

1792

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DOCUMENT 2672.  
BOX 62.

File 1479. )  
Jan. 5, 1791. )  
Judges: Miro, )  
Carondelet, Gayoso. )  
C. C.: Pedesclaux )  
Spanish, English )  
& French. )  
44 pp. )

GUILLERMO STEPHENS  
VS.  
SUCCESSION OF  
HENRIQUE ALEXANDER

To Collect a Debt

The plaintiff instituted proceedings to collect from the Testamentary Executors of Don Henrique Alexander the sum of 400 pesos, value of a negro slave who died while in the service of the aforesaid Alexander. The plaintiff submits several documents to the court in order to establish his claim, since these documents are in the French as well as the English language he requests that they be translated into the Spanish. These documents disclose that a negro slave belonging to Benjamin Smith was killed accidentally while in the service of Don Henrique Alexander, further showing the latter obligated himself to pay for said slave, in accordance with documents presented as well as the testimony of several witnesses. Guillermo Stephens duly presents a power of attorney from Benjamin Smith drawn before the Commander of Baton Rouge Don Joseph Vasquez Vahamonde.

The plaintiff petitions the court requesting that in view of the evidence submitted, which documents have been translated into the Spanish language, it is evident that the succession of the late Henrique Alexander is indebted to the party he represents, and that notwithstanding the good will of said deceased

## DOCUMENT 2672.

BOX 62.

(cont'd.)

the aforementioned sum of 400 pesos has not been paid, therefore, he requests that the Testamentary Executors of the succession pay same from the funds they have in their possession.

The Court grants the petition, and the demand is passed to the Testamentary Executors Don David Hodge and Don David Ross, who declare that they consider the claim a just one and consequently they have no objection that it be paid on a percentage basis with the rest of the creditors of the deceased.

The court decrees that Dona Isabela Alexander widow and heir to the deceased be notified. Consequently Don Estevan de Quinones who represents the said widow, declares that since the Testamentary Executors accepted the claim he sees no objection that it be paid on a percentage basis with the rest of the creditors of the succession.

The creditors are notified, but to no avail, therefore, the plaintiff petitions the court requesting that Don David Ross, only living Executor, be ordered to pay his claim without further delay. The creditors are again notified. Before the Commander of the district of Baton Rouge Don Joseph Vasquez Vahamonde and witnesses appeared Dona Sara Winslow widow of the late Benjamin Smith presenting a copy of the last will and Testament of the aforesaid deceased as well as a document pertaining to his partnership with Guillermo Stephens together with several other documents. Consequently, Sara Winslow petitions the court that she be paid the aforesaid sum of 400 pesos, since she is the widow, sole and universal heir of the late Benjamin Smith. The court notifies the creditors of the late Henrique Alexander and subsequently grants

DOCUMENT 2672.  
BOX 62.  
(cont'd.)

the petitioner's request, ordering that Sara Wilson be paid the sum of 400 pesos by the Testamentary Executor of the late Don Henrique Alexander. Before the Clerk of Court and witnesses appeared Sara Wilson and declared that she had received from Don David Ross Testamentary Executor the sum of 400 pesos owed to her by the said succession.

The cost of the proceedings amounted to 74 pesos.

Jan. 8, 1791. )

File 1810. )

Judge: E. Miro. )

C. C.: P. Pedesclaux. )

Spanish. )

18 pp. )

PETITION OF  
ANTONIO DOCTRINA  
FOR ONE EXTRA YEAR OF MORATORIUM

Petitioner presents evidence to show that he is insolvent, and pleads for an additional one year term to liquidate his indebtedness to his creditors, listed herein, based on the grounds of having been prevented to do so by virtue of being ill for a period of four months during the grace period allowed him by his creditors.

The Court orders the creditors to convene.

A meeting of the creditors was held in the Court of Governor Miro, and they accorded unanimously to reject petitioner's plea, on the grounds that his conduct did not merit an additional grace period.

The Court decrees as accorded by the creditors and orders the official appraisers to appraise the Court costs to be paid by petitioner.

The Court costs amounted to 18 pesos.

DOCUMENT 2674  
Box 62

Jan. 11, 1791 )  
File 625 )  
Judge: Morales )  
C.C.; P. Pedesclaux )  
Spanish. )  
11 pp. )

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JUAN MAYRONNE  
VS.  
HONORAT<sup>o</sup> DE MUY (F.M.C.)

Plaintiff, a resident of this City (New Orleans) through his attorney, Felipe Guinault, petitions the Court to collect the past due sum of 700 pesos due him by the defendant, for the purchase of two bush negroes. Although several attempts were made by the plaintiff to collect the aforesaid amount he failed to do so, therefore, the plaintiff begs the Court to issue a writ of execution against the defendant's property in order to settle said claim.

The Court grants plaintiff's prayer, charging the Court costs to defendant, amounting to 13 pesos, 4 reales.

Jan. 12, 1791	)	
File 624	)	
Judge: Esteban Miro	)	PETITION OF
C.C.; Pedro Pedesclaux	)	JUAN BAUTISTA MOREL (MULATO)
Spanish	)	TO PROVE HIS FREEDOM
6 pp.	)	

Petitioner having been imprisoned by Joseph Page, Commandant of the Post of Natchez, because he failed to prove his identity, petitions the Court to present two witnesses who will testify that he acquired his freedom after the death of his masters Mr. and Mrs. Morel of the Post of the Illinois.

Petitioner further prays the Court that his request be granted without delay, as both witnesses that he will present, Louis Balduc and Ventura Collell, also from the Post of Illinois plan to leave shortly for said Post.

The Court grants petitioner's prayers and questions the witnesses who declare under oath that petitioner served Mr. and Mrs. Morel all his life as their slave but was considered as a member of the household and given his freedom after his master's death, for the reason that petitioner is the son of Mr. Morel's brother and a negro woman. It was agreed and decided by Mr. and Mrs. Morel that after their death, petitioner would be given his freedom

As witnesses are unable to write a copy of their verbal declaration, it is made by the Court Clerk, Pedro Pedesclaux.

Judge Miro, accepts the testimony of above witnesses and orders the keeper of the Royal Jail, Joseph Lapena, to release the prisoner.

DOCUMENT 2677  
BOX 62

File 13	)	
Jan. 13, 1791	)	INDIA MARIANA
Judge: E. Miro,	)	
C. C.; Carlos Ximenez,	)	VS.
Spanish.	)	
6 pp	)	FRANCISCA POMET
	)	<del>RELEAS</del>

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(To recover her freedom)

Plaintiff a native indian woman, petitions the Court to grant her freedom from slavery, citing that law first, second and sixth of the code of Laws of Indies, forbids the slavery of native indians.

The above petition was granted.

DOCUMENT 2678  
BOX 62

File 3, )  
Jan. 14, 1791. )  
Judge: E. Miro. )  
C. C.: Carlos Ximenez.) TO SELL A BRIGANTINE  
Spanish )  
5 pp. )  
\_\_\_\_\_)

Petitioner asks the Court to authorize him to sell to Santiago Graimbury a certain brigantine named "El Gayoso". In order to prove the ownership of said vessel, the petitioner presents to the Court a certified copy of the deed of sale by which he came in possession of the aforesaid ship.

The Court grants the petitioner the authorization to sell his vessel and also instructs him to pay the legal dues on the sale.

DOCUMENT 2679  
BOX 62

File 13,	)	
Jan. 14, 1791.	)	PEDRO HENO
Judge: Pedro De Marigny,	)	
C. C.; Carlos Ximenez,	)	VS.
Spanish.	)	
8 pp.	)	MADAME TARASCON
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The plaintiff institutes legal proceedings in order to compell the defendant to pay a past due debt of 49 pesos.

The case is settled out of Court.

DOCUMENT 2680  
BOX 62

File 26.	)	FRANCISCO LE MEME
Jan.14, 1791.	)	AND NICOLAS QUINTIN, PLTFs.
Judges: Esteban Miro	)	
and Baron de Carondelet.)	)	VS.
C. C.; Carlos Ximenez.	)	
Spanish and French.	)	GIL LE COASTER, DFT.
12 pp.	)	
<hr/>		(To collect a sum of pesos)

Francisco Le Meme and Nicolas Quintin institute proceedings against Gil Le Coaster, to collect the sum of 210 pesos, alleging that this sum is due them for seven months salaries at eighteen and twelve pesos per month, respectively, which they earned while working: the first as Second Captain, and the second as Officer on the frigate "Mississippi", of which Le Coaster was captain.

Through evidence submitted by the defendant, it is disclosed that he owed the plaintiffs only 94 pesos and 2 reales, which sum the Court in a final judgment, instructs Francisco Dupuy, receiver of the defendant's funds and properties, which were under litigation, to pay to the plaintiffs within the term of two days.

DOCUMENT 2681

BOX 62

File 46.	)	
Jan. 17, 1791.	)	
Judges: Esteban Miro	)	CARLOS BUCHEN
and the Baron of Carondelet.)	)	BANKRUPTCY PROCEEDINGS
C. C.: Carlos Ximenez,	)	AND PETITION
Spanish.	)	FOR A MORATORIUM
62 pp.	)	

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Carlos Buchen, institutes proceedings in order to obtain a five year moratorium from his creditors, claiming to have sustained considerable damages and losses due to a fire in his store.

The petition submitted to arbitration is first rejected, but is finally granted.

## DOCUMENT 2676

Box 62

File 1664.	)	PROCEEDINGS INSTITUTED
Jan. 17, 1791	)	by
Judge: Esteban Miro	)	SARA SMITH QUAYS
C. C.: P. Pedesclaux	)	
Spanish	)	TO OBTAIN SEPARATION OF HER DOWRY
92 pp.	)	FROM THE COMMUNITY PROPERTY IN
	)	CUSTODY OF HER HUSBAND WILLIAM
	)	QUAYS.

Plaintiff requests the Court to admit the testimony of her witnesses, who are to be examined by the Court Clerk to prove that Williams Quays, her husband is incapable to administer their financial affairs due to his habitual inebriety, on which grounds she requests the Court to grant her a separation of her dowry from the community property.

The Court grants plaintiff's plea, and the testimony of said witnesses verifies her allegations.

Plaintiff alleges that as evidenced by said testimony, her children's future is imperiled, and begs the Court to order defendant to turn over to her the sum of 3,000 pesos from the property in his custody, which sum represents her dowry.

Records of these proceedings were served on defendant, and after repeated services he remained non-committal due to his state of intoxication; next the Court was notified of defendant's demise, and decrees that plaintiff file her claim against the succession of her deceased husband.

Esteban de Quinones, curator ad-lites for the minors of decedent, states that the widow has failed to prove the exact amount of her dowry and inasmuch as there are many creditors, the sale of the property of said succession is inevitable, therefore he petitions that said property be sold.

DOCUMENT 2676  
Box 62  
(cont'd)

Notices are served on all creditors of said succession.

Plaintiff requests admission of evidence to show exact amount of her dowry, the witnesses declared that decedent before his demise, and in their presence declared that all his assets were derived from his wife's dowry. but Quinones answers that plaintiff still has failed to prove the exact amount of her dowry.

Plaintiff complains of undue delay on the part of the creditors to answer notices and requests an early conclusion of these proceedings.

After a lengthy delay on the part of the creditors to answer plaintiff's petition and the notices of the Court, Don Joseph Piernas, attorney for the absent creditors informs the Court that his clients unanimously express that they have no objection to let plaintiff have a preferential claim.

Dona Luisa de la Ronde widow of Don Andres Almonaster, who is one of the principal creditors of said succession, states that inasmuch as this suit has been pending for eleven years and plaintiff has proved to be entitled to her dowry, she proposes a compromise of 2,000 pesos with said plaintiff, to be paid out of the funds of said succession, and the balance to be divided equally among the other creditors.

The creditors agreed to the above proposal, and the Court notified plaintiff who also accepted the sum offered.

The Court costs amounted to 27 pesos, 4 reales.

File 1630,	)	
Jan. 20, 1791,	)	PEDRO MARIGNY
Judge: E. Miro.	)	
C. C.; P.Pedesclaux.)	)	VS.
Spanish.	)	
116 pp.	)	ESTEVAN LEBLANC
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(To Collect a debt)

Plaintiff petitions the Court to issue a writ of seizure against the property of the defendant, sufficient to cover the amount of a past due debt. The petition is granted, but the defendant is unable to collect until after a lengthy litigation which is instituted by the other creditors, and has to prove that his account is privileged on the grounds that the seized property (four slaves) is mortgaged to him.

The plaintiff also has to produce a guaranter in the event that any o the other creditors establishes a more privileged claim than his.

## DOCUMENT 2683

BOX 62

File 67. )  
Jan. 21, 1791. )  
Judge: E. Miro. ) JACOBO (OR SANTIAGO LAMBERT  
C. C.; Carlos Ximenez.) )  
Spanish and French. ) VS.  
4 pp. )  
\_\_\_\_\_ ) MARIA BARRY VIDOW GUIGNAN.

(To collect a debt)

The plaintiff files suit against the defendant to recover the sum of 600 pesos, alleging that the estate of the defendant's deceased husband owes this sum to his wife, and presenting as evidence of his claim a promissory note signed by said deceased.

On instructions of the Court the note is translated from the French in to the Spanish by translator Juan Josef Duforest, and the defendant is questioned regarding its authenticity. She readily admits that the signature it bears is her husband's and that the sum it represents is due the plaintiff. However, the record fails to show whether or not it was paid to him.

DOCUMENT 2684

Box 62

File 1500.	)	
Jan. 1791	)	MANUEL BOURGUIGNON
Judge: E. Miro.	)	
C. C.:	)	VS.
Spanish and French.	)	
11 pp.	)	SUCCESSION OF
<hr/>		DAME LOUISE PERTHUIS

(To Collect a debt)

Petitioner request issuance of a warrant to the Commandant of the Post of Ste. Geneveva, Illinois, to compel the Succession of Dame Louise Perthuis, widow of Sieur Francois Lalumandiere to refund him the sum of 400 pesos that he paid to said dame Perthuis in the purchase of a young mulatto slave age 25 years.

Petitioner states that said slave had been granted his freedom before the sale and that after proper investigations through the Courts, it was discovered that said mulatto was an Indian, belonging to a race free of servitude. Petitioner therefore prays the Court to place the above facts to the Commandant of above Post in order to cancel the sale and be refunded on amount paid for the said slave.

The Court grants petitioner's request urging him to present to Commandant of the Post a copy of the act of sale as well as the certificate of freedom granted to said mulatto.

Petitioner is charged with the Court fees which amount to 15 pesos.

