040 pesos leaving a balance to be credited to the succession of Count Galvez, by virtue of a fifth interest amounting to 600 pesos 6 reales.

(Signed) Luis Toutant Beauregard

The record shows that defendant appeared, verified his signature and acknowledged that the contents of said accounts with a slight exception were true to the best of his knowledge; that plaintiff contested various entries and the exorbitant amount of commissions and expenses charged in said account as well as the high rate of interest, and introduced as evidence to substantiate his allegations three letters addressed to him and signed by plaintiff, written in French which he requested the Court to order their translation into Spanish and that the Court granted his request and the contents of said letters proved numerous discrepancies in defendant's expense account. The record further shows that after a lengthy litigation plaintiff petitioned stating that inasmuch as defendant has died intestate during the course of these proceedings, that Dona Victoria Ducros, widow of the late Don Louis Toutant Beauregard, be ordered to act as decedent's agent, or whatever person the Court may appoint as agent, with a view to terminate these proceedings and effect the payment of the sum due the succession of Count de Galvez, it also shows

DOCUMENT #2474  
BOX 58

that Governor Miro had been succeeded as Governor and Judge of these proceedings by the newly appointed Governor Baron de Carondelet, as well as Don Rafael Perdomo, present Court Clerk who succeeded Don Carlos Ximenez, Don Nicolas Maria Vidal, Lieutenant General, Auditor of War, Councillor at Law succeeded, Don Juan del Postigo y Balderrama, in the same capacity, the incumbents signed their last official acts on July 23rd, 1790, and their successors signed their official acts on July 30, 1792.

On Sept. 14, 1792 Dona Victoria Ducros, widow of Don Louis Toutant Beauregard, thru her agent Don Rudolph Joseph Ducros, in answer to the petition of Don Juan Ventura Morales, empowered by the testatmentary Executor of the Succession of Count de Galvez, stated that she was not aware of the course of these proceedings and that the said indebtedness, originated thru the affairs of the late Don Jacques (Santiago) Beauregard, her father-in-law, whose succession was administrated by her deceased husband.

Wherefore, she prayed the Court to order plaintiff to refer all actions in these proceedings to the administrator of the succession of the late Jacques (Santiago) Beauregard.

(Signed) R<sup>ph</sup> J<sup>ph</sup> Ducros.

DECREE:

On January 21, 1794. The Court decreed that Don Pedro Pedesclaux, certify what action was taken by all the interested parties in the succession of

DOCUMENT #2474  
BOX 58

the late Don Louis Toutant Beauregard, and when completed to remit said certification to this Court.

(Signed) Baron de Carondelet

(Signed) Nicolas M. Vidal.

NOTE:

This case is incomplete, proceedings end with the above action.

J.D/O.

File #1734

April 22, 1799

Judge: Miro

C. C.: Pedro

Pedesclaux

Spanish

PP. 1 to 9

PROCEEDING INITIATED BY

DON JACINTO BERNARD

VS.

JOSEF VELEZ, IN ORDER TO

COLLECT A DEBT.

Plaintiff, resident of the City of New Orleans, petitions the Court, alleging that, as evidenced by the promiscuous note, he duly presents, the defendant is indebted to him in the past due sum of four hundred pesos in Mexican coinage, and although on various occasions he has tried to collect said sum, the defendant has failed to comply with his obligation, therefore he begs the Court to order the defendant to declare under oath whether or not he is indebted to the plaintiff.

(Signed) Bernard.

The Court granted petitioner's plea.

(Signed) Miro.

The plaintiff informs the Court that the defendant declared that he was living outside of New Orleans at about two leagues down the Mississippi river, he begs the Court to issue a summons to the deputy sheriff or to any capable person to be served to the defendant compelling him to appear in Court, in order to satisfy the plaintiff's claim.

(Signed) Bernard.

The plaintiff informs the Court that the Clerk

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BOX 58

File #1793 )  
April 22, 1790 )  
Judge: Estevan )  
Miro )  
C.C: Pedro )  
Pedesclaux )  
pp. 1 - 87 )  
Spanish & French )

CASE OF  
DON JUAN ALEXANDRO DUROUSSEAU  
VS.  
JUAN GRAVIER.

Plaintiff, a resident of New Orleans, petitioned the Court alleging that in the month of November of 1784, he gave to the defendant a certain bill of exchange issued by Don Francisco Langlois in favor of the plaintiff for the sum of 300 pesos to be cashed, but said defendant has not surrendered said bill of exchange or the money, and although he had on various occasions requested defendant to return the bill of exchange he had been unable to secure same. Wherefore he begged the Court to obtain from the defendant the Customary oath and declaration stating whether or not he was indebted in the sum claimed by the plaintiff.

(Signed) Duroousseau

The Court granted the above petition.

(Signed) Miro  
Postigo

On April 24, 1790, the Clerk of Court declared that he had called on the defendant and after having questioned him about the said bill of exchange, he acknowledged his indebtedness to the plaintiff, but stated that he ignored the amount of the bill of

DOCUMENT NO. 2476

BOX 58

(Continued)

exchange.