DOCUMENT 2686  
Box 62

File 1668.	)	
Jan. 22, 1791	)	PEDRO REVOIL
Judge: Gov. Miro.	)	
C.C.: P.Pedesclaux,	)	VS.
Spanish.	)	
2 pp.	)	MARIA PAQUET
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(To collect a debt)

Petitioner requests the Court to issue a warrant to the Commandant of the post of St. Charles des Allemands, to compel Maria Paquet free negress, and administratrix of the estate of Juan Paquet, free mulatto and her deceased husband to pay the sum of 27 pesos and 3 reales, value of drugs supplied to decedent as per his order.

The Court grants petitioner's request, and a note by the Clerk of Court shows that the warrant is issued on the same day.

The outcome of the case is unknown.

DOCUMENT 2687  
Box 62

File 16, )  
Jan. 24, 1791 )  
Judge: E. Miro, )  
C.C. ; C. Ximenez, )  
Spanish and French. )  
6 pp. )

PEDRO FAVROT

VS.

MARIA BARRY

(For the collection of a debt)

The plaintiff institutes proceedings to collect from the defendant the sum of 102 pesos, submitting to the Court, in order to establish his claim, a promissory note in the French language signed by the defendant, and requesting that it be translated into the Spanish. The Court grants his petition and order the official translator Juan Josef Duforest to translate said note, which was done, the translation conclusively establishing the plaintiff's claim, therefore, he request that defendant appear before the Clerk of Court and identify her signature at the foot of said note as well as declare about its contents.

The Court grants the plaintiff's petition, and the defendant admits that the signature at the foot of the aforesaid note is hers and that she owes said sum.

Plaintiff then petitions the Court for a writ of seizure against the properties of the defendant, but both litigants reach an agreement out of Court making unnecessary any further judicial proceedings.

The defendant pays the Court costs which amount to 11 pesos 3 reales.

File 42. )  
Jan. 24, 1791, )  
Judge: E. Miro )  
C. C.; Carlos Ximenez.)  
Spanish. )  
6 pp. )  
\_\_\_\_\_ )

PEDRO FAVROT

VS.

MARIA BARRY

WIDOW OF GUILLERMO GUIGNAN

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(To collect a debt)

The plaintiff institutes action against the defendant to collect the sum of 1749 pesos, value of 1236 pounds of good and marketable indigo which the defendant's deceased husband failed to deliver to plaintiff in a certain business transaction and for which the defendant subsequently agreed to pay in two installments.

Upon the defendant's failure to comply with this agreement, the plaintiff files suit and the Court issues a decree whereby the said defendant is given three days in which to pay the sum she owes, and is warned that in default thereof further measures will be taken. This, however, proves unnecessary as the case is amicably settled out of Court.

DOCUMENT 2689  
BOX 62

File 58. )  
Jan. 25, 1791 )  
Juge: Estevan Miro. )  
C.C.; Rafael Perdomo.)  
Spanish. )  
80 pp. )

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PEDRO DECHEVERRY

VS.

BLAS FUERTES

(Evidence proceedings)

This record is a copy of a questionnaire and of the declarations rendered by witnesses, as requested by the defendant in order to submit necessary evidence in the legal proceedings instituted in the Maritime Court in Havana, Cuba, by the plaintiff, regarding the shipwreck of the packet-boat "La Estrella".

DOCUMENT 2690  
BOX 62

File 81.	)	
Jan. 25, 1791	)	JUAN BAUTISTA FLEURIAU
Judge: Gov. Miro.	)	
C.C.;; Carlos Ximenez.)	)	VS.
Spanish and French.	)	
12 pp.	)	HILARIO BOUTTE
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(To collect a past due debt)

Plaintiff sues to compel defendant to pay a past due debt of 1597 pesos, value of certain cattle purchased from said plaintiff, as evidenced by six receipts which he duly presents, and has been unable to collect in spite of the repeated demands he has made upon said defendant, wherefore he prays for a writ of seizure against the person and property of said defendant in order to satisfy the sum in question, plus interests and Court costs.

As per decree, the aforesaid receipts were translated into Spanish and the Clerk of Court takes the deposition of defendant who declares that he is unable to state whether he owes the sum claimed because he has made various payments on account and does not remember the exact amounts.

Plaintiff replies stating that notwithstanding the subterfuges of the defendant he does not deny his indebtedness, therefore the plaintiff requests that the above mentioned writ be carried out, and the Court orders that notice be served on said defendant.

As defendant fails to answer, the Court orders that he be served again another writ with a warning to comply within the period prescribed by law or suffer the consequences.

DOCUMENT 2691  
BOX 62

File 84.	)	
Jan. 25, 1791	)	SANTIAGO GAIGNARD
Judge: Estevan Miro.	)	VS.
C. C.; Carlos Ximenez.)	)	JUAN BAUTISTA SAUSSIE
Spanish and French.	)	
6 pp.	)	

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(To collect a debt)

The plaintiff files suit against the defendant to recover the sum of 400 pesos and two reales which he claims to have paid for him in order to liquidate a debt they both owed to M. Armand as the result of a certain business transaction effected while plaintiff and defendant were business partners. To substantiate his claim the plaintiff presents to the Court two promissory notes and a receipt signed by the widow of Captain Balthazar de Villiers ( in whose favor the notes has been endorsed by M. Armand), showing that plaintiff had paid in full both said notes, and he prays the Court to issue a warrant directing the Commandant of the Post of Arcos (probably Arkansas), residence of the defendant, to request the latter to pay the aforesaid sum and to attach his properties if he failes to do so. He further prays the Court to direct the trustee of the estate of the defendant's deceased mother to withhold in his possession, at the disposal of the Court, the said defendant's share of inheritance until this case is settled.

The Court admits the documents presented and decrees that they be translated from the French into the Spanish language before action may be taken on the issuance of the warrant requested, but it grants the plaintiff's prayer regarding the defendant's inheritance.

The record is icomplete, as after the Court's decree it only shows the translation of the said documents with which it ends.

DOCUMENT 2692  
BOX 62

File 1501.	)	
Jan. 26, 1791.	)	PETITION OF
Judge: E. Miro.	)	PEDRO BOISSIER, TO
C.C; P. Bedesclaux.)	)	SELL HIS PROPERTY IN ORDER
Spanish.	)	TO PAY HIS CREDITORS
4 pp.	)	
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Pedro Boissier, a resident of the Coast of Des Allemands, petitions the Court to grant him permission to sell his property, in order that he may pay his creditors, and states that on account of failures and a very bad crop, he has been unable to pay their claims.

On January 26, 1791, the Court grants said petitioner's prayers.

## DOCUMENT 2685

Box 62

File 92, )  
 Jan. 27, 1791 )  
 Judges: E. Miro and )  
 Baron de Carondelet, )  
 C.C.: Carlos Ximenez )  
 Spanish )  
 19 pp. )  
 \_\_\_\_\_ )

ANTONIO BELTRAN

VS.

MARIA ISABEL DESTREHAN  
 \_\_\_\_\_

(To collect a debt)

The plaintiff files suit against the defendant to recover the sum of 130 pesos, alleging that, as evidenced by the promissory note which he presents, the defendant is indebted to him in the said sum, and that his many attempts to collect it extrajudicially have all proved unavailing.

In the course of the proceedings and from information furnished by the defendant it is disclosed that she only owes the plaintiff a balance of 70 pesos, which the latter admits to be correct. However, the defendant again proves to be an unreliable person as she, for no good reasons whatever fails to keep her oft given promises of payment, and it is not until the Court has issued a writ of attachment against her properties that she finally pays the plaintiff in full, and the case is closed.

File 65. )  
Jan. 31, 1791. )  
Judge: E. Miro. )  
C.C.; Carlos Ximenez. )  
Spanish. )  
4 pp. )  
\_\_\_\_\_ )

SANTIAGO MASICOT

VS.

MARIA BARRI

(to collect a debt)

Plaintiff institutes proceedings in order to collect a past due debt for cattle he sold to the deceased husband of the defendant.

On January 31, 1791, the Court decrees that the defendant is to declare, with the assistance of the public interpreter, whether or not the debt is true.

The defendant declares that the said debt is true, but further states that she is unable to pay it, as her husband did not leave any money nor property.

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

DOCUMENT 2694  
BOX 62

File 77.	)	
Feb. 1, 1791	)	JUAN PALLET
Judge: E.Miro & Baron	)	
de Carondelet.	)	VS.
C. C.; Carlos Ximenez.)	)	
15 pp.	)	JOSEF GALLARDO
Spanish.	)	
<hr/>		(To collect a debt)

Plaintiff institutes legal proceedings in order to compel the defendant to pay a past due promissory note which is written in the French language.

The Court decrees that the said note be translated into Spanish.

The Court Clerk is unable to locate the defendant and is informed that the said defendant has left the city of New Orleans and is gone abroad, therefore the debt cannot be collected.

The Clerk of Court petitions that the plaintiff pay the Court costs, which amount to 8 pesos and 3 reales.

The Court grants this petition.

File #1491. )  
May 28, 1791. )  
Judge: Baron )  
de Carondelet. )  
CC: P. Pedesclaux. )  
P. 1 to 221. )  
Spanish. )

CASE OF  
PEDRO BAILLY(FREE MULATTO)  
VERSUS  
FRANCISCO PECHON(FREE MULATTO)

The record shows that the plaintiff brought this action against the defendant to recover the sum of one thousand one hundred pesos and two reales, alleging that as evidenced by the obligation duly presented the defendant is indebted to petitioner in said sum, that the obligation was originally made for three thousand four hundred seventy three pesos and seven reales which one Luis Lalande Dapremon binded himself to pay; that said Dapremon did make several payments on said obligation leaving an unpaid balance of one thousand fone hundred pesos and two reales, which is the sum claimed; wherefore petitioner begged the court to issue a writ of execution against the persons and properties of the defendant and especially against the negro slave mortgaged on said obligation, in order to satisfy the sum claimed, plus interest and costs of these proceedings.

The record also shows that two negro slaves were seized in order to satisfy the plaintiff's claim; that after the court examined the documents presented by both litigant parties, found that Dapremon, in binding himself to satisfy the defendant's obligation and in making payments to that end became liable for the sum claimed, as it established a novation, and that the court ordered the plaintiff to bring direct action against Dapremon, as he is the party who bound himself to pay the defendant's claim and that the defendant's slaves were released upon his petition.

DON MANUEL DE NEGRETE Y DE  
LA TORRE, COUNT OF THE COUNTRY  
OF ALANGE, MARQUIS OF TORREMAN-  
ZANAL, KNIGHT OF THE ORDER OF  
ST. JAMES, STATESMAN AND MEMBER  
OF THE STATE COUNCIL OF HIS MA-  
JESTY, LIEUTENANT GENERAL OF HIS  
ROYAL ARMY AND SECRETARY OF STATE  
OF THE GENERAL DEPARTMENT OF WAR  
OF SPAIN AND THE INDIES, ETC.

Whereas, Manuel Marcos, soldier of the seventh company of the second battalion of the Regiment of Infantry of Louisiana, has honorably completed in the service four terms of five years each, without desertion, leave of absence, nor lack in loyalty, thus having won the reward and respective privileges declared in the Royal Decree of October 4, 1766: Therefore His Majesty commands that in virtue of this decree, (which will be recorded in the corresponding office of the Royal Treasury, returning the original to the interested party), said Manuel Marcos is to be paid monthly from the date said decree is recorded the sum of nine silver reales, in American coin, besides his daily allowance as provisioned in the general decree of August 20, 1773; and that in his regiment as also in the other regiments of the Army he be treated with the distinction and esteem that he won by his constancy and honesty, as provisioned by said Royal Decree; This being the will of His Majesty.

Issued in Madrid, on July 20, 1791.

This decree includes the previous reward.

(Signed) Alange.

New Orleans, October 27, 1791.

The principal accountancy of the Army and Royal Treasury will record this decree.

(Signed) Estevan Miro.

The above decree was recorded in the principal accountancy of the Army and Royal Treasury of this Province of Louisiana, which is in my charge. New Orleans, date ut supra.

(Signed) Joseph de Orr.

CASE OF  
LUIS LEDEE (FREE MULATTO)  
VERSUS

File #1367. )  
July 4, 1792. ) THE SUCCESSION OF FRANCISCO LEDEE.  
Judge: Baron )  
de Carondelet. )

CC: P. Pedesclaux. ) The plaintiff, with domicile in  
P. 1 to 99. ) the Post of Atacapas and at the  
Spanish and French. ) present time residing in this City,  
\_\_\_\_\_ ) brought this action against the de-

fendants to recover the sum of six hundred twenty seven pesos and four reales, alleging that as evidenced by the documents duly presented written in French, the defendants are indebted to petitioner in said sum and that Doña Ana Rillieux, widow of Salomon Malline, and Testamentary Executrix of the deceased Francisco Ledee, has refused to make payment on demand; wherefore petitioner begged the Court to issue a writ of execution against the properties of said Ana Rillieux to satisfy the sum claimed, plus interest and costs of these proceedings.

The petitioner further made known to the Court that he is indebted to said succession in the sum of eight hundred pesos for the value of his two sons whom he purchased from said succession leaving a balance of one hundred two pesos and four reales which he is willing and ready to pay upon acceptance of his claim by said Testamentary Executrix.

The record shows that by order of the court the documents presented by the plaintiff were translated from French into Spanish, the translation shows that plaintiff bases his claim for services that he rendered to his deceased master Francisco Ledee, and

(cont'd)

(Doc. No. 2912)

Box 66.

that a copy of the translated document was forwarded to the Testamentary Executrix.

The record further shows that Alexandro Baudin, representing the heirs of the deceased Francisco Le-dee, petitioned the court to dismiss the plaintiff's claim on the grounds that as said plaintiff bases his claim for services rendered from the time of his master's death until the probaton of the will, but as his freedom did not take place until after the probaton of the will, the plaintiff therefore was still in slavery and could not charge for his services.

After a long litigation the court ordered both parties to submit their evidence to substantiate their allegations and that the Court in view of the evidence presented, found that the plaintiff had no legal right to claim from the succession of his deceased master for services rendered because when said alleged services were rendered he was still in slavery and was not able to be remunerated for his services and therefore dismissed his claim and condemned him to pay for the costs of these proceedings which amounted to 101 pesos and 2 reales.

#24

#10

File #113  
 May 31, 1793.  
 Judge: Baron de  
 Carondelet.  
 CC: Carlos Ximenez.  
 P. 1 to 102.  
 Spanish and French.

) PROCEEDINGS INSTITUTED RELATIVE  
 ) TO THE CAPTURE OF THE SCHOONER  
 ) "LA TINA" AND RETURN TO HER OWNER

) The authorities of the Port of  
 ) Plaquemines informed the Baron  
 ) of Carondelet, Governor and In-  
 ) tendant General of the Province  
 ) of Louisiana, that they had  
 ) captured outside of the mouth

of the river the schooner named "La Tina", flying a French Flag, captained by Monsieur Juan Beron and carrying her owner Monsieur Savary, passengers and their negro slaves, members of the crew, fourteen cannons with ammunition and a cargo of merchandise, some of which belonged to her passengers. According to the written declaration given by the Captain, they left the port of Chacmel, in the Island of Santo Domingo, bound for the Callos del Fondo, (a port of the same island) where said passengers were to be transferred to an American ship bound to New England, when they were persecuted by an English Frigate. For two days they ran the high seas to avoid being captured. As they were rather far from the Island of Santo Domingo, the Captain decided to head in the direction of Cuba, to look for a North American Port, when they were <sup>persecuted</sup> persecuted this time by a brigantine which made it necessary to navigate without route; however, they were able to escape and as they were so near of this coast, it was decided to make a forced arrival in the Port of Plaquemines, where the authorities ordered to take down the French Flag without disclosing that war had been declared between France and Spain. The written declaration of the Captain with that of Monseieur Savary, owner of the schooner, the passports of the passengers and an inventory of the cargo and effects found in the ship were sent to the Baron of Carondelet who ordered the authorities of Plaquemines to bring the schooner to

New Orleans. The captain and Savary again were questioned by the authorities in New Orleans and their testimonies corroborated the written declaration they gave to the authorities of Plaquemines. By order of the Baron of Carondelet the cargo and the effects found in the ship were placed in the Royal warehouses. On petition of Captain Beron, Monsieur Savary and some of the passengers, the cargo was sold at public auction to pay for their support and that of the crew and slaves during their stay in the capital, and for the expenses to continued their trip to New England, however the proceeds of the sale which amounted to 21530 reales was kept in the Royal Treasury. Meantime peace was signed between France and Spain and one of the agreements was that all property confiscated during war time should be returned to their owners. The ship which by order of the King had been confiscated was returned to her owner Monsieur Savary, who with power of attorney granted him by the Captain and some of the passengers secured the money belonging to them arising from the sale at public auction of the cargo, which sum had been deposited in the Royal Treasury.

#24

#10

AUGUST 20, 1794

FILE NO. 30

WILL OF DON ANDRES ALMONESTER, 1794.

**WILL**            In the name of Almighty God and of the Virgin Mary, His Blessed Mother, conceived without original sin, Amen:

Be it known, that I, Don Andres Almonester y Roxas, native of Amayrena de Lancor in the bishopric of Seville and kingdom of Andalusia, and inhabitant of this city of New Orleans in the Province of Louisiana, colonel of the battalion of white militia, permanent magistrate (Regidor perpetuo) and royal ensign (Alferes Real) for His Majesty, legitimate son of Don Miguel Joseph Almonester and of Doña Juana Maria de Estrada y Roxas, both deceased;

Finding myself to be ill, but possessed of my unimpaired judgment, perfect memory and natural understanding which God has been pleased to give me; believing as I do firmly believe in the mystery of the Most Holy Trinity, Father, Son and Holy Ghost, three persons really distinct in one true substance; in the mystery of the Incarnation of the divine Word made man for our salvation in the life, passion, death and resurrection of Jesus Christ our life; in the rewarding of the good and punishing of the reprobate; in the perfect purity of Mary, our Most Holy Lady and Mother of sinners; and in all the other articles and mysteries which are believed, preached, and taught by our Holy Mother, the Catholic Apostolic Church of Rome, ruled and governed by the Holy Spirit, in whose faith I have lived and declared my intention of living 'till I die as a Catholic and faithful Christian:

Apprehending that death is natural, its hour uncertain, and that my own is destined to arrive, I desire to make my will, and for wisdom and guidance  
(cont'd)

in this, I invoke as intercessor the same sovereign Queen of the Angels, Mary our Most Holy Lady, and I beseech her to intercede with her precious Son that He may pardon my heavy sins and put my soul in the way of salvation, and with this protest, supplication, and divine invocation, I ordain as follows:-

1. I commend my soul to the same God who gave it, created it, and redeemed it with the infinite price of his most precious blood, passion, and death, and I implore His Divine Majesty that He be pleased to pardon it and to take it to the eternal peace with His elect for which it was created; my body I commit to the earth of which it was formed, and order that, on my dying, it be dressed with my military insignia and given burial in the parish church of San Luis in this city, built at my expense, in such place as may be designated by my executors, to whose disposition I leave my funeral and interment, that it may be performed as shall seem good to them, for such is my will.
2. I order that three requiem masses be said for my soul, and as many more as my executors shall think it fitting should be celebrated; and that eight reales shall be given in alms once, for the obligatory bequest, and that at my burial two hundred poor persons shall be present, to each one of whom eight reales of alms shall be given once, which shall be paid by my executors, they being assured in whatever manner they may find suitable, of the actual presence and assemblage of these persons at my burial, in order that presence may not be falsely pretended on the part of some.
3. I declare, that I was married, in first wedlock, in the Kingdom of Andalusia, to Doña Maria Martinez,

(cont'd)

(Will cont'd)

daughter of Don Nicolas and of Doña Juana Gomez, of which marriage I have no heirs, since although we had a son from it, he died without posterity at his birth, and we both came on equal terms to that marriage or its results, for which cause I owe nothing and have nothing to assign to any person.

4. I declare that, secondly, I was married in this city to Doña Luisa Laronde, Native of this place, legitimate daughter of Don Pedro and of Doña Magdalena Broutin, from whom also I have no heir, nor have had any, and when I contracted this marriage my aforesaid wife brought as her dowry the house which has served as intendant's and auditor's office, facing on the levee of this river, next to the Government House and contiguous with that which was left as the property of Doña Theresa Gallard, and those of the Mariscal de Campo Don Esteban Miro; and it is the same which, having cost me twenty thousand dollars, I gave to my aforesaid wife before our marriage, that she might have an establishment; and she, with what her house-rents then brought to her, bought nine slaves, which she likewise brought as her dowry, and which averaged, one with another, four hundred dollars apiece, though some were small, and some of them have died, and I added thereto, as my fortune, the sum of one hundred and eighty thousand dollars, to which my property when amounted, consisting of slaves, the house in which I dwelt, those which front on both sides of the plaza, the plantation of the Gran Bayu, and that which adjoins the gate of that name, money, jewels, rents, securities, and whatever else I possessed, as is well known and established.

5. I declare, as to my present property, that when I contracted my said second marriage, I had made or  
(cont'd)

built the Hospital of San Carlos de Caridad, the convent of Ursuline Nuns, and the Hospital of San Lazaro, which I established with a fund of four hundred thousand dollars which I had destined to these and other works of piety.

6. I declare as my actual possessions those which are well known to my executors, consisting of various things--slaves, houses already mentioned, all well known and whatever things, of my service, shall be found in my house and papers, the office of magistrate and city ensign which I hold, and all sums owing to me which are evidenced by writings and plain obligations, and these shall be recovered on expiration of the terms mentioned in them.

7. I declare as a matter that may be important that for some time past I have been practically withdrawn from my said offices of Magistrate, (Regidor) and royal ensign (Alferes Real), for the benefit of my brother-in-law, Don Pedro Laronde, Lieutenant in the permanent regiment of Louisiana, and having signed the last document, and verified it in the present month, but if, by reason of the disablement of the hand which my present illness causes, I shall not be able to sign those which I shall hereafter deliver, they are to be held as certain and genuine with only the attestation which the notary shall give to the act, declaring now and henceforth that I make the said renunciation of the offices mentioned out of grace, gratuitously and without profit, in favor of the aforementioned Don Pedro Laronde, for which nothing shall be demanded from him.

8. I declare, that of the fund of four hundred thousand dollars which I have said that I had before my second marriage, for the pious works mentioned, one of which is the parish church of San Luis in this city, some money remains at my disposal, wherefore I order and it is my will that the said church shall

be finished with the said remainder, and in consideration of its not being sufficient to finish the whole, (let them finish) the iron screen-work belonging to the large sanctuary, (Capilla) the sacristy and side chapel, the pulpit in Roman style, the stalls for the lower choir, the high altar in Roman style, and the screenwork toward the galleries.

9. I declare, that the gallery which I have built in the said church in front of the sanctuary, over the principal door of the latter, I have reserved for myself and my family, and I have solicited and petition should be made to His Majesty to obtain the assignment (approval) of this; and hoping that the King (whom God preserve) may be pleased to grant it, I order, and it is my wish that the privilege and favor which I hope for may descend to my successors.

10. I declare that the King our Lord (whom God preserves) has granted to me the position of patron and the privileges of the same in respect to the Hospital of San Carlos de Caridad, (Charity Hospital of St. Charles) which I founded in accordance with the royal cedula (order) issued in my favor for that purpose, and since by reason of my death it is necessary to designate a person who shall represent me and be substitute for me in the said patronage, in pursuance of the right which His Majesty granted to me and approved, I ratify the nominations made by me in the documents which I have drawn up in respect to this matter.

11. I bequeath to the said Hospital de Caridad the sum of five hundred dollars, and it is my will that this sum be preserved and set aside according to law

(cont'd)

for funds of the said Hospital, the income to be applied to its necessities.

12. I also bequeath, to be paid once, alms of twenty dollars to each of ten girls of the poorest of this city, whose circumstances shall be inquired into and ascertained before the parish priest of this parish church, with the aid and cognizance of my executors, and on verification of this matter these ten alms shall be paid.

13. I order that ten dollars be paid each month to my mother-in-law, Doña Magdalena Broutin, to aid her necessities as long as she shall live, and make this gift to her and desire that it be continued according to the terms prescribed in this.

14. I order also that to each of my sisters-in-law and brothers-in-law and to each of their sons and daughters, there be given once, twenty dollars, after notification of my death, in order that therewith they may clothe themselves in the mourning which in such case they would use, wherefore I make the formal legacy.

15. I order, give and bequeath the sum of one thousand dollars to my nephew german, legitimate son of Lieutenant Colonel Don Christoval Sejudo and of Doña Mariana Almonester, my sister, both now deceased; which nephew must now be living in the city and royal court of Madrid, to whom a letter of advice shall be sent, in order that he may arrange for the remittance, on his own account and risk; and in case he shall have died, the said thousand dollars shall remain in the body of my estate, this clause in such an event being regarded as null.

16. I also order and bequeath to each of my nephews, the sons of Don Juan Joseph Triquer, permanent magistrate of the city of Carmona, and of Doña Josefa Almonester, my sister, the sum of one

(cont'd)

(Will cont'd)

thousand dollars, to be paid once, and in pursuance of this clause they shall be seasonably notified, for the collecting of the bequest on the account and risk of the said interested parties; declaring that, if any of them shall have died, the corresponding sum shall remain in my estate, and the same if all shall have died; but with the proviso, that no one of these nephews shall trouble my heir-ess until the term of one year shall have passed.

17. I order, and it is my will, that my said nephews shall request that formal copies be given them of the documents which give evidence of the works of piety I have performed in this city, since, although I have not had them certified with any intention of obtaining any reward for them, they may serve for merits in order that His Majesty may deign to confer upon them such favor as his royal piety may think fit, having regard to their abilities, rank, conduct, and situation, respecting which, notwithstanding my slight merits, I make the most reverent and humble supplication to His Majesty.

18. I name as my testamentary executors, jointly, the aforementioned Doña Luisa Laronde, my wife, and Senor Don Juan Ventura Morales, auditor elect (Contador Electo) of America, in order that in virtue of the power which I confer upon them, and of the law, it may be required that they shall comply with this my will even though the year of their executorship be expired, the same being prolonged as much as they shall require; and for custodian of goods, my said wife alone; and of the remainder of all my goods, rights, and shares, which now belong to me or may hereafter come to me (the obligations in the preceding paragraphs having first been satisfied) I institute and nominate as my sole and

(cont'd)

(Will cont'd)

and universal heiress, the aforementioned Dona Luisa Laronde, my present wife, in order that whatever they may be, she may have and inherit it, with the blessing of God; and I revoke and annul all other wills, codicils, powers, memoranda, and dispositions whatsoever that may have been made heretofore, by word of mouth, by writing, or in any other form, and I desire that they neither be valid nor be received with credit, either in court or out of it, save only this, which I desire shall be kept, fulfilled, and executed as my last and final will, in that manner and form that it may take place; in testimony whereof this document is drawn up, in this city of New Orleans, on the twentieth of August 1794. I, the notary public, certify and acknowledge that the testator appeared to be in his entire right mind; that he did not sign because the impediment of the right hand in which his infirmity consists did not permit him to do so, and at his request this was done by the witnesses, who were Lieutenant-Colonel Don Joseph de Pontalba, Don Rafael Ramos y Vilcher, quartermaster, honorary inspector of the hospital, and Don Antonio Rodriguez, inhabitants, being present.

19. That at the time of executing, the gentleman executing this will declared that it was his desire that he should be buried in the cemetery or ground consecrated to the burial of the faithful, for on further reflection he has decided it thus, as deeming it fit; and not that it be done in the Church as he had resolved.

20. Another note: That, as regards the five hundred dollars which he is leaving to the Hospital of San Carlos de Caridad, and which he wishes to be left in the form and for the purposes indicated, this contribution or bequest must be understood to be for one time only, and as regards the monthly allowance of ten dollars which he has arranged to be left as a legacy to his mother-in-law, Doña Magdalena Broutin

(cont'd)

during her life, it must be understood to mean only during the year of executorship, for, as concerns this benevolent legacy, which I leave to her during her life, she must arrange matters with my heiress, who is her own daughter.

Dated as above, witnesses as mentioned.

At the request of the testator, and as witness,  
Joseph de Pontalba.

At the request of the testator, and as witness,  
Rafael Ramos

At the request of the testator, and as witness,  
Antonio Rodriguez.

By Me: Carlos Ximenes.

Copy of the original, (to which I refer) made at the request of the widow and executrix. Given in the city of New Orleans this eleventh day of May of the year 1798.

Translated in full in the  
Louisiana Historical Quarterly,  
Vol. 6 No. 1, January 1923, Page 22.

File #755	)	DON CRISTOBAL DE ARMAS IN-
Jan. 12, 1795	)	FORMS THE COURT OF THE LOSS
Judge: E. Baron	)	BY FIRE OF CERTAIN DOCUMENTS
de Carondelet.	)	BELONGING TO THE WIDOW OF
CC: Don P. Pedesclaux.	)	E. WATTS AND TO DON DAVID
19 pages.	)	ROSS.
Spanish, French.	)	

Don Cristobal de Armas, merchant and resident of New Orleans informed the Court that in the fire of Dec. 8, 1795 he lost the following documents:

1. The records of the incidental proceedings that Doña Francisca Asheton widow of Don Estevan Watts had instituted against the succession of her deceased husband, to recover her dowry.
2. The records of the proceedings instituted by Don David Ross against the aforesaid Watts, to collect a letter of exchange drawn at the favor of said Ross against the Royal Treasury of London.
3. The records of the proceedings instituted by the body of creditors of the succession of Estevan Watts, therefore he as agent of the persons involved in the aforesaid proceedings petitioned the Court to be excused of any responsibility on said documents.