(Signed) J. N. Gravier  
Pedro Pedesclaux

Plaintiff, informed the Court, that as the defendant acknowledged having received the bill of exchange but declared not to know the amount of said bill, he therefore begged the Court that said bill or the 300 pesos be returned to him.

(Signed) Durousseau

The Court granted the above petition and ordered that the defendant return the said bill of exchange within two days.

(Signed) Miro  
Postigo

The defendant stated that he had been instructed by the Court to return the bill of exchange but stated that the said bill was in a trunk in the possession of Don Antonio Dubroquat. Wherefore he begged the Court to notify said Dubroquat to surrender the trunk.

(Signed) J. N. Gravier

The Court granted the above petition.

(Signed) Miro  
Postigo

On May 21, 1790, the deputy sheriff, Joseph

DOCUMENT NO. 2476  
BOX 58  
(Continued)

Valle, informed the Court that he could not get in touch with Dubroquat, in this City.

(Signed) Joseph Valles

Plaintiff informed the Court that since the 27 of April he had asked the Court to issue a writ of attachment against the person and properties of the defendant in order to satisfy his claim.

(Signed) Durosseau

The Court granted the above petition in favor of the plaintiff.

(Signed) Estevan Miro  
Postigo

Don Juan Bautista Combel, deputy sheriff, called at the house of the defendant in order to collect the sum in question but as the defendant did not pay same, he seized from him 2,387 bundles of tobacco in order to satisfy plaintiff's claim.

(Signed) J. B. Combel

Plaintiff petitioned the Court that the tobacco seized by the deputy sheriff be sold in order to satisfy his claims.

(Signed) Durosseau

The Court granted the above petition, and ordered that the said tobacco be sold.

(Signed) Miro  
Postigo

The Court ordered Don Mariano Matta, appraiser, to appraise the said tobacco, after which the Court decreed that it be announced for sale for three consecutive days. This was carried out but no bidders appeared.

The defendant petitioned the Court alleging that he had a legitimate objection to oppose the aforesaid sale since he could prove that the bill of exchange in question had been returned.

(Signed) J. N. Gravier

Plaintiff requested the Court to have the defendant prove the statement he had made.

(Signed) Durousseau  
Felipe Guinault

The defendant stated that since the time he filed his objection he had been ill and not able to prove same.

(Signed) Jn. Gravier  
Antonio Mendez

The plaintiff showed the Court a note signed by the defendant which read as follows:

(TRANSLATION OF THE NOTE.)

I declare to have received from Mr. DuRousseau a note of Mr. Loubadon for the sum of 260 pesos for full payment of his account. I also declare to have a note by Langlois to his order of 300 pesos, which note I promise to return to him as belonging to him, on the first trip to the City.

DOCUMENT NO. 2476  
BOX 58  
(Continued)

Attakapas, June 1487.

(Signed) Jn. Gravier.

Wherefore he begged the Court that said tobacco be sold at public auction.

(Signed) Durousseau  
Felipe Guinault.

(TRANSLATION OF THE NOTE.)

Copy of letter written by Jean Gravier to Dubroquat at New Orleans:

Writer requests Dubroquat to remove his effects from the house rented to him, forwarding his two trunks and surrendering his keys. He further requests Dubroquat to refuse his brother the possession of his effects. A true copy is signed: Jn. Gravier.

Copy of examination of Antoine Dubroquat:

On petition of Jean Gravier, Dubroquat appears before Don Nicolas Forstall, Administrator, Civil and Military Commander of Opelousas, to answer interrogatories relative to his disposition of Gravier's effects.

(Signed) Forstall.

Copy of petition:

Jean Gravier petitions for citation of Dubroquat, that he appear and answer interrogatories relative to his disposition of Gravier's effects.

(Signed) Jn. Gravier.

Petition granted:

So ordered:

(Signed) Forstall,  
Administrator,  
Civil and Military  
Commander at  
Opelousas.

Copy of answer:

In answer to Gravier's petition, Dubroquat pleads his obligation to the King to be in New Orleans, stating that he cannot remain at this Post unless Gravier gives a bond for delay in fulfilling said obligation, for damages, interest and costs.

(Signed) A. Dubroquat.

Verification of Copy.

(Signed) Forstall.

Don Juan Gravier and Don Alexandro Durousseau informed the Court that the bill of exchange had been delivered to the Plaintiff by the Defendant. Wherefore they begged the Court to have Don Luis Liotau to appraise the costs of Court, which amounted to 131 pesos 2 reales.

File #1777 )  
April 23, 1790 )  
Judge: Estevan )  
Miro )  
C.C: Pedesclaux )  
pp. 1 - 6 )  
Spanish and French )

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CASE OF  
WILLIAM CARUTHER  
VS.  
JOSEPH AND LOUIS MOLLERE.