The Court granted his petition and sent a notice to David Ross and the widow Watts in regards to the loss of the documents in question.

Don David Ross replied that he declared himself non contender in the body of creditors of the succession of Estevan Watts.

(cont'd)

(Doc. #3383)

cont'd.

Doña Francisca Asheton as privileged member in the body of creditors of the succession of Don Estevan Watts her husband, stated that a crevasse had been formed in the levee of her plantation located at Iberville, which crevasse constituted a grave danger to the immediate neighbors and that inasmuch as said plantation was mortgaged to the body of creditors of said succession she was unable to repair the aforesaid crevasse, she therefore petitioned the Court to order the division of said plantation in four equal portions and to sell them at public auction.

The Court granted this petition and issued a warrant to the Commandant of the Post of Iberville to divide and sell the plantation in question, however the land having been appraised too high  $\frac{3}{4}$  of it remained unsold which motivated another petition for a new and lower appraisal, the product of the sale to defray the expenses of repairing said crevasse.

The petition was granted.

#21  
#10

May 19, 1795. )	CASE OF
Judge: El )	DON DAVID ROSS, JOYCE & CO.
Baron de Carondelet. )	VERSUS
CC: Carlos Ximenes. )	EDWARD BINNS.
1 to 22. )	TO COLLECT A DEBT.
Spanish. )	

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The plaintiffs, both merchants and residents of the City, instituted proceedings alleging that as evidenced by the promissory note they presented, the defendant was indebted to them in the past due sum of 296 pesos 5 1/2 reales, and although they had requested the defendant to pay said sum he failed to comply. Wherefore the petitioners begged the Court to order the defendant to appear for the purpose of identifying the signature affixed on said note, and to declare if it were true that he owed the sum claimed.

On June 2, 1795 the defendant appeared in Court. He identified the signature as his and admitted that he owed the said sum, but as he was among the unfortunates who sustained heavy losses in the last fire occurred in the city, he begged the Court to grant him an extension of time until he was able to pay the debt for which he was sued.

At that time the defendant was contemplating to take a trip out of this colony but was prevented by the plaintiff who petitioned the Court to withhold any passport to said defendant until the case was settled or until he could furnish a suitable bond.

The defendant then asked the Court to allow him to introduce witnesses who would prove that he  
(cont'd)

(Doc. #8447/A.)

cont'd.

was one of the sufferers from the fire. He presented Don Amost Toops and Don Juan Maguire, both of whom substantiated his allegations, however, the plaintiff called the attention of the Court to the fact that although one year had passed since the fire the defendant had not met his obligation therefore he prayed the Court to issue a writ of seizure against the defendant's property.

The Court ordered the defendant to pay said sum within three days, however the Deputy Sheriff informed the Court that the defendant had no property to be seized nor money to pay the sum claimed by the plaintiff.

The record ends here.

#24(a)

#10

File #22	)	CASE OF
Aug. 11, 1795.	)	MARIA ELIZABETH SAMBARD,
Judges: Ignacio	)	WIDOW OF FRANCISCO TREPAGNIER,
Joseph de Lovio	)	VERSUS
and the Baron	)	LORENZO WILTZ.
of Carondelet.	)	
CC:Francisco Broutin	)	
and Carlos Ximenez.	)	
P. 1 to 46.	)	
<u>Spanish and French.</u>	)	

The plaintiff, through her legal agent Pedro de La Ronde, instituted proceedings to have the Court order that an inventory and appraisal be made of the properties of the defendant and of his deceased wife Susana Trepagnier, daughter of the plaintiff, and that in the meanwhile an injunction be issued against the defendant enjoining him from selling or in any way disposing of said properties and that he be ordered to submit a statement of all the debts he had contracted by promissory notes, obligations and accounts and of the amounts and the names of his creditors, explaining the use he had made of that money. The plaintiff claimed to be one of the legatees of her deceased daughter and as such she instituted these proceedings, presenting as evidence of her claim her daughter's death record and a certified copy of her last will and testament which she jointly made with her husband, the defendant.

The Court granted the plaintiff's petition in its entirety, and following this the defendant through his attorney Leonardo Mazange petitioned the Court to transfer the case to the jurisdiction of the Governor alleging that he enjoyed military privileges as a Captain of the Militia. This petition was granted with the consent of the plaintiff, and after an itemized statement  
(cont'd)

was made of the costs of the proceedings thus far, which amounted to 16 pesos and six reales paid by the plaintiff, the case was transferred to the Governor who took cognizance thereof.

The defendant then filed a petition requesting the Court to order the plaintiff to declare under oath whether she had given instructions to her legal agent to seek the injunction issued against him and to institute proceedings against him until a final judgment was issued, and to state what was her disposition toward him.

The foregoing petition was granted and being the plaintiff resided in the Coast of Des Allemands on defendant's petition Don Luis Liotaud was appointed by the Court to go there and receive her declaration, and the proper warrant was issued informing Don Antonio Daspit Saint Amand, Judge and Commandant of said Coast, of Liotaud's mission.

Once there Liotaud asked the plaintiff under oath the questions suggested by the defendant and she answered that with regard to the business she had pending with the defendant she only instructed her legal agent to approach him and seek a friendly settlement and that it never was her intention to obtain an injunction against him nor to prosecute him in any manner as she had the highest regard for him being he always proceeded with honesty in all their dealings.

As the result of this declaration the plaintiff's legal agent, Pedro de La Ronde, resigned as such and named Manuel de Justis Calvo in his place.

Following the above, the plaintiff's new legal agent filed a petition whereby he repudiated the declaration rendered by his principal, contending that it was obtained through trickery. In support of his allegation he presented a certified copy of a deposition rendered by the plaintiff before the Commandant of Des Allemands and two witnesses whereby she repudiated her previous

(cont'd)

(Doc. #3474 A)  
cont'd.

declaration and confirmed in its entirety the power-of-attorney she had granted to Pedro de La Ronde, the injunction he had obtained against the defendant and all legal proceedings which her agent may have had instituted in her behalf. He therefore begged the Court to carry out the decree of October 17, 1795, whereby the plaintiff's first petition was granted.

However, the foregoing petition was not acted upon as all parties concerned in the settlement of the estate of the defendant's wife reached an agreement which was approved by the Court and which contained the following stipulations; The defendant confirmed a cession of the sum of 6500 pesos which he had made in favor of Pedro de La Ronde and which he had sought to annul and promised to pay him as husband of Eulalia Guerbois, niece of the defendant's wife, the sum of 2000 pesos, plus 2000 additional pesos for de LaRonde's principal, mother of said deceased, which sums were left them by the latter. And Pedro de la Ronde, his wife and his principal on their part renounced any action or claim which they may have had on the dowry of the deceased or on any amount against the defendant or against the properties of his deceased wife.

The parties paid for the costs each had caused and the common costs were paid in equal parts.

#22  
#10

LETTER OF MR. GAYOSO TO MR. VIDAL

---

SPANISH

LETTER

AUG. 28th,  
1795.

On August 28th, 1795, Mr. Gayoso wrote a letter from New Madrid, Mexico, to Mr. Vidal at Natchez, acknowledging his letter of July 25th.

Thanks God for keeping him alive, and destiny for the accomplishment of important tasks and the occupation of the Barrancas, not a bad beginning for A Spaniard of character to ascend the Mississippi.

States that he is determined to retire to his Country home in Concordia, no matter what Commission may be assigned him.

Asks that nobody be informed of his apprehension regarding his friend Watts.

I have been expecting Alonzo Arroyo's transfer for a long time, but it was withheld by the Intendant until my return, but realizing that my commission requires me to go up to Illinois, he wrote me in a friendly tone that he was unable to postpone his action longer.

This Campaign has done me as much good as a trip to Europe. The climate is invigorating, capable of restoring anybody's health.

Roicheau has not spoken a word of truth since my arrival here, I doubt his military campaigns.

(Continued)

LETTER OF MR. GAYOSO TO MR. VIDAL

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My regards to Alonzo Arroyo, Dunbar, Girault, and all of the Rl. Carlos Volunteers and artillery officers.

I am sending you three sets of furs for trousers, even though the quality is not as good as you desire, one for you, one for Minor, and one for Arroyo, if he is there, otherwise give it to Girault.

Goodbye, I am,

Yours sincerely,

(Signed,) Gayoso

Inside the package containing the furs is another small package for my house. Please send it.

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See master card-  
Letter of Manuel Gayoso to Mr. Vidal.

Miscellaneous collection  
4 pages  
62/LJ.

LETTER OF GAYOSO DE LEMOS FROM  
NEW MADRID (MEXICO) TO DON  
JOSE VIDAL, GOV. OF NATCHEZ.

---

SPANISH

My dear Vidal:

LETTER

SEPT. 27th,  
1795.

3588

Mr. Pontona in person will give you whatever information you may wish to have regarding this place. In a few days, I shall write to you and to Minor, etc., as now I am trying to get rid of "Sans Culottes": I have some apples here for you, which I shall send on the pirogue.

Wishing you health and assuring you of my affection,

Devotedly yours,

Signed-Gayoso

P.S. At my house you will be given fifty large passports which I want you to send me, the first chance you get.

\* (Sans Culottes - "Without pants," probably a nickname given to a friend of Gayoso's.)

Miscellaneous collection

2 p

62/LJ.

Heranda #22.

File No. 736 ) SUCCESSION OF FRANCISCO HUSSY.  
 Judge: Baron ) APPRAISAL AND PUBLIC SALE OF HIS  
 de Carondelet.) ESTATE.  
 CC: Carlos )  
 Ximenes. )  
 P. 1 to 46. )  
 Spanish. )  
JAN 14-1796 )

The record shows that on January 14th, 1796, the Gov. General Baron de Carondelet was informed of the sudden death of Francisco Hussy. This official ordered the Clerk of Court to determine whether or not the deceased died intestate; he also ordered him to attest to the death of the deceased, gather all the personal effects and property of same, and deposit them with the general receiver Don Andres Fernandez and Joseph Ducros for further proceedings.

The Clerk of Court reported that he had gone to the house of Don Jose Montague where the deceased had resided, and found various books, documents, a trunk, and some furniture which were placed under the care of the General Receiver. It was also reported that the late Mr. Hussy died without leaving any will, or last testament.

As a result of the investigation of the Clerk of Court, the Court declared the decedent intestate, and appointed attorney Don Santiago Felipe Guinault to represent the absent heirs, and to take an inventory of the estate and appraise same. All French and Spanish documents found were examined by an official interpreter.

(cont'd)

(Doc. 3542 A)

cont'd.

After satisfactory inventory and appraisal, the Court ordered the Estate sold at public auction; it also ordered Luis Liotaud to appraise the Court cost.

There is no record of the sum obtained by the sale of the estate, nor the Court costs.

#23(a)  
#10

MARRIAGE CONTRACT OF MANUEL  
GAYOSO DE LEMOS WITH  
MARGARET WATTS.

---

ENGLISH

MARRIAGE  
CONTRACT

JAN. 14th,  
1796.

Natchez this 14th, day of January 1796, be it known that I, Don Manuel Gayoso de Lemos, Colonel in the Royal Armies, Military and Civil Governor of Natchez and its Dependencies, have determined to contract matrimony with Miss Margaret Watts, issue of the legitimate marriage of Mr. Stephen Watts and Francis Asheton Watts, residing in Natchez, and both natives of the United States of America, and having obtained their several consents in order that the contract may have its due effect full force and virtue, as much as by law.

Don Manuel Gayoso de Lemos and Miss Margaret Watts agree to celebrate their nuptials according to the Rites of the Church as soon as the Royal License is obtained. They further agree not to retract and that neither of the parties shall contract matrimony with any other party, and that the said Don Manuel Gayoso de Lemos, shall not in any manner dispose of the property belonging to the said Margaret Watts without her consent in writing.

(Continued)

PC-A96-16

MARRIAGE CONTRACT OF MANUEL  
GAYOSO DE LEMOS WITH  
MARGARET WATTS.

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He does grant as augmentation of dowry or donation property nuptials as may be most suitable to her interest and liking, the sum of Ten Thousand Dollars of the property he possesses at his one disposal, to be taken of the third and remainder of the fifth at the time of his death, but if it should not amount to that sum, then the said third and the remainder of the fifth shall be her right, and it is further his will that she shall enjoy the full privilege granted by the law to this donation. Of the entailed estate which he possesses in Europe, and whatsoever he may acquire his said spouse shall enjoy the part and portion granted to her by law, observing that he has one son, eight years named, Don Manuel Gayoso Hapman, living in Lisbon, Spain, with one of his aunts, and in case of his death, does hereby constitute the said Margaret Watts his sole heiress.

The said Margaret Watts does reciprocally hereby name and constitute her said future spouse for her sole heir, reserving to herself the right of testating in favor of her father, mother and

(Continued)

PC-A96-16

MARRIAGE CONTRACT OF MANUEL  
GAYOSO DE LEMOS WITH  
MARGARET WATTS.

---

sister the third and remainder  
of the fifth of her estate  
agreeable to her will and pleasure.

Under these conditions and  
stipulations this deed is confirm-  
ed by the parties to the true  
compliance whereof they do oblige  
their persons and estates, real  
and personal, giving full power  
and authority to the judges of  
H. M. to compel them thereto,  
with all the rigor of the law, as  
a determined cause which they  
receive and acknowledge the same  
rdmaining all -

NOTE - Rest missing.

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See master card -  
Marriage contract of Manuel Gayoso  
de Lemos with Margaret Watts.

4 Pages  
Miscellaneous Collection.  
62/LJ.

File #81. )  
 Jan. 8, 1798. )  
 Judges: Manuel )  
 Gayoso de Lemos; )  
 Gilberto Guillemard; )  
 Manuel de Salcedo. )  
 Court Clerk: Carlos )  
 Ximenez. )  
 P. 1 to 225. )  
 Spanish and French. )

CASE OF  
 NICOLAS GRAVIER  
 VERSUS  
 ESTATE OF BERTRAND GRAVIER.

The record begins with a sworn account submitted by Nicolas Gravier of the sum of 500 pesos that he received as administrator of the estate of his deceased cousin Bertrand Gravier, from Juan Gravier, brother of said deceased and co-heir and trustee of his estate, to cover the expenses of a certain plantation of said deceased. The account was presented upon petition of said Juan Gravier, and it shows a balance in favor of Nicolas Gravier of 6903 pesos and three reales, as follows: 6000 pesos in Mexican currency which he loaned to the deceased, secured by 41 slaves; and 903 pesos and three reales for back salaries and for personal money which, as such administrator, he loaned to the family of said deceased.

The record shows that Nicolas Gravier filed suit against the estate of Bertrand Gravier to collect the aforesaid sum plus interest and costs of these proceedings. A long litigation then ensued involving the trustee of the estate and the attorneys for the absent creditors and absent heirs of Bertrand Gravier. Said attorneys refused to recognize the legitimacy of the plaintiff's claim alleging that the obligation covering the 6000 pesos and the mortgage of the 41 slaves above mentioned was only one of the many sham transactions which the deceased performed in favor of the plaintiff as his confidential agent in order to protect his properties from being attached by his creditors.

In the course of this litigation, a certified copy of the records of the proceedings instituted in consequence  
 (cont'd)

of the death of Bertrand Gravier, who died intestate, was presented upon petition of Santiago Felipe Guinault, attorney for the absent heirs of said Gravier. In said copy appears a list submitted by the plaintiff of the parcels of land which were declared by the plaintiff to have been transferred to him by sham sales for the purpose of increasing their value. The list, however, does not describe said parcels of land nor does it give their location.

Although at the end of the record there is an itemized statement of the costs of these proceedings as if the case had been settled, the record fails to show any such settlement or any sort of judgment rendered by the Court and it ends with a petition filed by Juan Gravier offering as evidence on his part the declaration of the plaintiff on pages 120 to 128 and his own allegations on pages 45 and 117.

#22

#10

I had a two story brick house built at my expense on the adjoining lot, to the lot given me by his Majesty to be used as a house for two lepers in the entire land.

The same being attested and signed by the undersigned at New Orleans April 18th 1763.

Signed, Juan Bautista de la Cruz  
Don Carlos Gallard Don Miguel de la Cruz  
Juan Ventura Morales Don Manuel de la Cruz

Carlos Ximenes, Notary Public  
Additional information incorporated by this  
synopsis taken from file of the  
No collection number

Microfilm in possession of  
See Cross Index  
by Don...

PC-A98-4

Information requested  
by Dr. Mata + same mailed to him  
1  
*Reprozy - Hospital*

PLAN OF LEPERS HOSPITAL BUILT BY DON ESTEVAN  
FUIGNET de PELLEGRU AT HIS EXPENSE.

SPANISH- On August 4th. 1798 by royal order of  
the King addressed to this Intendency dated  
at Ildeplionso Spain, I Don Estevan Fuignet  
de Pellegru resident and senior physician of  
PLAN- the Royal Hospital of this city, was granted  
a permanent donation of a city lot 70 ft.  
frontage by 120 ft. depth situated on Conde  
and Dumaine Streets, bordering on Dupaine  
Street with a lot occupied by the Royal Treasury  
(The Royal Artillery Arsenal) fronting the levee  
next to property of succession of Don Espiritu  
Listeau. It also borders on the Conde Street  
side by the property of the free mulatto woman  
Magdeline Lalande according to plan made by the  
Royal Surveyor Don Carlos Trudeau in compliance  
with the decree of the General Intendency,  
through Don Carlos Ximinez, clerk of the War  
Department under date of April 1st. 1799.

I had a two story brick house built at  
my expense on the adjoining lot, to the one  
given me by his Majesty to be used as a hospital  
for the Lepers in the entire land.

The above being attested and signed by  
the undersigned at New Orleans April 12th. 1799.

Signed, Juan Beautiste Blache  
Don Carlos Gallard Don Miguel de Riseda  
Juan Ventura Morales Don Estevan Fuignet de  
Pellegru

Carlos Ximinez, Notary Public

Additional information incorporated in this  
synopsis taken from file 40 box 48.

No Collection number

11 pp

(M.C. title de PELLEGRU, Estevan Fuignet)

See Cross Index. Plan of Lepers Hospital built  
by Don Estevan Fuignet de Pellegru at his expense  
Dated August 4th. 1798.

PC-A98-4

Information requested  
by Dr. Mateo + same mailed to him  
1  
*Reprocy - Hospital*  
PLAN OF LEPERS HOSPITAL BUILT BY DON ESTEVAN  
FUIGNET de PELLEGRU AT HIS EXPENSE.

SPANISH- On August 4th. 1798 by royal order of  
the King addressed to this Intendency dated  
at Ildeplionso Spain, I Don Estevan Fuignet  
de Pellegru resident and senior physician of  
PLAN- the Royal Hospital of this city, was granted  
a permanent donation of a city lot 70 ft.  
frontage by 120 ft. depth situated on Conde  
and Dumaine Streets, bordering on Dumaine  
Street with a lot occupied by the Royal Treasury  
(The Royal Artillery Arsenal) fronting the levee  
next to property of succession of Don Espiritu  
Listeau. It also borders on the Conde Street  
side by the property of the free mulatto woman  
Magdeline Lalande according to plan made by the  
Royal Surveyor Don Carlos Trudeau in compliance  
with the decree of the General Intendency,  
through Don Carlos Jimenez, clerk of the War  
Department under date of April 1st. 1799.

I had a two story brick house built at  
my expense on the adjoining lot, to the one  
given me by his Majesty to be used as a hospital  
for the Lepers in the entire land.

The above being attested and signed by  
the undersigned at New Orleans April 12th. 1799.

Signed, Juan Beautiste Blache  
Don Carlos Gallard Don Miguel de Riseda  
Juan Ventura Morales Don Estevan Fuignet de  
Pellegru

Carlos Jimenez, Notary Public  
Additional information incorporated in this  
synopsis taken from file 40 box 48.  
No Collection number

11 pp

(M.C. title de PELLEGRU, Estevan Fuignet)

See Cross Index. Plan of Lepers Hospital built  
by Don Estevan Fuignet de Pellegru at his expense.  
Dated August 4th. 1798.

PC-A98-4

PLAN OF LEPERS HOSPITAL BUILT BY DON ESTEVAN  
FUIGNET de PELLEGRU AT HIS EXPENSE.

SPANISH- On August 4th. 1798 by royal order of  
the King addressed to this Intendency dated  
at Ildeplionso Spain, I Don Estevan Fuignet  
de Pellegru resident and senior physician of  
PLAN- the Royal Hospital of this city, was granted  
a permanent donation of a city lot 70 ft.  
frontage by 120 ft. depth situated on Conde  
and Dumaine Streets, bordering on Dumaine  
Street with a lot occupied by the Royal Treasury  
(The Royal Artillery Arsenal) fronting the levee  
next to property of succession of Don Espiritu  
Listeau. It also borders on the Conde Street  
side by the property of the free mulatto woman  
Magdeline Lalande according to plan made by the  
Royal Surveyor Don Carlos Trudeau in compliance  
with the decree of the General Intendency,  
through Don Carlos Ximinez, clerk of the War  
Department under date of April 1st. 1799.

I had a two story brick house built at  
my expense on the adjoining lot, to the one  
given me by his Majesty to be used as a hospital  
for the Lepers in the entire land.

The above being attested and signed by  
the undersigned at New Orleans April 12th. 1799.

Signed, Juan Beautiste Blache  
Don Carlos Gallard Don Miguel de Riseda  
Juan Ventura Morales Don Estevan Fuignet de  
Pellegru

Carlos Ximinez, Notary Public

Additional information incorporated in this  
synopsis taken from file 40 box 48.

No Collection number

11 pp

(M.C. title de PELLEGRU, Estevan Fuignet)

See Cross Index. Plan of Lepers Hospital built  
by Don Estevan Fuignet de Pellegru at his expense  
Dated August 4th. 1798.

File #82	)	
Judge: Manuel	)	INVENTORY OF THE DOCUMENTS OF
Gayoso de Lemos.	)	THE SUCCESSION OF BELTRAN
Court Clerk: Carlos	)	GRAVIER, MADE ON PETITION OF DON
Kimenez.	)	NICOLAS GRAVIER, COUSIN OF SAID
P. 1 to 509.	)	DECEASED.
Spanish.	)	
<u>Oct. 6, 1798.</u>	)	

This document is an inventory of the documents left by the deceased Beltran Gravier, such as receipts commercial invoices, personal letters, etc.,

On pages 187, Ex. No. 430 states as follows.

A copy of an act of sale by Don Augustin Chantalon to Don Juan Andres Reynard of a certain land situated in this City, dated Dec. 11 1758, signed by Garic Notary and registered by the Clerk Fernando Rodriguez.

A copy of an act of sale by Don Beltran Gravier, and his wife to Don Francisco Duplessis of a certain house in this City situated on the corner of Royal and Toulouse sts., dated in New Orleans, Nov. 3, 1783 signed by the Notary Fernando Rodriguez.

These are the only documents in the inventory that deal with land.

Several of the documents found in this record refer to the succession proceedings of the deceased Beltran Gravier.

#24

#10

No File Number. )  
Oct. 15, 1798. )  
Judges: Manuel ) Don Estevan Deslonde, a resi-  
Gayoso de Lemos; ) dent of New Orleans, instituted pro-  
Sebastian Calvo ) ceedings to prove that he had paid  
de la Puerta. ) all the debts he owed to Don Ber-  
CC: Carlos Jimenez. ) trand Gravier who died without hav-  
P. 1 to 25. ) ing surrendered to petitioner the  
Spanish and French. ) documents evidencing said debts or  
issuing the proper receipts. Peti-  
tioner alleged that said Don Bertrand

Gravier, however, before his death declared in the presence of witnesses Don Estevan Fouignet de Pellegrue, Don Joseph Navarro, Don Juan Bautista Poeyfarre and Notary Public Pedro Pedesclaux, before whom said Gravier was to make his last will and testament, that petitioner had satisfied to him all debts and therefore did not owe him anything; wherefore petitioner begged the Court to summon said witnesses and order them to declare under oath whether his allegations are true.

The record shows that the first three witnesses substantiated the petitioner's allegations but that Notary Public Pedro Pedesclaux asserted that Don Bertrand Gravier declared that he wished to grant petitioner the grace of surrendering to him the unpaid obligations as if liquidated.

Don Santiago Felipe Guinault, attorney for the absent heirs of Don Bertrand Gravier, pointed out to the Court the discrepancy existing between Don Pedro Pedesclaux's declaration and those of the other witnesses and petitioned the Court to decide whether the debts in question should be collected or cancelled.

The record further shows that the attorneys for the absent creditors of the succession of Don Bertrand Gravier were then notified of the petitioner's claim; that said petitioner died during the course  
(cont'd)

(Doc. #3748)

Box 79.

of the proceedings; that Don Francisco de la Rua, one of the attorneys for the absent creditors of the succession, objected to the cancellation of said debts, alleging that said debts can be cancelled only after the creditors he represents have been fully paid; and finally that upon petition from said Don Francisco de la Rua, Don Juan Gravier, brother of the deceased, exhibited the obligations signed by petitioner Don Estevan Deslonde.

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

It, as appears the sum of one hundred and fifty pesos for it and agreed to pay for it at the end of three months and under the hand of Don Pedro Lambert, knowing that he will bear the greatest part of the expense of its completion.

Francisco Xavier St. Louis  
Pedro Lambert.

Received of Don Francisco Xavier St. Louis, the sum of one hundred and fifty pesos, the price of a small brick house located at the other side of the river, and in the condition as above mentioned, and for which he was given four months to pay for it, and agreed at the meeting of the City Council, December 30th, of last year, and having this day paid in full, I give the present receipt in New Orleans, the 10th day of May, 1792.

#22

#10

Juan de Castaneda.

The 21  
December  
20th. 1799  
Two pages.

Before the Most Illustrious Council, appears Don Francisco Daspit St. Amant, resident of this City, and state: That at the other side of the river, there is a small lot of ground with a small brick house, property of the City Treasury, and which house is about to fall down and in this virtue, he wishes to find in it a home, for which he begs of Your Lordships to let him live there, promising in exchange to take care of same, as well as the levee, and to avoid the ruin of it, he offers the sum of one hundred and fifty pesos for it and agrees to pay for it at the end of three months and under the bond of Don Pedro Lambert, knowing that he will lose the greatest part of the bricks at its demolition.

Francisco Daspit St. Amant  
Pedro Lambert.

Received of Don Francisco Daspit St. Amant, the sum of one hundred and fifty pesos, the price of a small brick house located at the other side of the river, and in the condition as abovementioned, and for which he was given four months to pay for it, and agreed at the meeting of the City Council, December 20th, of last year, and having this day paid in full, I give the present receipt in New Orleans the 18th day of May, 1799.

Juan de Castanedo.

APPOINTMENT OF DON FELIPE  
HICKEY, A CAPTAIN BY DON  
MANUEL GAYOSO DE LEMOS

---

SPANISH  
MILITARY  
APPOINTMENT

DEC. 24th,  
1798.

2368

Morgan

Finding it convenient to the service of His Majesty, to establish two light Companies of Cavalry of Militia, in the District of Feliciana, as well as, to appoint as Captain of the Second Company, a brave, zealous and honorable person and being that said qualities are possessed by Don Felipe Hickey, therefore availing myself of the powers conferred upon me by the King, I hereby appoint him as Captain of the Second Company of a Cavalry Regiment of the District of New Feliciana and order the Governor of those settlements to recognize him as such, and the officers, sergeants, corporals and soldiers to obey all written or verbal orders, which he may issue pertaining to the Royal Service, and that he be granted the honors pre-eminences and exceptions to which by virtue of his position he is entitled to.

Granted, signed, by my own hand, sealed with my Coat-of-Arms and countersigned by two undersigned Honorary Commissary of War and Secretary of this Government for His Majesty at New Orleans, Dec. 24, 1798.

Signed - Manuel Gayoso de Lemos  
Countersigned - Andres Lopes Armesto.

Appointment made by His Lordship to Don Felipe Hickey as Captain of the Second Company of Cavalry of the Feliciana District.

(Continued)

APPOINTMENT OF DON FELIPE  
HICKEY, A CAPTAIN BY DON  
MANUEL GAYOSO DE LEMOS

---

See master card-

Appointment of Don Felipe Hickey, a  
Captain by Don Manuel Gayoso de Lemos.

Miscellaneous collection 2368 Morgan  
2 pages  
62/LJ.  
Heranda.

File #2066. )  
Aug. 29, 1799. )  
Judges: Estevan )  
Miro, and Baron )  
of Carondelet. )  
CC: P. Pedesclaux. )  
P. 1 to 26. )  
Spanish. )

---

CASE OF  
DON ALEXANDRO BAUDIN  
VERSUS  
ASAHEL LEWIS.  
TO COLLECT A DEBT.

The plaintiff through his attorney, Santiago Felipe Guinault instituted proceedings against Asahel Lewis a resident of the Post of Baton Rouge, alleging that as evidenced by the act of sale passed before a Public Notary, said defendant owed him the past due sum of 650 pesos value of a 25 year old bushman negro slave, wherefore he petitioned the Court to give Don Joseph Baumonde, Commandant of the aforesaid Post, the necessary instructions in order that he could exact payment from the defendant or in default thereof seize said defendant's property, especially the negro slave in question who was covered by a mortgage.

The Court granted the above petition, and on Aug. 31, 1789 sent the Commandant of the Post of Baton Rouge all the instructions required.