Plaintiff, a resident of New Orleans, petitioned the Court alleging that as evidenced by the Public deed duly presented, the defendants were indebted to him in the sum of 475 pesos, balance due on a certain house sold to Joseph, and Luis Mollere, brothers, both residents of Lafourche Parish, and although he had requested said defendants, on various occasions, to settle the above debt, he had been unable to secure same.

Wherefore he begged the Court to issue a writ of attachment against the property of the defendant's, in order to satisfy his claim and the costs of Court.

(Signed) William Caruther

The Court orders that the translation of the Public deed be made.

(Signed) Miro  
Postigo

NOTE: TRANSLATED FROM FRENCH.

On the 25th of May, 1789, appeared in person, in the presence of Michel Cantrelle, Lieutenant of Infantry and Civil and Military Commander of the

## DOCUMENT #2477

Post of Saint James, the Sieur William Cantrella, resident of New Orleans, who has declared in the presence of two witnesses, Maruis Bringier and Louis Barbay, that he has sold to Joseph and Louis Mollere, brothers, both residents of Lafourche Parish, a plantation located on the left bank of the river, the ground measuring 6 arpents frontage, with the usual depth of 40 arpents, the buildings consist of one small house, small store house and a mill, a shed and 2 negro cabins.

Sold for the sum of 950 Mexican pesos, payable at the end of December of this year and the rest of the following year.

Signed by William Caruther Cantrelle, Louis and Joseph Mollere, Maruis Bringier, Louis Barbaye and Michel Cantrelle.

The document is incomplete and the outcome of the case is not known.

File #1760	)	
April 24, 1790	)	CASE OF
Judge: Miro	)	PEDRO ANTONIO BIDOU, FOR THE
C. C: Pedro	)	PURPOSE OF OBTAINING A COPY OF
Pedesclaux	)	HIS DECEASED FATHER'S LAST WILL
PP. 1 to 18	)	AND TESTAMENT.
Spanish	)	
	)	
	)	

Don Pedro Antonio Bidou, plaintiff, at present incarcerated in the public jail of New Orleans, and sentenced to serve two years in the prison at Pensacola for Criminal act, begged the Court to order the Clerk of Court to avail him with a certified copy of the will issued by his deceased father, Don Pedro Bidou Herbert.

(Signed) P. A. Bidou

The Court accepted petitioner's plea.

(Signed) Miro  
Postigo

The record shows that the said will was drawn on August 25, 1785, at his plantation, located a half league from New Orleans, on the right bank of the Mississippi River. The will shows that plaintiff's father was a native of the Isle of Re\*, the plaintiff's grandfather, Pierre Bidou Herbert, and Grandmother, Dame Marianne Coutan, were also natives of same island.

\* Isle of Re, located in the Atlantic Ocean, near La Rochelle, France.

DOCUMENT NO. 2479  
BOX 58  
(Cont'd.)

Witnesses of said will:

Pierre Bidou Herbert  
Basilio Ximenes  
J<sup>h</sup> Fougie  
Pierre Birot  
Franco de Sasso

Plaintiff informs the Court that he has seen the will of his deceased father in which it is mentioned in a clause that he, plaintiff, is entitled to receive one thousand pesos for work done for his father from August 26, 1788, to the following year March the 9th, 1789. Wherefore, he begs the Court to order Don Pedro Sauve, the Testamentary Executor, to pay him only 541 pesos 4-1/2 reales for his work.

(Signed) P. A. Bidou

The Court ordered to notify Don Pedro Sauve.

(Signed) Miro

Don Pedro Sauve, a Testamentary Executor of the properties of the deceased Don Pedro Bidou Herbert, stated that he has received the proceedings instituted by Plaintiff, and declared that the claim made by the plaintiff was legal, because he is aware of the fact that said plaintiff has worked for his father and that he is entitled to have the amount of 1000 pesos bequeathed by his deceased father but, as plaintiff only claims the sum of 541 pesos and 4-1/2 reales, he will be given only amount claimed.

(Signed) Vincent Gonzales.

The Court orders to notify Don Antonio Mendez.

(Signed) Miro

Don Antonio Mendez, attorney for the Widow of Don Pedro Bidou Herbert, declared that he has no objection to the claim made by the plaintiff and recommended the Testamentary Executor to execute the payment to the plaintiff for amount requested.

(Signed) Antonio Mendez

By order of the Court, the proceedings were brought to Don Felipe Guinault.

(Signed) Miro  
Postigo

Don Felipe Guinault, curator ad-litem, of the minor children of the deceased Father, Pedro Bidou Herbert, declared that he has received copy of proceedings instituted by Pedro Antonio Bidou, son of said deceased, claiming amount due for the work done jointly with his father for the period of six months and 12 days and recommended the payment of 541 pesos 4-1/2 reales of Don Pedro Sauve, and to rearrange said clause in the testament of the deceased.

(Signed) Felipe Guinault.

The Court examined the proceedings decree to pay the sum claimed by the defendant, and issued an order to remit to plaintiff the sum of 541 pesos and 4-1/2 reales.