As more than a year and a half had elapsed without the plaintiff hearing anything from Baton Rouge about the collection of his claim, he petitioned the Court  
(cont'd)

to press the case and send the papers to Don Manuel Gayoso de Lemos Commandant of Natchez where the defendant had moved. Shortly after, the plaintiff petitioned again requesting the Court to return the proceedings as he had knowledge that said defendant was to collect a sum in New Orleans for certain work he was doing for Don Gilberto Antonio de St. Maxent and as the latter was to pay by drawing against the Royal Treasury in favor of said defendant, he asked the Court to attach any funds that St. Maxent might send the defendant, which request was granted.

Six months later the plaintiff informed the Court that he had been able to collect 200 pesos from the defendant, and petitioned <sup>for</sup> the collection of the other 450 pesos plus costs from the Royal Treasury as he understood several sums for said defendant had arrived there.

The Court ordered the Treasurer Don Guillermo Stephen to ascertain what funds if any he had received for Asahel Lewis (defendant) and upon learning that there were 303 pesos only the Court decreed to deduct the costs of the proceedings and give the balance to the Plaintiff who gave receipt of it on Sept. 7, 1792, three years after these proceedings were instituted, however there was a balance of 179 pesos 7 reales still due on the value of said slave, for which the plaintiff again petitioned the Court to press the defendant at Natchez.

The Court in compliance with the petition sent the necessary instructions to the Governor of that Post.

The record ends here.

In the bayou named Lafourche of Chetimachas, a tributary of the Mississippi river, through which it is connected with the sea, and located 25 leagues from this capital, several settlements have been founded on both of its shores, which are extended for 18 miles. The first people to settle here were the families of Canaritas, which came over during the years of 1779 and 1780, these people were followed by the Arcadians, who came from France, by direction of His Excellency the Count of Aranda, in the year of 1785.

These people have no pastor nor is there any in their vicinity, the closest pastor to them is the one in the Parish of Lafouche, located on the shores of the Mississippi River. The churches of the parishes along this river have not cost His Majesty anything, as the settlers themselves constructed them. I expected the mentioned families to follow the same practice, but their Commander, Captain Nicolas Verret, has informed me that his people are not in the financial condition to construct their churches, and that said settlers had asked him to urge me to beg His Majesty to construct two small churches with their respective priest homes, one to be built 4 leagues from the mouth of the bayou and the other 10 leagues farther down.

For the new posts to be established with Americans, I have been instructed to comply with the regulations of the Royal Decree of May 14, 1789, which is as follows:

"In establishing the locality of the churches, for the exclusive service of the Catholic religion,  
(cont'd)

the families shall be distributed in districts, giving each group 6 leagues of territorial front, leaving in the center 6 arpents with the necessary depth to construct the church, and houses for the priest and commander."

In view of the aforesaid I beg Your Lordship to please advise me if I can make the necessary expenditure to build the two churches they are needed in said settlement, or to inform His Majesty in order that he may solve this matter according to his Royal Desire.

May the Lord guard Your Lordship many years, New Orleans, February 25, 1791.

(Signed)

Estevan Miro.

To Señor Don Louis de las Casas.

24/10

*Translated from a  
photostat copy sent by  
Mr. Beudin of Catholic Action*

CASE OF  
ROBERTO COCHRAN AND JOHN RHEA,  
BUSINESS PARTNERS OF NEW ORLEANS,  
VERSUS

File #15 )  
May 16, 1800. )  
Judge: Nicolas )  
Maria Vidal )  
CC: C. Ximenez. )  
P. 1 to 20. )  
Spanish. )

REUBEN KEMPER AND COMPANY, OF THE  
DISTRICT OF BAYOU SARAH.

The plaintiffs brought action  
against the defendants to recover  
the sum of 4882 pesos 6 1/2 reales  
covering certain obligations for

which the plaintiffs alleged to have constituted themselves as guarantors of the defendants and for certain merchandise sold to them. The plaintiffs' action was prompted by the fact that they learned the defendants' company had been dissolved and said defendants had gone to the United States of America, and for this reason feared that they would remove the properties they had in the Province of Louisiana without paying the sum claimed. The plaintiffs, therefore, petitioned the Court to order the Commandant of Bayou Sarah, wherein the defendants had their place of business, to attach all their properties including effects, merchandise credits, etc., and place them in the custody of Isaac Johnston or his son, who was cashier of the defendants, until the full payment of this claim. The plaintiffs presented a statement signed by them wherein they itemized the various sums for which they had constituted themselves guarantors of the defendants and the merchandise sold them. The Court then ordered them to produce evidence proving their allegation, and they presented two promissory notes signed by the defendants, one in favor of Andres Burk for the sum of 676 pesos 3 1/2 reales, value received in cash, and the other in favor of the plaintiffs for the sum of 732 pesos 1 real, value received in merchandise; one document wherein the defendants agreed to have the plaintiffs handle all their

(cont'd)

business deals in New Orleans for which they would be paid a 2 1/2% commission, the plaintiffs being responsible for the payment of any merchandise purchased for the defendants, and one invoice for merchandise purchased by the said defendants from Debuys and Renny for which the plaintiffs paid with an obligation signed by the defendants in their favor.

The Court held as insufficient the above evidence, but stated that it was evident there existed accounts pending between plaintiffs and defendants from which the latter appeared to owe the former. On this ground the Court decreed the provisional seizure of the defendants' properties as petitioned by the plaintiffs without letting this interfere with the sale of their merchandise nor with the collection of debts the product of which the receiver must withhold and not dispose of it until further order, summoned the defendants or their agents to defend their rights in this suit, and in default thereof, instructed the plaintiffs to compel them to settle their accounts before the authorities of the place wherein they were residing at the time.

The plaintiffs then petitioned the Court to attach in their favor a certain sum which was in the possession of Richard Relf and belonged to the defendants and to return to the petitioners the various documents they had presented as evidence of their claim. Both petitions were granted.

The costs of the proceedings amounted to 16 pesos and one real.

File #99.	)	
May 24, 1800.	)	SUCCESSION OF PEDRO PHELIPE DE
Pages 2 to 294.	)	MARIGNY.
French and Spanish.	)	

The record shows that Don Pedro Phelipe de Marigny, Knight of the Royal and Military Order of St. Louis and Colonel of the Militia of this City, had died leaving as his forced heirs his daughters Celene, wife of Santiago Livaudais, and Antoinette and his two sons Juan and Bernardo.

Not having found a will of the deceased on May 23, 1800, Don Sebastian Calvo de la Puerta y Offeril, Marquis de Casa Calvo, Governor of the Province of Louisiana, homologated the appointment of Don Juan Manuel Destrahan as curator for the minor Juan de Marigny, and Captain Don Ignacio de Lino as curator of the minor Bernardo de Marigny.

The record shows that the last will and testament was found and presented to the Court. In said will the deceased appointed his wife, as his testamentary executrix and also tutrix of the minor children, with the right to enjoy the usufruct of the properties belonging to said minors provided they marry before their 25th birthday.

On June 7, 1800, the Court ordered that an inventory of the properties of said deceased be made. The inventory began on June 9th, and ended on June 10, 1800.

The Court on June 11, 1800, probated the last will and testament of the deceased, and ordered that said last will and testament be translated from French into Spanish.

On June 14, 1800, the Marquis of Casa Calvo, Governor of the Province of Louisiana, approved the appointments of Don Juan Destrahan as testamentary executor, and Don Pedro de la Ronde as tutor of the minor children of the deceased, as provided in the

(cont'd)

last will and testament of said deceased, in the event of the death or marriage of his wife, as she had died since 1898.

The record shows that on June 16, 1800, La Ronde, was excused by the Court as tutor and curator of said minors, and that De Lino and Destrehan, were then authorized to continue as tutors.

The record shows that an inventory and appraisal was made of the movable and immovable properties that were left by the deceased.

The inventory shows that the house of the deceased was located outside of the St. Charles gate of this City, bounded on one side by the property of Nicolas Daunoy and on the other side by the limits of the City; he also left two plots of land with houses on each, situated on Bourbon St., measuring 60 ft. front each by 120 ft. depth, bounded on one side by the property of Pedro Montillo and on the other side by the property of Francisca Aceton, and also 1200 arpents of land located in the District of Baton Rouge.

On petition made by the heirs of the deceased, the Court on July 4, 1800, granted the heirs the authority to partition the immovable properties among themselves, to sell the movables and to equally divide the proceeds thereof.

There is nothing in this record to show why the deceased Don Pedro Phellipe de Marigny was buried in the St. Louis Cathedral, nor any other information to indicate that said deceased owned any property in Mandeville, La.,

CASE OF  
JUAN COTTARD  
VERSUS

File #44. )  
Sept. 19, 1800. ) THE SUCCESSION OF DON PEDRO  
P. 1 to 7. ) DE MARIGNY.  
Judge: Don Sebastian )  
Calvo de la Puerta. )  
Court Clerk: CC: )  
Ximenes. )  
All Spanish. )

The plaintiff, a master tailor, and a resident of this city, brought this action against the succession of Don Pedro Marigny, to recover the past due sum of 141 pesos and 5 reales for tailoring work and goods furnished to said deceased, as evidenced by the account presented. Wherefore, petitioner begged the Court to order the testamentary executor of said succession to satisfy the sum claimed.

On Sept. 19, 1800, the Court ordered the Court Clerk, to bring the records to Court, and further ordered him to send a copy of the plaintiff's petition to the testamentary executor and to the heir of the succession of said deceased, both of whom acknowledged the plaintiff's claim and recommended same for payment.

The record further shows that on Nov. 27, 1800, after the Court examined all the records, and taking into consideration the consent given by the interested parties, ordered the testamentary executor to satisfy the sum claimed, plus the costs of these proceedings.

File #94.	)	CASE OF
Oct. 4, 1800.	)	DON GUILLERMO STEPHEN AS
P. 1 to 11.	)	ATTORNEY OF DON JUAN MORRIS
Judge: Don	)	VERSUS
Sebastian Calvo	)	THE SUCCESSION OF ANTONIO BONNABEL.
de la Puerta, y	)	
Ofarril.	)	
CC: C. Ximenez.	)	
Spanish, English.	)	

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The plaintiff, a merchant of this City, as attorney of Don Juan Morris instituted proceedings against the defendants, to recover the sum of 1.066 pesos 6 reales alleging that the deceased Antonio Bonnabel owed the above sum to his principal as evidenced by the unpaid letter of exchange which was issued by one McAlpine in favor of said deceased Bonnabel who endorsed it to his principal.

The petitioner begs the Court to order that the succession of said Bonnabel pay his principal the sum claimed and let the defendants take whatever action they wish against McAlpine.

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

#23

#10

File #116. )  
 Oct. 21, 1800. )  
 P. 1 to 130. )  
 Judge: Don )  
 Manuel Perez. )  
 Court Clerk: )  
 Narciso Broutin )  
 Spanish. )

CASE OF  
 MADAM ROSALIA PICOU  
 VERSUS  
 DON JUAN GRAVIER.

The plaintiff, Madam Rosalia Picou, petitioned the Court alleging, that as evidenced by the power of attorney presented, petitioner is testamentary executrix for her deceased husband Jorge Deslonde, of the succession of his brother Estevan Deslonde, of whom her deceased husband was testamentary executor; that the Court Clerk, has in his office, a deed wherein it is evidenced that the deceased Don Beltran Gravier, annulled a certain mortgage that said Don Estevan Deslonde had issued on his estate. Wherefore, petitioner begs the Court to order the Court Clerk, to issue petitioner a copy of said deed.

On Oct. 21, 1800, the Court granted the plaintiff's petition.

Then the Court Clerk in compliance with the preceding decree presented the mortgage requested, that reads as follows: "(Final Receipt) On January 24, 1797 before the Court Clerk, and witnesses appeared Don Beltran Gravier, and Don Jorge Deslonde, both residents of this City, and stated: That they had received from Don Estevan Deslonde, the sum of 2475 pesos and for which sum they issued a receipt, and annulled said promissory note and mortgage".

Then the plaintiff, petitioned the Court alleging, that as evidenced by the receipt presented, the final receipt issued by the deceased Jorge Deslonde, and Don Beltran Gravier, in favor of said Don Estevan Deslonde

(cont'd)

for the sum of 465 pesos, which annulled the said mortgage on said Jorge Deslonde's property which was made to secure the payment of the sum loaned; and that Don Beltran Gravier failed to sign said final receipt. Wherefore petitioner begs the Court to order the Court Clerk, to send a copy of this petition to Don Juan Gravier, brother and coheir of the estate of said deceased, Don Beltran Gravier.

Then Don Juan Gravier brother and coheir of the deceased Don Beltran Gravier, answered the plaintiff's petition, alleging that the plaintiff was indebted to his deceased brother Beltran Gravier, and that said deceased forgave said debt to plaintiff, in his death bed. Wherefore, petitioner begs the Court to admit witnesses to substantiate the above allegation.

On Nov. 17, 1900, the Court granted Don Juan Gravier's petition.

Then the plaintiff, petitioned the Court alleging, that petitioner has received a copy of the declaration of the defendant, concerning the information promoted by Don Estevan Deslonde, before his death in regard to cancellation of the mortgage on his property in favor of the deceased Don Beltran Gravier. Wherefore, petitioner begs the Court to send a copy of the defendant's declaration to Don Felipe Guinault, attorney for the absent heirs of said Beltran Gravier.

Then Don Juan Gravier, brother and coheir of the deceased Don Beltran Gravier petitioned the Court alleging that the documents presented by the plaintiff's to prove their allegation are misconstrued by the plaintiff: that the receipt claimed never was made nor signed by his deceased brother nor authorized by him. Wherefore, petitioner begs the Court to disregard the plaintiff's petition

(cont'd)

(Doc. #3994)  
cont'd.

tion and to order as petitioned.

On Jan. 9, 1801, the Court ordered to forward a copy of Don Juan Gravier's petition to the plaintiff Madam Rosalia Picou.

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

#23  
#10

File #114 )  
Oct. 30, 1800 )  
Judge: Sebastian )  
Calvo de la Puerta )  
Y Ofarril )  
CC: C.Ximenez )  
Pages 1 to 86 )  
Spanish. )

DOC. #3998.

- Box 83 -

CASE OF  
JUAN GRAVIER  
VS.  
NICOLAS GRAVIER.

The plaintiff, through his attorney petitioned the Court alleging, that previous to this action petitioner requested the Court to admit the testimonies of witnesses, who petitioner will present in order to prove the existence of account books and other important documents which the deceased Beltran Gravier had and which disappeared shortly after his death; that said request was granted by the Court; wherefore, petitioner begs the Court to order Pedro Pedesclaux, notary Public, who was an intimate friend of said deceased to answer under oath the questions comprised in the interrogatory duly presented by the petitioner and to deliver petitioner the written testimony of said Pedro Pedesclaux to promote whatever action may be convenient.

The Court ordered as petitioned by the plaintiff.

The record shows that Pedro Pedesclaux was questioned by the Court Clerk, in accordance with the interrogatory duly presented by the plaintiff and in his testimony said Pedesclaux declared that he was an intimate friend of the deceased Beltrand Gravier until he died; that said deceased was a capable, industrious and honest business man, that often he used to visit said deceased's business office and that he knew that said deceased had many account books where he annotated all of his business transactions and also a file where he kept important business and personal documents.

The record shows that other witnesses, who the plaintiff presented were questioned by the Court Clerk and their testimonies corroborated with the testimony rendered by said Pedro Pedasclaux.

The negress named Francisca, who the plaintiff presented as a witness in this case, was questioned by the Court Clerk, in accordance with an interrogatory duly presented, by the plaintiff and in her testimony she declared that she was a slave of said deceased Beltran Gravier; that she assisted the deceased in his sickness; that at the time of his death she was in the deceased's room with several other slaves and with the deceased's cousin Nicolas Gravier; that shortly after her master died, said Nicolas Gravier took the deceased's keys, which were under the deceased's pillows and opened the deceased's wardrobe and took several documents.

The defendant petitioned the Court alleging, that previous to this action the plaintiff had instituted proceedings against him alleging that he had stolen several account books and documents pertaining to said deceased Beltrand Gravier; that the Court ordered the plaintiff to prove that said account books and documents existed before the death of said deceased and also to prove that the defendant had stolen said account books and documents; that the plaintiff up to the present time has not complied with what was ordered by the Court; wherefore, petitioner begs the Court to order the plaintiff to prove his allegations within the term of three days and if the plaintiff refused to comply to order his incarceration for having criminally accused ~~the petitioner~~ of having stolen said account books and documents.

The Court ordered as petitioned by the defendant.

The record shows that the plaintiff produced information to prove that the defendant stole several account books and documents pertaining to said deceased Beltran Gravier. Said information was presented before the Court.

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

Note: In the above document there are the following transactions of land.

On Page 12 - Don Rafael Ramos certifies that he bought a certain lot of land situated in Santa Maria suburb from Beltran Gravier. The land is not described.

On Page 16 - Don Manuel Toledano certifies that he bought a certain lot of land situated in front of the river from Beltran Gravier. The land is not described.

Dec 31, 1801

**SHACKS ON SHACKS AND STANDS.**

File #1 )  
Year 1801.)

Report submitted by Don Juan de Castanedo, Alderman and Treasurer of this City of New Orleans, of the list of the persons that have paid during the current month to the Treasury in his charge, at the rate of two pesos for the space that each shack occupied, and one peso for each stand, established on the levee of this City, for the privilege to sell merchandise.

This is to certify that said collection has been made for the month of January, with the knowledge of the Alderman Commissioner, Don Jayme Jorda, and that the sum collected amounted to 39 pesos in silver coin, and that said sum was paid to this Treasury, by the owners of said shacks, and stands.

New Orleans, January 31st, <sup>1801</sup> 1801.

Juan de Castanedo.

Approved-  
Jph. Leblanc.

TAXES ON SHACKS AND STANDS.

Dec 31, 1801

No. 2. )  
Year 1801. )

Report submitted by Don Juan de Castanedo, Alderman of this City of New Orleans, and Commissioner for the current month, of the list of persons that have paid to the Treasury in his charge, two pesos for the space that each shack occupied, and one peso for each stand, established on the levee of this City, for privilege to sell merchandisse

This is to certify that said collection has been made for the month of February, and that the sum collected amounted to 38 pesos in silver coin, and that said sum was paid to this Treasury, by the owners of said shacks and stands.

New Orleans, February 28th  
1801.

Juan de Castanedo.

Approved by  
G. Foubert.

Dec 31, 1801

File #3 )  
Year 1801 )

Report submitted by Don Juan de Castanedo, Alderman and City Treasury of the City of New Orleans, of the list of the persons that have paid during the current month to the Treasury in his charge, at the rate of two pesos for the space that each shack occupied and one peso for each stand, established on the levee of this City, for the privilege to sell merchandise.

This is to certify that said collection has been made for the month of March with the knowledge of the Alderman Commissioner for this month, Don Gabriel Fonbergne and that the sum collected amounted to 38 pesos in silver coin, and that said sum was paid to this Treasury by the owners of said shacks, and stands.

New Orleans March 31st,  
1801.

Juan de Castanedo.

Approved by  
G. Fonbergne.

Dec 31, 1801

File #4  
Year 1801.

Report submitted by Don Juan de Castanedo, Alderman and Treasury of the City of New Orleans, of the list of persons that have paid during the current month to the Treasury in his charge two pesos for the space that each shack occupied, and one peso for each stand, established on the levee of this City, for the privilege to sell merchandise.

This is to certify that said collection has been made for the month of April, with the knowledge of the Alderman Commissioner for the month Don Domingo Bouligny, and that the sum collected amounted to 38 pesos in silver coin, and that said sum was paid to this Treasury by the owners of said shacks & stands.

New Orleans, April 30th 1801.  
Juan de Castanedo.

Approved by  
Domingo Bouligny.

Dec 31, 1801

File #5  
Year 1801.

Report submitted by Don Juan de Castanedo, Alderman and Treasurer of the City of New Orleans, of the list of persons that have paid during the current month to the Treasury in his charge, at the rate of two pesos for the space that each shack occupied, and one peso for each stand, established on the levee of this City for the privilege to sell merchandise.

This is to certify that said collection has been made for the month of May, with the knowledge of the Alderman Commissioner for the month Don Pedro Denis de la Ronde, and that said sum collected amounted to 38 pesos in silver coin, and that said sum was paid to this Treasury, by the owners of said shacks, and stands.

New Orleans, May 31st 1801.

Juan de Castanedo.

Approved by  
Don Pedro Denis de la Ronde.

File #6 )  
Year 1801.)

Dec 31, 1801

Report submitted by Don Juan de Castanedo, Alderman and Treasurer of the City of New Orleans, of the list of persons that have paid during the current month to the Treasury in his charge, at the rate of two pesos for the space that each shack occupied, and one peso for each stand, established on the levee of this City, for the privilege to sell merchandise.

This is to certify that said collection has been made for the month of June, with the knowledge of the Alderman Commissioner for the month Don Pedro de la Roche, and that said sum collected amounted to 38 pesos in silver coin, and that said sum was paid to this Treasury by the owners of said shacks and stands.

New Orleans, June 30th 1801.  
Juan de Castanedo.

Approved by  
Pedro de la Roche.

File #7)  
Year 1801)

Dec 31, 1801

Report submitted by Don Juan de Castanedo, Alderman and Treasurer of the City of New Orleans, of

the list of persons that have paid during the current month to the Treasurer in his charge, at the rate of two pesos for the space that cash shacks occupied, and one peso for each stand, established on the levee of this City, for the privilege to sell merchandise.

This is to certify that said collection has been made for the month of July, with the knowledge of Don Francisco Pascalis de la Barre, and that said sum collected amounted to 38 pesos in silver coin, and that said sum was paid to this Treasury by the owners of said shacks, and stands.

New Orleans, July 31st,  
1801.

Juan de Castanedo.

Approved by  
De la Barre.

Dec 31, 1801

File #13 )  
Jan. 31, )  
1801. )  
One Page. )  
Spanish. )

Fermin de la Cruz, Constable, on  
January 31, 1801, acknowledged re-  
ceipt of 10 pesos <sup>from</sup> the Honorable  
Alderman, City Treasurer, Don Juan  
de Castanedo, as his last monthly  
salary assigned as such from the  
funds collected from stands and  
shacks established on the levee of this City.

Signed at the request of the in-  
terested party, by Blas Puche.

Dec 31, 1801

File #14  
March 6,  
1801.  
Two Pages.  
Spanish.

Pedro Canesa, Constable of this City, on March 6, 1801, informed His Lordships that by order of the Governor and of the Chief Constable he has taken possession of the post of Constable in place of Fernin de la Cruz, who has resigned; and in view that he has not a written certification from the Clerk, requests His Lordships to please order the present Clerk to issue the corresponding certification as to his position of Constable. At a meeting of same day it was agreed to pay the petitioner the corresponding salaries due to him since last February, which payment was ordered to be executed from the funds designated for this purpose by the Honorable Alderman City Treasurer.

Pedro Canesa on June 30, 1801, acknowledged to the City Treasurer a receipt of 50 pesos corresponding to 5 months, for the discharging of the duties as Constable.

New Orleans, December

1801.

Dec 31, 1801

File #15  
Dec. 30th 1801.  
One sheet.

Don Pedro Pedesclaux,  
Clerk of the Cabildo informs  
that at a meeting held on  
July 10th 1801, having pre-  
sided the Alderman Commis-  
sioner Don Francisco Pascal-

is de la Barre, and advised by the Civil Govern-  
or interin had named Vicente Lopez in place of  
Pedro Conesa, who retired the same day, and in  
order that the Alderman and City Treasurer pay  
him the corresponding salary, it was issued the  
proper certification in New Orleans.

It is according to the  
original presented by Don Juan de Castanedo.

Pedesclaux.

A receipt issued by Vic-  
ente Lopez to Don Juan de Castanedo, City Treas-  
urer, for 60 pesos salary due from July 1st, to  
date, as constable of this city at the rate of  
10 pesos per month.

New Orleans, December

31st, 1801.

Dec 31, 1801

File #16 .)  
Year 1801.)  
One sheet.

A receipt issued to Don Juan de Castanedo City Treasurer by Jose Antonio Campos, constable for 120 pesos, salary of one year from January 1st to date, assigned to each constable by the Most Illustrious Council

from taxes collected from shacks and tables established in the wharves of the City.

New Orleans, December 31st,

1801.

At the request of the interested party.

At the request of the interested party.

(Signed)

Davergue.

Dec 31, 1801

e #23  
1801  
sheets.)

Report of Debit and Credit presented to the City Council By Don Juan de Castanedo Alderman and City Treasurer of the funds derived from the taxes of the shacks and tables, established in the levee of the City, and from which the salaries of Constables, are paid.

Debit amounting to	509	pesos		reales
Credit	"	"	385	"
Net balance	pesos	123	pesos	4 1/2 rs.

Dec 31, 1801

File #17 }  
Dec. 31st, 1801 }  
One sheet.

A receipt issued to Don Juan de Castanedo, City Treasurer, by Jose Bustamante, bailiff of the City for 120 pesos at the rate of 10 pesos per month and which are assigned to the bailiffs by the Most Illustrious Council from the produce of shacks and stands that are established in the wharves of this city, New Orleans, December 31st, 1801.

At the request of the interested party.

Fernando Percy.

Approved by  
Sjome Jorda.

Jan 2, 1802

YEAR 1801

NEW ORLEANS

DEPARTMENT OF ILLUMINATION

Documents that prove the entries of debits stated in the accounts of Don Juan de Castanedo Commissioner and City Treasurer of this City. (Numbered 1 to 12)

File #1. )  
Year 1801.)

Report that Juan de Castanedo, Alderman and City Treasurer made of the taxes collected during the month of this date, for the maintenance<sup>the</sup> of lighting of this city, with the knowledge of Don Jayme Jorda, Alderman and Deputy for the month.

The total of this report amounts to 538 pesos 4 reales of silver coin, of which amount I have taken charge.

Juan de Castanedo.

Approved by  
Jayme Jorda.

Jan 2, 1802

File No. None.)  
Year 1801.)

Sworn account of  
Debits and Credits  
presented by Don Juan  
de Castanedo, City Tre-  
asurer, before the City Council, of the  
funds which have been in his charge during  
the year of 1801, belonging to the Light-  
ing Department of this City.

File #2. )  
Year 1801.)

Report that I, Juan de  
Castanedo, Alderman and  
City Treasurer, of the  
City of New Orleans, and  
as Deputy for the month of this date, made  
of the taxes collected in said month for the  
maintenance of the lighting of this city.

The total of this re-  
port amounted to 523 pesos 2 reales of silver  
coin, of which amount I have taken charge.

~~Approved by~~

Juan de Castanedo.

Jan 2, 1802

File #3.  
Year 1801.

Report that I, Juan de Castanedo, Alderman and Treasurer of the City of New Orleans, made of the taxes collected during the month of this date, for the

maintenace of the lighting of this City, with the knowledge of Don Gabriel Fonbergne, Alderman and Deputy for the month.

The total of this report amounts to 517 pesos of silver coin of which amount I have taken charge.

Juan de Castanedo.

Approved by  
G. Fonbergne.

File #5 )  
Year 1801.)

Report that I, Don Juan de Castanedo, Alderman and Treasurer of the City of New Orleans, made of taxes collected during the month of this

date for the maintenace of the lighting of this City with the knowledge of Don Pedro Denis de la Ronde, Alderman and Deputy for the month.

The total of this report amounts to 517 pesos and four reales of silver coin, of which amount I have taken charge.

New Orleans, May 31st,

1801.

Approved by  
de la Ronde.

Juan de Castanedo.

File #4 )  
Year 1801.)

Report that I, Juan de Castanedo,  
Alderman and Treasurer of the  
City of New Orleans, made of the  
Taxes collected during the month  
of this date, for the maintenance of the lighting  
of this City, with the knowledge of Don Domingo  
Bouligny, Alderman and Deputy for the month.

The total of this report amounts  
to 506 pesos of silver coin, of which amount I  
have taken charge.

Jan 2, 1802

Juan de Castanedo.

Approved by  
Domingo Bouligny.

Approved by  
Pedro de la Roche,

Juan de Castanedo.

Jan 2, 1802

File #6  
Year 1801.

file #6

Report that I, Don Juan de Castanedo, Alderman and Treasurer of the City of New Orleans, made of the taxes collected during the month of this date, for the maintenance of the lighting of this City with the knowledge of Don Pedro de la Roche, Alderman and Deputy for the month.

The total of this report amounts to ~~525~~ of silver coin of which amount I have taken charge.

New Orleans, June 30th, 1801.

New Orleans, July 31st 1801.

Juan de Castanedo.

Approved by  
Pedro de la Roche.

Juan de Castanedo.

File #  
Year 1801.

Jan 2, 1802

File #7 }  
Year 1801 & }

Report that I, Juan de Castanedo, Alderman and Treasury of the City of New Orleans made of the taxes collected during the month of this date, for the care of the lighting of this City, with the knowledge of Don Francisco Pascalis de la Barre, Alderman and Deputy for the month.

The total of this report amounts to 524 pesos 4 reales of silver coin, of which amount I have taken charge.

New Orleans, July 31st 1801.

Juan de Castanedo.

Approved by  
de la Barre.