(Signed) Miro  
Postigo

New Orleans, May 11, 1790, the Plaintiff still

DOCUMENT NO. 2479

BOX 58

(Cont'd.)

incarcerated in the public jail informed the Court that the Clerk of Court has delivered him the sum of 541 pesos 4-1/2 reales from Don Pedro Sauve, the witnesses were:

Miguel Gomez  
Vincent Gonzales  
Pedro Antonio Bidou  
Pedro Pedesclaux

The cost of Court amounted to 15 pesos 5 reales.

23(a)/J-

DOCUMENT NO. 2480  
BOX 58

File 1804 ) INCIDENT TO THE  
April 24, 1790 ) CRIMINAL PROCEEDINGS  
Judges: Estevan Miro ) AGAINST THE NEGRO  
and Baron of Carondelet) DOMINIQUE  
C. C: P. Pedesclaux )  
Spanish - French. ) See Doc. No. 2464 -  
April 17, 1790.  
Official Criminal Proceedings  
Instituted for a theft, and  
The murder of a negro.

Through the accusation of Jacques who is a suspect in the murder of Felipe, Dominique is wanted by the authorities for said murder. All three are runaway negro slaves.

Dominique is called by the authorities through notices posted at the doors of the Courthouse but does not surrender, and Antonio Mendez is appointed District Attorney.

Federico Anteman, sergeant; Manuel Perez, corporal; Juan Tarpe, Alonso Ortiz, Juan Rodriguez, privates and John Mackey, civilian, ratify their former depositions in the original proceedings.

The case is held open until Dominique is arrested.

New Orleans, August 13, 1790.

- - -

On October 19, 1790 Dominique is brought and questioned in Court, he declares to be 30 years old, belonging to Mr. Enoul Livaudais, and that he

ran away 9 months ago. He had been living in the woods where he met the negroes Jacques, Juan, Felipe, and the negresses Isabel and Maria, all runaway slaves. The deponent gave a peso to Felipe and Jacques to buy rice and rum, but they failed to return, he then spent the night of the crime near the city limits. He denies the accusation of Jacques, and declares that he lived by trapping and hunting.

Isabel substantiates Dominique's deposition, and adds that when Dominique came back searching for Jacques and Felipe, he brought the news that Jacques had killed Felipe and that Dominique was accused of the murder. She declared that she saw no stolen goods and that the negroes obtained money by selling ducks and squirrels in the city, and that Dominique, as leader, kept the money.

Jorge deposes that he had been a runaway slave for 4 months, and spent about 15 days with the runaway slaves above mentioned, after a quarrel Dominique tied him to a tree, and when he succeeded in getting away he left the negroes and hid in the woods, however hunger made him join the party where he learned that Felipe and Jacques had left to buy some rice and rum with a peso Dominique had given them, and that Felipe had been murdered, Dominique was accused of having committed the murder, but he denied the accusation.

The deponent brands as false the depositions of Jacques, Dominique and Isabel's, he declares that the negroes made a living by hunting and stealing although he is not positive of the fact because they did not trust him, he saw them bringing wine and a barrel of rum which they replenished as soon as it was empty.

(Signed) Miro

Lic. Serrano

Pedro Pedesclaux

Clerk of Court

On a report of Josef de la Pena, jail keeper, Jacques is brought again in Court where he confesses to be the murderer of Felipe, he explains that he had a quarrel with him over the division of the loot, while under the influence of liquor, and that he acted in self defense, when he evaded a vicious blow delivered at him with the butt of a gun wielded by Felipe, the deponent in turn broke a gun on his assailant's head causing his death. Jacques identifies the broken weapon, and declares that his confession is not forced by intimidation or obtained by promises, he finishes stating that they stole the trunk from a boat in the river but did not sell its contents.

The Court orders the release of Dominique, Jorge and Isabel and have them returned to their respective owners.

The District Attorney recommends that Jacques be sentenced to death, but the attorney for the defense, pleads for clemency, inasmuch as the negro acted in self defense against one of his equals while they were under the influence of liquor at the time of the quarrel as it is proven by the certificate of the jail keeper and the Clerk of Court declaring that when the defendant entered the jail he showed several wounds on the head and face, that proved that he had been fighting.

(Signed) Felipe Guinault.

On April 12, 1793, the Baron of Carondelet, taking in consideration that the defendant had killed in self defense, sentenced him, for the slaying of Felipe, and the theft of the trunk, for 10 years at hard labor at the construction of the fortifications

DOCUMENT NO. 2480  
BOX 58  
(Continued)

in Havana, and banishment from Louisiana for the rest of his life.

(Signed) El Baron de Carondelet  
Nicolas Maria Vidal  
Pedro Pedesclaux  
Clerk of Court.

In October 1796, Carlota Castaign, widow of Filipaux and owner of the slave, petitions the Court for the return of the prisoner, alleging that she is 64 years old, in bad circumstances and that the negro is her only possession, but the Court refuses her plea, as the negro has seven more years to serve.