File #8 )  
Year 1801. }

Report that I, Juan de Castanedo, Alderman and Treasurer of the City of New Orleans, made of the taxes collected during the month of this date, for the care of the lighting of the City, with the knowledge of Don Rodulfor Jose Ducros and Don Francisco de Riaño, Aldermen and Deputies for the month.

Jan 2, 1802

The total of this report amounts to 521 pesos of silver coin, of which amount I have taken charge.

New Orleans, August 31st, 1801.

Juan de Castanedo.

Approved by  
Ducros, Riaño

File #9 ) Report made by Don Juan de Cas-  
Year 1801 ) tanedo, City Treasurer of the  
One Sheet ) taxes collected in the month of  
September, 1801, for the main-  
tenance of the street lighting  
department of this City with the knowledge  
of the gentleman Commissioner, Don Jaime  
Jorda.

The total amount of taxes col-  
lected in this report is 514 pesos, 6 reales,  
of which amount he remains in charge.

*Jan 2, 1802*

File #10 ) Report made by Don Juan de Cas-  
Year 1801 ) tanedo, City Treasurer, of the  
One Sheet ) taxes collected in the month of  
October, 1801, for the mainten-  
ance of the street lighting de-  
partment of this City with the knowledge of  
the gentlemen Commissioners, Don Gabriel  
Fonvergne and Don Domingo Bouligny.

The total amount of taxes collect-  
ed in this report is 512 pesos, 6 reales, of  
which amount he remains in charge.

File #11 .)  
Year 1801.)

Jan 2, 1802

Report that I, Juan de Castanedo, Alderman and Treasury of the City of New Orleans, made of the taxes collected during the month of this date, for the care of the lighting of the City, with the knowledge of Don Pedro Denis de la Ronde, and Don Pedro de la Roche, Aldermen and Deputies for the month.

The total of this report amounts to 502 pesos 2 reales of silver coin, of which amount I have taken charge.

New Orleans, November 30th,  
1801.

Juan de Castanedo.

Approved by de  
la Ronde.

Pedro de Roche

File #12 )  
Year 1801. )

Jan 2, 1802

Report that I, Juan de Castanedo, Alderman and Treasurer of the City of New Orleans, made of the taxes collected during the month of this date, for the care of the lighting of this City, with the knowledge of Don Francisco Pascalis de la Barre, and Don Rodulfo Jose Ducros Aldermen and Deputies for the month.

The total of this report amounts to 514 pesos and 2 reales of silver coin of which amount I have taken charge.

Juan de Castanedo.

Approved by  
de la Barre.

Ducros.

Jan 2, 1802

File #13. )  
One sheet. )  
Jan. 23, )  
1801. )

On January 23, 1801, Don Pedro Dulcido Barron, a resident and merchant of New Orleans, petitioned the City Council to order that he be paid from the funds of the street lighting department, the sum of five hundred sixty pesos and six reales which was due him, as follows: five hundred sixty pesos for one thousand one hundred twenty pots of fish oil which he had supplied for said department since the past month, at the rate of four reales per pot, and six reales that he paid for four trips made by the wagon used to transport said oil to the warehouse where it was to be kept.

On the same day, Pedro Pedesclaux, Clerk of the City Council, certified that at a meeting of said City Council and in view of a report rendered by Don Juan de Castanedo, Alderman and City Treasurer wherein he stated that the above relation is true, it was resolved that the petitioner be paid from the funds of the street lighting department, the five hundred sixty pesos and six reales he claimed.

On the same day, the petitioner issued a receipt in favor of said Alderman and City Treasurer for the aforementioned amount.

Jan 2, 1802

File #14 ) Don Thomas Randall, a merchant of  
April 17, ) this City, informed His Lordship,  
1801. ) that on April 17, 1801, by order  
Spanish. ) of the Honorable Aldermen Don  
Rodulpho Joseph Ducros and Don  
Juan de Castanedo, he has delivered  
to the warehouse of the City, the amount of  
1106 jars of oil fish at the rate of 5 reales  
each, for the consumption of the Lighting De-  
partment, which amounted to 692 pesos, 5 reales.

Said merchant, in view of his pre-  
vious statement requested His Lordship to please  
order the corresponding payment of said account.

The said two Honorable Aldermen  
commissioned for the purchase of said oil, on  
same day informed His Lordship that the above  
statement is entirely true and consequently  
they will not object to the payment of said  
account.

Then Don Pedro Pedesclaux, the  
Council Clerk, certified that at a meeting held  
on April 24, 1801, it was agreed that the City  
Treasurer pay the petitioner the due amount,  
who on same day did acknowledge receipt of the  
sum of 692 pesos, 3 reales.

Jan 2, 1802

Doc. #14)  
Dec. 11,  
1801,  
6 Pages.)  
Spanish.)

LIGHTING DEPARTMENT

Documents of credit proving the entries of the account presented by the Honorable Alderman, City Treasurer Don Juan de Castanedo, numbered from #13 to #27.

Juan Luis Nicolas, master tin-smith, on December 11, 1801, informed His Lordship, that in view that he had finished with the repairing of the lanterns of the City, to please order the payment of said works, which amounts to 224 pesos, 7 reales.

The Clerk of the Council on Jan. 8, 1802, certified that at a meeting held on same day, it was agreed that the Honorable City Treasurer pay, from the funds of the Lighting Department, the sum of 224 pesos, 7 reales to petitioner.

The City Treasurer, on same day paid to said petitioner the aforesaid sum, who acknowledged receipt of same for the corresponding discharge of the City Treasurer. Detailed account of the lanterns presented by the master tin-smith, Juan Luis Nicolas for account of the Lighting Department of the City during the current year of 1801, amounting to 224 pesos, 7 reales, which have been paid by the Honorable Alderman, City Treasurer, Don Juan de Castanedo.

Jan 2, 1802

File #15)  
Aug. 19, )  
1801. )  
3 Pages.

Don Thomas Randall, on August 19, 1801, informed His Lordship that by order of the Honorable Aldermen commissaries, Don Francisco de Riaño and Don Gabriel Fombergne, he has delivered for the use of the City Lighting Department, 2022 jars of fish oil at the rate of 4 1/2 reales per jar, plus 12 reales for transportation to the Government warehouses, amounting the said oil to 1138 pesos, 7 reales, as the value requested by said petitioner.

The two commissaries attesting the preceding petition, ordered the City Treasurer Don Juan de Castanedo to pay the sum of 1138 pesos, 7 reales to the petitioner.

Petitioned on August 21, 1801, acknowledged receipt of the referred amount to the City Treasury.

(Signed) Tomas Randall.

File #27.  
Feb. 23rd 1801.  
Two sheets.

1802021903

Francisco Bermucho master bricklayer commissioned to examine the chimneys of the district of St. Mary before your Lordship state: that in accordance with the certificate of the commissioner of said district Don Claudio Francisco

Girod, he has concluded said commission and used in doing so, four days, that at the rate of two pesos per day, he has earned the sum of eight pesos therefore he begs of Your Lordships to order the payment of said sum.

Don Claudio Girod commissary of the district of St. Mary informs that Francisco Bermucho master bricklayer has completed the work of inspection of the chimneys of his district as ordered by the government and so that it may be of record he signed the present document the 23rd day of February 1801.

The clerk of the City Council Don Pedro Pedesclaux informs that at a meeting of the Council held the 27th day of February 1801 it was agreed that by the gentleman Alderman, and City Treasurer be paid the said sum and a receipt was issued him by Francisco Bermucho.

File #28 )  
Year 1801 )  
One Sheet

On May 8th, 1801, at a meeting held in the City Council, the gentleman Alderman, and City Treasurer, Don Juan de Castanedo, made known: That in accordance with a commission given together with the Alderman, Don Domingo Bouligny, for the repairs of the breakage of the levee in front of the orange grove, he had bought three scones for which he paid eighteen pesos, and it was agreed by the members that said expenditure be paid from the funds of the City Treasury.

Don Juan de Castanedo makes a receipt issued to himself, acknowledging the payment of eighteen pesos taken from the City Treasury, in order to satisfy the purchase of three scones used during the breakage of the levee in front of the Government House, known as the Orange Grove.

1802021903

File #30 )  
Year 1801.)

1802021903

I received from Don Juan de Castanedo, Treasurer of this City, the sum of 152 pesos value of the rent of a wagon employed to collect the fifth from the streets, during the time of six months and ten days of this year, since January the first, up to this day, that my contract was finished, at the rate of twenty four pesos per month, according to the award that was made for one year, on July the eight of last year, before the Notary Clerk Don Pedro Pedesclaux, since the 11th of said month. And in proof thereof I give the present receipt in New Orleans July the 11th 1801.

Juan Ant.<sup>o</sup> Lugar.

Are 152 pesos.

1802021903

File #32 )  
Year 1801 )  
One Sheet

A receipt issued to Don Juan de Castanedo, City Treasurer by Antonio Capertonio, porter of the City Council, for the sum of eight pesos, that he the said

porter has paid to various persons for errands, from the benches of the City Council to the Cathedral Church during the holy days, and at the time of receiving the Governor General, Don Manuel Salcedo, at the rate of four reales per errand, as agreed at the meeting of April 4th, 1800.

File #40.  
Year 1801.  
Nine sheets.

1802021903

Pedro de la Rocha, Cap-  
t Militia Alderman, Jud-  
ge Jial Mayor and Don  
Juan Castanedo Sub-Lieuten-  
ant of Militia and Alderman,  
appeared before the City Coun-  
cil and stated: that at a

meeting of the Council held the 6th of February 1801 they were appointed to supervise the construction of the street sewerage, with the authorization to make them in the form, and manner most convenient and as they saw fit, and that they have started some of them making some of rock and some of planks on the same principal, and found through experience that the ones made of planks are the most solid and useful therefore they have made only five of rock, and one hundred and forty four of planks, using new planks for which they have spent the sum of 3514 pesos and 1/2 real which they hoped will meet with the City Council's approval and order the payment so that it may be of record when the accounts are presented at the end of the year.

On the 29th day of January the commissioners Don Francisco Riaño, and Don Jaime Jorda were appointed to review the accounts presented, and reported that having examined them, they find them as stated making this report on February 4th 1802.

The members of the Council ordered the payment of the 3514 pesos 1/2 real from the funds of the Treasury.

On different dated four receipts were issued to Don Juan de Castanedo City Treasurer by various persons for amounts received

File #41 .)  
Year 1801. )  
one sheet.

1802021903

A receipt issued to Don Juan de Castanedo City Treasurer, by Don Pedro Denis de la Ronde Lieutenant of the regiment of Louisiana Alderman and Royal Ensign, for 100 pesos salary of one year from January 1st, to date, New Orleans, December 31st 1801.

(Signed)  
Pedro Denis de la Ronde.

File #42  
Year 1801.  
one sheet.

1802021903

A receipt issued to Don Juan de Castanedo by Don Pedro de la Roche, Captain of the Army Alderman, and Chief Constable of this City, for 50 pesos, salary of one year from January 1st, to date.

New Orleans, December 31st,  
1801.

(S. med)

Pedro de la Roche.

File #43 }  
One sheet. }  
Dec. 31, }  
1801. }

1802021903

A receipt issued by Don Francisco Pascalis de la Barre, Alderman and Chief Constable of the City of New Orleans, in favor of Don Juan de Castanedo, Alderman and City Treasurer, for the sum of fifty pesos which he earned

as such Alderman from January 1 to December 31, 1801, and which was assigned to him by the City Council to be paid from the funds and revenues of the City Treasury.

I give the present receipt, which I signed in New Orleans, December 31st 1801.

Nicolas Forstall.

File #44 )  
Year 1801)

1802021903

Don Nicolas Forstall, Per-  
manent Alderman of this City  
of New Orleans.

I received from Don Juan  
de Castanedo, Alderman and  
Treasurer of this City, the  
sum of fifty pesos, for the  
salary of one year that I  
have earned since January of the current month  
up to this date, inclusive which was assigned  
to me for the position of Alderman, from the  
funds of the Treasury, and in proof thereof  
I give the present receipt, which I signed in  
New Orleans, December 31st 1801.

Nicolas Forstall.

No. 45  
Year 1801.

Don Rodulfo Jose Ducros,  
Alderman and General Receiver,  
of the City of New Orleans.

1802021903

I received from Don Juan de Castanedo, Treasurer of this City, the sum of 50 pesos, for the salary of one year that I have earned since January of the current month up to this date inclusive, which was assigned to me for the position of Alderman, from the funds of the Treasury, and in proof thereof I give the present receipt, which I signed in New Orleans, December 31st, 1801.

Rodulfo Jose Ducros.

File #46  
Dec. 31st 1801  
one sheet.

1602021903

A receipt issued to Don Juan de Castanedo City Treasurer, by Don Pedro Pedesclaux, for salary due as Clerk of the Cabildo and assigned annually by the Most Illustrious Council New Orleans, Dec. 31st, 1801.

(Signed)  
Pedro Pedesclaux.

File #47.  
Dec. 31st 1801.  
one sheet.

1802021903

Antonio Caperdonio  
porter of the Cabildo.

A receipt issued to  
Don Juan de Castanedo City  
Treasurer, for salary past  
due as porter of the Cabildo  
from January 1st, to  
December 31st, at the rate  
of 20 pesos per month,  
New Orleans December 31st  
1801.

(Signed)  
Antonio Caperdonio

1802021903

Doc. #49 )  
Feb. 27, )  
1801. )  
One Page.

Don Pedro Pedesclaux, certifies and gives faith that on last meeting of February 27, 1801, it was resolved to discontinue the services of the Sergeant Juan Peralta, who was in charge of directing the prisoners in the cleanliness of the streets of this City, requesting the Council to issue the corresponding measures regarding this matter.

Juan Peralta on same day was paid out by the City Treasurer, Don Juan de Castanedo, the amount of 25 pesos, 2 reales, and he acknowledged receipt for said sum.

(Signed) Juan Peralta.

1802021903

File #48 )  
Dec. 31, )  
1801. )  
One Page. )  
Spanish. )

Jose Marzal, the doorman of Cabildo of this City, acknowledged receipt of the sum of 180 pesos from the Honorable Alderman, City Treasurer, Don Juan de Castanedo, for salaries due him since January 1st, to Dec. 31, 1801, for the discharging of the post as second doorman of the Cabildo, at the rate of 15 pesos monthly as assigned by the Most Illustrious Council.

(Signed) Jose Marzal.

1802021903

File #52 )  
Year 1801 )

I, Antonio Sausa, received from Don Juan de Castanedo, Treasurer of this City, the sum of 180 pesos that I have earned, since January the 1st, up to this date, at the rate of 15 pesos per month, for the employment of hangman, that were assigned to me by the resolution of the City Council, on January 18th last of 1799, from the funds of the Treasury, and in proof thereof I give the present receipt, and not being able to sign, the warden of the Royal Jail Blas Puche, signed my name at my request. New Orleans December 31st, 1801

By the request of the interested party, as he does not know how to sign.

Blas Puche.