The document ends here having no cost of Court.

File #1874	)	
April 26, 1790	)	PROCEEDINGS INSTITUTED BY
Judge: Josef	)	DON PLACIDE LARRIEU IN
De Ortega	)	ORDER TO OBTAIN A PERMIT
Spanish-French	)	TO SELL A NEGRO.
PP. 1 to 7	)	
	)	
	)	
	)	

TRANSLATION OF LETTER WRITTEN IN FRENCH

Sir Larrieu  
New Orleans, La.

March 8,  
1790

Sir:

Under the protection of your firm, I beg of you to make the sale of the negro sent on the ship the "Zealous" that left the Cape on this date. The profit of this sale you will keep and credit me for same.

Should you be ready to leave New Orleans, you can give this affair into the hands of the person in whom you have placed all your trust and confidence.

Respectfully

Very humble and very  
obedient servant

(Signed) Guiot

The plaintiff, resident of New Orleans, petitions the Court, alleging that as evidenced by the

DOCUMENT NO. 2481  
BOX #58  
(Cont'd.)

letter written in French he duly presents Mr. Guiot, resident of Cape of France, St. Domingo, has sent him a negro called Azoro, 14 years old, to be sold in New Orleans, and as said letter is not sufficient proof to verify said sale, he begs the court to accept the deposition of the witnesses he presents, who will declare if the signature affixed on said letter is the same that Mr. Guiot customarily uses.

(Signed) Placide Larrieu

The Court orders the translation of the letter to Don Juan Josef Duforest.

(Signed) Miro

The translation shows that said negro was brought here on board of the boat named "Zelado" from Cape of France, for Mr. Larrieu, which negro is to be sold, and the proceeds to be returned to Mr. Guiot.

By order of the Court, Pablo Dufresne, Sr., 20 yrs., Jacques Tournier, 41 yrs., and J. L. Morin, 40 Yrs., witnesses who declare that they are acquainted with Mr. Guiot and readily acknowledge his signature.

(Signed) Josef De Ortega.

The petitioner begs the Court that since the witnesses have made their respective declaration to authorize the sale.

(Signed) Placide Larrieu

The Court grants petitioner's prayer and authorizes the sale of said negro.

(Signed) Josef De Ortega.

DOCUMENT NO. 2481

BOX #58

(Cont'd.)

The cost of Court amounted to 9 pesos, 1 real.

23(a)/J-

File #2013 )  
 Apr. 26, 1790 )  
 Judge: Estevan )  
 Miro )  
 C. C.: Pedro )  
 Pedesclaux )  
 Spanish & )  
 French )  
 PP. 1 to 3 )  
 )  
 )

CASE OF  
 DON PEDRO VOISIN  
 AGAINST  
 JOSEPH PICARD AND  
 JUAN CHOISSER.

The plaintiff, a resident of New Orleans, petitions the Court, alleging that as evidenced by a promissory note he duly presents, defendants Joseph Picard and Juan Choisser are indebted to him in the past due sum of 80 pesos, and although on various occasions he has requested the payment, he has failed to collect said debt.

TRANSLATION OF PROMISSORY NOTE WRITTEN IN FRENCH.

We will pay to the order of Messrs. Vogdins De Lessy the sum of 80 dollars in silver, cash money for value received by Joseph Picard and Juan Choisser.

At Plaquemines the 28th of August, 1789.

Therefore, he begs the Court to order the defendants to identify their signatures, and state if they owe him said amount.

(Signed) Pierre Voisin

The Court acknowledges receipt of the promissory note, and orders that said note be presented for

identification.

(Signed) Miro  
" Postigo

Don Pedro Voisin of the district of New Orleans, through his Attorney, Don Felipe Guinault, alleges that as Picard, one of the defendants, resides either in the Post of Opelousas or Attacapas, he petitions that the Court return him the promissory note he included in these proceedings.

(Signed) Felipe Guinault  
" Pierre Voisin

The Court grants his petition.

(Signed) Baron de Carondelet

The document is incomplete and the outcome of the case is not known.

24(a)/J-

File #1809 )  
April 27, 1790 )  
Judge: )  
Estevan Miro )  
C. C.: Pedro )  
Pedesclaux )  
PP. 1 to 8 )  
Spanish and )  
French )

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CASE OF  
ALEXANDRO DUROUSSEAU  
VS.  
JOSEPH PICARD

Plaintiff, a resident of New Orleans, petitioned the Court, alleging that as evidenced by the Public written deed in French duly presented, the defendant was indebted to him in the sum of 300 pesos, balance due on 600 pesos, and that although he had requested said defendant on various occasions to settle the above debt, he had been unable to secure same.

Wherefore he begged the Court to issue a writ of attachment against the property of the defendant in order to satisfy his claim.

(Signed) Dourousseau

The Court granted the above petition, and ordered that the translation of the public deed be made by Don Estevan de Quinones, which was done.

(Signed) Miro  
" Postigo

On April 29 of 1790, Don Nicolas Fromentin, deputy sheriff, informed the Court that as the defendant had failed to pay the sum of 300 pesos and that he did not have any property to seize, he had placed him under arrest.

(Signed) Nicolas Fromentin  
Pedro Pedesclaux

Plaintiff informed the Court that he had come to an agreement with the defendant outside of Court procedure.

Wherefore he begged the Court to release him from Jail.

(Signed) Durousseau

The Cost of the proceedings amounted to 10 pesos.

24(a)/J-

File # 1875 )	
Apr. 27, 1790 )	PROCEEDINGS INSTITUTED BY
Judge: Miro )	DON BARNARD LABURTHE,
C. C: Pedro )	MERCHANT OF NEW ORLEANS,
Pedesclaux )	EMPOWERED BY MONSIEUR PIERRE MAZOYER,
Spanish and )	MERCHANT OF LYON, FRANCE.
French. )	VS.
PP 1 to 19 )	DON BELTRAN GRAVIER
	MERCHANT OF NEW ORLEANS.

The plaintiff, merchant and resident of New Orleans, petitioned the Court alleging that as evidenced by the power-of-attorney and three promissory notes which he duly presents, the defendant Beltran Gravier is indebted to him for the sum of 907 pesos, including 5% interest, and although on various occasions he has requested the payment, defendant has failed to comply with his obligation.

Wherefore he begged the Court to order the defendant to identify his signature, and to acknowledge said debt.

(Signed) B. Laburthe

The Court ordered the translation of the power of attorney and promissory notes.

(Signed) Miro  
Postigo

Said translation shows that Don Pierre Mazoyer, merchant of Lyon, and resident of Bourdeaux, has granted general power of attorney to Mr. Laburthe, of New Orleans.

(Signed) Joseph Sebastian de Laroze.  
Notary Public

DOC. NO. 2484

BOX 58

The Court after examining the power of attorney and promissory notes ordered that they be presented to the defendant for identification.

(Signed) Miro  
Postigo

Don Bernard Laburthe informs the Court that the defendant is absent from his residence at his plantation home in Tchoupitoulas, therefore he begged the Court to order the deputy sheriff to serve summons of appearance, at defendant's plantation home, in order to secure defendant's deposition.

(Signed) Laburthe

The Court ordered Joseph Valler, Deputy Sheriff of this City to notify Don Beltran Gravier to appear in Court.

(Signed) Miro

Defendant then deposed that he owed the debt claimed and acknowledged his signature.

(Signed) Beltran Gravier  
Pedro Pedesclaux

Then the plaintiff begged the Court to issue writ of execution against the person and properties of the defendant, in order to satisfy his claim and the cost of Court.

(Signed) Laburthe.

Defendant petitioned the Court, and alleged

DOC. NO. 2484  
BOX 58

that he is insolvent and that the properties under his administration belong to his wife, therefore he prayed the Court to order plaintiff to suspend these proceedings and thereby allow defendant time to recuperate his assets in order to satisfy his debt.

(Signed) Beltran Gravier

Don Bernardo Laburthe informs the Court that he had received copy of the proceedings and begged the Court to enforce the writ of seizure against the person and properties of defendant.

(Signed) B. Laburthe.

The Court granted petitioner's prayers and ordered the issuance of the writ of execution against the defendant's properties.

(Signed) Miro  
Postigo

The document is incomplete and the outcome of this case is not known.

23(a)/r

DOCUMENTS OF CUBA - ARCHIVES OF  
THE INDIES - SEVILLE - FILE 102.

In my capacity as commissioner of the Inquisition, I have carried out secretly and carefully the proper investigation in order to comply with a Royal Decree of much importance to both Majesties, which was notified to the Supreme Tribunal, and then notified to me through the Cartagena Tribunal, from which I depend. As I have been specially recommended by the official letter of Dec. 9th of last year to faithfully comply with said decree according to His Majesty's will, it is indispensable for me in order to fulfill said decree to go late at night to some guard station to ask for a few soldiers to aid me in my mission in the event it is necessary; for this purpose Your Lordship will please give the proper secret notice to whoever is Commander of the Headquarters giving him an alternative order to place at my disposal the soldiers that I may ask for, and for Your Lordship to notify me without loss of time the station where you will give your order, for my information.

May God keep Your Lordship many years.  
New Orleans, April 28, 1790, at 9:00 P.M.  
Friar Antonio de Sedella.

To the Governor of Louisiana.

(Translation from copy sent by Mr. Baudier of Catholic action.)

File No. 1774 )  
April 28, 1790 )  
Judge )  
Almonaster )  
C.C:Pedesclaux )  
pp 1 to 7 )  
Spanish )

PROCEEDINGS INSTITUTED BY  
DON WILLIAM CARUTHERS  
IN ORDER TO OBTAIN A PERMIT  
TO SELL ONE NEGRESS SLAVE.

William Caruthers, a resident of Cabanose, at present in New Orleans, petitioned the Court alleging that he had purchased from Don Miguel Cantrell, Commander of the post of Cabanose, a negress slave called Susana, age 20, for the sum of 350 pesos, and that the said Commander was not able to give him a title of sale. Wherefore in order to prove his rightful ownership, and be able to sell the said slave, he offered to submit depositions of witnesses who were to testify to that effect.

(Signed) William Caruthers

The Court granted petitioner's prayer and ordered him to present his witnesses, in compliance with which order Don David Bickham, age 26 years, Don Joseph Moller, age 25, and Don John Wells, age 30, appeared and under oath declared that the said negress belonged to the petitioner.

(Signed) David Bickham  
Joseph Moller  
John Wells.

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 slave.

DOC. NO. 2485  
BOX 58  
(Continued)

(Signed) Almonaster  
Postigo

The Court ordered Don Luis Liotan to appraise the Costs of Court and same be paid by the petitioner.

The Costs of Court amounted to 9 pesos  $1\frac{1}{2}$  reales.

24(a)/r

File #1729 )  
 Apr. 29, 1790)  
 Judge: Miro ) DONA MAGDALENE BOSSIER  
 C. C: Pedro ) INSTITUTED PROCEEDINGS IN ORDER TO COMPEL  
 Pedesclaux ) DON MAURICIO O'CONNER  
 pp 1 to 3 ) TO RETURN SEVERAL PAPERS, ETC.  
 )

Doña Magdalene Bossier, legitimate wife of Don Pedro Bossier, resident of the lower coast des Allemands, petitions the Court for the purpose of informing that the Court of New Orleans had granted a writ of seizure to David Vicnair, one of the creditors of her deceased husband, and that said Vicnair had sent it to the above Commander in order to compel the said petitioner to pay the two promissory notes for the value of 600 pesos. She alleges that only one promissory note is due for the sum of 300 pesos, but that said Commander had seized from her plantation two negro slaves who are worth 800 pesos.

Wherefore she begs the Court to order said Commander to cease the action of said warrant, and to send to New Orleans the said two promissory notes to be acknowledged by her in order to pay the one that is due.

(No signature)

The Court orders said Commander to suspend the sentence and to remit the said two notes in question to the Court of New Orleans.

(Signed:) Miro.

The document is incomplete and the outcome of the case is not known.

File 1750 )  
April 29, 1790 )  
Judge: Estevan )  
Miro )  
C.C: Pedro )  
Pedesclaux )  
pp. 1 - 6 )  
Spanish )

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CASE OF

DON JACINTO BERNARDO  
VS.  
DON DAVID VICKNER

Don Jacinto Bernardo, a resident of LaFourche, at present in New Orleans, petitioned the Court, alleging that as evidenced by the Public deed he duly presented, the defendant, David Vickner, resident of the Post of Baton Rouge, owed him the sum of 950 pesos, value of three negro slaves, whom he sold to Don Juan Bautista Vickner, son of 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 Baton Rouge, Don Joseph Varquez Vahamonde, to demand payment of said debt, plus costs. If necessary, to seize the defendant's property enough to cover the claim.

(Signed) Bernardo

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) Miro  
Postigo

The outcome of the case is not known.

BOX 58.

File #1801	)	
Apr. 30, 1790	)	
Judge: Andres	)	DONA FELICITE DUBRIEL,
Almonester	)	WIDOW OF AMELOT
C. C: Pedro	)	VS.
Pedesclaux	)	PEDRO MARIGNY,
Spanish and	)	MULATTO.
French	)	
pp. 1 to 6	)	Collection of a debt.

Exhibits: Two notes written in French.

I, Pierre Marigny, free mulatto, under my ordinary mark, in the presence of the undersigned witnesses, I promise to pay to the widow Amelot within eight days from this date the sum of 400 pesos.

New Orleans, February 21, 1788.

Ordinary mark. X

Witnesses

J. Lemaire

Mamel Guerrero.

On the reverse ----- Received 250 pesos  
on account of the balance, New Orleans, June 4, 1788.

Amelot.

I, Pierre Marigny, mulatto, under my ordinary mark, in the presence of the undersigned witness I promise to pay to the widow of Amelot, at the end of the present year, the sum of 400 pesos.

New Orleans, February 21, 1788.

Ordinary mark. X  
Witnesses J. Lemaire  
Manuel Guerrero.

On the reverse

Pay to the order of widow Dariocourt.

Dona Felicite Dubreuil, widow of Amelot, through her attorney, Don Antonio Mendez, petitions the Court alleging that as evidenced by the two promissory notes, duly presented, Pedro Marigny, free mulatto, is indebted to petitioner for the past due sum of 550 pesos, by virtue of purchasing the freedom of Helene, a negress of her ownership, to whom petitioner granted a certificate of freedom depending on the payment of said notes.

Therefore petitioner prayed the Court to order defendant to identify his mark at the foot of said notes, and to acknowledge said debt.

(No Signature)

The Court after examining the power of attorney and promissory notes orders that they be presented to the defendant for identification.

(Signed) Miro

The document is incomplete and the outcome of this case is not known.

23(a)/J-

File 2012. )  
April 30, 1790. )  
Judge: Gov. Miro. )  
C. C.: P. )  
Pedesclaux. )  
77 pp. )  
Spanish )

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PROCEEDINGS INSTITUTED BY  
DON PEDRO VOISIN  
VERSUS  
DON ESTEVAN WATTS.

---

The plaintiff instituted proceedings  
to compel the defendant to fulfill  
an obligation under a signed contract.

---

The Plaintiff, a resident of the Post of  
Iberville, through his Attorney, declared to  
the Court that he has instituted proceedings  
against Don Estevan Watts before Don Nicolas  
de Verbois, Commander of the said Post, over  
a quantity of lumber which the said Watts was  
under obligation to accept and since the written  
evidence has been transferred to the Court in  
this city, he petitions said Court to have the  
aforesaid documents translated from the French  
into the Spanish language.

(Signed) Pierre Verbois. (Signed) Felipe Guingault.

The Court grants above petition and orders  
the translation of the said documents by Don  
Estevan de Quinones.

(Signed) Miro

(Signed) Postigo.

DOCUMENT 2489  
BOX 58

From the translation of the said documents the following facts are presented to the Court by the plaintiff in a petition addressed to the Commander of the Post of Iberville as follows:

"Pedro Voisin a resident of this District respectfully represents to Your Lordship that during the month of March ultimo he sold to Don Estevan Watts a lot of six thousand feet of mill lumber of good quality and value, at the rate of one real per foot, as it is evident by the contract submitted, and which was entered upon by the exponent and Mr. Watts Jr. duly authorized by his father."

The plaintiff states that the said Watts having neglected to haul away the said lumber, about forty pieces have been lost, and now he refuses to accept it given as his reason that he had purchased that lumber for Mr. Bouligny who no longer wants it. The plaintiff considers this reason insufficient, and requests the Court to accept two witnesses to testify that the lumber was on the levee ready to be hauled at the time agreed upon by both parties.

The Court grants the petition of the plaintiff and accepts the two witnesses.

(Signed) Deverbois

The witnesses Diego Hernandez and Athanasio Derdene testify in behalf of the plaintiff declaring that they went to the property of

DOCUMENT 2489  
BOX 58

Don Pedro Voisin were they saw and measured six thousand two hundred feet of mill lumber ready to be floated into the river.

(Signed) Diego Hernandez-Athanasio Dardene

Witnesses: Joseph Lebretonier  
Andres Morlair

(Signed) De Verbois

After a lengthy litigation the Court on Nov. 17, 1792 decrees to accept the case for further examination granting the term of 9 days to both parties in order that they may submit their final evidence.

(Signed) Carondelet (Signed) Vidal

With this act these proceedings are brought to a close, the Court costs amounted to 97 pesos and 7 reales, but the outcome of the case is not known.

DOCUMENT NO. 2490  
BOX 58

File # 1846 )  
Apr. 30, 1790)  
Judge: Andres )  
Almonester )  
C.C: Pedro )  
Pedesclaux )  
pp 1 to 7 )  
\_\_\_\_\_ )

INFORMATION SUBMITTED BY  
CARLOS GREGOIRE,  
TO PROVE OWNERSHIP OF NEGRO,  
AND SALE OF SAME.

EXHIBIT: Promissory note written in French.

We declare having sold and delivered to Mr. Charles Gregoire & Company a negro named Cesar from Senegal, stamped with the letters Pre. M for the price of two thousand five hundred pounds, paid in cash. After having seen him and examined him, he was satisfied with same.

At Cape Francais ( French Cape), November 25, 1789.

(Signed) Lantheaume Bros.

Don Carlos Gregoire, of New Orleans, petitions the Court to prove the ownership of a negro called Cesar, a native of Senegal, age 20 years. Once this fact is established, petitioner begs the Court to grant him a permit to sell said slave. As evidence of ownership, petitioner presents the Court with a receipt written in French on which it is stated that said slave was bought by petitioner from Lantheaume Brothers residing at "Cape Francais" (French Cape).

Petitioner then prays the Court to accept the information from the witnesses he presents, and after they have acknowledged the signature of Lantheaume Brothers, to

DOCUMENT NO. 2490  
BOX 58  
(Continued)

grant him the permit for the sale of said slave.

(Signed) Carlos Gregoire.

The Court accepts the information offered by the petitioner.

(Signed) Miro.

Witnesses: Juan Pedro Bernard, 40 years old; Franco Dupuy, 30 years old; Don Andree Vienne, 31 years old, who testify that said negro was purchased by Don Gregoire and acknowledge that signature was of the Lantheaume Brothers.

The Court grants the petitioner's prayer and accepts the deposition of the witnesses.

(Signed) Miro.

The cost of Court amounts to 6 pesos 4 reales.